

DECENT WORK CHECK

DENMARK 2023

Iftikhar Ahmad

WageIndicator Foundation - www.wageindicator.org

WageIndicator started in 2001 to contribute to a more transparent labour market for workers and employers by publishing easily accessible information on a website. It collects, compares and shares labour market information through online and face-to-face surveys and desk research. It publishes the collected information on national websites, thereby serving as an online library for wage information, labour law, and career advice, both for workers/employees and employers. The WageIndicator websites and related communication activities reach out to millions of people on a monthly basis. The WageIndicator concept is owned by the independent, non-profit WageIndicator Foundation, established in 2003. The Foundation has offices in Amsterdam (HQ), Ahmedabad, Bratislava, Buenos Aires, Cape Town, Islamabad and Venice.

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INTRODUCTION

Decent Work is the type of work to which all of us aspire. It is done under conditions where people are gainfully employed (and there exist adequate income and employment opportunities); the social protection system (labour protection and social security) is fully developed and accessible to all; social dialogue and tripartism are promoted and encouraged; and rights at work, as specified in ILO Declaration on Fundamental Principles and Rights at Work and Core ILO Conventions, are practised, promoted and respected.

WageIndicator Foundation has been working since late 2007 to raise awareness of workplace rights through a unique tool, i.e., Decent Work Check. The Decent Work Check considers different work aspects deemed necessary in attaining “decent work”. The work makes the abstract Conventions and legal texts tangible and measurable in practice.

The Decent Work Check employs a double comparison system. It first compares national laws with international labour standards and scores the national regulations (happy or sad face). If national regulations in a country are not consistent with ILO conventions, it receives a sad face, and its score decreases (and vice versa). It then allows workers to compare their on-ground situation with national regulations. Finally, workers can compare their personal score with the national score and see whether their working conditions are consistent with national and international labour standards. The Check is based on de jure labour provisions, as found in the labour legislation.

A Decent Work Check is beneficial both for employees and employers. It gives them knowledge, which is the first step towards any improvement. It informs employees of their rights at the workplace while simultaneously enlightening employers about their obligations. Decent Work Check is also helpful for researchers, labour rights organisations conducting surveys on the situation of rights at work and the general public wanting to know more about the world of work. For example, WageIndicator teams worldwide have found out that workers, small employers and even labour inspectors are not, sometimes, fully aware of the labour law. When you are informed – being a worker, self-employed, employee, employer, policymaker, or labour inspector – there is a greater possibility that you ask for your rights (as a worker), you comply with rules (as an employer), and you strive to enforce these (as a labour inspector).

The work is relevant to the challenges posed to the future of work, especially the effective enforcement of legislation in financially constrained states, a rise in precarious employment and analysing the impact of regulatory regimes.

In 2023, the team aims to include at least 12 more countries, thus taking the number of countries with a Decent Work Check to 125!

MAJOR LEGISLATION ON EMPLOYMENT AND LABOUR

1. Act No. 343 of 22 March 2022 amending the Maternity Leave Law
2. Act No. 896 of 24 August 2004 to partially implement the Working Time Directive
3. Act on Fixed Term Employment (Consolidated Act No. 907 of 11 September 2008)
4. Act on Sickness Benefits (LBK No. 809 of 20/06/2018)
5. Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017) (salaried Employees Act)
6. Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017)
7. Act on the Legal Relationship between Employers and Salaried Employee
8. Consolidated Act no. 1084 of 2017 on Working Environment (The Work Environment Act)
9. Consolidated Act No. 1117 of 2 October 2017 on Immigration/Alien
10. Consolidated Act No. 1213 of 2018 on Unemployment Insurance
11. Consolidated Act No. 1491 of 13 December 2017 (Penal Code)
12. Consolidated Act No. 278 of 14 March 2013 on Workers' Compensation
13. Consolidated Act No. 424 of 08 May 2006 on Freedom of Association at the Labour Market
14. Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Matters of Employment
15. Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Employment
16. Consolidated Act No. 872 of 28 June 2013 on Entitlement to Leave and Benefits in the Event of Childbirth
17. Consolidated Act No. 899 of 5 September 2008 on Equal Pay to Men and Women
18. Consolidated Act on an Employer's Obligation to Inform Employees of the Conditions Applicable to the Employment Relationship
19. Consolidated Act on Gender Equality
20. Consolidated Holidays Act No. 1177 of 2015
21. Consolidation Act on Social Pensions
22. Constitution of Denmark 1953
23. Executive Order No. 239 of 6 April 2005 on Youth Work
24. Executive Order No. 559 of 17 June 2004 on Performance of Work
25. Executive Order No. 559 of 17 June 2004 on Work Performance (as amended)
26. Law on Part-time Employment (LBK No. 1142 of 14/09/2018)
27. Maternity Leave Law
28. Occupational exposure guidance for pregnant and lactating women
29. The Consolidated Act No. 1001 of 24 August 2017 on Prohibition of Discrimination on the Labour Market
30. Working Environment Act (No. 1084 of 2017)

The text in this document was last updated in December 2023. For the most recent and updated text on Employment & Labour Legislation in Denmark in Danish, please refer to: <https://lontjek.dk/>

01/13 WORK & WAGES

ILO Conventions

Minimum wage: Convention 131 (1970)

Regular pay & wage protection: Conventions 95 (1949) and 117(1962)

Denmark has not ratified the above-mentioned Conventions.

Summary of Provisions under ILO Conventions

The minimum wage must cover the living expenses of the employee and his/her family members. Moreover, it must relate reasonably to the general level of wages earned and the living standard of other social groups. Wages must be paid regularly on a daily, weekly, fortnightly or monthly basis.

Regulations on work and wages:

Minimum Wage

There is no statutory minimum wage in Denmark. Pay rates for blue-collar and white-collar workers are set through collective bargaining agreements. An agreement may set actual pay rates or minimum pay rates at the industry level. Moreover, the collective agreements also provide for wage increase in the event of inflation (the wage rates are linked to inflation). The wage rates set under collective agreements vary on the grounds of age (different wage rates for workers over or below the age of 18 years), experience (higher wage for more experienced workers) and difficulty level of work.

Since minimum wages are set through the collective bargaining, the first responsibility to ensure compliance with these wage rates lies with trade unions and employer. In case, the employer does not follow the provisions of collective agreement, workers can file complaint with the employer or trade union coordinates.

Regular Pay

Remuneration includes all elements of pay and includes all benefits agreed and provided to the employee as payment for work performed. It includes basic pay, overtime pay, bonus, share incentive and non-pay benefits such as employer provided housing, transport and telecommunication facilities.

The wage payment periods (frequency of wage payment) is not specified under the law and this issue is rather governed by the

collective agreements. Employer is required to specify the remuneration and wage payment period in written details of employment conditions provided to an employee, as required under the law. The white-collar workers receive a fixed monthly salary while the blue-collar workers receive their wages on fortnight basis. Wages can be paid either in cash or by cheque or paid directly into the bank account of the worker.

Employers are required to provide employees with pay slips containing minimum statutory information including the identity of worker and employer (name, address and social security number/central business register number); period during which pay is earned; number of working hours; total pay before deductions; amount of tax and social security contributions paid; and net pay after deduction of tax and social security contributions.

Employer is allowed to make certain deductions from a worker's pay: deductions for tax and social security contributions; contributions to labour market supplementary pension scheme; contributions to an occupational pension scheme; and deductions relating to advance payment or overpayment.

02/13 COMPENSATION

ILO Conventions

Compensation overtime: Convention 01 (1919)

Night work: Convention 171 (1990)

Denmark has not ratified any of the above-mentioned Conventions.

Summary of Provisions under ILO Conventions

Working overtime is to be avoided. Whenever it is unavoidable, extra compensation is at stake - minimally the basic hourly wage plus all additional benefits you are entitled to. In accordance with ILO Convention 1, overtime pay rate should not be less than one and a quarter time (125%) the regular rate.

Night work means all work which is performed during a period of not less than seven (07) consecutive hours, including the interval from midnight to 5 a.m. A night worker is a worker whose work requires performance of a substantial number of hours of night work which exceeds a specified limit (at least 3 hours). Convention 171 requires that night workers be compensated with reduced working time or higher pay or similar benefits. Similar provisions are found in the Night Work Recommendation No. 178 of 1990.

If a worker has to work on a national/religious holiday or a weekly rest day, he/she should be entitled to compensation. Not necessarily in the same week, provided that the right to a paid compensation is not.

If a worker has to work during the weekend, he/she should thereby acquire the right to a rest period of 24 uninterrupted hours instead. Not necessarily in the weekend, but at least in the course of the following week. Similarly, if a worker has to work on a public holiday, he/she must be given a compensatory holiday. A higher rate of pay for working on a public holiday or a weekly rest day does not take away the right to a holiday/ rest.

Regulations on compensation:

- Act No. 896 of 24 August 2004 to partially implement the Working Time Directive
- Working Environment Act (No. 1084 of 2017)

Overtime Compensation

Working time is the period during which an employee is working (carrying out his/her duties) and is at the employer's disposal. The general daily working hours are 8 hours during a 24-hour period. The normal weekly working hours thus may not exceed 40 hours per week. This limit may be reduced according to the provisions of a collective agreement. The average working hours should not exceed 48 hours per week (inclusive of overtime) calculated over a reference period of 4 months. Normal weekly working hours are not clearly specified by legislation however, a 37-hours week is stipulated by collective agreements and individual employment contracts. Reduced working hours may be required in respect of work, which may involve an exceptional risk to the health and safety.

Overtime is governed under the collective agreements except that the law stipulates a maximum working time of 48 hours per week inclusive of overtime. Collective bargaining agreements have provisions on prior notification to the worker if overtime is required and financial compensation for overtime. Overtime is usually compensated by financial compensation or time-off.

Sources: §57 & 61(1) of Working Environment Act; §1-3 of Act No. 896 of 24 August 2004 to partially implement the Working Time Directive

Night Work Compensation

Night work is the work performed during a period of at least seven hours, which must include a period from 00:00 to 05:00. Unless otherwise agreed, the night work period covers the interval between 22:00 and 05:00. Night worker is a worker who performs at least three hours of his daily work during the night period or a worker who performs at least 300 hours of night work during a 12-month period.

The daily hour limit for night workers should not exceed eight hours on average over a 4-month reference period. If night work involves performance of hazardous tasks or involves heavy physical or mental strain, the daily working hours should not exceed 8 hours during a 24-hour period. Workers have a right to free health assessment before commencing night work and at regular intervals of less than three years. Night workers who suffer from health problems because of night work should be transferred to suitable day work whenever possible.

Sources: §2 & 5-7 of Act No. 896 of 24 August 2004 to partially implement the Working Time Directive

Compensatory Holidays / Rest Days

Workers may be required to work on weekly rest days and public holidays. There are no statutory requirements regarding compensation (monetary or time-off) for working on weekly rest days and public holidays. The collective agreements usually provide for a monetary compensation (a premium of 50% or 100%) for working on weekly rest day. Similarly, work on public holidays is regulated by collective agreements or individual employment

contracts.

