FAOS

060

Collective bargaining and working time in Denmark 2004

Country contribution to the ETUI Yearbook - Collective bargaining in Europe

Carsten Jørgensen

May 2005

Employment Relations
Research Centre
Department of Sociology
University of Copenhagen

Forskningscenter for
Arbejdsmarkeds - og
Organisationsstudier
Sociologisk Institut
Københavns Universitet

Øster Farimagsgade 5
P.O. Box 2099
DK – 1014 Copenhagen K
Tel: +45 35323299
Fax: +45 35323940
faos@sociology.ku.dk
www.faos.dk

1. Working time in its national and international context

Working time has always been a common topic in collective bargaining in Denmark. Furthermore, during the last ten years the possibilities of concluding company level agreements between employee representatives and management about working time have been systematically extended. The decentralisation of the competences of negotiation, which has been implemented in this period can be viewed as a precondition for the flexibility that has been obtained in the area of working time.

The variation of questions concerning working time that has been taken up has changed considerably during the latest decades. Until the 1980ies the question of the length of working time was dominating. From mid 1980ies the negotiations were concentrated on variable working hours. Since then the focus on working time in Denmark has been centered on flexibility. In contrast to for example Germany working time extension or reduction as a means of regulation has not played any significant role since the introduction of the 37 hours week in 1990. In Denmark a flexible employment protection system is mainly ensured by a combination of flexible rules on recruitment and dismissal and flexible working time arrangements supported by a high level of vocational training.

Especially the Danish employers' representatives has been arguing that the appropriate response to the increased international competition would be a still further developed decentralisation of the collective bargaining system. Nevertheless, also the dominant trade unions have accepted that flexibility concerning the organisation of working time – combined with a high educational level - is the best combination ensuring a high degree of competitiveness and job security.

The European Employment Strategy (EES) has not had any significant impact on working time issues in Denmark. However, the introduction of flexible working time arrangements at workplace in the county/municipal sector was reported in the Danish NAP 2003 (p. 24) as an initiative taken in order to meet the third employment guideline of the EES - 'Address change and promote adaptability and mobility in the labour market'. In the county sector, experiments with new flexible forms of working time organisation have, in particular, taken place in the field of hospitals and medical care.

The transposition of the Working Time Directive (93/104/EC) resulted in a new implementation method of EU directives on the Danish labour market. In accordance with the tradition of regulating working time issues via collective agreements both the social partners and a clear majority in the Danish parliament agreed to implement the Working Time Directive solely via collective agreements. Eventually the Commission did not accept this implementation procedure, arguing that steps needed to be taken in order to ensure that the around 15% of the labour force, which was (and is) not covered by collective agreements, would be covered be the provisions of the directive. The result was a new dual method of implementation on the Danish labour market. The directive was introduced in the collective agreements and follow-up legislation was

passed in the Parliament. The current law gives way to collective agreements more favourable to the employees and is only in force in areas not covered by a collective agreement.

Most of the provisions of the Working Time Directive were already in practice on the Danish labour market, but it was the first time ever that a fixed maximum weekly working time – the 48 hours as specified in the directive – was implemented. Especially the employers saw this as a significant obstacle in agreeing on flexible working time arrangements at company level.

The average agreed weekly working time in Denmark was and still is 37 hours, whereas the reference period in most agreements has been extended to 12 months. That is, the collectively agreed reference period is measured in relation to an average working week of 37 hours. The limit on 48 hours had in practice little relevance within the sectors covered by the directive. It should be added that the opt-out possibility in the directive (§18.1 (b(i)); current §22.1) was not implemented in Denmark.

In September 2004 the Commission published a proposal for a revision of the Working Time Directive. In their respective hearing answers the Danish social partners, the Danish Confederation of Trade Unions (Landsorganisationen i Danmark, *LO*) and the Confederation of Danish Employers (Dansk Arbejdsgiverforening, *DA*) both claim that the directive is a step in the wrong direction – although for different reasons. It is especially the opt-out clause from the demand of a maximum on 48 weekly working hours and the extension by law of the reference period to 12 months that separate the parties. LO finds it unacceptable that the directive still opens a possibility for an individual opt-out from the 48-hour rule; it is in direct contrast to the intention of the directive of ensuring health and safety of the workers and a good balance between working life and family life, it is argued. DA, on the other hand, finds that restricting the opt-out provision offers less flexibility and more bureaucracy – quite in contrast with the aim of the directive to increase flexibility, and leave room for the individual rights of employees. Both DA and LO in their respective answers also regret that the governments' possibility to extent the reference to 12 month will put unnecessary restraints on the social partners and the collective bargaining system.[1] These responses towards the proposed revision of the directive are somewhat more conflictual than what traditionally has been seen when member organisations of LO and DA at sectoral level have concluded agreements with regard to working time flexibility – c.f. below. However, the attitudes of the Danish social partners towards the proposal meet those of ETUC and UNICE.

