

COLLECTIVE WAGE AGREEMENT  
BETWEEN **VR** AND  
**SA CONFEDERATION**  
**OF ICELANDIC ENTERPRISE**  
(SAMTÖK ATVINNULÍFSINS, SA)

EFFECTIVE AS OF 1 APRIL 2019 TO 1 NOVEMBER 2022



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Útgefandi: VR  
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# 1. WAGES

## 1.1. Pay scales

### 1.1.1. General customer service in shops

	1.4.2019	1.4.2020	1.1.2021	1.1.2022
Starting wages	287,408	311,408	335,408	360,408
After 6 mths. at comp.	293,497	317,497	341,497	366,497
After 1 yr. at comp.	295,067	319,067	343,067	368,067
After 2 yrs. at comp.	303,792	327,792	351,792	376,792
After 5 yrs. at comp.	308,530	332,530	356,530	381,530

### **Specially trained shop workers who are capable of working independently, who show initiative and can be entrusted with supervisory roles**

	1.4.2019	1.4.2020	1.1.2021	1.1.2022
Starting wages	292,689	316,689	340,689	365,689
After 6 mths at comp.	299,652	323,652	347,652	372,652
After 1 yr. at comp.	301,295	325,295	349,295	374,295
After 2 yrs. at comp.	310,415	334,415	358,415	383,415
After 5 yrs. at comp.	315,264	339,264	363,264	388,264

Starting wages apply to workers aged 18 and older.

When evaluating length of service for wage calculations, attainment of the age of 22 shall grant the right to be placed on the next service-related step above the starting rate. See Section 1.4.

### 1.1.2. Starting wages and wages of adolescents

In this Collective Wage Agreement, starting wages apply to employees that have reached the age of 18 and gained the experience to undertake the work in question. Training hours are a maximum of 300 working hours for the employer or 500 hours in the profession after the age of 16.95% of starting wages may be paid during the training period.

The employee is to submit confirmation of experience in a profession, in which case length of service is taken into account as of the beginning of the next month after such confirmation has been submitted.

The wages of persons aged 17 are 89% of the starting wage, the wages of those aged 16 are 84%, the wages of those aged 15 are 71% and the wages of those aged 14 are 62% of the same base. The age division of young people under the age of 18 is based on the year of birth.

### 1.1.3. Office workers

	1.4.2019	1.4.2020	1.1.2021	1.1.2022
Starting wages	317,530	341,530	365,530	390,530
After 3 years' exp.	322,189	346,189	370,189	395,189

The above wages of office workers are minimum wages. In other respects, the wage terms of office workers covered by this Agreement shall be decided by the market.

Pupils undergoing vocational training in connection with studies in tourism shall be entitled to wages equivalent to 55% of the starting rate. The precondition for wage payments according to this provision shall be the existence of a tripartite agreement between the school, the trade union and the company.

### 1.1.4. Other agreements

For the wages of workers in guest receptions, recreation and travel services companies (composite occupations) and dispensing pharmacies, reference is made to the appropriate collective agreements.

## 1.2. Wage structure

### 1.2.1. Wage increases

#### Pay scales

Previous pay scales will be replaced by new ones which are part of this agreement, see attachment. The pay scales enter into effect on 1 April 2019, 1 April 2020, 1 January 2021 and 1 January 2022. Starting wages apply to workers aged 18 and older.

#### Pay adjustments

The collective wage agreement pays particular attention to improved wage terms for low-income workers. Wage increases contained in the agreement are all in the form of rate of pay increases to monthly wages. Monthly wages are fixed monthly wages for daytime work.

#### General increase of monthly wages for a full-time position

1 April 2019	ISK 17,000
1 April 2020	ISK 18,000
1 January 2021	ISK 15,750
1 January 2022	ISK 17,250

### Pay scales

Wages rates increase specifically, cf. attachment.

1 April 2019	ISK 17,000
1 April 2020	ISK 24,000
1 January 2021	ISK 24,000
1 January 2022	ISK 25,000

The above increases to wage rates are calculated from issued pay scales in 1.1. and in the attachment page xx.

### Wage-related items

Wage-related items in the collective wage agreement increase by 2.5% on the same dates unless otherwise negotiated.

### Wage and premises Committee

The special Wage and Premises Committee shall begin working immediately. The Committee shall consist of three representatives nominated by SA and three representatives jointly nominated by the negotiation committees of the member associations of the collective wage agreement, dated 3 April 2019.

