
Framework agreement on the award of supplements for responsibilities for union representatives

Date: 31.3.14

1. Rates:

For the Danish state sector, the Circular of 30 September 2008 on Union Representatives in the State etc. (*Cirkulære om tillidsrepræsentanter i staten mv.*) provides that an agreement on the award of supplements to a union representative may be made locally based on a concrete assessment.

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It has been agreed that union representatives representing five or more are awarded a temporary, pensionable supplement for responsibilities, which will vary according to the representation size¹:

5 or more	DKK 7,000 (31.3.12 level)
20 or more	DKK 14,000 (31.3.12 level)
50 or more	DKK 22,000 (31.3.12 level)
100 or more	DKK 25,000 (31.3.12 level)
300 or more	DKK 30,000 (31.3.12 level)
1,000 or more	DKK 40,000 (31.3.12 level)
2,000 or more	DKK 50,000 (31.3.12 level)

2. Principles for the award of supplements for responsibilities:

The supplement for responsibilities for working as a union representative is only awarded to union representatives who have been registered as union representatives authorised to negotiate.

Only one supplement for responsibilities may be earned as a union representative².

¹ Counts are based on the number of salaried employees represented by the union representative.

² Employees represented are counted based on the high level, if employees at more levels of the organisation are represented, e.g. both at the level of the main academic areas and at department level.

The supplement for responsibilities is not reduced based on the employment rate in case of at least 18.5 hours of work per week.

If the number of employees represented by the union representative changes to another level on the scale, the supplement for responsibilities is changed from the first day of the following month to the appropriate supplement for responsibilities, or lapses if the representation falls below five.

The supplement for responsibilities will not be paid to union representative alternates except when the alternate takes over the position due to long-term absence. Union representative alternates are entitled to the supplement for responsibilities if they have worked as union representatives for at least three months due to the union representative's absence. At the same time, the absent union representative's supplement for responsibilities is put on hold.

However, in case of absence due to illness, the union representative will still be paid the supplement for responsibilities.

Union representatives on maternity/paternity leave will still be paid the supplement for responsibilities during their leave.

The supplement for responsibilities for union representatives is awarded for a limited two-year period and lapses without further notice when the union representative ends his or her duties.

The unions must keep AU HR, Employment Law, informed of the names and civil registration numbers of retiring/new union representatives as well as their representation areas.

3. Time use for union representative work:

The union representative's duties and activities are specified in the Circular on Union Representatives in the State applicable from time to time.

The union representative may spend the time necessary to discharge his or her duties responsibly, taking into account both the university's work assignments and the scope of the union representative's duties.

The management and the union representative are jointly responsible for ensuring that the union representative's work-related assignments are organised in such a way that he or she is able to discharge his or her union representative duties.

The scope of the union representative's work may vary considerably. To provide good and reasonable conditions for the union representatives, it must be ensured as part of the collaboration between management and the union representative that expectations are continuously reconciled, for example through a discussion of the union representative's usual work duties and the duties entailed by the position of union representative.

As the union representative must have the necessary and sufficient time to perform his or her union representative duties, it is not possible to define a minimum standard for the position. Among other things, the assessment of 'necessary time' is based on how many employees the union representative is representing and the local conditions in the representation area.

If the union representative is not able to perform his or her usual work duties due to the time needed for the union representative duties, the management and the trade union representative should consider together whether the work assignments may be organised differently.

4. Financial conditions:

The supplement for responsibilities which is awarded under this agreement is financed by local pay formation. The compensation paid to units which have union representatives with particularly time-consuming tasks is financed by the rector's pool, see section 5.

In connection with termination of the union representative function, it is not possible to negotiate any supplement for qualifications acquired as a result of the performance of the union representative duties. Any supplement for qualifications must be negotiated at the next annual pay negotiations.

The right is reserved to reduce local supplements for responsibilities for union representatives by any supplements for the union representative function agreed in connection with the next central collective bargaining negotiations.

5. New union representative structure for the Danish Confederation of Professional Associations (AC):

Due to the size of the main areas after the Academic Development Process, it has been agreed that a joint AC union representative will be elected for each main area who will handle and negotiate any issues which are common to the employees represented by him or her.

		Compensation fraction³
Joint AC union representative		0.4
Arts	Joint AC UR	0.4
ST	Joint AC UR	0.4
BSS	Joint AC UR	0.4
Health	Joint AC UR	0.4
ADM	Joint AC UR	0.4

It may be agreed for the individual main areas that the joint AC union representative function and the accompanying compensation are to be distributed according to the organisational structure.

In the area covered by the AC collective agreement, employees from an area covered by one of the co-signatory unions are regarded as one staff group. The joint union representative is elected by and from among the registered union representatives in the main area in question. The election of the joint union representative is reported to AU HR, Employment Law.

6. Union representative structure for other technical/administrative staff (TAP):

In the OAO area, the CO 10 area and the LC/OC area, employees covered by the same trade union agreement are regarded as one staff group.

The existing union representative structure for other TAP union representatives is maintained, meaning that the joint union representation is at the level of the organisation with one joint union representative.

Compensation will be paid to units which have union representatives representing more than 300 employees:

Organisation	Compensation fraction⁴
Joint TAP UR	1.0
HK clerical	0.50
HK laboratory technicians	0.15

7. Entry into force:

³ Compensation will be paid to units which have union representatives who undertake particularly time-consuming tasks. The compensation is calculated as 40% of the annual pay; however, a maximum of 40% of the average pay for associate professors corresponding to DKK 242,400.

⁴ Compensation is calculated as a percentage of the annual pay. However, the compensation may, as a maximum, be a percentage of the average pay of the respective technical/administrative staff categories.

This framework agreement takes effect on 1 January 2014 and replaces previous agreements at Aarhus University on the award of supplements for union representatives for the performance of union representative functions. The framework agreement may be terminated by either party subject to three months' notice to expire on the first day of a month.

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Prior to the expiry of any notice period, the parties must start negotiations on renewal of the framework agreement.

— Aarhus, 2014

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