

# GUIDELINES ON WORKING HOURS 2021

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## FOREWORD

FA and Finansforbundet have jointly prepared this guide on working hour conditions. The purpose is to provide you with answers and solutions to the questions and challenges associated with the most commonly used working time rules in the Standard Collective Agreement (STOK) as well as on-call duty, call-in and consultation. The guide has been prepared to assist in the work of interpreting and applying the working time rules locally.

FA and Finansforbundet are jointly and severally available to explain and solve problems that may arise in connection with the day-to-day interpretation and handling of the working time rules.

### Company collective agreements (VOKs)

In companies where a company collective agreement (VOK) has been concluded, there may be agreed working time rules that are different than in STOK. This is because, in addition to the many local agreement options that STOK allows for, VOKs also have additional options for agreed rules tailored to the individual company. All of STOK's provisions are defined as common or standard provisions.

- **Common provisions** cannot be deviated from in a VOK, which means that the parties may only agree to terms that are identical or better than STOK's.
- **Standard provisions** can be deviated from in a VOK, which means that the parties may freely agree on terms that suit the company.

With regard to working hours, the following paragraphs are standard provisions – i.e. they can be deviated from in a VOK:

- § 5 Fixed working hours
- § 6 Agreed working hours
- § 7 Extended agreed working hours
- § 9 Agreements and supplements
- § 10 Special work assignments
- § 11 Breaks
- § 14 Shifts determined by the company
- § 15 Special conditions in the IT area
- § 16 Scaling down and setting off of supplements
- § 18 Additional work
- § 19 Machine and system-dependent additional work
- § 20 On-call duty, call-in and consultation
- § 21 Duty terminals
- § 22 Participation in meetings and course events
- § 23 Business trips
- § 24 Travel expenses

## STOK'S WORKING HOUR SYSTEM

Overall, STOK's working hour system is based on these key provisions:

- **Working hours set by the company (§ 5)**
- **Agreed working hours (§ 6)**
- **Extended agreed working hours (§ 7)**
- **Fixed salary and independent work organisation (§ 8)**
- **Time bank (§ 12)**
- **Flextime (§ 13)**

In addition, it is possible for the company and the union representative to enter into local agreements.

However, if there is no union representative at the company, it is Finansforbundet and the company/FA that conclude the local agreements.

### Length of working hours/annual standard hours

(STOK's § 3)

Your annual working hours/annual standard hours depend on the type of employee you are. In STOK, there are three different annual standards depending on whether you are a financial employee, IT employee or shift employee.

The annual standard is essentially as follows:

- **Financial employee** (full-time employee): 1924 hours per year/37 hours per week
- **IT employees** (full-time employees): 1872 hours per year/36 hours per week<sup>1</sup>
- **Shift employees** (full-time employees): 1690 hours per year/32.5 hours per week.

### Forms of working hours

(STOK's § 5, 6, 7 and 8)

STOK operates with the following three rule sets in relation to placement and organisation of the employees' working hours:

- **Fixed working hours (§ 5)**
- **Agreed working hours (§ 6)**
- **Extended agreed working hours (§ 7)**
- **Fixed salary and independent work organisation (§ 8)<sup>2</sup>**

The employee is thus either covered by fixed working hours, which the management determines, or by agreed/extended agreed working hours, where the placement of working hours is agreed between the management and the employee and/or the union representative.

### Fixed working hours

(STOK's § 5)

For fixed working hours, the company may determine the placement of the employee's working hours Monday to Friday within the time frame of 8 a.m. to 5 p.m. and on one working day within the time frame of 8 a.m. to 7:15 p.m.

The employee's daily working hours may vary from 6-10 hours. Full-time employees' weekly working hours must be 37 hours (IT may be 36 hours). Part-time employees are treated proportionately.

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<sup>1</sup> It may be locally agreed that the annual standard for IT staff is raised to 1924 hours, such that the transition from 36 hours to 37 hours per week is remunerated with payment for 1.5 hour, see STOK, Section 3, Paragraph 1.

<sup>2</sup> See FA and Finansforbundet's Guide on Fixed Salary and Independent Work Organisation for more information

The employee's weekly working hours thus cannot vary in length, and the employee must know their working hours at least 4 weeks in advance, i.e. changes to the established working hours must be notified 4 weeks in advance.

### **Service/technical employees and fixed working hours**

(STOK's § 5)

For service/technical employees, there are slightly different rules, i.e.:

- The company can place their daily working hours in the time frame of 6 a.m. to 5 p.m. Monday to Friday
- No supplement is paid for work at special times on weekdays in the period from 6 a.m. to 8 a.m.
- Placement of the weekly working hours may vary over the days of the week, but for full-time employees the daily working hours must be at least 6 hours.

Service/technical employees are also entitled to know their working hours 4 weeks in advance.

### **Agreed working hours**

(STOK's § 6)

Agreed working hours give the manager and the employee the opportunity to agree to place working hours in the time frame 6 a.m. to 8 p.m. Monday to Friday.