Weekend / Public Holiday Work Compensation

Workers may be required to work on weekly rest days and public holidays. There are no statutory requirements regarding compensation (monetary or time-off) for working on weekly rest days and public holidays. The collective agreements usually provide for a monetary compensation (a premium of 50% or 100%) for working on weekly rest day. Similarly, work on public holidays is regulated by collective agreements or individual employment contracts.

03/13 ANNUAL LEAVE & HOLIDAYS

ILO Conventions

Convention 132 (1970) on Holidays with Pay Convention
Conventions 14 (1921), 47 (1935) and 106 (1957) for weekly rest days.
In addition, for several industries, different Conventions apply.

Denmark has ratified the Conventions 14 & 106 only.

Summary of Provisions under ILO Conventions

An employee is entitled to at least 21 consecutive days of paid annual leave. National and religious holidays are not included. Collective agreements must provide at least one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid.

A worker should be entitled to paid leave during national and officially recognized public holidays.

Workers should enjoy a rest period of at least twenty-four consecutive hours in every 7-day period, i.e., a week.

Regulations on annual leave and holidays:

- Consolidated Holidays Act No. 1177 of 2015

Paid Vacation / Annual Leave

Annual leave is regulated under the Danish Holiday Act, which is applicable to all employment relationships with a few exceptions. The provisions in the Act are minimum rules and may be deviated from to the benefit of workers through collective bargaining agreements and individual employment contracts.

Employees are entitled to 25 working days of annual leave for one year of employment. The annual leave entitlement is 2.08 days per month of employment during the calendar year. Annual leave is accrued to the worker during maternity leave but not during leave-without-salary. For less than one month of employment, leave is calculated on pro-rata basis. Collective agreements and individual employment contracts often provide for up to five additional days per year.

There is a difference between accrual year and holiday year. Accrual year runs from 01 January to 31 December while Holiday year (starting after the accrual year) runs from 01 May to 30 April of following year (Holidays accrued in 2017 must be spent in the period from May 2018 to 30 April 2019). At least 15 days of annual leave (main holiday period) must be given as consecutive period. The main holiday period is the summer period between 01 May to 30 September. Splitting of annual leave is allowed however at least 10 days must be taken consecutively. The remaining annual leave entitlement must be taken in two five-day blocks however the

parties may agree on taking leave as individual days (especially if it is desirable for operational reasons).

The timing of annual leave is determined by the employer in consultation with the employee. Employer must give due consideration to the wishes of an employee while determining the timing of leave especially if the employee wants to take main holiday during child's school holidays. Due to unforeseeable operational consideration, timing of annual leave may be changed by the employer. However, employer has to compensate the employee for any financial loss suffered as a result of delay. Annual leave already once commenced cannot be changed/stopped.

Carrying over of annual leave is allowed by agreement between the parties unless it is not allowed under any applicable collective agreement. One week (5 days) of holidays may be carried forward to the next holiday year if employee has earned full holiday.

Annual leave is fully paid leave and the holiday pay/allowance must be paid at the start of holidays/annual leave at the latest. Holiday pay depends on an employee's employment status. White-collar employees (salaried employees receiving monthly wages) receive their full normal pay during annual leave and are entitled to holiday supplement of 1% of their annual salary. Blue-collar (paid on fortnightly basis) and hourly paid employees don't receive their normal pay. Rather, they receive a holiday allowance equal to 12.5% of all wages earned in the calendar year preceding the holiday year. The holiday pay of blue-collar workers is usually paid by the employer to a centrally managed fund (FerieKonto), which disburses the money to workers when leave is taken.

If an employee is dismissed (or he/she resigns) before availing leave, he is required to take all or some of the accrued leave before the end of notice period. The accrued holiday pay is paid into the fund. Collective agreements may deviate from statutory provisions however they cannot provide a lower leave entitlement.

In accordance with an amendment made in the Danish Holiday Act and applicable from January 2015, an employee on sick leave is entitled to annual leave benefits from the second day of his/her sick leave.

The new Danish Holiday Act, adopted in 2018, came into force in September 2020. The new law fundamentally alters the accrual and taking of paid vacations. Under the current legislation, paid leave is accrued to the workers at staggered intervals, i.e., workers accrue the paid leave in one year and take it next year. The workers, especially new entrants to the labour market, have to wait for 16 months to avail any paid vacation. Under the new law, paid vacations would be based on simultaneous accrual, in line with the Working Time Directive, allowing accrual and taking of holidays in the same year (allowing for concurrent holidays). Under the new law, the holiday year, in which annual paid leave is earned and accrued, will run from 1 September to 31 August. Workers will have the right to take the earned leave from 1 September to 31 December (16-month holiday period). The entitlement per month is still 2.08 calendar days. The workers will have the right to take at least 15 days of paid holidays in one continuous period.

There is a transitional arrangement in the law, which implies that paid vacation accrued under the current Holiday Act in the period from 1 September 2019 to 31

August 2020 will be frozen and can neither be taken nor paid in lieu thereof. A separate fund will be set up to administer the frozen funds: "Employees' Fund for Residual Holiday Funds" (Lønmodtagernes Fond for Tilgodehavende Feriemidler).

Sources: Consolidated Holidays Act No. 1177 of 2015; Holiday Act (No. 60 of 2018)

Pay on Public Holidays

Denmark has eleven public holidays of both religious and memorial nature. The public holidays are New Year's Day (January 01), Maundy Thursday (Thursday before Easter Sunday), Good Friday, Easter (Sunday & Monday), General Prayers Day (fourth day after Easter), Ascension Day (40 days after Easter), Whit Sunday (seven weeks after Easter), Whit Monday (seventh Monday after Easter), Christmas Day (December 25), and Boxing Day (December 26).

Workers do not have a statutory entitlement to time-off if these days fall on normal working days or to receive extra compensation or time-off if they have to work on these days. Such matters are regulated by collective agreements or individual employment contracts which require that all or some of the public holidays that fall on a normal working day are paid days off. In sectors where workers have to be present at all times (such as health sector), financial compensation is stipulated for working on public holidays. Collective agreements stipulate Labour Day (May 01), Constitution Day (June 05), Christmas Eve (December 24) and New Year's Eve (December 31) as days off although these are not public holidays.

Weekly Rest Days

Workers are allowed a daily rest period of at least 11 uninterrupted hours within every period of 24 hours. The daily rest period is 09 hours for loading and unloading work and related activities performed by temporary workers. The daily rest period may be reduced to eight hours where it is impossible to have uninterrupted eleven hours' rest between shifts or during harvest season in agriculture.

A worker has the right to a weekly rest period of at least 24 uninterrupted hours been, disturbed by acts of nature, accidents, breakdowns of machinery or similar unforeseeable events, the above provisions (relating to daily and weekly rest) may be derogated from, to the necessary extent. Any derogation has to be recorded and fully documented.

In accordance with Act No. 896 of 2004, workers are entitled to a rest break after every six hours of work. Under the Working Environment Act, a rest break of 30 minutes must be provided for minor workers (under 18) after four and a half hours of work. Such rest period must be at an appropriate time and continuous (if possible).

As for the daily rest period, the Working Environment Act requires that working hours must be organized so as to allow a rest period of at least 11 consecutive hours within every period of 24 hours. The daily rest period may be reduced to 8 hours in workplaces where it is impossible to have 11-hour rest between the shifts. There are many other exceptions allowed under the law for loading and unloading work, work involving protection of others and surveillance, work involving stocktaking or

(connected immediately with a daily rest period thus making the weekly rest period 35 hours) within a period of seven days. The weekly rest period usually falls on Sunday and falls at the same time for all workers at the enterprise. Weekly rest day may be taken on a day other than Sunday by workers who care for other people, animals, plants or perishable goods; workers in managerial positions carrying out supervisory work; and workers whose working time cannot be measured or scheduled ahead of time. If the normal operation of an enterprise is being, or has

work done in storage rooms before Christmas. The Working Environment Act also allows to reduce daily rest period to eight hours for 30 calendar days in a year for agriculture workers.

The daily rest period for workers under 18 is at least 12 consecutive hours in a 24-hour period. However, the daily rest period is increased to 14 consecutive hours for minors under 15 or young persons who are still in compulsory education.

Sources: §50-53, 61 and 62 of Working Environment Act; §3 of Act No. 896 of 24 August 2004 to partially implement the Working Time Directive

04/13 EMPLOYMENT SECURITY

ILO Conventions

Convention 158 (1982) on employment termination

Denmark has not ratified the Convention 158.

Summary of Provisions under ILO Convention

The questions under this section measure the security or even flexibility or precariousness of an employment relationship. Although these are not clearly mentioned in a single convention (severance pay and notice requirement are provided in the Termination of Employment Convention No. 158) however, the best practices in the field require that employees be provided with a written contract of employment; workers on fixed term contracts should not be hired for tasks of permanent nature; a reasonable probation period (ideally lower than or equal to 6 months) may be followed to assess the suitability of an employee; a period of notice must be specified in an employment contract before severing the employment relationship; and workers be paid severance allowance on termination of employment relationship.

A contract of employment may be oral or written however workers should be provided with a written statement of employment at the start of their employment.

Fixed Term Contract workers must not be hired for permanent tasks as it leads to precarious employment.

A reasonable probation period must be allowed to let a worker learn new skills. A newly hired employee may be fired during probation period without any negative consequences.

A reasonable notice period, depending on the length of service of an employee, may be required before an employer may sever the employment relationship.

Employers may be required to pay a severance allowance on termination of employment (due to redundancy or any other reason except for lack of capacity or misconduct).

Regulations on employment security:

- Consolidated Act on an Employer's Obligation to Inform Employees of the Conditions Applicable to the Employment Relationship
- Act on Fixed Term Employment (Consolidated Act No. 907 of 11 September 2008)
- Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017) (salaried Employees Act)

Written Employment Particulars

There is no statutory requirement about the form of an individual employment contract. It may be oral or in writing although employer is required to provide information to the workers about employment particulars on the commencement of employment. It is a norm to use written employment contracts. Some employment contracts must always be in writing such as apprenticeship contracts. There are no statutory requirements regarding the language of a contract however it is Danish or English.

Employers are required to provide employees with written details of essential employment conditions within one month of the commencement of employment relationship. This condition is applicable to all those employees whose employment is intended to last more than one month and who work more than eight hours per week on average.

The essential information must include identity of the parties (name and address); workplace or domicile of the employer if an employee has no fixed workplace; date of commencement of employment

relationship; job description, employee job title and nature/category of work; expected duration of the contract in case of fixed term contracts; entitlement to paid annual leave; notice periods to be observed by the parties; worker's pay plus any allowances and other elements of remuneration; pay period and payment dates for remuneration; working hours per day/week; and reference to any applicable collective agreement. The above information may be provided in a written contract of employment or a written declaration, which contains all above information or a letter of engagement or one or more other documents. Any change/modification in employment conditions must be subject of written document, which is given to the employee by an employer within one month of change.

Failure to comply with above provision makes an employer liable to pay compensation to the employee, as decided by the courts. The compensation could amount to 13 weeks' salary, under aggravating circumstances the amount could go up to 20 weeks' salary. The compensation may not exceed DKK 1,000 if lack of information is excusable and has no specific importance to employment relationship.