The task of the Committee is to evaluate the premises of the collective wage agreement and the provisions of the agreements on economic growth increases and rate increases.

### Additional economic growth

In 2020 to 2023, a wage premium will be implemented on the basis of the development of GDP per person.

The calculation of the wage premium is based on interim figures from Statistics Iceland (Hagstofa Íslands) on the index of GDP per person issued at the beginning of March each year for the preceding year.

The wage premium is added to both the monthly pay scale of the collective wage agreement and to fixed monthly wages for daytime work. The following table shows the amount of the wage premium and its premises.

GDP per person, increase between years	Wage premium on the monthly pay scale of the collective wage agreement	Wage premium on fixed monthly wages for daytime work
1.0–1.50%	ISK 3,000	ISK 2,250
1.51–2.00%	ISK 5,500	ISK 4,125
2.01–2.50%	ISK 8,000	ISK 6,000
2.51–3.00%	ISK 10,500	ISK 7,875
> 3.0%	ISK 13,000	ISK 9,750

On determining the wage premium for the years 2019 to 2022, to be implemented in 2020 to 2023, account shall be taken of the updated interim figures for the years that have been used as the basis for the calculation of the wage allocation. The wage premium will be paid on 1 May.

The Wage and Premises Committee of the parties will determine the amount of the wage premium in the event that there are grounds for its payment.

### **Wage guarantee due to wage developments**

During the years 2020–2022, a pay scale increase is calculated due to wage developments, provided certain conditions are met.

The Wage and Premises Committee shall analyse the grounds for the payment of a wage premium on the basis of wage developments. The Committee shall compare wage developments according to the wage index of Statistics Iceland for the general labour market (adjusted according to methods proposed by Dr Kim Ziechang as described in his report dated 5 November 2019) with the proportional changes to the highest active wage category of SGS (Wage Cat. 17 after 5 years). The reference period for the comparison is the month of December each year during the agreement terms, for the first time in December 2019 to December 2020. The results are to be available by March of each year.

If the conclusion is that the above wage index has increased more than the reference rate during the rate period, the Committee shall make a ruling for a particular ISK amount that all the pay scales of the collective wage agreement shall increase by. This ISK amount is calculated as a proportion of the excess increase from the pay scale. The pay scale increase shall be added to the pay scale as of 1 May.

#### **1.2.2. Individually agreed wages**

When determining wages between the employer and the employee, the wage shall reflect the employee's work contribution, competence, educational qualifications and skills, as well as the nature of the job and the responsibility involved. Decisions regarding salaries must take into account the Gender Equality Act. If wages at workplaces where the working hours are determined by service time (opening hours) are determined as aggregate wages for the worker's total work contribution, an estimate of the work contribution on which the aggregate wages are based shall be stated, together with the average number of paid hours of overtime work each month or other factors involved in the wage structure, as appropriate. In the event of a change in the worker's work contribution or in the worker's job which conceivably changes the basis on which he is engaged, then his wages and wage structure shall be reviewed, taking into account the relevant changes, if either party considers there is reason to do so. In the same manner, the employer will verify the composition of employee's overall agreement and demonstrate that the employee's total

wages and conditions are not worse than those provided for in the collective agreement should the employee so wish.

An employee is entitled to have an interview with his superior once a year concerning his job and possible changes in employment terms. If the employee requests an interview, it should be granted within two months, and the resulting outcome of the interview should be available within one month.

See the attachment from 2011, page 73, as regards employee interviews, which contains guidelines on what subjects can be considered normal to discuss in such interviews.

### **1.2.3. Minimum wages for a full-time position**

Minimum income for a full-time position, i.e. 171.15 hours worked per month (39.5 hours per week), from 1 January 2020, a total of 167.94 worked hours per month (38.75 hours per week), is to be as follows for an employee who has reached the age of 18 and has worked for at least six months in the same company (a minimum of, however, 900 hours):

1 April 2019	ISK 317,000
1 April 2020	ISK 335,000
1 January 2021	ISK 351,000
1 January 2022	ISK 368,000

Every month, an extra compensation shall be paid on top of the wages of those employees who do not attain the above income. In this connection, wages mean any payments, including any type of bonus payments or allowances and extra pay, that accrue within the period of the above working hours. The extra compensation paid to ensure minimum wage income is not reduced as the result of any contractual wage increase due to increased education for which the parties to the agreement are jointly responsible.