I.e., if there is a desire for work to regularly be performed in the time frame of 6 a.m. to 8 p.m. on weekdays, an individual written agreement on this must be concluded between the individual employee and the manager.

This individual agreement must establish, amongst other things, on whose initiative the agreement was concluded, as the company does not have to pay supplements for work at special times if the agreement was concluded at the employee's initiative, and full supplements if it was instead concluded at the company's initiative.<sup>3</sup>

For example, it is at the company's initiative if it places a job advertisement where it is required that work be performed within the time frame in Agreed working hours.

It is at the employee's initiative if the employee, e.g. wants to arrive early, because it fits with his neighbour's arrival time, so they can share transport to and from work.

Within Agreed working hours, the manager and employee have the opportunity to agree on organisation of working hours within these frameworks:

- The working hours can be placed on the 5 weekdays of the week within the time frame of 6 a.m. to 8 p.m.
- The weekly working hours can vary between 20 and 43 hours spread over 2 to 5 days
- The average weekly working hours over 4 weeks must be 37 hours and 36 hours respectively (IT)
- Regardless of whether someone works a fixed 37 hours weekly or has varying weekly working hours, they must know their working hours at least 4 weeks in advance
- The employee may terminate the agreement with 4 weeks' notice if the agreement has been concluded at the employee's initiative. Otherwise, the company and employee may terminate the agreement with 3 months' notice
- When the notice period expires, the employee must be covered by the rules in Fixed working hours, see STOK, Section 5.

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<sup>3</sup> Supplements here refers to the supplements for work at special times described in STOK, Section 9, Paragraph 4.

### Examples where it is necessary to conclude agreements on Agreed working hours

- It is necessary to conclude an agreement on Agreed working hours if the company wants customers to be offered advice until 8 p.m. on weekdays.
- Or if the financial employee wants to perform work during the period of 6 a.m. to 8 a.m. on weekdays, it will also be necessary to conclude an agreement on Agreed working hours.

### Extended agreed working hours

(STOK's § 7)

Extended agreed working hours all for agreements where the employees' working hours are placed on any day of the week and any time of day, i.e. 24/7.

Before working hours can be placed any time of day on all days including weekends and public holidays, a local agreement must be concluded between the union representative and the company.

The local agreement must contain the following elements:

- Effective date
- Which duties, departments and/or functions are covered by the agreement, e.g. a call centre.
- Notice period of 6 months to end at the end of a month

For an individual employee to be able to work within the frameworks of the local agreement on Extended agreed working hours, there must also be an individual written agreement concluded between the employee and the management describing the placement of the working hours. This individual agreement must establish on whose initiative the agreement was concluded, as the company only has to pay supplements if the agreement was concluded at the employee's initiative, and full supplements if it was concluded at the company's initiative.<sup>4</sup>

For example, it is at the company's initiative if it places a job advertisement where it is required that work be performed within the time frame in Extended agreed working hours, whereas it is at the employee's initiative if the employee wants to work within the frameworks of Extended agreed working hours because it harmonises better with their personal and family life.

The individual agreement can be terminated by the employee with 4 weeks' notice and by the company with the employee's notice period in accordance with the Danish Salaried Employees Act. When the notice period expires, the employee must be covered by the rules in Fixed working hours, see STOK, Section 5.

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<sup>4</sup> Supplements here refers to the supplements for work at special times described in STOK, Section 9, Paragraph 4.

Extended agreed working hours allow for the following flexible frameworks:

- The working hours can be placed on a 24-hour basis on any day of the week, including holidays
- Working hours can be placed over 2-6 days per week
- The average weekly working hours may vary over a period of no more than 26 weeks
- The daily working hours may vary between 4 and 12 hours
- The agreed weekly working hours may at maximum be 42.5 hours
- In each week, the working hours including additional work<sup>5</sup> may not be more than 48 hours
- The employee is entitled to know their working hours at least 4 weeks in advance

If the employee and management have a desire for there to be more than 37 hours of work per week, Extended agreed working hours thus provides an opportunity to meet this need by managers and employees agreeing on weekly working hours of up to 42.5 hours over a period of maximum 26 weeks. However, it cannot be planned to have more than up to 42.5 hours weekly over 26 weeks in the employee's work schedule.

The employee may thus agree to have a working time percentage of more than 100 percent. The hours in addition to the employee's usual working hours, e.g. 37 hours, and up to 42.5 hours are paid on a 1:1 basis. In practice, this means that the employee can agree to work up to 42.5 hours weekly without the hours from 37 and up to 42.5 being remunerated as additional work.

If the employee's weekly working hours exceed 42.5 hours in a single week, the hours in addition to 42.5 hours are paid as additional work and deposited in the time bank.