Sources: §2 & 4-5 of Consolidated Act on an Employer's Obligation to Inform Employees of the Conditions Applicable to the Employment Relationship

Fixed Term Contracts

There is no statutory maximum duration of a single fixed term contract and its subsequent renewals. However, a fixed term employment contract may be

renewed only if there are objective reasons for doing so. The objective reasons include unforeseeable events such as an employee's pregnancy, maternity, illness or some civic duty; and finishing the task that was to be carried out under the initial fixed term contract.

Both parties may terminate a fixed term employment contract before its expiry by following the rules on termination of employment. A differential treatment towards fixed term contract workers is not allowed unless it is objectively justified. Employers are also required to inform the fixed term contract workers of any indefinite term employment vacancies so that the fixed term workers have the same possibilities of obtaining a permanent contract as other workers. The case law sets the maximum number of renewals however the maximum duration of fixed term contracts including renewals is found neither in the law nor in the case law.

Sources: Act on Fixed Term Employment (Consolidated Act No. 907 of 11 September 2008)

Probation Period

There is no statutory probationary period for blue-collar workers. Collective agreements regulate probationary periods for blue-collar workers.

For white-collar (salaried employees) workers, the maximum probationary period is stipulated as 03 months, which cannot be extended. An employer has to prove that appointment is subject to a probationary period whose term is included in the employment contract. Both parties may terminate an employment contract during the term of probationary period. An

employer has to give a 14-day notice before termination while an employee does not have to give any notice before terminating employment (through resignation), unless otherwise agreed in the employment contract.

Sources: §2(5) of the Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017) (salaried Employees Act)

Notice Requirement

In the matters of employment termination, there is a distinction between white-collar (salaried) and blue-collar workers. The white-collar workers are covered by specific legislation in the area of notice periods, severance payment and unfair dismissals. The statutory provisions for white-collar workers serve as minimum, which can be improved upon by the collective bargaining agreements. The blue-collar workers, on the other hand, are regulated by collective agreements with no minimum statutory provisions.

An employment contract may be terminated by the employer for worker related reasons (capacity or conduct) or economic reasons. Law provides for both ordinary and summary dismissal. After the first year of employment, there must be reasonable justification for termination of employment. Reasonable justification relates to employee or the company. A dismissal that is not reasonably justified by the conduct of employee or the circumstances of enterprise entails compensation. An employer who is terminating an employment relationship without a good cause pays compensation.

Ordinary dismissal occurs when an employee is dismissed for economic reasons or employee related factors such as bad behaviour or non-performance of work. Before ordinary dismissal, employee must receive a prior warning to justify the termination. Summary dismissal occurs in the event of gross negligence or misconduct by the worker which includes financial crimes, gross negligence in duty, gross disloyal acts (breaching the confidentiality agreement), and other offences against the employer.

The notice period for ordinary dismissals is regulated under the Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017) and depends on a white-collar worker's seniority. Notice period is one month for less than 6 months of employment; three months for 6 months to 3 years of employment; four months for 3-6 years of employment; five months for 6-9 years of employment; and 6 months for more than 9 years of employment. During the probationary period (of maximum 3 months), the notice period is 14 days.

Shorter notice period may be agreed (one month) between the parties if the employee has received his salary during periods of illness for a total period of 120 days during any period of 12 consecutive months. Longer notice period may also be agreed in individual employment contract subject to certain requirements.

The notice periods for blue-collar workers (for both employer and employee-initiated dismissals) are regulated under the collective bargaining agreements.

A white-collar worker may terminate an employment contract by giving one month's notice (up until the end of a

calendar month). Both the parties may agree on a longer notice period (required from an employee) with the condition that the notice to be given by the employer must be extended accordingly. During the probationary period, worker does not have to serve notice before resignation.

Workers are not entitled to payment in lieu of notice unless they are summarily dismissed and this dismissal is not reasonably justified by employee's conduct or if an employee resigns without notice as a result of material breach of contract by the employer (constructive dismissal).

Sources: §2(2, 6 & 7), 3 & 5 of the Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017)

Severance Pay

Law provides for severance payment in the case of individual dismissal and collective dismissal (redundancy payment). Severance pay is payable only in the case of ordinary dismissals and in the event of wrongful/unfair dismissals.

Severance pay is one month's pay after 12 years of service; two months' pay after 15 years of service; and three months' pay after 18 years of service. The severance pay is not payable if a worker is entitled to a state old age pension or occupational pension (which the worker joined before reaching the age of 50 years) on termination of employment relationship.

For blue collar workers, severance pay is payable if it is provided in collective bargaining agreement.

With an amendment in the Act to simplify severance payments, new seniority

requirements have been introduced. Salaried employees, irrespective of their age, will still accrue a right to one month's salary if they have been employed with the same company for more than 12 years. They will also accrue the right to three months' salary if they have been employed by the same employer for more than 17 years. This provision shall also be applicable in the case of unjustified dismissals.

Sources: §2A of the Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017)

05/13 FAMILY RESPONSIBILITIES

ILO Conventions

Convention 156: Workers with Family Responsibilities Convention (1981) Recommendation 165: Workers with Family Responsibilities (1981)

Denmark has not ratified the Convention 156.

Summary of Provisions under ILO Convention

Paternity leave is for the new fathers around the time of childbirth and is usually of shorter duration.

Recommendation (No. 165) provides for parental leave as an option available to either parent to take long leave of absence (paid or unpaid) without resigning from work. Parental leave is usually taken once the maternity and paternity leave have been exhausted. For working parents, laws may define the portion of parental leave that has to be compulsorily taken by fathers or mothers.

Flexible Work Option for Parents / Work-Life Balance Recommendation 165 asks the employers to look into the measures for improving general working conditions through flexible work arrangements.

Regulations on family responsibilities:

- Consolidated Act No. 872 of 28 June 2013 on Entitlement to Leave and Benefits in the Event of Childbirth
- Law on Part-time Employment

Paternity Leave

A father is entitled to paternity leave of two weeks immediately after the birth of a child (adoption) or, by agreement with the employer, within 14 weeks after the birth (adoption) of a child. Workers are paid their full wages during the term of paternity leave. An employee wishing to avail paternity leave must inform the employer at least four weeks before start of the leave.

Sources: §7 & 8 of Maternity Leave Law

Parental Leave

Every employee has the individual right to parental leave of 32 weeks in connection with the birth or adoption of a child. Worker is required to notify the employer within 8 weeks of the birth of the child about the commencement date of leave and duration of absence.

The 32-week period can be extended to 40 weeks (for all) or 46 weeks (for employees only). Both parents can take the leave at the same time. The mother may start parental leave at the end of maternity leave, i.e., after 14 weeks of childbirth. The father may start leave during this 14-week period. Parental leave is usually taken immediately after birth (for father) or end of maternity leave (for mothers). One of the parents may

postpone his/her parental leave of 8-13-week duration and take it at a later date before a child reaches the age of nine years.

Although employee can take individual parental leave, however the parental benefit is not paid individually rather it is a family entitlement. The local authority pays 32 weeks of parental benefits to both parents jointly. Parental benefit is calculated similarly as maternity benefit. Even if parents have decided to extend leave to 40 or 46 weeks, only 32 weeks are fully paid. However, 32 weeks' worth of benefits can be paid at a lower rate over the extended period.

Sources: §9-12 & 21 of Maternity Leave Law

Flexible Work Option for Parents / Work-Life Balance

There is no specific provision on flexible working for parents in Denmark. However, there is a law regulating part-time work. A part-time worker is a worker who works less than 37 hours per week. Employer are required to give considerations to the requests by workers to transfer them from full time to part-time and vice versa; give information on the availability of part-time and full-time positions in order to facilitate transfer from full time to part-time and vice versa. Collective agreements regulate different aspects of part-time work however an employer cannot treat a part-time employee differently than a comparable full-time employee, solely on the grounds of working part time.

Sources: Law on Part-time Employment

06/13 MATERNITY & WORK

ILO Conventions

An earlier Convention (103 from 1952) prescribed at least 12 weeks maternity leave, 6 weeks before and 6 weeks after birth. However, a later convention (No. 183 from year 2000) requires that maternity leave be at least 14 weeks of which a period of six weeks compulsory leave should be after childbirth.

Denmark has not ratified the Conventions 103 and 183.

Summary of Provisions under ILO Convention

During pregnancy and maternity leave, a worker should be entitled to medical and midwife care without any additional cost.

During pregnancy and while breastfeeding, a worker should be exempt from work that might bring harm to you or your baby.

The total maternity leave should last at least 14 weeks.

During maternity leave, a worker's income should amount to at least two thirds of your preceding salary.

During pregnancy and maternity leave, a worker should be protected from dismissal or any other discriminatory treatment.

Workers have the right to return to same or equivalent position after availing maternity leave.

After childbirth and on re-joining work, a worker must be allowed paid nursing breaks for breast-feeding the child.

Regulations on maternity and work:

- Occupational exposure guidance for pregnant and lactating women
- Executive Order No. 559 of 17 June 2004 on Work Performance (as amended)
- Maternity Leave Law
- Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017)
- Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Matters of Employment

Free Medical Care

Every person residing legally in Denmark has the right to hospital treatment, maternity care and health insurance benefits.

Health service benefits are provided free to everyone with a restricted choice of doctor. Otherwise, patient has to pay part of expenses with an open choice of doctor. The health service benefits include general practitioner care, specialist care, hospitalization in a public hospital, 50% (for annual medicine cost of DKK900-1,470) to 85% (for annual medicine cost of greater than DKK3,180) of the cost for most prescribed drugs, free maternity care from a midwife or doctor, home nursing, chiropractic, physiotherapy, some dental care, and transportation (cost) for pensioners.

No Harmful Work

In accordance with health and safety legislation in Denmark, employer has to ensure that the working environment is not detrimental to the pregnant worker and her fetus. Employer is required to assess

whether a pregnant worker's usual work (and working environment) poses a threat to her pregnancy. If the assessment shows a negative impact on pregnancy or breastfeeding, appropriate measures must be taken (adjustment in the work techniques, planning and reorganization of work). Employer may also modify schedules of work or change the working conditions of pregnant workers. An employee may also be transferred to another suitable post. If an employer is unable to offer any suitable employment to a pregnant worker (when the medical assessment reveals that pregnancy is taking an abnormal course thereby causing a risk to the women's health or to the health of fetus in case of continued employment or the special nature of work involves a risk to the fetus or where pregnancy prevents a worker to perform her work due to public authority requirements), she is entitled to absence prior to the four-week period before childbirth. A pregnant worker must not be exposed to physical (shocks, vibrations, manual handling of heavy loads, ionizing and non-ionizing radiation, extreme temperatures, works requiring long walks or long-standing positions, mental and physical fatigue/stress associated with a worker's tasks), biological and chemical agents that can have a negative impact on fetus.

It is relevant to note here that neither night work nor overtime (as well as work on weekly rest days) is prohibited for pregnant workers and breastfeeding mothers.