2. Collective bargaining on working time

As mentioned above issues concerning working time are first and foremost subject to collective bargaining. The lengths of working time, flexible working time arrangements and flexible contracts (fixed term and part time contracts) have all

[1] DA Opinion: Working Time Directive, 15 November 2004. LO: Revision af arbejdstidsdirektivet, www.lo.dk

traditionally been regulated via collective agreements. Though, it should be mentioned that an important exception is salaried employees covered by the Act of the Legal Relationship between Employers and Salaried Employees. Furthermore, EU directives have led to supplementary legislation with regard to fixed-term and part-time work (c.f. above). Regulation of pension age and pre-pension schemes are subject to legislation.

Concerning collective bargaining it was especially the issue of flexible working time arrangements that was on the bargaining agenda in 2004. Therefore, there will be a focus on flexible working time in the following.

Provisions about flexible working time were for the first time included in the collective agreements in 1967. These rules have over the years been extended. A decisive change came in 1995 in the dominant industrial agreement, normally referred to as the Industry Agreement. The previous agreement stated that working time could vary within a period of six *weeks*, so that the average weekly working time over six weeks remained to be 37 hours. In the 1995-agreement this reference period was extended to six *months*, but under the condition that the employers and employees at workplace level could agree on the organisation of working time. This step was significant and gave rise to concern among both the employers' associations and the trade unions. The trade unions feared that the employees in periods would be pressed to accept heavy workloads, while the employers feared that the demand of local agreement in reality would challenge their managerial rights. Nevertheless, the reference period was already in 1998 extended to 12 month, which is also the rule in the current collective agreement in the private sector (2004 – 2007). Also the public sector organisations have implemented a 12-month reference period.

This development in the 1990s was first and foremost a demand on the part on the employers in connection with national level bargaining. Still, it should be mentioned that when such measures were implemented, it also reflects the fact that informal local agreements already were an established practice. The employees and the employee representatives in the individual companies accepted the more flexible schemes and had quite often introduced new informal rules which were in conflict with the then more rigid working time rules laid down in the collective agreements. This took place through the conclusion of the so-called 'closet agreements' which were in conflict with the terms laid down in the collective agreement - typically as regards overtime and other working time rules. Respectively, 27 and 24% of the employee representatives in the two biggest unions in the trend-setting industrial sector, Dansk Metal (The Union of Metal Workers in Denmark) and SiD (the General Workers' Union) affirm that they have concluded such closet agreements[2].

More or less paradoxically there have been examples of employee representatives who strongly protested when the trade unions met the demands of the employers and in doing so often just formalised an informal practice. There are

[2] Strøby Jensen et al. 1998: *Tillidsrepræsentanten mellem krav og udfordringer. En analyse af tillidsrepræsentantuddannelse og fremtidige kompetencer* (TR-undersøgelsen 98 - made by FAOS for LO).

also examples of cases where the closet agreements are actually in compliance with centrally fixed rules which the two parties at the local level are not aware of. But this does not change the fact that these closet agreements can be seen as an expression of an alliance between the two parties at company level. Such alliances seems to have emerged in the light of new management strategies and the ensuing new forms of work organisation and they will - if necessary - oppose the parties at the central level and establish their own local regulation system, which may subsequently be spread to other fields and gradually lead to a change in the agreements concluded at the central level.

This process of decentralising competences of negotiation has been characterised as a process of organised decentralisation or centralised decentralisation, emphasising that organisational mergers at national level have led to a centralisation of social partners' organisations, while the bargaining process has become still more decentralised. However, whereas both centralised regulation as well as centralised decentralisation are characterised by hierarchical governance with a strong top-down character, the still more autonomous company level negotiations implies a more horizontal ad-hoc form of governance. This form of regulation is not necessarily hierarchical. It may be a matter of bottom-up influence instead of top-down steering, i.e. a form of reversed hierarchy. But it may also be a matter of a shifting or failing connection between the different levels. It can be characterised as multi-level regulation[3].