#### **Examples where it is necessary to conclude agreements on Extended agreed working hours**

**It is necessary to conclude a local agreement on Extended agreed working hours if there will be work in call centre after 8 p.m. on weekdays, on weekends or on public holidays.**

**Or if the company wants work to be performed in the time frame of 4 p.m. to 10 p.m. on all days of the week, it is necessary to conclude a local agreement on Extended agreed working hours.**

**It is also necessary to have a local agreement on Extended agreed working hours if the company wants to offer full-time employees longer weekly working hours than what they were hired for, even if the working hours are performed in the time frame of 8 a.m. to 5 p.m.**

#### **Special work assignments**

(STOK's § 10)

See FA and Finansförbundet's joint guide on this.

#### **Time bank**

(STOK § 12)

The time bank tells you how much free time the employee has left or whether they owe the company some working hours. An account must be kept for each employee. This means that all employees in the company are entitled to a time bank.

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<sup>5</sup> Overtime work has been removed from the Standard Collective Agreement. However, overtime may be relevant if there is an agreement on fixed overtime in a company collective agreement.

## **Content and balance of the time bank**

Unless otherwise agreed between the company and the union representative, the following elements are deposited in the employee's time bank:

- Additional work hours
- Machine and system-dependent additional work
- Substitute holidays for work on public holidays
- Supplement for on-call duty, call-in and consultation
- Supplement for work in the time frame of 6 p.m. to 8 a.m. and on Saturdays, Sundays and public holidays
- Supplement for change in agreed working hours
- Supplement for change in shift rota (STOK, Section 14, Paragraph 5)<sup>6</sup>
- Scaling-down supplement
- Flextime<sup>7</sup>

In addition, dependants' leave<sup>8</sup> and contractual holidays (6th holiday week) are deposited in the time bank at the time of allocation. However, the 6th holiday week is only added from 1 September 2021.

Apart from dependants' leave and the 6th holiday week, there is also the possibility of agreeing on excluding some of these elements and/or including other elements in the time bank. However, the time bank must not be made illusory. All elements added to the time bank are converted to time in accordance with the current hourly wage at the time of earning.

The time bank's balance is generally max. 481 hours and 21 hours in deficit, unless the company and union representative agree on a different limit. The development of the balance must be discussed between the manager and the employee at least once a year. It is the management's responsibility to initiate this discussion before the maximum/minimum is reached. A higher maximum can be agreed if the employee has a purpose for the balance, e.g. a longer round trip. Therefore, the local agreement must not exclude the possibility of such individual agreements being concluded.

## **Payment or time off in lieu of the time bank balance**

The employee is free to choose whether the balance will be compensatory leave or be paid out. Payment is made at the current hourly wage at the time of earning. Full pension must be paid for payments from the time bank, i.e. both the employer and the employee contribution.

If the employee wishes to take time off in lieu from the balance, it must be agreed with the company under balanced consideration for both the company and employee's needs. In practice, this means that it is up to the employee and the local manager to find space for the time off in a way that is sensible for all parties.

Time off in lieu is preferably taken as half or full consecutive days and the employee is entitled to time off in lieu of up to 3 consecutive days. This does not mean that no more time off in lieu can be taken if there are more hours in the balance, but this requires local agreement.

It is the manager's obligation to ensure that the time off in lieu is taken no later than 3 months after the employee has made a request to this effect.

The employee and manager can also agree that the balance be used for a longer period of time off, leave or reduced working hours. If the employee cannot have their request met, then the employee is entitled to have management come up with a plan for settling a longer period of time off no later than 3 months after the request is made. However, employees are not entitled to having the time off be taken within the 3 months.

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6 Other shift supplements are not added to the time bank unless agreed locally.

7 Unless otherwise agreed locally, flextime in the time bank can only be taken as time off in lieu.

8 See also FA and Finansförbundet's Guide on Dependants' Leave for more information.



The company must provide a registration system. The registration system must allow someone to see which type of deposits are made in the employee's time bank and how the withdrawals are distributed between time off in lieu and payment. Thus, it must be possible to see whether a deposit comes from additional work, dependants' leave, flextime or something else, so the employee can keep track of whether the remuneration is correct.

There is no corresponding consideration as far as withdrawals from the time bank are concerned. Here it is enough to specify whether the balance is paid or taken as time off in lieu. The employee must also have access to information on the balance of the time bank.

#### **Agreement on statistical information on the time bank**

The company must provide statistical information on the time bank's usage to the union representative as needed. Content, time and form are agreed locally. This is anonymised information that enables the union representative to analyse relevant matters concerning working hours, e.g. whether the balance is paid or taken as time off in lieu.

#### **Time bank in the event of termination or dismissal**

There can be no offsetting in the balance of the time bank in connection with being released from one's duties. This applies both if the employee resigns or if the employee is dismissed by the company. However, the company can announce hours corresponding to the 6th holiday week to be taken before the employee resigns.

Time off in lieu may take place during a notice period if the employee and manager agree on this. The employee can also choose to have their balance paid in connection with the next salary payment.

## **FLEXTIME**

(STOK § 13)

The right to flextime means that the employee can arrive earlier/later and depart earlier/later and that there must be a balanced opportunity to earn and settle hours by using flextime responsibly and taking into account the company's operations.