Sources: Occupational exposure guidance for pregnant and lactating women; Executive Order No. 559 of 17 June 2004 on Work Performance (as amended); §6(2) of Maternity Leave Law

Maternity Leave

On 2 August 2022, a new Act on maternity/paternity leave came into force. For children born after 2 August, the new maternity rules apply.

Under the new law, each parent is entitled to 24 weeks of leave, of which 13 weeks can be transferred from one parent to the other (shared days for both parents: 182 days). Some parts of the leave are 'earmarked' and these must be taken by the named parent. Parents are jointly entitled to 48 weeks of leave with maternity allowance after the birth of the child.

The 48 weeks' leave is divided equally between the parents, so that each parent has 24 weeks' leave after the birth with maternity allowance. Out of the 24 weeks, 2 weeks must be spent in connection with the birth (compulsory childbirth leave for mother and two-week paternity leave for fathers).

For employees, a further 9 weeks (63 days) are earmarked. Considering the above compulsory childbirth related leave, 11 weeks of leave with maternity allowance are earmarked and therefore cannot be transferred to the other parent. The remaining 13 weeks can be transferred to the other parent. Mothers are also entitled to four weeks' leave before the birth with maternity allowance.

Single parents are entitled to 46 weeks of leave with maternity pay after the birth. Parents of triplets, quadruplets, etc. may also apply for 26 weeks of extra leave with the right to maternity allowance. The extra leave can be freely distributed between the parents. The extra leave must be taken within 18 months after the birth, and it

cannot be extended or postponed when resuming work.

Earlier provisions:

Women workers are entitled to maternity leave of 18 weeks/116 days (4-week prenatal and 14-week postnatal leave). The compulsory leave is two weeks after childbirth. A pregnant worker is entitled to take pregnancy leave from four weeks before the expected date of birth. Any unused prenatal leave is lost if employee gives birth before completion of this 4-week period. This prenatal leave may be started even prior to four weeks before expected birth if pregnancy is taking an abnormal course and continued employment might be harmful for the mother or child (according to a medical assessment) or the nature of work poses a threat to the child or prevents an employee in carrying out her usual job (due to public authority requirements) and the employer is unable to find alternative employment for the pregnant employee.

After the child birth, a worker first takes two weeks of compulsory leave and is then entitled to 12 further weeks (14 weeks of post-natal leave). There is no entitlement to maternity leave based on multiple births. Post-natal leave is however extended if a child needs to stay in hospital for longer than 14 weeks. If a worker on maternity leave dies or falls sick and is unable to take care of the child, the leave entitlement is transferred to the father or co-mother.

There are no qualifying conditions for maternity leave. However, a pregnant worker is required to inform the employer about her plan to take pre-natal leave at least three months before the expected date of birth. Similarly, a woman worker must inform the employer about her

expected date of return to work within eight weeks after birth.

In the event of adoption, both of the adoptive parents are entitled to take 4-week pre-adoption leave before they receive the child (if child is being adopted from a foreign country). This pre-adoption leave can be extended by 4 weeks if difficulties arise which are not attributable to adoptive parents. After adoption, only one of the parents is entitled to 14 weeks of post-adoption leave however both parents take two-week post-adoption leave together at the same time.

If the child is stillborn, dies or is adopted before the 32nd week after the childbirth, each of the parents is entitled to 14-week leave after the child's death or adoption. In cases where the mother suffers from a pregnancy-related illness, her right of absence is extended, but no more than 46 weeks after the birth. If an adopted child dies before the 32nd week after receiving the child, each of the adoptive parents has the right to 14-week leave after the child's death.

Sources: §6-8 & 13 of Maternity Leave Law; Act No. 343 of 22 March 2022 amending the Maternity Leave Law

Income

During the term of pregnancy and maternity, a worker's entitlement to pay and benefits depends on his/her employment status. White-collar (salaried) employees receive 50% of their salary during pregnancy and maternity leave. Employers can receive reimbursement of this pay from the local public authority subject to a cap equivalent to statutory maternity benefit of DKK 4,355 (in 2019).

A female salaried employee is entitled to full salary during the period from the start of pregnancy until the start of maternity leave if she is on leave because employer cannot transfer her to another job where there is no or less risk to her and her child's health.

During the term of maternity leave; a blue-collar worker is not entitled to pay from the employer. Rather, they are entitled to maternity benefits from the local public authority. The rate of maternity benefit depends on a blue-collar worker's pay however is capped at DKK 4,355 per week in 2019. To qualify for maternity benefits, a worker must have been in employment for at least 13 weeks and have worked at least 120 hours during this period. A person who has just completed a vocational training program for a period of at least 18 months or who is doing a paid work placement as part of a vocational training program is eligible for the cash benefit. Unemployed and people on sickness benefits are entitled to this benefit as well.

The cash benefit is funded by the state from general taxation. Government pays 100 per cent of the local authority's expenditure on maternity benefit and other benefits except when an employee is on leave to care for seriously ill child (in this case, only 50% of local authority's expenses are reimbursed).

Sources: Maternity Leave Law; §7 of the Act on the Legal Relationship between Employers and Salaried Employees (No. 1002 of 2017)

Protection from Dismissals

An employer is prohibited from dismissing a worker for having put forward a claim to use the right to absence or for having been

absent under sections 6-14 of the Act on Entitlement to Leave and Benefits in the Event of Childbirth (includes maternity leave, paternity leave, adoption leave, parental leave) or for any other reason related to pregnancy, maternity or adoption.

If an employer dismisses the salaried employee before the start of the maternity leave or during the period of maternity leave (18 week: 4 weeks prenatal and 14-week postnatal leave), she is entitled to full salary during the period of notice. If a salaried employee is dismissed during maternity leave, she is entitled to full salary from the start of the maternity leave.

A dismissal when a worker is pregnant or on pregnancy related leaves including parental/adoption leave as well as paternity leave is considered an unfair dismissal unless the employer proves that dismissal was not based on these grounds. Employer must clearly mention the grounds for dismissal. In the event of unfair dismissal, an employer has to pay compensation which is fixed with regard to seniority of the employee and circumstances of the case.

The Salaried Employees Act provides for a compensation of 1-6 months' pay in the event of unfair dismissal however without any possibility of reinstatement. The Act on Equal Treatment of Men and Women also provides for compensation without any set limit (depending on seniority of the worker and other circumstances of the case) however compensation often ranges between 6-12 months' pay. A worker unfairly dismissed may also be reinstated under the Act.

Sources: §7(4) of the Act on the Legal Relationship between Employers and

Salaried Employees (No. 1002 of 2017); §6-14 of Consolidated Act No. 571 of 29 April 2015 on Entitlement to Leave and Benefits in the Event of Childbirth; §4, 9 & 16 of the Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Matters of Employment

Right to Return to Same Position

Parents who have exercised the right to absence under sections 6 to 14 of the Act on Maternity Leave (includes maternity leave, paternity leave, adoption leave, parental leave) are entitled to return to their job or an equivalent post, on terms and conditions which are no less favourable to them and to benefit from any improvement in working conditions to which they would be entitled during their absence.

Sources: §8(a) of the Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Matters of Employment

Breastfeeding/ Nursing Breaks

There is no statutory right to breastfeeding breaks in Denmark.

07/13 HEALTH & SAFETY

ILO Conventions

Most ILO OSH Conventions deal with very specific Occupational Safety hazards, such as asbestos and chemicals.

Convention 155 (1981) is the relevant general convention here.

Labour Inspection Convention: 81 (1947)

Denmark has ratified both the Conventions 81 and 155.

Summary of Provisions under ILO Conventions

The employer, in all fairness, should make sure that the work process is safe.

The employer should provide protective clothing and other necessary safety precautions for free.

Workers should receive training in all work-related safety and health aspects and must have been shown the emergency exits.

In order to ensure workplace safety and health, a central, independent and efficient labour inspection system should be present.

Regulations on health and safety:

- Consolidated Act no. 1084 of 2017 on Working Environment (The Work Environment Act)
- Executive Order No. 559 of 17 June 2004 on Performance of Work

Employer Cares

The main legislation regulating occupational health and safety issues is the Working Environment Act. As specified in the objective of the Act, the provisions of this Act have an effect with a view to creating a safe and healthy working environment which at all times is in accordance with the technical and social development of society. The above Act is implemented through executive orders dealing with specific issues, workplaces, equipments, etc. There are also guidelines issued by the Working Environment Authority, created under the Act.

Employers are under obligation to ensure safe and healthy working conditions for the workers. An employer is required to draw up a written assessment of health and safety conditions at the workplace in consideration of the nature of work, work methods and processes, and an organization's size and structure. The workplace assessment is revised at least every three years or earlier if there are changes in work, work methods, work processes, etc., and these changes are significant for health and safety at work.

A workplace assessment includes an opinion on the health and safety issues at the workplace, and how these issues are to be resolved in compliance with the principles of prevention as described in the legislation. The assessment has to include

the following elements: identification and mapping of the health and safety conditions at the enterprise; description and assessment of the health and safety issues at the enterprise; priorities and an action plan to resolve the health and safety issues at the enterprise; and guidelines for following up the action plan.

In order to comply with statutory obligations under the Act, an employer must: ensure cooperation between the employer, supervisor(s) and employees so that health and safety conditions are maintained at an individual enterprise; ensure that work is planned, organized and carried out to maintain health and safety; ensure effective supervision at the workplace so that work is performed safely and without any risks to health; inform employees of any risks of accidents and diseases which may exist in connection with their work; ensure that employees receive necessary training and instructions to perform their work; and have investigations conducted to check whether or not working conditions are appropriate for health and safety.

Employees are obliged to participate in cooperation concerning health and safety to ensure that working conditions are safe and without risks to health within their field of activity, check the effectiveness of measures taken to promote health and safety; and inform the health and safety committee or supervisor or the employer if they become aware of problems or deficiencies that may adversely affect safety or health and which they cannot remedy themselves.

Employees also have the right to leave their workplace or a danger zone in the event of serious or immediate danger which cannot be avoided. An employee must not be

adversely affected because of exercising this right.

Sources: §5-28 of the Consolidated Act no. 1084 of 2017 on Working Environment (The Work Environment Act)

Free Protection

Personal Protective Equipment is regulated under Working Environment Act and the Executive Order No. 1706 of 15 December 2010 on the Use of Personal Protective Equipment.

Employers are required to follow the principle of giving collective safety measures priority over individual protective measures. Personal Protective Equipment (PPE) is used when a risk factor cannot be avoided or mitigated by the use of collective means of protection.

Employer must ensure that personal protective equipment is used immediately on commencement of work and for its entire duration. An employer has to ensure that the prescribed personal protective equipment at all times provides the intended protection and not cause undue discomfort; does not diminish vision and hearing of the worker; is suitable to the user, if necessary, after adaptation; is suitable for use under the existing conditions at the workplace; and is selected taking into account the ergonomics and the employee's health.

It is the employer's task to provide employees with personal protective equipment by paying the cost of its acquisition, maintenance and cleaning. The employer must ensure that the personal protective equipment is clean, dry and disinfected before it is used. Employer

further ensures that personal protective equipment is used in accordance with instructions, which must be written in Danish, unless security considerations dictate a different language.

