

# Act on certain working conditions in agriculture etc.

The Act on certain working conditions in agriculture etc., see Act no. 415 of 1 June 1994 as amended by Act no. 1023 of 22 November 2000.

## Chapter 1

### *Scope of the Act*

1. The Act concerns legal relations between employers and employees who perform domestic work or farm work for a wage, and receive either room and board or board only from the employer as part of the wage.
2. The parties may agree in writing that the Act does not apply, see, however, subsection 2. The agreement must contain at least the information set out in section 2 (2) of Act no. 392 of 22 June 1993 <sup>1)</sup> on the employer's obligation to inform employees about their employment conditions, and must be signed by both parties before the employment begins.
  - (2) The Act can not be derogated from by agreement to the detriment of the employee, unless agreed in writing that a national collective agreement will apply in the employment relationship.
  - (3) The employer must draw up the agreement in two copies, one copy shall be given to the employee or to the person who has parental custody or guardianship of the employee.

## Chapter 2

### *Employment relationship duration*

3. The parties can either agree that the employment relationship continues until terminated by either party with the usual notice, see section 11, or the employment relationship is entered into for a fixed period. This period, where applicable, must be at least 1 month and cannot exceed 12 months. If the agreement includes schooling, the period may be extended by a period equal to the length or lengths of the schooling period.

## Chapter 3

### *Room and board*

4. An employee who receives board as part of the wage, is entitled to a varied and nutritious diet.
5. An employee who receives accommodation as part of the wage must be given good and modern housing. The employer must provide clean bed linen and towels.
6. If the employee is entitled to accommodation, the employer is obliged to pay for the insurance of the employee's possessions at a level corresponding to a regular family insurance.

## Chapter 4

### *Negotiations on working conditions, etc.*

7. The employee has the right to organise for the protection of their interests and to provide information to their organisation about their own pay and working conditions.
  - (2) The employee is entitled to request negotiations through the organisation with the employer on wages and working conditions.
8. The length of both weekly and daily working hours may not exceed what is applicable under the collective agreement for workers in agriculture or employees engaged in domestic work, respectively, or what is otherwise normally applicable in the district where the work is performed.

## Chapter 5

### *Holiday*

9. The Holidays Act shall apply to employment covered by this Act, see however subsection 2
  - (2) The parties may agree in writing that the rules in subsections 3-6 are applied instead of the Holidays Act.
  - (3) The accrual period is equal to the holiday period. An employee who works 5 days a week is entitled to holiday for 25 days a year, that is 2.08 days for each month of employment. An employee who works 6 days a week is entitled to holiday for 30 days a year, that is 2.5 days for each month of employment. The employee may require that at least  $\frac{2}{5}$  of the holiday be held consecutively in the period 1 May to 30 September if the employment period allows this. The remaining holiday is to be given spread out or consecutively according to the employee's wishes. The employer must as far as possible take into account the employee's wishes regarding holiday timing.
  - (4) Holiday is to be given with full pay including food allowance, where this is a part of the wage, cf. subsection 5. In addition, a holiday allowance of 1 per cent of the total wage is to be given.
  - (5) The value of board is to be calculated on the rates fixed for the accrual year by the tax authorities' assessment board.
  - (6) The employer must as far as possible ensure that the holiday is taken before the expiry of the employment period. If this is not possible because of illness or injury, the wage and value of board is to be provided in lieu, cf. subsection 5, and the holiday allowance named in subsection 4 for each missed holiday day.

## Chapter 6

### *Illness and injury*

10. If the employee is not able to perform the work due to illness or injury any consequent non-attendance will be considered as legitimate absence by the employee, unless the employee during the employment relationship has contracted the illness intentionally or

by gross negligence, or if the employee when taking the position fraudulently failed to disclose that the employee suffered from the illness.

- (2) The employer is obliged to provide the employee with wages during a period of illness or injury until the employment relationship legally expires. If the employment relationship includes room and board, the employer must continue to provide this as well as ensure that the employee receives proper care as long as the employee remains in the employer's house. If the employee does not remain in the employer's house, the employee must receive food allowance, cf. section 9 (5).