It is up to the employee how they wish to use the right to flextime, but the company/department must function, so it is a prerequisite that consideration be given to both the company's operations and the colleagues. The use of flextime is coordinated on an ongoing basis in an informal manner.

#### **Who is cut off from the right to flextime?**

The company can oppose flexitime for individuals or groups of employees if their work is incompatible with it. The local union representative must be given reasons why the work is incompatible with flexitime.

Incompatibility means that it is not enough that it is difficult to manage, and it shall be a requirement that the company's planning of staffing respects the employees' right to flexitime to the greatest possible extent.

If there is a disagreement as to whether the work is incompatible with flexitime, the case can be brought to the union representative, and for ongoing disagreement can be discussed between FA and Finansforbundet.

Abuse of flexitime must not occur, and the employee's opportunity to organise their daily working hours must be taken responsibly and taking into account the company/department's operations. The employee must thus not use flexitime to be at work an extra 2 hours a day, unless there is work for it, as additional work must otherwise be ordered.

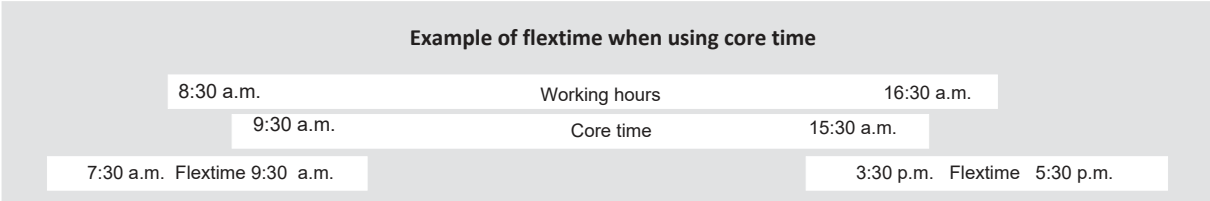
There are the following 3 ways to work with flextime:

**A. Flextime when using core time**

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**Core time is the time when some or all employees must be present.**

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The employee has the right to flextime up to 2 hours around a core time. The core time shall be “agreed” for each employee or group of employees. However, it is not specified in STOK who this agreement shall be concluded between. Therefore, the agreement can be concluded directly between the employee and the manager, between the local management and the union representative or between the company and the union representative.

Regardless of the level at which the core time is agreed, the individual employee must have a genuine balanced opportunity to both earn and settle flextime.

If, for example, the core time is too long, it may cover almost the entire working time, thereby cutting the employee off from settling flextime. Therefore, core time must be shorter than the employee’s daily working hours.

On the other hand, if the core time is too short, there is a risk that there will be no chance of earning flexitime. Earning flexitime presupposes that the employee works beyond their normal daily hours. The employee must thus have the opportunity to both arrive earlier and depart later in order to earn flexitime. Therefore, it is recommended that the core time be set from 1-2 hours after normal arrival time to 1-2 hours before normal departure time.

If the employee’s working hours are, e.g. from 8:30 a.m. to 4:30 p.m., it is recommended to schedule a core time from 9:30 a.m. to 3:30 p.m.

This core time allows for flexitime in the period from 7:30 a.m. to 9:30 a.m. (2 hours) and flexitime in the period from 3:30 p.m. to 5:30 p.m. (2 hours). At the same time, there is a balance in the opportunity to earn and settle flexitime, because the employee can earn hours during the time periods of 7:30 a.m. to 8:30 a.m. (1 hour) and 4:30 p.m. to 5:30 p.m. (1 hour) and settle hours in the time periods of 8:30 a.m. to 9:30 a.m. (1 hour) and 3:30 p.m. to 4:30 p.m. (1 hour).

**Example of flexitime when using core time**

The company also has the opportunity to meet the need for staffing by agreeing on overlapping core times. Overlapping core times means that if the department, e.g. must be staffed in the time period of 8 a.m. to 11 p.m., a group of employees can have core time from 8 a.m. to 1 p.m., another group of employees can have core time from 1 p.m. to 6 p.m., and a third group of employees can have core time from 6 p.m. to 11 p.m.

**B. Flextime when using arrival and departure time**

This model is often simpler to use and manage in practice, especially if the company has a mixture of full-time and part-time employees or has employees with different arrival and departure times. In these situations, it can simply be agreed that the employees use flexitime in relation to their arrival and departure times, and in this way all employees can be accommodated instead of agreeing on several different core times. By using this model, the employees can use flexitime up to 2 hours around their arrival and departure times. For example, how this can look in practice is shown below.

### Example of flextime when using arrival and departure time

8:30 a.m.	Core time	4:30 p.m.
7:30 a.m. Flextime 9:30 a.m.		3:30 p.m. Flextime 5:30 p.m.

### C. Flextime using local agreement

A local agreement may also be concluded on expanded opportunities for flextime. For example, this could be in departments where there is only a need to ensure that everyone is present a few hours a week, or if there is a need to use flextime for more than the two hours there is a right to, and where the work allows for the flextime to be expanded.