Employer must ensure that employees receive training in the use of personal protective equipment as well as information on the risks associated with failing its use. Employees are also under obligation to use the supplied personal protective equipment immediately upon the commencement of the work and for its entire duration. Employees must contribute to the proper working and use of PPE and report any defects to a member of the health and safety committee, the supervisor or employer.

Training

An employer is required to inform the employees of any risks of accidents and diseases which may exist in connection with their work. An employer also has to ensure that the employees receive the necessary training and instruction to perform their work in such a way as to avoid any possibility of risk.

An employer must ensure that each employee, irrespective of the nature and duration of the employment relationship, receives adequate and appropriate training and instructions in performing the work safely. Information is given about any risks of accidents and diseases specific to their jobs, including information about any occupational medicine studies that the employees have access to.

Training and instructions to work in safety are particularly given on recruitment; on transfer or a change of job; on introduction

of new work equipment or a change in equipment; and on introduction of a new technology.

The training and instructions is adapted to the development(s) taking account of new risks and is repeated periodically if necessary. An employer has to pay any expenses connected with the training, which shall take place during working hours.

Sources: §17 of the Consolidated Act no. 1084 of 2017 on Working Environment (The Work Environment Act); §18-21 of the Executive Order No. 559 of 17 June 2004 on Performance of Work

Labour Inspection System

The Ministry of Employment is the leading state institution in the areas of employment and working conditions, safety and health at work and industrial injuries, financial support and allowances to all persons with full or partial working capacity as well as placement services in relation to enterprises and active employment measures.

Compliance with the occupational safety and health legislation (Working Environment Act & Executive Orders) is enforced by the Danish Working Environment Authority (DWEA). The DWEA monitors compliance of OSH legislation in both public and private sector enterprises through reported and surprise inspection visits and guidance of the enterprise and safety committees on issue of health and safety at workplace.

The provisions of the Working Environment Act (WEA) apply to all industrial sectors except for work in the employer's private

household, work carried out exclusively by members of the employer's family and work which is carried out by military personnel.

Certain sectors are excluded from jurisdiction of the DWEA and supervised by other public authorities (like enforcement of WEA on seagoing ships rests with the Danish Maritime Authority; Aviation sector with the Department of Transport; offshore installations by the inspectors from the Department of Energy, etc.).

Working Environment Authority advises enterprises, sector working environment councils, employees' and employers' organizations and the public in all matters concerning health and safety issues; provides enterprises with 1-4 employees with further advice; assists the Ministry of Employment in preparing the regulations pursuant to WEA; issues provisions under the authority from the Minister for Employment; remains cognizant of technical and social developments with a view to improving activities to promote health and safety in the working environment; and examines plans for working processes, work sites, technical equipment, etc. and substances and materials and issues licenses under the Act (WEA) or administrative provisions.

The Danish Working Environment Authority may issue an order that working conditions which contravene the health and safety legislation be made safe. If an enterprise, an employee or others do not meet their obligations under the health and safety legislation, the Danish Working Environment Authority may initiate one or more of the following actions: Prohibit continuation of work and issuance of notice specifying that work may be resumed only if it is done in a safe and healthy manner; issue an improvement notice stipulating

that conditions must be brought into order within a specified time-limit; report the employer and/or employees to the police for violation of the Working Environment Act; issue administrative fines; and issue an improvement notice to use an Authorized Health and Safety Consultant.

With effect from July 2018 and due to an amendment in the Danish Working Environment Act, the Danish Working Environment Authority can meet employees outside the presence of their employer. The change allows employees to speak to the Authority without any fear of retaliation.

Sources: §69-80 of the Consolidated Act no. 1084 of 2017 on Working Environment (The Work Environment Act)

08/13 SICK LEAVE & EMPLOYMENT INJURY BENEFIT

ILO Conventions

Convention 102 (1952), Conventions 121 (1964) and 130 (1969) concerning Social Security, Employment Injury Benefits and Medical Care and Sickness Benefits

Denmark has ratified the Convention 102 and 130 only.

Summary of Provisions under ILO Conventions

A worker's rights to work and income should be protected when illness strikes. The national labour law may provide that sickness benefit may not be paid during the first 3 days of your absence. Minimally, a worker should be entitled to an income during first 6 months of illness. This income should be at least 45 per cent of the minimum wage. (Countries are free to opt for a system which guarantees 60 per cent of the last wages during the first 6 months of illness or even during the first year). A worker must be entitled to paid sick leave.

During illness, a worker should be entitled to medical care without any additional cost. Employees and their family members should have access to the necessary minimal medical care at an affordable cost.

During the first 6 months of illness, a worker should not be fired.

If a worker is disabled due to an occupational disease or accident, he/she must receive a higher benefit. In the case of temporary or total incapacity/disability, a worker may at least be provided 50% of his average wage while in the case of fatal injury, the survivors may be provided with 40% of the deceased worker's average wage in periodical payments.

Regulations on sick leave & Employment Injury Benefits:

- Act on Sickness Benefits (LBK No. 809 of 20/06/2018)
- Act on the Legal Relationship between Employers and Salaried Employee
- Consolidated Act No. 278 of 14 March 2013 on Workers' Compensation

Income

In the event of absence from work due to illness, an employee is entitled to receive an amount equal to at least statutory sickness benefit (DKK 4,355 per week in 2019) from the employer for the first 30 days of absence. As a qualifying condition, a worker must have worked at least 74 hours in the last eight weeks. An employee who does not meet above requirement is entitled to sickness benefit from the local public authority.

For entitlement to sickness benefit from the local public authority, a worker must have at least 240 hours of work in the 26 weeks before the incapacity began and be in paid vocational training, in flexible employment with a public or private sector employer, receiving unemployment benefits, or have just completed vocational training for 18 months.

Salaried employees are entitled to their usual (full) remuneration during illness. An employer's obligation to pay salary to salaried employees during illness absence is not limited to a certain period of time. It continues until work is resumed or an employer terminates a sick worker (by serving one-month termination notice after 120 days of sickness absence in a 12-month period. However, this provision is applicable only if employee is still absent

due to sickness and employer has paid full wages during the sick leave. It must be indicated here that that the Salaried Employees Act is not applicable to employees working less than 8 hours per week.

The blue-collar workers, unless otherwise agreed upon in the employment agreement or by collective agreement, are not entitled to their usual remuneration during illness. However, they are entitled to sickness benefits from the local public authority. Some collective agreements however provide for blue-collar workers to receive their full pay during all or part of sick leave. In such case, an employer may, at the end of 30-day period, receive reimbursement from the local public authority to the value of statutory sickness benefit. Those blue-collar workers who are not covered by a collective agreement are entitled only to statutory sickness benefits.

The sickness benefits from the local public authority are paid for a maximum period of 52 weeks in a 12-month period. In certain cases, sickness benefit may be provided beyond 52-week period.

Employees are required to inform the employer of their sickness as soon as possible. In the event of illness of more than 14 days' duration, the employer has a right, without expense to the salaried employee, to demand further information about the duration of the salaried employee's illness from the employee's medical practitioner or from a specialist chosen by the salaried employee. If the salaried employee fails to comply with this obligation without adequate justification, the employer is entitled to terminate the employment relationship without notice.

Employers are required to hold a sickness absence interview with employees within the first four weeks of absence, aimed at establishing when the employee will return to work and the support that the employer can provide to enable this return. Employees who are expected to be absent for more than eight weeks can request a return-to-work plan, drawn up jointly by the employer and employee, aimed at enabling as rapid a return as possible.

Sources: §5-34 of the Act on Sickness Benefits (LBK No. 809 of 20/06/2018); §1 and 7(4) of the Act on the Legal Relationship between Employers and Salaried Employee; <https://bm.dk/ydelsersatser/satser-for-2019/>

Medical Care

Every person residing legally in Denmark has the right to hospital treatment, maternity care and health insurance benefits. The expenses for general and specialist care as well as some expenses for treatment by dentists and physiotherapists are covered by the National Health Service.

Health service benefits are provided free to everyone with a restricted choice of doctor. Otherwise, patient has to pay part of expenses with an open choice of doctor. The health service benefits include general practitioner care, specialist care, hospitalization in a public hospital, 50% (for annual medicine cost of DKK900-1470) to 85% (for annual medicine cost of greater than DKK3180) of the cost for most prescribed drugs, home nursing, chiropractic, physiotherapy, some dental care, and transportation (cost) for pensioners.

Job Security

The security of employment for workers during sick leave is covered either under an Act or collective agreement or an individual employment contract. The white-collar workers are covered under the Salaried Employees Act while the blue-collar workers are covered under collective agreements.

The sickness related absence is lawful absence unless the salaried employee has contracted the disease intentionally or by gross negligence during the period of employment, or if he, at the commencement of employment, has fraudulently failed to disclose that he suffered from the disease in question. While signing an employment contract with a salaried employee, a clause may be included that the salaried employee may be dismissed at one month's notice if he/she has received his salary during illness for a total of 120 days within a period of 12 consecutive months. The validity of the notice is dependent on it being given immediately on the expiry of the 120 days of illness and while the salaried employee is still ill, but the validity of the notice is not affected by the fact that the salaried employee has returned to work after the notice has been given.

In line with the amended law, employer has the right to access employee health information when he/she applied for the sick leave benefit. However, employers can have only limited access to employee's health record.

Sources: §5 of the Act on the Legal Relationship between Employers and Salaried Employee

Disability / Work Injury Benefit

Work injuries may be classified on the basis of their consequences as those resulting in: (i) permanent total incapacity (ii) permanent partial incapacity (iii) temporary incapacity and (iv) fatal injury leading to death of a worker.

Workplace accidents (leading to injuries) and diseases are regulated under the Workers' Compensation Act. To be eligible for work injury benefits, an insured person must have at least 15% loss of working capacity. The work injury benefit may be reduced or even suspended if an employee has caused or contributed to the occupational disease and injury. The temporary disability benefit is paid for the maximum term of one year (52 weeks) within any 18-month period.

Other specific compensation for accidents and diseases caused by a person's work or working conditions is assessed by the statutory National Board of Industrial Injuries and can include the cost of medical treatment; rehabilitation measures; compensation for permanent disability; compensation for loss of earning capacity; compensation for dependants in the event of death; and temporary allowance for survivors.

Work injury benefits are funded through two compulsory insurance schemes financed by employers' contributions. With regard to occupational injuries, the employer must take out insurance with an approved company that provides occupational risk cover. With regard to occupational illnesses, the employer must register all employees with the statutory Labour Market Occupational Diseases Fund

(Arbejdsmarkedets Erhvervssygdomssikring-AES).

The compensation for loss in working capacity replaces the loss of earnings caused by the occupational injury or disease. It is equal to the difference in amount between the income which a victim could have earned (if the occupational injury had not taken place) and the amount they are expected to earn taking account of injury. The National Board of Industrial Injuries assesses the loss in the working capacity and loss in the working capacity must be greater than 15% to qualify for this compensation. In the event of total loss in working capacity, i.e., total disability, compensation is equal to 83% of the total annual remuneration (with a cap on annual remuneration). If loss in the working capacity is partial, compensation is adjusted proportionately. The compensation for loss of working capacity is usually paid as a pension however it can also be paid as a lump-sum if the loss in the working capacity is less than 50%.