3. Outcomes of bargaining

Collective bargaining in Denmark 2004 took place in the dominating private sector covering all sectors with the exceptions of agriculture and finance. On 21 March 2004, LO and DA (see above for full names) agreed to an overall compromise settlement to conclude 2004's various sectoral collective bargaining rounds across the major part of the private sector that they represent. The settlement was drawn up by the Public Conciliation Service (Forligsinstitutionen), and subsequently accepted in a membership ballot.[4]

According to more or less informal bargaining rules under the umbrella of LO and DA, the Industry sector is the first to present a bargaining result, which then will act as guideline for the other sectors. This also happened in 2004. Concerning working time in particular two new aspects in the Industry Agreement drew attention. They both introduced a wider range of competences in local agreements

The first is a renewal in the current Industry Agreement that gives the local partners increased manoeuvrability by the introduction of a pilot scheme, which

[3] Jørgen Steen Madsen, Søren Kaj Andersen, Jesper Due, *From centralised decentralisation towards multi-level regulation – Danish employment relations between continuity and change*. Invited paper, IIRA 6th European Congress, Oslo June 25 - 29, 2001. FAOS, May 2001.

[4] EIROnline: Denmark: Overall compromise reached in private sector bargaining, 31 March 2004; European Foundation for the Improvement of Living and Working Conditions.

makes it possible to deviate from a number of rules in the agreement, among these vocational training and working time. A similar opening clause concerning working time was already present in the former agreement but concluding such local agreements implied acknowledgment of the the sectoral parties to the Industry Agreement, i.e. the Central Organisation of Industrial Employees (*CO-industri*) and the Confederation of Danish Industries (Dansk Industri, *DI*). In the new agreement it is established as a right for the local partners to conclude agreements that differ from the central agreement, and the central partners, CO-industri and DI, are only to be informed. The element of control is thus abolished. From the employers' perspective this provision offers more flexibility because the agreement can be tailor-made to the single company. From the union perspective the role of the shop steward is strengthened because a local framework agreement between the parties is a precondition and, furthermore, that the opening clause can only be agreed at workplaces with an elected shop steward. An important element in these local agreements is that each side can denounce an agreement with a two months term of notice. If this happens the rules laid down in the sectoral collective agreement will once again be in force.[5]

The possibility for opening clauses is defined as a pilot scheme, which expires at the end of the agreement period in 2007. Hereafter the provisions in the agreement from 2000, where the central parties must acknowledge local agreements, are back in force – unless otherwise agreed. But seen in the light of the development towards increased local freedom of action during the last decade, it is possible that the partners will agree to renew or even extent the provision.

The other new provision which extents the decentralisation of the bargaining system in Industry is the possibility to implement variable working time (§9.2.). So far such variations could only be implemented under the condition of local agreement, i.e. agreed between management and employee (union) representatives. In the future the local partners still have to agree on a framework, but the actual organisation within this framework is now agreed directly with the single employee or groups of employees. By this the employers have taken a step in the direction of individualisation of working time while the unions have maintained the collectively agreed framework.

There is a difference between the two provisions about working time. In the first case – the pilot scheme - the agreed number of extra working hours is followed by wage compensation. That was a demand of the unions. The extra hours are not considered overtime though, and therefore paid as normal hours if not otherwise agreed. The other provision deals with the average weekly working time. In this case the variable working hours are equalised over the agreed

reference period. The maximum period is 12 month as agreed in the central agreement. This is prescribed in the law implementing the Working Time Directive, and there is no opt-out possibility in relation to this provision in Denmark. The scope for making local agreements about flexible weekly working

[5] Jesper Due & Jørgen Steen Madsen: *Overenskomstforhandlingerne 2004* , FAOS research paper 47, Department of Sociology, University of Copenhagen, April 2004

time thus is between the central agreement and the directive as implemented in the Danish law, i.e. a maximum of 48 hours a week in average over a reference period of 12 months. There is no opt-out possibility from this provision in Denmark. By introducing these provisions in the Industry Agreement of 2004 it could be said that further decentralisation has been provided, and that a tendency in this connection to transfer the framework character of the central bargaining area to the company level is shown. It could also be said that the new possibilities in the name of flexibility is a step towards individualisation. This raises the question whether a certain degree of top-down coordination and control prevails or if bottom-up effects and more *ad* hoc horizontal processes of coordination challenge the overall coherence of the bargaining system. The opening clause has so far been used according to the intensions; there are an increasing number of local agreements about working time. The companies report to the central organisations, DI and CO-industri the character of the local agreement, and DI and CO-industri has further agreed to keep each other informed of reported agreements. DI informs that as of April 2005 approximately 40 local agreements under the pilot scheme of the Industry Agreement have been concluded. The type of agreements varies, but according to social partners representatives none of the local agreements are aiming to go beyond the centrally agreed normal 37 weekly working hours as reference point.

