



BUILT ENVIRONMENT JUST TRANSITIONS ACCELERATOR

SUMMARY FROM WORKSHOP 2
WORKSHOP SERIES 2026

Tackling Social Dumping – How Do We Take Collective Responsibility?

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LOOKING BACK

The 2026 series follows a working clause from the page to the building site. In May, Workshop 1 asked what a clause needs to contain. The answer was that the legal foundation largely exists already. What the sector lacks is uptake, follow-up and shared infrastructure. Participants also agreed that the most serious risks sit several links down the supply chain, far from the client who signed the contract, and that the work only holds when management treats it with the same seriousness as health and safety.

That left an obvious next question, and it became the starting point for Workshop 2: what happens when the clause meets the building site, and who takes responsibility when something is found?

WHAT WE HEARD FROM THE SPEAKERS

The morning gave the floor to people who deal with social dumping every day: a trade union, a municipality, a contractor and three providers of screening and control tools. All presentations can be found here.

Søren Sand Kirk of Danske Byggefag opened by arguing that "social dumping" is too vague a term. According to a 2025 survey commissioned by Danske Byggefag, only 37% of Danes know what it means. He proposed naming the problem more precisely: underpayment, exploitation and labour crime. He also pointed to the green transition as a new area of risk, where document fraud and LCA requirements create openings for the same companies that already undercut pay. His framework of risk management, control and consequence set the frame for the rest of the day. His message was simple: go out on site, talk to the workers, and enforce the clauses you have.

Julia Monrad Lundsteen presented findings from the 2025 annual report of Copenhagen Municipality's Task Force against social dumping. Two in three document checks found material breaches of the working clause, with average underpayment of 21%. Most breaches occurred at the second tier of the supply chain and below. The Task Force's experience is that the best clauses do not create decent pay and conditions on their own. Visibility and risk-based enforcement do.

Tine Williams and Jeppe Sivebæk Lodahl described how MT Højgaard carries out around 100 control visits a year, talking directly to workers about their payslips. They shared two cases of severe underpayment at the third tier, one of which ended in bankruptcy, with the same owners then starting a new company. They also came with clear requests to clients. Use the tender to ask for contractors' competence in tackling social dumping, for instance by requiring screening of subcontractors, and give priority to bidders who can show they can deliver it. Rely on people with hands-on expertise, as MT Højgaard has had poor experiences with consultancies, advisors and auditors taking on this role, and be careful with documentation systems, because the sector has many small firms and rigid systems hit them unnecessarily hard. They also encouraged clients to be self-critical about their own clauses, noting that contractors increasingly meet new requirements whose purpose is unclear to them, and above all to follow up: requirements that are never checked do little.

CIS Gruppen, Tracksite and Compliance Audit and Consulting (CrossDoc) then presented tools for screening, site access and automated document control, aimed especially at organisations without in-house compliance capacity. Tracksite also pointed to the new law on ID cards on larger construction sites, which the Folketing has since adopted on 3 September. Once in force, it will make clients on projects above DKK 100 million responsible for ensuring that everyone on site carries an ID card and registers their time on site.

[VIEW THE PRESENTATION](#)



FROM REQUIREMENTS TO PRACTICE

In groups, participants mapped what they actually do across three phases: before the contract, during construction, and follow-up and consequences.

Before the contract, the picture was relatively strong. Most organisations screen contractors and subcontractors, and many build working, training and ID clauses into tenders. Participants stressed that internal dialogue matters as much as the clause itself, because colleagues need to understand why the requirements are there. Many also highlighted the value of talking to the market early, so contractors know what will be required and checked before they bid. The main obstacle was data. Participants were unsure what information they may collect and share under GDPR, how to check foreign companies whose records are harder to access, and whether they can lawfully exchange supplier references with each other or use white and black lists.

During construction, physical site visits and start-up meetings were seen as the most effective tools, particularly when combined with information for workers in several languages. But control takes resources, and responsibility is often unclear. One group noted that the working environment coordinator is sometimes handed the task by default, which is rarely realistic. Cooperation between clients, contractors, trade unions and authorities works, but it depends heavily on personal relationships.

Follow-up and consequences was the thinnest part of the map, as it was in Workshop 1. Participants described what should happen: back pay, penalties, supplier meetings where control results are presented, and payment held back at project close.

Fewer could describe it happening consistently. The one model everyone recognised as working was a dedicated team that follows each case all the way to the end, instead of stopping at recommendations. As one group put it, the contract holder has to be ready to take the consequences.

THE FINAL PLENARY DISCUSSION

In plenary, the same observation came up from different angles. Screening works; follow-up does not. Responsibility for enforcing clauses is spread across too many departments, and a trade union participant noted that unions often only see cases after they have been closed, sometimes without workers having been paid what they are owed.

Participants also noticed a displacement effect. Because few clients carry out controls, non-compliant firms simply move to those who do not, and better compliance in one place has shifted some of the crime elsewhere rather than removing it. Many also acknowledged that organisations know the problem exists but tend to assume it is not in their own supply chain.

That led to a frank discussion about culture. Participants asked whether the Danish construction sector is too trusting ("are we naive?"), comparing it with a stronger control culture in Sweden, while recognising that effective site visits themselves depend on trust. Some contractors have started blacklisting suppliers on the basis of whistleblower reports and supplier evaluations, which brings back the legal questions raised in the groups. Participants also raised a concern about AI. The same technology that helps check documents also makes it easier to forge them. One group ended with a broader question: is there something structural in how money flows through construction projects that makes this sector such an easy target? Their answer pointed back to clients. Pay and working conditions need to be treated as part of what is being delivered, not as an extra. The experience with health and safety suggests that getting this right also improves project economics.

WHAT WE TAKE FROM THE DAY

Workshop 1 showed that the sector largely knows what a good clause looks like. Workshop 2 showed where it stops working. Most organisations screen, and many include clauses, but the chain breaks between finding a problem and acting on it. Back pay goes unpaid, penalties are not applied, and suppliers stay on site. When a clause is not enforced, workers on site see no difference between having one and not having one.

That makes enforcement the client's responsibility as much as the contractor's. Digital tools can raise the baseline, especially for smaller clients, but the most effective practice we heard about relied on people talking to workers on site. Collective infrastructure also depends on legal clarity. Until the sector knows what data and references it may share, each organisation will keep duplicating the work of others, and non-compliant firms will keep moving to wherever nobody is checking.

LOOKING FORWARD

Workshop 3, "**Green and Fair Together: Climate and Social Goals Hand in Hand**", takes place on **21 October 2026** and completes the arc of the series. Workshop 1 looked at what clauses should say, and Workshop 2 at what happens when they meet the building site. Workshop 3 asks whether Denmark's climate investments will strengthen or undermine that foundation. With the 70% CO₂ reduction target driving large retrofit programmes and new green infrastructure, the workshop will explore how green procurement can include meaningful social criteria alongside environmental ones, how new green skills and technologies can benefit workers, how the EU Taxonomy's social minimum safeguards apply in practice, and how the working clauses framework can connect with green procurement standards. The green transition is already reaching into the same subcontracting chains where Workshops 1 and 2 found the greatest risk, and Danske Byggefag has flagged document fraud and LCA requirements as emerging problems.

At the end of the series, we will turn what we have heard across the three workshops into a set of recommendations for the sector. We intend to start that work at Workshop 3, and in the months ahead we will be asking participants for input and feedback on how to shape those recommendations so they are useful in practice.

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