For example, if a department only needs to ensure that everyone is present at a weekly departmental meeting, this time frame can be set as the core time. The flextime is then the other fixed/agreed working hours plus 1 hour before and after arrival and departure time.

### Example of flexitime by local agreement

If the departmental meeting is Thursday between 1 p.m. and 4 p.m. and the employees' working hours are 9 a.m. to 5 p.m. (Friday until 4:30 p.m.), then the flexitime can be:

- Monday to Wednesday between 8 a.m. and 6 p.m.
- Thursday 8 a.m. to 1 p.m. and 4 p.m. to 6 p.m.
- Friday from 8 a.m. to 5:30 p.m.

### Flexitime and supplement for work at special times

Flexitime does not affect supplements for work at special times - STOK, Section 9, Paragraph 4. This means that the employee can neither use flexitime to gain the right to a supplement nor lose the right to a supplement.

Below are examples of how the rules on flexitime and supplement are to be understood.

#### Example 1

The employee works from 9:30 a.m. to 5:30 p.m. and chooses to flex until 6:30 p.m. Normally there is a supplement for work performed after 6 p.m., but as it is on their own initiative to work until 6:30 p.m., the employee does not get a supplement, because they cannot use flexitime to gain the right to a supplement.

#### Example 2

The employee has agreed working hours from 6 a.m. to 2 p.m. The core time is 7 a.m. to 1 p.m. If the employee chooses to use flexitime and arrives at 7 a.m., the employee's normal salary containing the supplement from 6 a.m. to 7 a.m. will be maintained. This means that the time bank will only be reduced by 1 hour and not by 1 hour + supplement, because flexitime cannot remove the right to a supplement.

### Example 3

The same applies if they work from 6 p.m. to 2 a.m. with a core time between 7 p.m. and 1 a.m. In this situation, the employee's entire working hours are supplemented. I.e. if the employee flexes and arrives an hour later, they still get the supplement for this time added to the time bank, because flextime cannot remove the right to a supplement.

### Example 4

On the other hand, if the employee on their own initiative works an hour longer from 2 a.m. to 3 a.m., they do not get a supplement for this time, because it is flextime, as it is on their own initiative and flextime cannot be used to gain the right to a supplement.

### The difference between additional work and flextime

Flextime should not be confused with additional work. Additional work is work when the employee works beyond their contractual/agreed daily or weekly working hours, which has to be ordered by the management, whereas flextime is the employee's right to start and leave work earlier or later.

In other words, the employee cannot use flextime to create additional work by arriving earlier or leaving later on their own initiative.

### Example of the difference between additional work and flextime

If the employee has fixed working hours from 9 a.m. to 5 p.m. and is ordered to work until 7 p.m., then it is a matter of overtime from 5 p.m. to 7 p.m., because it is ordered work beyond the fixed daily working hours.

On the other hand, if the employee chooses on their own initiative to use their flextime to work from 5 p.m. to 7 p.m., then the employee is not entitled to payment for additional work because it is not ordered by the management.

A manager thus may not ask an employee to use their flextime to perform additional work. If the company has a need to perform work that is beyond the daily or weekly norm, then additional work must be ordered and paid for. This also applies even if the manager lets the employee determine when the work will be performed.

If the employee is ordered to perform additional work, this is an obstacle to using flextime. This means that the employee is cut off from using flextime at this time, and must instead perform additional work. It is clear that the company cannot systematically impose obstacles to the right to use flextime, but conversely, it is also clear that the company sometimes needs additional work.

## ADDITIONAL WORK

(STOK's § 18)

Additional work is ordered work beyond the employee's agreed/fixed daily or weekly normal hours. However, the employee cannot be ordered to perform work on non-working days.

### Definition of a non-working day

A non-working day is a working day where the employee in question has time off, but other employees are working. For example, this is the case if the employee is employed part-time and has Fridays off, therefore Friday will be a non-working day for them.

It can also be a day that a shift worker or employee who works within STOK, Section 7 (extended agreed working hours) has off because they have worked on weekends and/or evenings/nights or because they have working hours distributed over 4 days.

A non-working day is not normally Saturdays, Sundays, public holidays, bank holidays or holiday/dependants' leave days.

The amount of additional work should be limited and, so far as possible, be limited to the employee's work area.

### Payment for additional work

Additional work is paid on a 1:1 basis. If additional work is ordered at a time that triggers a supplement, see STOK, Section 9, Paragraph 4 or Section 14, Paragraph 6, the supplement must be paid.

However, for employees employed with fixed salary with independent work organisation, payment for additional work is not included in the salary.

### Notification of additional work

Additional work on weekends and holidays must be announced 4 days in advance and the expected start and end time must be specified.

If announced additional work is cancelled later than 4 p.m. on the working day before the start of the additional work, the company must pay for the additional work, though max. 2 hours.

## WORK ON PUBLIC HOLIDAYS AND COMPARABLE DAYS

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**A public holiday is a holiday that falls on a weekday Monday-Friday**

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Employees who work on a public holiday are entitled to payment for the number of hours they work on the public holiday and are entitled to a supplement for the hours in accordance with STOK, Section 9, Paragraph 4 or Section 14, Paragraph 6.