It is possible to find examples of collective agreements concluded in 2004 that have led to working time extensions. The Scandinavian Airlines, SAS, has for a number of years been suffering from a substantial economic deficit. New agreements for e.g. pilots and cabin crew led to both working time extension and wage decrease. Trade union representatives complained about these agreements, but nevertheless accepted that cuts in costs were necessary in order to ensure the survival of the airline company.

Another much debated agreement was concluded at an abattoir in the town of Ringsted. The employer stated that all activities would be outsourced to Germany if a new local agreement failed to introduce cuts in costs. This did not lead to working time extensions, but to an agreement that reduced wages by 15%. The agreement was accepted by a clear majority of the employees, but rejected by their trade union, The Danish Food and Allied Workers Union, NNF. The trade union claimed that the local agreement was not in line with the sectoral agreement. Subsequently, trade union representatives were involved in a second round of negotiations that led to the conclusion of a new agreement with a 14% reduction in wages. The new agreement contained a different distribution of wage-cuts among various groups of employees. This time the trade union acknowledged that the agreement was to be seen as part of a special pilot-scheme in the sectoral agreement allowing substantial deviations in local agreements. However, the employees at the abattoir rejected the new agreement in a ballot. Most likely, pressures from colleagues at other abattoirs, where strikes had been organised, and the debate in the media led the employees to turn down the proposal for wage-cuts in order to save workplaces. Shortly after it was announced by the management that the site was to be closed down. This specific course of

events show that the bargaining system contains quite far reaching possibilities for concluding local agreements that deviate from the sectoral level agreement. However, trade unions or even more so the larger part of the employees was not prepared to accept such deviations.

4. Collective bargaining and the labour market

The 2004 collective bargaining round did not focus in particular on flexible contracts - part-time contracts, fixed term contracts, temporary agency work – or other possible working-time related issues like retirement age, pre-pension or parental leave. The extension of flexible employment contracts is shown in the attached table 2. Part-time contracts and fixed-term contracts are not widespread in Denmark as in other EU countries, which is mainly due to flexible rules on the labour market on recruitment and dismissal, including rather short notices of dismissal, combined with a low level of unemployment – 5.4% in 2004 and 5.6% the year before.[6]

The state pension age in Denmark is 65 years. In the adopted Budget for 1999 it was lowered from 67 to 65 with effect from 2004 as part of a larger retirement scheme that aimed at making access to early retirement at the age of 60 less attractive seen in the light of the ageing of the workforce.[7] The early retirement benefit and pension were introduced 1979 in order to make way for the younger people at the labour market. In 1999, as all over Europe, the demographic composition had changed towards an ageing workforce. One of the ways to tackle this problem was to reform the early retirement pension scheme; this time aimed at keeping older workers at the labour market. Technically speaking, the possibility to withdraw from the labour market at the age of 60 was maintained; but the rules for receiving early retirement pension payment were tightened and made less attractive.[8]

The reform, which was almost literally adopted over night without prior consultation of the social partners, was received with loud protests from the larger part of the trade union movement. The early retirement scheme was introduced to benefit the 'worn-out' unskilled workers; the same who now were the less-benefited after the new reform. The then Social Democratic government in reality lost its life by ensuring a fast settlement with non-socialist parties. Especially the Prime Minister, Poul Nyrop Rasmussen, lost in credibility, because he only seven months before during the general election campaign had expressed that the 'early retirement benefit and pension would not be touched'. Three years after Mr Nyrop Rasmussen and the Social Democrats lost the following general election to a liberal-conservative coalition, which also won the election in February 2005.

---

[6] Percentage by EU-definition, Ministry of Finance: *Økonomisk oversigt*, maj 2005.
[7] G. Fajertag (ed.*): Collective bargaining in Europe 1998-1999* – Denmark, ETUI 2000
[8] New early retirement rules cause controversy. EIROnline: Denmark, December 1999.