Pay for overtime work carried out in excess of the 171.15 hours per month and payments to cover expenses paid are not included in this context. The figure 167.94 should be used for calculations as of 1 January 2020, cf. Section 2.

## **1.3. December and holiday supplements**

### **1.3.1. December bonus**

The December bonus for each calendar year, based on full-time employment, is to be as follows:

In 2019	ISK 92,000
In 2020	ISK 94,000
In 2021	ISK 96,000
In 2022	ISK 98,000

A full year's employment, for this purpose, is 45 worked weeks or more, excluding holiday time (annual vacation) or 1,687.5 hours for office workers and 1,777.5 hours for shop assistants. As of 1 January 2020, the aforementioned figures will be based on a 45-minute shorter work week, i.e. 1,653.75 for office workers and 1,743.75 hours for shop assistants.

The bonus is to be paid no later than 15 December of each year, based on the employee's job proportion and length of employment, to all employees who have been employed by an employer for 12 weeks over the past 12 months or who are employed during the first week of December. An agreement may be reached with the employee to the effect that the settlement period runs from 1 December to 30 November of each year instead of the calendar year.

The December bonus includes holiday (vacation) pay, and it is a fixed amount that is not subject to changes according to other provisions. Accrued December bonus shall be paid upon termination of employment in the event that such termination occurs prior to the due date for the bonus.

### **1.3.2. Holiday bonus**

The holiday bonus for each holiday reference year (1 May to 30 April), based on full-time employment, is to be as follows:

In the holiday reference year beginning on 1 May 2019: ISK 50,000.

In the holiday-reference year beginning on 1 May 2020: ISK 51,000.

In the holiday reference year beginning on 1 May 2021: ISK 52,000.

In the holiday reference year beginning on 1 May 2022: ISK 53,000.

### **One time special premium on holiday bonuses 2019**

A special supplement, ISK 26,000, to the holiday bonus is paid in 2019. The holiday bonus in 2019 shall be paid not later than 2 May.

A full year's employment, in this context, is 45 worked weeks or more, excluding holiday time (annual vacation), or 1,687.5 hours for office workers and 1,777.5 hours for shop assistants. As of 1 January 2020, the aforementioned figures will be based on a 45-minute shorter work week, i.e. 1,653.75 for office workers and 1,743.75 hours for shop assistants.

The bonus shall be paid 1 June, based on the employee's job proportion and length of employment during the holiday reference year, to all employees who have been in continuous employment for the same employer for 12 weeks during the previous 12 months as of 30 April or are employed during the first week of May.

The holiday bonus includes holiday (vacation) pay, and it is a fixed sum that is not subject to change according to other provisions. Accrued holiday bonus shall be settled upon termination of employment in the event that such termination occurs prior to the due date for the bonus.

### **1.3.3. Holiday and December bonus accrued during childbirth leave**

After one year in the employment of the same employer, any absence due to legally prescribed childbirth leave shall be counted as working time when calculating the December and holiday bonuses. The same applies in the case of women who, as a safety precaution, have to stop work during pregnancy, cf. the Regulations on measures to improve safety and health at work for women who are pregnant, have recently given birth or are breast-feeding

### **1.3.4. Leave instead of holiday and December bonuses**

The employee and the employer may reach an agreement to waive or reduce holiday and/or December bonuses, with corresponding periods of leave being granted instead, based on the wages of the individual worker. Such leave shall be granted in the form of whole or half working days.

#### **Example:**

*An employee has a monthly wage of ISK 350,000 for full-time employment, based on daytime work. His daily wage is therefore ISK 16,151 (350,000/21.67). The holiday bonus is ISK 50,000 (2019). Instead of this ISK 50,000 holiday bonus, the employee and employer may agree that he receive three days of leave on full pay (ISK 16,151 x 3) and payment of ISK 1,547 as the balance of the holiday bonus.*

### **1.4. Evaluation and length of service**

If an employee works at more than one paid job within the same company, he/she shall draw pay based on the higher or highest-paid job, unless he/she undertakes the other(s) as extra work. When an employee who is not employed as the deputy of a superior temporarily takes over the functions of the superior, e.g. during holiday periods or illness, and such replacement periods last for one week or more, the subordinate shall be entitled to remuneration for deputising in this way, taking into account the responsibility and workload undertaken. The parties shall agree on the remuneration before the deputising takes place.