In addition, they are entitled to a substitute holiday corresponding to the number of hours they worked on the public holiday, see STOK, Section 4.<sup>9</sup>

Payment is made in accordance with the provisions for work on a public holiday until 6 a.m. on the day following the public holiday.

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<sup>9</sup> Friday after Festo Ascencio, Constitution Day, Christmas Eve and New Year's Eve are equated with work on a public holiday.

### **Example of payment for work on a public holiday**

If the employee works from 8 a.m. to 4:30 p.m. on 24 December with a ½ hour break, then they are paid for 8 hours of work plus a 65 % supplement for working on the public holiday, see STOK, Section 9, Paragraph 4.

In addition, the employee gets 8 hours of substitute holiday, see STOK, Section 4.

I.e. the employee's total payment for working 8 a.m. to 4:30 p.m. on 24 December is 21.2 hours (8 hours + 65 % + 8 hours).

The 8 working hours are included in the employee's monthly salary, while the supplement and substitute holiday (13.2 hours) are added to the time bank.

### **Part-time employees and public holidays/substitute holidays**

According to STOK, Section 3, Paragraph 1, part-time employees with reduced hours – in the form of full days off – are entitled to substitute holidays when their agreed non-working day falls on a public holiday.

For example, this means that if the part-time employee has an agreed day off on Thursdays, they have the right to substitute holidays for both Maundy Thursday and Festo Ascencio. It is agreed locally how the substitute holiday is calculated.

### **Employees with varying working hours and public holidays/substitute holidays**

If employees within STOK, Sections 6, 7 and 14 (shift workers) work on a public holiday, they shall get a supplement in accordance with Section 9, Paragraph 4 or Section 14, Paragraph 6.

In addition, they are entitled to a substitute holiday corresponding to the number of hours they worked on the public holiday, like other employees.

The employees can also have non-working days in their on-call duty schedule, like part-time employees. For example, a shift worker can have a work schedule where they work Thursday to Sunday in a week, with Tuesday and Wednesday defined as the weekend. If the Monday falls on a public holiday, they are entitled to a substitute holiday. On the other hand, if the holiday falls on a Tuesday/Wednesday, they are not entitled to a substitute holiday, because Tuesday/Wednesday is defined as a weekend in the on-call duty plan and Saturday/Sunday are not non-working days. It is agreed locally how the substitute holiday is calculated.

## **GUIDELINES ON**

### **SHIFTS**

#### **ON-CALL DUTY, CALL-IN AND CONSULTATION, REST PERIODS AND DAYS OFF**

##### **On-call duty**

The rules regarding on-call duty are found in STOK, Section 20, Paragraphs 3-5. On-call duty cannot exceed 24 hours, with payment for 6 hours or part thereof with a cash amount and 30 minutes to 1 hours of substitute holiday, depending on when the on-call time falls. You will find the applicable rates on the next page and in STOK, Section 20, Paragraph 5.

##### **When is it relevant to have on-call duty?**

On-call duty is relevant in situations where the company has control or monitoring tasks for IT systems etc. that must function, but where it is not necessary for employees to be physically present at the workplace to ensure this.

For example, it may be relevant to have on-call duty in connection with restarting or checking/monitoring servers around the clock, patching, or in connection with the customers' and other employees' opportunities for access to IT systems around the clock.

It makes a difference whether the employee must be available around the clock or for X number of hours per week/month.

During on-call duty, the employee is obliged to be available in the event of work tasks that arise that must be handled. I.e. the company has assurance that it can always call in or consult employees during the period when the employee has on-call duty. On-call duty is placed outside the employee's normal working hours.

According to STOK, Section 20, Paragraphs 3, 6 and 7, the company may call in or consult employees without them having on-call duty, but in these situations the employee is not obliged to be called in/consult. Therefore, if the company wants to be sure that employees are available to handle tasks, they must announce on-call duty shifts.

##### **Who can have on-call duty, call-in and consultation?**

In general, it is IT employees and employees employed in the IT centres who are covered by agreements on on-call duty, call-in and consultation. However, the management and the union representative have the opportunity to agree that service workers/technicians and other financial employees who work with similar tasks in projects are also covered by the rules on on-call duty, call-in and consultation, see STOK, Section 20, Paragraphs 1 and 2.

To the extent possible, on-call duty must be distributed equally among the individual employees included in the on-call duty plan.

Each employee can have a maximum of 40 on-call duty shifts or 480 hours per year, see STOK, Section 20, Paragraph 3. However, the company and the union representative have the option of concluding a local agreement that allows for more than 40 shifts or 480 hours per employee to be agreed, but it also requires that the employee agrees to take on more shifts/hours.

I.e. if the employee is to have more than 40 on-call shifts/480 hours per year, first a local agreement must be concluded between the company and the union representative and then an individual agreement where the individual employee accepts taking on more shifts/hours.