The original reform had been a success. Not only the intended unskilled workers, but also salaried workers and professionals in large numbers seized the possibility for an early retirement pension, which was a good economic input, although not high, if combined with a sound private pension. This was the case of the academics, but seldom of the unskilled. The number of early retirees consequently grew, and a reform was presumably inevitable.

The early retirement pension is still a hot issue in the political debate in Denmark. After having lost the general election for the second time in a row in early 2005, the Social Democrats felt a need of regrouping. The winner of the internal election for new president of the party, Helle Thorning Schmidt, had during her campaign emphasised that the early retirement pension had to fade slowly away. Mrs Thorning Schmidt proposed that the early retirement benefit and pension should be abolished concerning people under the age of 40 as of today. The trade union movement are divided in the question, and the result of the political debate has still to be seen.

Statistically speaking the reform of 1999 has not shown successful. In 1999 149,000 person were receiving an early retirement benefit; at the turn of the millennium this number had increased with 10,000 and in 2004 181,000 persons received an early retirement benefit.[9]

The temporary agency work is an industry in growth in Denmark. The turnover in the sector has increased 10-fold since 1993, and the number of agencies has been more than doubled since mid-1990ies. In 2002 the turnover was DKK 3.3 billion (EUR 443 million) according to Statistics Denmark (Danmarks Statistik).

Several factors contribute to the recent growth.[10] One factor is the present favourable situation of the Danish economy with low unemployment leading to bottlenecks on the labour market.

In 2001 the agencies employed 32,206 temporary agency workers who together contributed with 13, 5 million temporary agency work hours, or equivalent to 8,000 full-time employees. The number of agencies was 550 in 2001, but the main part of the turnover is concentrated among the largest agencies like Adecco and Manpower. Furthermore, the main part of the turnover is divided between three categories of temporary workers – health care, production/storage/chauffeurs, and administration. Undermanned staff in hospitals has lead to extended use of nurses recruited from the temporary work agencies.

However, in spite of impressive growth rate the last ten years, the use of temporary agency work is still relatively limited in Denmark as compared to other European countries. Only 0.2% of the employment in Danish companies' is covered by temporary agency workers in 1999, whereas in Sweden the share

---

[9] Ministry of Finance: *Økonomisk oversigt 2002, 2004*. The Danish employment level balances around 2.7 million persons between 16 and 66 years of age.

[10] In 1990 regulation of the temporary work agencies were abandoned in order to make it easier to establish flexible temporary work agencies. Until 1990 regulation was comprehensive. The agencies needed a permission to perform activities and standard contracts with the temporary workers were compulsory. The European Foundation for the Improvement of Living and Working Conditions: *Temporary agency work national reports: Denmark*, Dublin 2002 and Statistics Denmark 2003

of temporary agency workers in the total employment is 0.8%. German companies use 0.7% and at the most developed markets such as Holland and the United Kingdom the share of temporary agency workers is about 4.6% and 4% of employment.[11]

The industry of temporary agency work suffered from a bad reputation before the increase began; bogus companies hiring unorganised workforce without any protected rights, etc. That is not the case anymore, if it has ever been. Eight out of ten temporary work agencies are members of an employers' association, the Danish Commerce & and Service (Dansk Handel og Service), and they have collective agreement with all relevant trade unions.

For further information related to the questionnaire in the outline of the present study, see the attached table 2.

Appendices

Table 1. Working time development in the private LO/DA sector

Year	Agreed weekly working hours	Weekly holidays a year	Agreed special holidays a year
1960	45,0	3	-
1970	41.8	3	-
1974	40.0	4	-
1986	39.0	5	-
1987	38.5	5	-
1988	38.0	5	-
1989	37.5	5	-
1990	37.0	5	-
1998	37.0	5	1
1999	37.0	5	2
2001	37.0	5	4
2003	37.0	5	5
2004	37.0	5	5

Source: Confederation of Danish Employers (Dansk Arbejdsgiverforening, DA) Arbejdsmarkedsrapport 2004 (Labour Market Report 2004) p. 168

[11] The European Foundation for the Improvement of Living and Working Conditions: Temporary agency work in the European Union, 2002.