Evaluation of length of service, for the purpose of wage placement, shall be based on the time when the employee begins work at the company, irrespective of his age; such evaluation may be made for the first time when the employee earned the right to a starting wage grade. Evaluations of length of service that adolescents/employees have accumulated before such time shall be based on the hours they have worked. The number of hours may be found on the basis of estimated average wages, with a full year's work being regarded as 1,800 hours.

When evaluating length of service for wage calculations, attainment of the age of 22 shall grant the right to be placed on the next service-related step above the starting rate. This does not apply, however, in the case of office workers.



If the employer demands a certificate regarding working experience, the employee shall be obliged to comply with such demand, if possible, providing that the employer involved is obliged to issue such a certificate. Otherwise, length of service shall be established by reference to the appropriate pay scales and agreements.

## **1.5. Courses**

### **1.5.1. Courses during working hours**

If employees are required to attend courses organised jointly by the parties to this Agreement, then such courses shall be held during working hours and shall not result in any reduction of the employees' wages. Such courses shall be aimed at increasing employees' competence and professional knowledge.

Employees may spend up to 4 daytime work hours each year attending industry-related courses without a cut in wages for daytime work, provided that at least half the course hours are attended on his own time. Time for course attendance shall be chosen taking into consideration the type of operation of the company.

### **1.5.2. Courses outside working hours**

When taking courses that they are required to attend outside their working time, employees shall receive their contractual hourly rates of pay for half of the hours spent on the course, at daytime, after-hours or overtime rates, as appropriate. This may never, however, result in a reduction of the employee's regular monthly wage.

In the case of courses intended to acquire knowledge/rights which are of use only in the company in question, the employee will receive payment for all the hours spent on the course, unless the parties agree otherwise, such as in wage terms.

### **1.5.3. Courses for salesmen**

It is desirable, where possible, that salesmen should be sent on the courses available to them within their profession, both in Iceland and abroad, and that the employer pay their course fees and travelling and maintenance costs.

– For further provisions on salesmen, see Section 2.1.2. (on working hours) and Section 3.5.3. (on travelling costs).

## **1.6. Divisors**

### **1.6.1. Divisors for calculating hourly rates**

#### **1.6.1.1. When refreshment breaks are taken**

Each employee's hourly daytime rate of pay is found by dividing the regular wage of the appropriate step on the pay scale (see Section 1.1) by 170 in the case of shop assistants and by 160 in the case of office workers.

As of 1 January 2020, the hourly daytime rate of pay is found by dividing the regular wage of the appropriate step on the pay scale (see Section 1.1) by 167.94 in the case of shop assistants and by 159.27 in the case of office workers.

#### **1.6.1.2. When no refreshment breaks are taken**

Each employee's hourly daytime rate of pay is found by dividing the regular wage of the appropriate step on the pay scale (see Section 1.1) by 158.5 in the case of shop assistants and by 157.1 in the case of office workers.

As of 1 January 2020, the hourly daytime rate of pay is found by dividing the regular wage of the appropriate step on the pay scale (see Section 1.1) by 155.3 in the case of shop assistants and by 153.86 in the case of office workers.

### **1.6.2. Divisors for calculating daily pay rates and holiday allowance**

Each employee's daily daytime rate of pay is found by dividing his regular monthly wage by 21.67 (Saturdays are not included).

## **1.7. Wages for after-hours work, overtime work and work on major public holidays**

Calculation of overtime work is governed by the provisions of an employment contract or written confirmation of employment.

### **1.7.1. After-hours, night-time and overtime wages: shop assistants**

Payment for work done outside the daytime working hours shall be paid at hourly rates equivalent to 0.8235% of monthly wages for daytime work up to 171.15 hours per month (an average of 39.5 hours per week) and up to 167.94 hours from 1 January 2020 (38 hours and 45 minutes on average per week). Payment for work in excess of 171.15 hours shall be made at hourly rates equivalent to 1.0385% of monthly wages for daytime work. As of 1 January 2020, the reference period shall be 167.94 hours.

Payment for work carried out between the hours of 0:00 and 7:00 shall be at an hourly rate that is 0.8824% of monthly wages for daytime work up to 171.15 hours per month. As of 1 January 2020, the reference period shall be 167.94 hours.

### **1.7.2. After-hours, night-time and overtime wages: office workers**

Payment for work done outside the daytime working hours shall be paid at hourly rates equivalent to 0.875% of monthly wages for daytime work up to 162.5 hours per month (an average of 37.5 hours per week) and up to 159.27 hours from 1 January 2020 (36 hours and 45 minutes on average per week). Payment for work in excess of 162.5 hours shall be made at hourly rates equivalent to 1.0385% of monthly wages for daytime work. As of 1 January 2020, the reference period shall be 159.27 hours.