There is also provision for compensation for permanent disability. For a total disability (100%), a lump sum is paid in certain cases. The amount of compensation is adjusted for severity of the injury in accordance with a fixed scale.

Compensation for the loss of provider is granted to a surviving spouse or other surviving dependants like orphans. The compensation level is fixed while taking into account the survivors' ability to support themselves. It is paid at the rate of 30% of deceased worker's annual income and is paid for a maximum period of 10 years. Orphans receive annual benefit at the rate of 10% of deceased worker's annual earnings (20% for full orphans) until

he/she reaches the age of 18 (21 for students).

If a work injury causes death, surviving spouse is also entitled to a lump sum benefit.

Sources: §5-34 of the Act on Sickness Benefits (LBK No. 809 of 20/06/2018); § 17-23 of the Consolidated Act No. 278 of 14 March 2013 on Workers' Compensation

09/13 SOCIAL SECURITY

ILO Conventions

Social Security (minimum standards): Convention 102 (1952). For several benefits somewhat, higher standards have been set in subsequent Conventions

Employment Injury Benefits: Conventions 121 (1964),

Invalidity, Old age and survivors' benefits: Convention 128(1967)

Medical Care and Sickness Benefits: Convention 130 (1969)

Unemployment Benefits: Convention 168 (1988).

Denmark has ratified the Convention 102 and 130 only.

Summary of Provisions under ILO Conventions

In the normal circumstances, the pensionable age may not be set higher than 65 years of age. If retirement age is fixed above 65 years, it should give “due regard to the working ability of elderly persons” and “demographic, economic and social criteria, which shall be demonstrated statistically”. Pension can be set as a percentage of the minimum wage or a percentage of the earned wage.

When the breadwinner has died, the spouse and children are entitled to a benefit, expressed as a percentage of the minimum wage, or a percentage of the earned wage. This must at least be 40% of the reference wage.

For a limited period of time, the unemployed has a right to unemployment benefit set as a percentage of the minimum wage or a percentage of the earned wage.

Invalidity benefit is provided when a protected person is unable to engage in a gainful employment, before standard retirement age, due to a non-occupational chronic condition resulting in disease, injury or disability. Invalidity Benefit must at least be 40% of the reference wage.

Regulations on social security:

- Consolidation Act on Social Pensions
- Consolidated Act No. 1213 of 2018 on Unemployment Insurance

Pension Rights

The current pensionable age is 65 years (rising to 67 years from 2019 to 2022 and to age 68 by 2030) with at least three years of residence from age 15 to 65 (for Danish nationals) or at least 10 years of residence including the last five years before the pensionable age (for foreign nationals). The full pension (flat rate basic state old age pension) is payable with at least 40 years of residence from ages 15 to 65. If a person does not meet requirements for full pension, a partial pension is paid. In addition to the basic pension, there is a statutory labour market supplementary pension scheme (ATP), based on employer and employee contributions made during a worker's employment. The benefits payable on retirement depend on the contributions made. Employers pay two-thirds of the total ATP contribution and employees one-third. Contribution rates are lower for part-time employees. ATP covers workers from the age of 16 years who work at least 09 hours a week. Recipients of early and partial pensions are allowed to pay voluntary contributions to the ATP.

There is a provision for early retirement. The age for early retirement is 62 years. From January 2022, early retirement date may vary depending on the life expectancy of 60-years old. The basic state pension can also be deferred for up to 10 years. The pension is increased for each month of deferral. The increment in pension depends on the ratio of period of deferral to the

average life expectancy at the time pension is taken.

The basic state pension consists of a basic amount and a pension supplement. The basic amount is a fixed amount (either full or partial pension) of the pensioner's earned income while the pension supplement (subject to a means test) depends on the combined earnings of the pensioner and his/her spouse. The amount paid under ATP scheme is based on the insured worker's length of coverage and the number of contributions paid.

Sources: Consolidation Act on Social Pensions

Dependents' / Survivors' Benefit

There is no state funded/universal survivor pension as no statutory benefits are provided for the surviving spouse. Orphans are eligible for benefits under family allowance system. On the other hand, the ATP scheme does provide for survivors' benefits which are paid to the surviving spouse and each child under the age of 21 years if the deceased had paid full contributions for at least two years since 2002.

Death/funeral grant is provided to survivors under the age of 18 years and for survivors 18 and above. The funeral grant is reduced according to the means of the deceased.

Unemployment Benefits

The unemployment insurance is voluntary in Denmark and worker must join an unemployment insurance fund, managed by union and pay regular contributions to it in order to qualify for unemployment benefits. Residents aged between 18 and 63

years can join an unemployment insurance fund.

In order to qualify for unemployment benefit, a person must be unemployed, is registered with a public employment service and is actively looking for work. Unemployment must not be due to voluntary leaving of employment (resignation), misconduct, labour dispute or refusal of a suitable job offer. A person must have been a member of unemployment insurance fund during the last 12 months and have at least 52 weeks of insured employment in the last three years. The part time unemployment benefit is available to a worker with membership in an unemployment insurance fund during the last 12 months and has at least 34 weeks of insured employment in the last three years.

The unemployment benefit is paid for a maximum period of two years within a three-year period. During the first three days of unemployment, a benefit is paid by the employer. From the fourth day onward, 90% of the insured worker's average earnings in the past 12 weeks are paid. For unemployed persons between the age of 55 to 59 years, the benefit may be paid till the age of 60. Young unemployed persons immediately after vocational training of 18 months' duration or after military service are entitled to 82% of the full benefit five days a week.

Sources: Consolidated Act No. 1213 of 2018 on Unemployment Insurance; <https://bm.dk/ydelser-satser/satser-for-2019/>

Invalidity Benefits

A person whose capacity to work is permanently reduced to such an extent (which cannot improve through rehabilitation and other measures) that they cannot provide for themselves through gainful employment. In order to qualify for disability pension, a person must have at least three years of residence from ages 15 to 65 (Danish nationals) or at least 10 years of residence (foreign nationals).

The amount of invalidity pension is different for single persons and other beneficiaries. The benefit varies according to the income of the person concerned and that of their spouse. A full pension is payable if a person has resided in Denmark for at least 80% (four-fifth) of the time between his 15th birthday and the day on which pension is awarded. The invalidity pension ceases when the beneficiary reaches the age of 65 years and becomes entitled to state old age pension. The percentage of old age pension is equal to the percentage of full disability pension granted. Additional cash benefit is payable to compensate additional expenses like medical costs, special equipment and aid from a third person.

10/13 FAIR TREATMENT

ILO Conventions

Convention 111 (1958) lists the discrimination grounds which are forbidden.

Convention 100 (1952) is about Equal Remuneration for Work of Equal Value.

Convention 190 (2019) is about elimination of violence and harassment in the world of work.

Denmark has ratified the Conventions 100 and 111.

Summary of Provisions under ILO Conventions

At workplaces, equal pay for men and women for work of equal value is a must, regardless of marital status. Pay inequality based on race, colour, sex, religion, political opinion, national extraction/place of birth or social origin is also forbidden. A transparent remuneration system and the clear matching of pay and position should be in place and to help prevent wage discrimination.

Convention No. 190 recognizes the right of everyone to a world of work free from violence and harassment. It defines violence and harassment as “a range of unacceptable behaviours and practices, or threats thereof, whether a single occurrence or repeated, that aim at, result in, or are likely to result in physical, psychological, sexual or economic harm, and includes gender-based violence and harassment”. This definition covers physical abuse, verbal abuse, bullying and mobbing, sexual harassment, threats and stalking, among other things.

An employer can't discriminate against you on in any aspect of employment (appointment, promotion, training and transfer) on the basis of union membership or participation in union activities, filing of a complaint against an employer, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence due to illness, age, trade union membership, disability/HIV-AIDS, or absence from work during maternity leave. (Conventions 111, 156, 158, 159 and 183)

People have the right to work and there can't be occupational segregation on the basis of gender.

Regulations on fair treatment:

- Constitution of Denmark 1953
- Consolidated Act No. 899 of 5 September 2008 on Equal Pay to Men and Women
- The Consolidated Act No. 1001 of 24 August 2017 on Prohibition of Discrimination on the Labour Market
- Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Employment
- Consolidated Act on Gender Equality

Equal Pay

In the pay related matters, there cannot be any discrimination, direct or indirect, on the grounds of gender.

Employers are required to pay men and women equally, including providing equal pay conditions, for the same work or work of same value. If a professional classification system is used to determine pay, it must be based on the same criteria for male and female employees and be structured so that discrimination on grounds of gender is ruled out.

Pay includes all payments (in cash or in kind) received by a worker in connection with an employment relationship. An employee who is paid lower than others (despite doing similar work or work of same value) is entitled to difference. An employee whose right to equal pay is violated as a result of gender-based wage differentiation is awarded compensation. When determining the size of compensation, length of employment and individual circumstances of the case must be taken into consideration.

Employers are further prohibited from wage discrimination on the grounds of race, skin colour, religion or belief, political opinion, sexual orientation, age, disability or national, social or ethnic origin.

Sources: Consolidated Act No. 899 of 5 September 2008 on Equal Pay to Men and Women

Sexual Harassment

Harassment and sexual harassment are considered discrimination on the ground of gender and are therefore prohibited. A person's refusal or acceptance of such behaviour cannot be used as a basis for a decision concerning him or her (in employment related matters).

Harassment is an unwanted conduct related to a person's gender, race, colour, religion or belief, political opinion, sexual orientation, age, disability or national, social or ethnic origin with the purpose or effect of violating that person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Sexual harassment is any form of unwanted verbal, non-verbal or physical conduct of a sexual nature occurs, with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment.

The unwanted conduct may be verbal, non-verbal or physical and the perpetrator may be the employer or a fellow employee.

If an employer is in breach of the Gender Equality Act or the Act on Equal Treatment

of Men and Women in Employment, the court may impose compensation. An employee who is dismissed for objecting to sexual harassment may also be awarded compensation. The size of this compensation depends on the length of employment and the circumstances of the case.

Sources: Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Employment; Consolidated Act on Gender Equality

Non-Discrimination

The Danish Constitution does not contain a general provision prohibiting discrimination or a general equality clause. However, "religion" is covered by a number of specific provisions.

Article 71 (1) of the Constitution provides that "No Danish subject shall in any manner whatever be deprived of his liberty because of his political or religious convictions or because of his descent". Foreigners are also protected to some extent by Section 70: "no person shall be denied the right to full enjoyment of civil and political rights by reason of his creed or descent; nor shall he for such reasons evade any common civil duty."

Discrimination (direct and indirect) in employment is forbidden on the grounds of sex (including pregnancy, marital or family status and childbirth-related leave); race; skin colour; religion or belief; political opinion; sexual orientation; age; disability; and national, social or ethnic origin. The above provision is applicable on the membership or non-membership of an employee organization (union membership).