Table 2	2001			2002			2003			2004		
	Types of contract											
	Total	***Men***	***Women***	***Total***	***Men***	***Women***	***Total***	***Men***	***Women***	***Total***	***Men***	***Women***
% employed on full-time open-ended contract *	*65*	*71.9*	*57.1*	*64.8*	*70.8*	*58.1*	*64*	*71.6*	*55.5*	*64.8*	*72.2*	*56.4*
% employed on fixed-term contract*	*6*	*5.4*	*6.6*	*5.8*	*5.6*	*6*	*5.9*	*5.8*	*6*	*6.2*	*6.2*	*6.1*
% employed on part-time contract**	*20.2*	*10.2*	*31.7*	*20.1*	*11.1*	*30.3*	*21.3*	*11.6*	*32.7*	*22.3*	*12*	*34*
% employed working through temp agency ***	*0.29*			*0.29*			*0.28*			*NA*		
% employed that are self-employed *	*7.52*	*10.76*	*3.90*	*7.47*	*10.70*	*3.91*	*7.17*	*10.27*	*3.72*	*7*	*9.9*	*3.7*
	Working hours											
Statutory maximum working week (hours)	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*	*48 hours*
Statutory maximum working day (hours) ****	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*	*13 hours*
Average collectively agreed normal weekly hours	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*	*37,0 hours*
Examples of collectively agreed normal weekly hours in a number of important sectors or branches (if differences exist)	*No differences*											
Sector 1												
Sector 2												
Sector …												
Average collectively agreed annual number of working hours	*1643 hours*			*1643 hours*			*1636 hours*			*1665 hours*		
Usual hours worked per week, full time employees **	*40.0*	*41.6*	*38.3*	*39.9*	*41.6*	*38.1*	*39.9*	*41.5*	*38.2*	*39.9*	*41.6*	*38.1*

Examples of usual hours worked per week in a number of important sectors or branches (if differences exist)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Sector 1												
Sector 2												
Sector …												
Usual hours worked per week, part-time employees **	*18.3*	*14.8*	*21.8*	*17.3*	*13.9*	*20.7*	*17.7*	*14.3*	*21.1*	*17.7*	*14.6*	*20.7*
Statutory maximum hours of overtime per year	*****			*****			*****			*****		
Average collectively agreed maximum hours of overtime per year	-											
Examples of collectively agreed maximum hours of overtime per year in a number of important sectors or branches (if differences exist)												
Sector 1												
Sector 2												
Sector …												
Actual average number of hours overtime worked per year, per employee	NA --	NA	NA	NA --	NA	NA	NA --	NA	NA	NA --	NA	NA
Examples of actual average number of hours overtime worked per year, per employee in a number of important sectors or branches (if differences exist)												
Sector 1												
Sector 2												
Sector …												
	Annual leave											

Statutory minimum annual paid leave (days) ---	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*	*25 working days or 5 weeks*
Average collectively agreed annual paid leave (days) ----	*25 working days + 4 days*	*25 working days + 4 days*	*25 working days + 4 days*	*25 working days + 4 days)*	*25 working days + 4 days)*	*25 working days + 4 days)*	*25 working days + 5 days*	*25 working days + 5 days*	*25 working days + 5 days*	*25 working days + 5 days*	*25 working days + 5 days*	*25 working days + 5 days*

* Data source: Statistics Denmark (Danmarks Statistik). Note: figures concerning contract conditions and self-employed are own calculation, and are percentages of the total number of employees in Denmark.

**Data source: Eurostat. The figures concerning part-time workers show percentages of the total number of employees in Denmark.

Note: The data available is collected on a quarterly basis; hence FAOS has calculated a yearly percentage to fit this table. Figures from 2001-2003 are calculated as an average over the four quarters of the year, whereas only the three first quarters of 2004 are covered in this report.

*** Own calculation based on performed temporary agency working hours, Statistics Denmark.

**** Data source: Confederation of Danish Employers (Dansk Arbejdsgiverforening, DA). The statutory rest period between two working days is minimum 11 hours; with a few compensations regarding specific sectors.

***** There is no statutory maximum hours for overtime.

- There has been no collective agreement on maximum overtime hours per year since 2000. The reason is the increased possibility to conclude agreements on flexible working time.

-- These data are not available, but it is possible to get more insight on the subject in a report published by Eurostat: “Working time” from November 2004. Here it is illustrated that women approximately had 8.5 hours overtime work per week and men almost 10 hours per week in 2001. Additional information on overtime within different sectors is available here.

---The Holiday Act

---- Confederation of Danish Industry, Danish Industri: ”Industriens Overenskomst 2000-2004”. Special holidays.