##### **Payment of on-call duty shifts**

See STOK, Section 20, Paragraph 5 for payment of on-call duty shifts.

## CALL-INS

### Definition of a call-in

Call-ins are tasks that cannot be immediately solved over the phone, but require the employee to log in to a system to solve the task, and it does not matter whether it is from the employee's residence or at the workplace.

Employees who do not have on-call duty are not obligated to be called in. The rules regarding call-ins are found in STOK, Section 20, Paragraph 6.

There are two forms of call-ins:

- Call-ins for IT work (Section 20, Paragraph 6a)
- Call-ins for work with alarms, filling cash dispensers, servicing ATMs or call-ins agreed with the between the company and the union representative (Section 20, Paragraph 6b)

### Payment for call-ins<sup>10</sup>

Call-ins, see Paragraphs 6a and 6b, are paid with hourly wage + 100 % from the time of the call-in and until the employee is back at their residence. However, regardless of the duration of the call-in, at least the number of hours set out in STOK, Section 20, Paragraph 6a or 6b are paid.

Payment for call-ins differs depending on whether it is a call-in in accordance with Paragraph 6a or Paragraph 6b. In addition, the payment depends on when the call-in takes place and whether it is inside or outside an on-call duty shift.

If the employee is called in (both Paragraphs 6a and 6b) during an on-call duty shift, payment is made for at most the number of call-ins corresponding to length of time of the shift, though at least for effective time spent, see Section 20, Paragraph

6. This means that the employee is generally entitled to payment for call-ins that are within the time frame of the on-call duty shift.

If the employee has multiple call-ins within the time frame that are covered by payment for the first call-in, it is counted as one call-in and no further payment is made.

However, the employee must at least be paid for the effective time spent. This means that in cases where the call-in extends beyond the duration of the on-call duty shift, the employee shall be paid for the effective working time outside the time frame of the shift.

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<sup>10</sup> See also STOK, Section 20, Paragraphs 6a and 6b for the payment of call-ins.



### Example of remuneration of an on-call duty shift and call-in during the on-call duty shift

The employee has an on-call duty shift from 12 p.m. to 12 a.m. (12 hours) on a Sunday.

On-call duty shifts are paid per 6 hour period begun, see Section 20, Paragraph 5. If the 6 hours are completely or partially within the period of Friday 6 p.m. to Monday 6 a.m., then as of 1 July 2020, the payment is 1 hour of substitute holiday + DKK 585 per 6 hours.

I.e., the on-call duty shift of 12 hours in question is paid with 2 hours of substitute holiday + DKK 1,170. During the on-call duty shift, the employee has a total of 5 call-ins relating to IT work, see Section 20, Paragraph 6a.

- **The first call-in comes at 2:15 p.m.**

Call-ins concerning IT work during an on-call duty shift on a Sunday between 6 a.m. and 12 a.m. are paid with 2 hours + 100 percent – i.e. a total of 4 hours.

- **The second call-in comes at 4:40 p.m.**

Payment for the first call-in covers 2 hours. I.e., because the second call-in came over 2 hours after the first, the employee must be paid for a new call-in with 2 hours + 100 percent, i.e. 4 hours in total.

- **The third call-in comes at 5:45 p.m.**

The third call-in is within the period of 2 hours (4:40 p.m. to 6:40 p.m.) covered by the payment of the second call-in. Therefore, the employee is not entitled to payment for the third call-in. (However, if the call-in extends beyond 6:40 p.m., the employee is entitled to payment for the effective working time).

- **The fourth call-in comes at 11:10 p.m.**

The fourth call-in is outside the period of 2 hours (4:40 p.m. to 6:40 p.m.) covered by the payment of the second and third call-ins. Therefore, the employee is entitled to payment for the fourth call-in. The call-in shall be paid with 2 hours + 100 percent for a total of 4 hours.

But because the call lasts 1 hour and 10 minutes, the employee works from 11:10 p.m. to 12:20 a.m. Therefore, they are also entitled to payment for the effective working time spent that extends beyond the on-call duty shift, even though the shift ends at 12 a.m. The effective working time spent of 20 minutes is paid with hourly wage + 100 %. It is calculated per quarter hour begun. Thus, the 20 minutes is rounded up to 30 minutes (per quarter hour begun) and then 100 % is added, which means that the employee's payment is an additional 1 hour.

This means that the employee's total payment for call-ins and effective working time spent in this example is that 13 hours are added to the time bank, unless otherwise agreed.

### Consultation

Definition of a consultation

A consultation is questions/tasks that the employee can handle in a short time over the phone and without logging into systems. Employees who do not have on-call duty are not obligated to consult.

### Payment of consultations

A consultation is paid with a cash amount depending on when the consultation takes place, see STOK, Section 20, Paragraph 7.

Multiple consultations within the same half hour are counted as one consultation.

Employees who are consulted outside of on-call duty are entitled to payment for a consultation regardless of whether handle a work-related problem. The rules regarding consultation are found in STOK, Section 20, Paragraph 7.