The prohibition of discrimination covers all aspects of employment relationship including advertisement and recruitment, dismissal, transfer, promotion, access to vocational guidance and training, terms of pay and other working conditions.

The Anti-Discrimination Act earlier allowed setting a mandatory retirement age of 70 years or more and did not consider it as a form of age discrimination. Under an amendment, it is no longer possible to validly enter into individual or collective agreements on the expiry of employment relationship due to age.

The Temporary Employment Act prohibits discrimination on the ground of contract status, i.e., fixed term vs indefinite term. If a worker is working 15 hours or less in a week, he/she is considered a part-time worker. The agreement (which is part of the Executive Order on Part-time Law) between employers and workers' organization in Denmark prohibits discrimination on the ground of contract and working hour status.

Sources: §70-71 of the Constitution of Denmark 1953; The Consolidated Act No. 1001 of 24 August 2017 on Prohibition of Discrimination on the Labour Market and the Consolidated Act No. 645 of 08 June 2011 on Equal Treatment of Men and Women in Employment; §4 of the Law on Fixed Term Employment No. 370 of 2003

Equal Choice of Profession

Women do not face any restriction in matters related to employment (choice of occupation) and no restrictive legislation could be located. No provision could be found in the law prohibiting employment of

women workers in the same professions as men.

Moreover, in accordance with article 74 of the Constitution, "any restraint on the free and equal access to trade, which is not based on the interest of the general public, shall be abolished by statute". Thus, people are free to in their choice of occupation.

11/13 MINORS & YOUTH

ILO Conventions

Minimum Age: Convention 138 (1973)

Worst Forms of Child labour: Convention 182 (1999)

Denmark has ratified the Conventions 138 and 182.

Summary of Provisions under ILO Conventions

At workplaces, children may not be forced to perform work that could harm their health and hampers their physical and mental development.

All children should be able to attend school. Once this is safeguarded, there is no objection against children performing light jobs between the ages of 12 and 14. The general minimum age is 15 years however developing countries may set this at 14 years. The minimum age for hazardous work, work that is likely to jeopardize the health, safety or morals of young persons, is 18 years. It can also be set at a lower level of 16 years under certain circumstances

Children should not be employed in a work that is likely to harm the health, safety or morals of children. It is considered one of the worst forms of child labour. The minimum age for such hazardous work is 18 years.

Regulations on minors and youth:

- Working Environment Act
- Executive Order No. 239 of 6 April 2005 on Youth Work

Minimum Age for Employment

The minimum age for employment in permanent work is 15 years of age. A child is defined as a person who is under 15 years and who is subject to compulsory education. Young worker is a worker who is between 15 and 18 years old and who is not subject to compulsory education. Minimum age for part time employment is 13 years and these workers are allowed to do light work (in agriculture, horticulture; receipt, sorting, pricing and packaging of goods in stores and supermarkets; table setting and light cleaning; handling of clean laundry; light manual labour) under specific conditions. The work should not involve danger to the safety and health of a worker.

While employing workers under 15 years of age or who are still subject to compulsory education, employer must inform the parent/guardian of these workers about nature of employment, hours of work, hazards associated with work and measures taken to ensure health and safety of these workers.

The normal working hours for young workers who are 13-15 years old and who are subject to compulsory education conditions, which are associated with increased risk to their safety, health, morals and development.

The working hours for young persons under the age of 18 cannot exceed the normal working hours for adults employed in the same sector, thus the working hours cannot exceed eight hours in a 24-hour period and

cannot exceed two hours on school days (12 hours per week) and 7 hours on other than school days (35 hours per week). A child who is 15 years of age but is still subject to compulsory education can work for 8 hours a day and 40 hours a week. Working hours of a child who is under 15 years but no longer subject to compulsory education are 7 hours a day and 35 hours a week.

Young workers who are 13-15 years old or who are subject to compulsory education cannot work between night hours (20:00 to 06:00). These workers have a daily-uninterrupted rest period of at least 14 hours and two consecutive days-off per week. One of the days must be Sunday. Age limits for access to work, working hours, rest periods and rest days may be waived for young workers participating in cultural or similar activities if it is not a danger to their health or safety. Special attention should be given to the young person's age, health, development and education.

Sources: section 61 of the Working Environment Act; section 33-46 of Executive Order No. 239 of 6 April 2005 on Youth Work

Minimum Age for Hazardous Work

Minimum age for hazardous work is 18 years. Workers between the age of 15-18 years are considered young workers. Hazardous work is work in special

40 hours per week. Young workers cannot work during night time (20:00 to 06:00) with certain exceptions in baking as well as stable work in agriculture. Young workers are entitled to a daily rest period of 12 consecutive hours and two days-off during a week. One of these days must be Sunday. Overtime is not generally allowed for workers under 18 years however under

conditions of force majeure, mechanical breakdown, unforeseen disruptive events, above provisions with regard to overtime, night work, daily and weekly rest periods are derogated if there is no adult worker available and until regular service is restored.

Young workers under 18 years may not be engaged in work where they are exposed to extreme noise or vibration; extreme temperature; work under high pressure like diving; work with exposure to ionizing radiation; on self-paced machines; oxygen depleted work atmosphere; lifting heavy loads, etc.

Sources: Executive Order No. 239 of 6 April 2005 on Youth Work

12/13 FORCED LABOUR

ILO Conventions

Forced labour: Conventions 29 (1930)

Abolition of Forced labour: Conventions 105 (1957)

Forced labour is the work one has to perform under threat of punishment: forfeit of wages, dismissal, harassment or violence, even corporal punishment. Forced labour means violation of human rights.

Denmark has ratified both Conventions 29 & 105.

Summary of Provisions under ILO Conventions

Except for certain cases, forced or compulsory labour (exacted under the threat of punishment and for which you may not have offered voluntarily) is prohibited.

Employers have to allow workers to look for work elsewhere. If a worker is looking for work elsewhere, he/she should not be shortened on wages or threatened with dismissal. (In the reverse cases, international law considers this as forced labour).

If the total working hours, inclusive of overtime exceed 56 hours per week, the worker is considered to be working under inhumane working conditions.

Regulations on forced labour:

- Consolidated Act No. 1491 of 13 December 2017 (Penal Code)
- Consolidated Act No. 1117 of 2 October 2017 on Immigration/Aliens

Prohibition on Forced and Compulsory Labour

Denmark prohibits sex trafficking and forced labour through Section 262(a) of its criminal code, which prescribes punishments of up to eight years' imprisonment.

A person who recruits, transports, transfers, harbours or subsequently receives a person, who is exploited for sexual immorality, forced labour, slavery or practices similar to slavery or the removal of organs through unlawful coercion, deprivation of liberty, threats, unlawful inducement, or exploitation by mistake of a victim or through some other improper approach.

Although Danish Criminal Code does not refer to forced or bonded labour (other than in context of trafficking), it does deal with the issue of coercion, confinement and threats. Moreover, according to the Aliens Act, it is prohibited to employ a foreign worker in Denmark without a work permit.

Sources: §260 & 262(a) of the Consolidated Act No. 1491 of 13 December 2017 (Penal Code); § 13-15 of Consolidated Act No. 1117 of 2 October 2017 on Immigration/Aliens

Freedom to Change Jobs and Right to Quit

The notice periods for blue-collar workers (for both employer and employee-initiated dismissals) are regulated under the collective bargaining agreements.

A white-collar worker may terminate an employment contract by giving one month's notice (up until the end of a calendar month). Both the parties may agree on a longer notice period (required from an employee) with the condition that the notice to be given by the employer must be extended accordingly. During the probationary period, worker does not have to serve notice before resignation.

For more information on this, please refer to the section on Employment Security

Inhumane Working Conditions

Normal weekly working hours are not clearly specified by legislation however a 37-hours week is stipulated by collective agreements and individual employment contracts. Reduced working hours may be required in respect of work, which may involve an exceptional risk to the health and safety.

Overtime is governed under the collective agreements except that the law stipulates a maximum working time of 48 hours per week inclusive of overtime. Collective bargaining agreements have provisions on prior notification to the worker if overtime is required and financial compensation for overtime. Overtime is usually compensated by financial compensation or time-off.

For more information on this please refer to the section on Compensation.

13/13 TRADE UNION

ILO Conventions

Freedom of association and protection of the right to organize: Convention 87 (1948)

Right to Organize and Collective Bargaining: Convention 98 (1949)

Denmark has ratified both Conventions 87 & 98.

Summary of Provisions under ILO Conventions

Freedom of association means freedom to join a trade union. This is part of the fundamental human rights. Employees may not be put at a disadvantage when they are active in the trade union outside working hours. The list of exclusions for sectors of economic activity and workers in an organization should be short.

Trade unions are entitled to negotiate with employers on term of employment without hindrance. The freedom of a trade union to negotiate with employers to try and conclude collective agreements is protected. (The ILO has a special procedure for handling complaints from unions about violation of this principle).

Workers have the right to strike in order to defend their social and economic interests. It is incidental and corollary to the right to organize provided in ILO convention 87.

Regulations on trade unions:

- Constitution of Denmark 1953
- Consolidated Act No. 424 of 08 May 2006 on Freedom of Association at the Labour Market

Freedom to Join and Form a Union

The right to form and join organizations/associations is part of the Danish Constitution from 1849. The right to form and join trade unions is stipulated in the Basic Agreement signed between LO and DA in 1960s. This agreement sets up the basic industrial relations rules to be followed in the labour market by social partners. On breach of this agreement, either party can go to the Labour Court. There is no statutory obligation on employers to recognize unions for bargaining purposes, except to some extent in the case of white-collar employees.

In accordance with article 78 of the Constitution, citizens are entitled without previous permission to form associations for any lawful purpose. However, associations employing violence, or aiming at attaining their object by violence, by instigation to violence, or by similar punishable influence on people of other views, shall be dissolved by judgment.

In accordance with the Act on Freedom of Association at the Labour Market, employers are prohibited from discriminating in recruitment against job applicants on the grounds of membership or non-membership of any trade union or of a particular trade union, and from dismissing employees on these grounds. The law abolishes the right to closed shop agreements.

In 1899, the employers' associations formally acknowledged the workers' right to organize in trade unions, and, in return, the trade unions acknowledged the employers' right of management. This is referred to as September Compromise or even the Danish Labour Market Constitution. Denmark has a high unionization rate, bordering on 75% of the total workforce. There are three main trade union confederations in Denmark.

The Danish Confederation of Trade Unions (LO) represents both blue- and white-collar workers across the private sector and to some extent in the public sector. The Confederation of Salaried Employees and Civil Servants in Denmark (FTF) represents professional/white-collar workers (some in public-sector groups like teachers and nurses and others in private sector like financial services and information technology). The Danish Confederation of Professional Organizations (AC) represents professionals with a higher level of education like doctors, lawyers and architects, in both the private and public sectors.

Freedom of Collective Bargaining

The September Compromise/ Danish Labour Market Constitution (of 1899 and its later amendments) works as the foundation of the industrial relations in Denmark where most of the employment terms and working conditions are determined by collective labour agreements. White-collar workers have statutory protection in most of the employment matters while the employment conditions for blue-collar workers are determined through collective agreements.