## **Chapter 7**

### *Termination of the employment relationship*

- 11.** An employment relationship not entered into for a fixed period continues until it is terminated by either party on one month's notice at month's end. If the employment relationship has lasted more than 12 months, the required notice from the employer is extended to 3 months.
- 12.** If the employer without any legal justification has refused to accept the employee, the employee is entitled, when the employment relationship is agreed to for an indefinite period, cf. section 3, to compensation equivalent to the wage and the value of any board, cf. section 9 subsection 5, until such time at which the employment could lawfully be terminated. If the employment relationship is entered into for a fixed period, cf. section 3, the compensation will be an amount equal to the wage in the period of employment, up to a maximum of two months' wage and the value of any board, cf. section 9 (5) unless general compensation regulations provide for a higher amount.
- 13.** The employer may without notice terminate the employment relationship when the employee is in serious breach of their duties or has grossly violated the house rules.
  - (2) When the employer terminates the employment relationship without notice, he must pay the employee the agreed wage for the time during which the employee has performed work.
  - (3) If the employer without any justification has terminated the employment relationship without notice, the employee is entitled, when the employment relationship is agreed to for an indefinite period, cf. section 3, to compensation equivalent to the wage and the value of any board, cf. section 9 subsection 5, until such time at which the employee could lawfully be dismissed. If the employment relationship is entered into for a fixed period, cf. section 3, the compensation will be an amount equal to the wage for the remaining period of employment, up to a maximum of two months' salary and the value of any board, cf. section 9 subsection 5 unless general compensation regulations provide for a higher amount.
- 14.** The employee may terminate the employment relationship without notice when the employer has failed to pay wages due or has been guilty of serious breach of employer obligations to the employee.
  - (2) When the employee terminates the employment relationship without notice, the employee is entitled, when the employment relationship is agreed to for an indefinite period, cf. section 3, to compensation equivalent to the wage and the value of any board, cf. section 9 (5), until such time at which the employee could be terminated. If the employment relationship is entered into for a fixed period, cf. section 3, the compensation will be an amount equal to the wage for the remaining period of employment, up to a maximum of

two months' wage and the value of any board, cf. section 9 (5) unless general compensation regulations provide for a higher amount.

- 15.** If an employee is unjustifiably absent from or leaves an employment relationship or the employer dismisses the employee on grounds of gross misconduct, the employer is entitled to compensation. The compensation amounts to the loss which the employer suffers, though at least an amount equivalent to a half month's salary.
- 16.** If the employee's inability to work due to illness has lasted more than one month, either party may, as long as the inability to work persists, terminate the employment relationship with one month's notice to termination at the end of a month, if the employment relationship does not expire before this.
  - (2) If the incapacity is due to injury suffered at the company, the notice of termination period required from the employer named in subsection 1 is extended to 2 months if the employment relationship does not expire by itself earlier.
- 17.** If the employer relocates more than 7 km from the original work site after the employment relationship has been agreed, the employee may terminate the employment relationship without notice. If such termination takes place, the employee is entitled to compensation in accordance with section 14 (2).
- 18.** If the employer dies, the employment relationship continues with the surviving spouse, heirs or estate, as originally entered into. If the employment relationship is entered into for longer than a month, either party may, however, terminate it with 3 months' notice to termination at month's end. The regulation in the second point is also applied in the event of employer insolvency.
  - (2) Where inheritance and debt are not acknowledged in the employer's estate or when appropriation is done in a property prior to compulsory auction, that is permanently furnished for a particular commercial activity, cf. section 37 in executive order no. 622 of September 15, 1986 on title registration as amended by Act no. 153 of March 8, 1994, an employee who at that time has employment with the employer or on the appropriated property, is entitled to terminate the employment relationship without notice if, at the latest 8 days after the employee's application directed to the estate or judgement debtor, no security is given for wages and food allowance for the time period until the the employment relationship may be terminated by resignation.
  - (3) If there is a dispute between the parties on the nature of the security or its sufficiency, the dispute shall be settled in cases of administration of estates by the insolvency court, and in cases of appropriation by the enforcement court.
- 19.** When an employment relationship ends in accordance with the parties' agreement or as a result of a termination, the employer must , without salary reduction, provide the employee with the necessary exemption from work to seek other employment. The employee must take due account of the employer's request that the search for work be scheduled at the most convenient time in relation to current work.
- 20.** The employee is entitled, after the employment relationship has ended, to obtain written confirmation from the employer of the duration of the employment relationship and what the employee was primarily employed with. In the event of termination of the employment relationship without notice or resignation, the employee is entitled following written request to be informed of the grounds for this.

## Chapter 8

### *Amendment to the Holidays Act*

21. In the Holiday Act, see Act no. 102 of 3 March 1993, as amended by Act no. 1064 of 22 December 1993 <sup>2)</sup>, the following amendments are made:

*section 2 (1), no. 3, reads as follows:*

»3) employees who have entered into an agreement pursuant to section 9 (2) of the Act on certain working conditions in agriculture etc. «

## Chapter 9

### *Penalties*

22. Violation of the provisions of sections 4-6, 8, 9 and 10 (2) and section 19 of this Act is punishable by a fine.

## Chapter 10

### *Transition and Commencement Provisions*

23. This Act shall come into force on 1 January 1995.

(2) At the same time, the Act on domestic workers no. 156 of 31 May 1961, cf. Act no. 115 of 19 March 1980 is rescinded. This Act shall continue to apply to employment contracts concluded before 1 January 1995, unless the parties by agreement determine that the employment relationship must be subject to this Act.

24. The Act does not apply to the Faroe Islands and Greenland.

Act no. 1023 of 22 November 2000 <sup>3)</sup> contains the following commencement provisions:

3.

(1) This Act shall come into force on 1 January 2001.

(2) Section 1 applies to employment commencing 1 January 2001 or later.

*The Ministry of Employment, August 20, 2002*

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## Official notes

<sup>1)</sup> Cf. Act no. 385 of 11 May 1994 as amended by Act no. 138 of 25 March 2002.

<sup>2)</sup> Cf. Act no. 396 of 31 May 2000.

<sup>3)</sup> The amendment pertains to section 9.