**Inquiries**

Definition of inquiries

Inquiries are questions that the employee can answer immediately during an on-call duty shift without any form of aid.

If the employee does not have on-call duty and is contacted, this will always count as a call-in or consultation.

**Payment for inquiries**

Inquiries are not paid.

## SHIFTS

STOK, Section 14

The rules on shift work and on-call duty scheduling can be difficult to keep track of in practice. Therefore, a brief guide has been prepared to assist with local planning of shift work.

### Frameworks for scheduled working hours

Scheduled weekly working hours for shift workers are up to 32.5 hours per week and can be distributed over max. 5 working periods.<sup>11</sup> I.e. scheduled working hours cannot exceed 32.5 hours and if less than 32.5 hours are planned for some weeks, then the employee will not end up “owing” any hours.

The daily working hours may be max. 10 hours, though max. 12 hours on weekends/public holidays.

#### Example of calculation of the number of shift workers for an on-call duty plan

In this example, all shift workers have 6 weeks of holiday time. The company needs 2 employees around the clock year round, and they must work in a 3-shift scheme without overlap of shifts.

The need for shifts (without overlap of shifts) for 2 workers in a 3-shift scheme can be calculated as follows: 24 (hours) x 365 (days) x 2 (workers) = 17,520 hours.

Without accounting for illness, courses and parental leave etc., each shift worker can work: 32.5 (hours per week) x 42 (weeks per year) = 1,365 hours per year.

It can then be calculated how many shift workers the company needs for the shift scheme to function within the framework of STOK.  $17,520 / 1,365 = 12.84$  shift workers

This means that 13 employees are needed to carry out the company’s on-call duty plan, because the company also has to take into account illness, courses, continuing education and parental leave etc.

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<sup>11</sup> The requirement that there can be a maximum of 5 working periods in a week does not mean that the employee can work a maximum of 5 days in a row. For example, the employee can work the last 4 days of a week and the first 3 days the following week, and thereby work 7 days in a row.

## **REST PERIODS AND DAYS OFF**

### **– brief information on STOK and the Danish Working Environment Act's rules**

The rules on rest time and days off in connection with on-call duty etc. can be found in STOK's Agreement on rest time and days off and in the Danish Working Environment Act.

#### **Rest periods**

Each day at the beginning of working hours, the employee must have had a continuous rest period of 11 hours within the last 24 hours.

The employee may only work at the company's request for as late as it can be ensured that the employee has a continuous rest period of 11 hours, in some cases 8 hours, before the employee has to return for the agreed/ established working hours again.

The employee may have rest periods during an on-call duty shift if the employee is not contacted by the company. The rest period is interrupted if the employee is contacted by the company during the on-call duty, and the 11 hours of rest will run from there – whether they are working from home or have to go in to the workplace. If the employee does not have on-call duty, the rest period is also interrupted if the employee is contacted by the company.

However, STOK allows for the rest period to be reduced to a minimum of 8 hours or postponed in cases described in STOK's Agreement on rest periods and days off, Section 1, Paragraphs 2 and 3.

When there is a need to reduce or postpone the rest period, it must be agreed between the union representative and manager whether this is possible. Otherwise, it is agreed between the manager and the employee.

It is not possible to agree to both postpone and reduce the rest period. It is either-or. I.e. if it is agreed to reduce the rest period to 8 hours, it cannot also be postponed, and if it is agreed to postpone the rest period, the rest period must always be 11 hours.

If the rest period is reduced or postponed, there must be equivalent compensatory rest periods as soon as possible. If there are exceptional circumstances of such a nature that an equivalent compensatory rest period cannot be offered, appropriate protection of the employee must be offered. This can be done through extraordinary safety measures, organisational or administrative measures, including breaks and periods with less intensive work.

The reduction or postponement of the employee's rest period must not occur more than 10 times in a calendar month, and no more than 45 times in a calendar year, see STOK's Agreement on rest periods and days off, Section 1, Paragraph 2.

#### **Payment for postponed rest periods**

If the employee has to arrive later the next day to comply with the provisions on rest periods due to ordered additional work or call-ins, the company must pay for the postponed rest period.

#### **Days off**

For each period of 7 days, the employee must have one day off of 24 hours. The day off must be granted in connection with the daily rest period, so the time off normally amounts to a total of 35 hours.

To the extent possible, the weekly day off must fall on a Sunday and, to the extent possible, at the same time for all employees in the company, see Section 2, Paragraph 1 in STOK's Agreement on rest time and days off.

However, it is possible to agree to reorganise the employee's weekly days off in some cases, see Section 2, Paragraph 3 in STOK's Agreement on rest time and days off.

In connection with reorganising days off, a new placement of the day off must be agreed and there must not be more than 12 working days between 2 days off.

The placement of a postponed day off is agreed between the manager and the employee based on the general rule that it is placed in conjunction with another day off.

When there is a need to reorganise a day off, it must be agreed between the union representative and manager whether this is possible. Otherwise, it is agreed between the manager and the employee.

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