The framework agreements between the Danish Confederation of Trade Unions (LO) and the Danish employers' federation (DA) set the rules for issues like right to organize, rights on dismissal and industrial disputes. It covers matters such as mutual recognition of parties and freedom of association, bargaining rules, peace obligation clause, strike rules, and unfair dismissal.

In Denmark, collective agreements are usually signed at the sectoral level however, these are legally binding at all levels. Collective agreements extended neither by legislation, nor by collective agreement. There are no voluntary extension mechanisms for collective agreements. If an employer is not a member of an employers' organisation (DA), the trade union can enter into a collective agreement with the individual employer. The collective agreements between an individual employer and a trade union are entered into as adoption agreements. An adoption agreement obligates an employer to comply with the relevant collective agreement in the occupational field.

Collective Agreements normally last for several years, typically either two or three.

Denmark has many national level bipartite and tripartite councils. These include National Cooperation Council (bipartite), Danish Employment Council (tripartite), Danish Working Environment Council (tripartite), and Danish Council for Adult and Further training (tripartite). Other than these, there is Danish Economic Council which is a tripartite-plus advisory body providing independent analysis and policy advice on the Danish economy. The Danish Economic Council consists of two councils with one joint independent chairmanship. The Chairmanship consists of four

university professors in Economics and is responsible for the analysis and conclusions provided in the three main reports presented to the Councils. The Chairmanship has the task to act as a fiscal watchdog and also as national productivity board. The two councils are the Economic Council and the Environmental Economic Council.

The Economic Council was first established in 1962 and has 25 members representing trade unions, employers, government and the Danish Central bank. The Council members are elected for a term of three years. It meets twice a year to discuss reports prepared by the Chairmanship.

Sources:

<https://www.dors.dk/english/institutional-setup>

Right to Strike

Unions have a right to take industrial action in order to obtain collective agreement by the employer. Rules on industrial action (strikes and lockouts) are mainly based on case law from the Labour Court, and provisions of general agreements between DA and LO. There is no statutory provision on the right to strike.

Social partners are required to maintain peace (avoid strikes and lockouts) during the currency of a collective agreement except for secondary action related to a lawful dispute affecting another employer. Industrial Action lawful only where there is no CBA covering a specific area of work, with regard to renewal of a CBA or to the terms of "new work" (not covered under a CBA) during the term of CBA. The lawfulness of strikes depends on whether the action concerns work that normally falls within the

trade union's field of activity. A trade union may engage in Strike (cease working at an enterprise), boycott (refrain from taking a job at an enterprise) or sympathy action (supporting other union in their cause within the same central organization) as a form of industrial action.

QUESTIONNAIRE

DECENTWORKCHECK.ORG

Check

DecentWorkCheck Denmark is a product of WageIndicator.org and
and www.wageindicator.dk/main



National Regulation exists



National Regulation does not exist

01/13 Work & Wages

	NR	Yes	No
1. I earn at least the minimum wage announced by the Government		<input type="checkbox"/>	<input type="checkbox"/>
2. I get my pay on a regular basis. (daily, weekly, fortnightly, monthly)		<input type="checkbox"/>	<input type="checkbox"/>

02/13 Compensation

3. Whenever I work overtime, I always get compensation <i>(Overtime rate is fixed at a higher rate)</i>		<input type="checkbox"/>	<input type="checkbox"/>
4. Whenever I work at night, I get higher compensation for night work		<input type="checkbox"/>	<input type="checkbox"/>
5. I get compensatory holiday when I have to work on a public holiday or weekly rest day		<input type="checkbox"/>	<input type="checkbox"/>
6. Whenever I work on a weekly rest day or public holiday, I get due compensation for it		<input type="checkbox"/>	<input type="checkbox"/>

03/13 Annual Leave & Holidays

7. How many weeks of paid annual leave are you entitled to?*		<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 3 <input type="checkbox"/> 4+
8. I get paid during public (national and religious) holidays		<input type="checkbox"/>	<input type="checkbox"/>
9. I get a weekly rest period of at least one day (i.e. 24 hours) in a week		<input type="checkbox"/>	<input type="checkbox"/>

04/13 Employment Security

10. I was provided a written statement of particulars at the start of my employment		<input type="checkbox"/>	<input type="checkbox"/>
11. My employer does not hire workers on fixed terms contracts for tasks of permanent nature <i>Please tick "NO" if your employer hires contract workers for permanent tasks</i>		<input type="checkbox"/>	<input type="checkbox"/>
12. My probation period is only 06 months		<input type="checkbox"/>	<input type="checkbox"/>
13. My employer gives due notice before terminating my employment contract (or pays in lieu of notice)		<input type="checkbox"/>	<input type="checkbox"/>
14. My employer offers severance pay in case of termination of employment <i>Severance pay is provided under the law. It is dependent on wages of an employee and length of service</i>		<input type="checkbox"/>	<input type="checkbox"/>

05/13 Family Responsibilities





15. My employer provides paid paternity leave <i>This leave is for new fathers/partners and is given at the time of child birth</i>		<input type="checkbox"/>	<input type="checkbox"/>
16. My employer provides (paid or unpaid) parental leave <i>This leave is provided once maternity and paternity leaves have been exhausted. Can be taken by either parent or both the parents consecutively.</i>		<input type="checkbox"/>	<input type="checkbox"/>
17. My work schedule is flexible enough to combine work with family responsibilities <i>Through part-time work or other flex time options</i>		<input type="checkbox"/>	<input type="checkbox"/>

06/13 Maternity & Work





18. I get free ante and post natal medical care		<input type="checkbox"/>	<input type="checkbox"/>
19. During pregnancy, I am exempted from nightshifts (night work) or hazardous work		<input type="checkbox"/>	<input type="checkbox"/>
20. My maternity leave lasts at least 14 weeks		<input type="checkbox"/>	<input type="checkbox"/>

* On question 7, only 3 or 4 working weeks is equivalent to 1 "YES".





DECENTWORKCHECK.ORG

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 21. | During my maternity leave, I get at least 2/3rd of my former salary |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. | I am protected from dismissal during the period of pregnancy
<i>Workers can still be dismissed for reasons not related to pregnancy like conduct or capacity</i> |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. | I have the right to get same/similar job when I return from maternity leave |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. | My employer allows nursing breaks, during working hours, to feed my child |  | <input type="checkbox"/> | <input type="checkbox"/> |





07/13 Health & Safety

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 25. | My employer makes sure my workplace is safe and healthy |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. | My employer provides protective equipment, including protective clothing, free of cost |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. | My employer provides adequate health and safety training and ensures that workers know the health hazards and different emergency exits in the case of an accident |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. | My workplace is visited by the labour inspector at least once a year to check compliance of labour laws at my workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |









08/13 Sick Leave & Employment Injury Benefits

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 29. | My employer provides paid sick leave and I get at least 45% of my wage during the first 6 months of illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. | I have access to free medical care during my sickness and work injury |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. | My employment is secure during the first 6 months of my illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. | I get adequate compensation in the case of an occupational accident/work injury or occupational disease |  | <input type="checkbox"/> | <input type="checkbox"/> |

09/13 Social Security

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 33. | I am entitled to a pension when I turn 60 |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. | When I, as a worker, die, my next of kin/survivors get some benefit |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. | I get unemployment benefit in case I lose my job |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. | I have access to invalidity benefit in case I am unable to earn due to a nonoccupational sickness, injury or accident |  | <input type="checkbox"/> | <input type="checkbox"/> |

10/13 Fair Treatment

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 37. | My employer ensure equal pay for equal/similar work (work of equal value) without any discrimination |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. | My employer take strict action against sexual harassment at workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. | I am treated equally in employment opportunities (appointment, promotion, training and transfer) without discrimination on the basis of:* |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sex/Gender |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Race |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Colour |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Religion |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Political Opinion |  | <input type="checkbox"/> | <input type="checkbox"/> |

* For a composite positive score on question 39, you must have answered "yes" to at least 9 of the choices.

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	Nationality/Place of Birth	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Social Origin/Caste	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Family responsibilities/family status	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Age	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Disability/HIV-AIDS	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Trade union membership and related activities	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Language	😞	<input type="checkbox"/>	<input type="checkbox"/>
	Sexual Orientation (homosexual, bisexual or heterosexual orientation)	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Marital Status	😊	<input type="checkbox"/>	<input type="checkbox"/>
	Physical Appearance	😞	<input type="checkbox"/>	<input type="checkbox"/>
	Pregnancy/Maternity	😊	<input type="checkbox"/>	<input type="checkbox"/>
40	I, as a woman, can work in the same industries as men and have the freedom to choose my profession	😊	<input type="checkbox"/>	<input type="checkbox"/>

11/13 Minors & Youth

41.	In my workplace, children under 15 are forbidden	😊	<input type="checkbox"/>	<input type="checkbox"/>
42.	In my workplace, children under 18 are forbidden for hazardous work	😊	<input type="checkbox"/>	<input type="checkbox"/>

12/13 Forced Labour

43.	I have the right to terminate employment at will or after serving a notice	😊	<input type="checkbox"/>	<input type="checkbox"/>
44.	My employer keeps my workplace free of forced or bonded labour	😊	<input type="checkbox"/>	<input type="checkbox"/>
45.	My total hours of work, inclusive of overtime, do not exceed 56 hours per week	😊	<input type="checkbox"/>	<input type="checkbox"/>

13/13 Trade Union Rights

46.	I have a labour union at my workplace	😊	<input type="checkbox"/>	<input type="checkbox"/>
47.	I have the right to join a union at my workplace	😊	<input type="checkbox"/>	<input type="checkbox"/>
48.	My employer allows collective bargaining at my workplace	😊	<input type="checkbox"/>	<input type="checkbox"/>
49.	I can defend, with my colleagues, our social and economic interests through "strike" without any fear of discrimination	😊	<input type="checkbox"/>	<input type="checkbox"/>

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Results

Your personal score tells how much your employer lives up to national legal standards regarding work. To calculate your DecentWorkCheck, you must accumulate 1 point for each YES answer marked. Then compare it with the values in Table below:



is your amount of "YES" accumulated.

Denmark scored 44 times "YES" on 49 questions related to International Labour Standards

If your score is between 1 - 18

This score is unbelievable! Does your employer know we live in the 21st century? Ask for your rights. If there is a union active in your company or branch of industry, join it and appeal for help.

If your score is between 19 - 38

As you can see, there is ample room for improvement. But please don't tackle all these issues at once. Start where it hurts most. In the meantime, notify your union or WageIndicator about your situation, so they may help to improve it. When sending an email to us, please be specific about your complaint and if possible name your employer as well. Also, try and find out if your company officially adheres to a code known as Corporate Social Responsibility. If they do, they should live up to at least ILO standards. If they don't adhere to such a code yet, they should. Many companies do by now. You may bring this up.

If your score is between 39 - 49

You're pretty much out of the danger zone. Your employer adheres to most of the existing labour laws and regulations. But there is always room for improvement. So next time you talk to management about your work conditions, prepare well and consult this DecentWorkCheck as a checklist.