Payment for work carried out between the hours of 0:00 and 7:00 shall be at an hourly rate that is 0.9375% of monthly wages for daytime work up to 162.5 hours per month. As of 1 January 2020, the reference period shall be 159.27 hours.

### **1.7.3. Major public holidays**

Payment for all work done on major public holidays shall be made at hourly rates equivalent to 1.375% of monthly wages for daytime work. This shall not apply to regular work for which winter leave entitlement is granted in exchange for work on the days indicated, in which case the valid rules on payment shall apply without amendment.

For a definition of major public holidays, see Section 2.3.2.

## **1.8. Call-outs**

When an employee is called out for work that is not in direct continuation of his daily work, he shall receive overtime payment for at least 4 hours except when his regular working time commences within two hours.

## **1.9. Rules on wage payments**

Wages shall be paid each month on the first day after the end of the month for which wages are paid. If this day falls on a holiday, then payment shall be made on the last working day of the month.

### **1.9.1. Payslip**

Employees shall receive a payslip when each wage payment is made. Payslips must be itemised, e.g. under daytime pay, after-hours pay and overtime pay, with the number of hours worked in after-hours, night-time and overtime work being stated. All deductions must also be itemised.

In workplaces where electronic registration or a time clock are used to register working hours, the employee may request access to or a copy of the time registration.

### **1.9.2. Payment period for after-hours, night-time and overtime work**

Payment for all after-hours, night-time and overtime work shall be made in a single payment, retroactively, for each month.

### 1.10. Wages in a foreign currency

The employee and the employer may agree that a part of the regular monthly wage is to be paid in a foreign currency or that a part of the regular monthly wage may be linked to the exchange rate of a foreign currency. The selling rate of the currency should be used for reference on the date when the agreement between the employee and the employer was made.

Regular monthly wages shall be calculated and stated on the payslip as follows:

1. The regular monthly wages designated in ISK on the date of the agreement.
2. To be deducted is the amount in ISK that an agreement has been made to pay in a foreign currency or to link to the exchange rate of a foreign currency on the date of the agreement.
3. The part of the fixed monthly wage paid in or linked to foreign currency (cf. item 2), calculated in ISK at the selling rate of the foreign currency three business days before the date of payment.

The sum of items 1–3, however, may never be lower than the minimum rate of the collective wage agreement in force for the industry in question.

The total of Items 1–3 forms the base for the payment of taxes and contributions in accordance with the collective wage agreement, such as to the pension fund, trade union fund, sickness benefit fund, vocational rehabilitation fund, holiday home fund and the continuing education fund.

The employee and the employer can negotiate that overtime, shift premiums, bonuses and other payments will be settled in part or fully in a foreign currency.

Wage increases shall only be calculated with respect to item 1, i.e. regular monthly wages in ISK.

An employee can, at any time, request the termination of the agreement. In the event that an employee submits such a request, the employer should comply with such request as of and including the beginning of the second month from that date. An employee shall receive wages according to Item 1 as amended from the date when the original agreement was reached.

The employee and the employer must enter into a written agreement regarding the payment of wages in foreign currency or regarding wage linkage with a foreign currency.

– See 2008 attachment to agreement on wages in foreign currencies – Contract form, page 74.

## **1.11. Contracts of employment and letters confirming employment**

### **1.11.1. The preparation of employment contracts**

Wherever a worker is engaged for a period of more than one month and for more than 8 hours per week, on average, a contract of employment must be prepared no later than two months after the commencement of the job, or the engagement shall be confirmed in writing. If the employee stops work before the two-month period is up, without a contract of employment having been prepared or the engagement having been confirmed in writing, then he/she shall be provided with such a confirmation at the termination of employment. The employer will be held liable for compensation in the event that the provisions of this article are violated.

### **1.11.2. Amendments**

Amendments to terms of engagement, other than those resulting from legislation or collective agreements, shall be confirmed in the same manner (cf. Section 1.11.1.) not later than one month after they take effect.

### **1.11.3. Occasional jobs**

The provisions of Sections 1.11.1. and 1.11.2. do not apply to recruitment in occasional jobs, providing that such an arrangement is based on objective considerations.

### **1.11.4. Employer's duty to inform**

Contracts of employment or written confirmations of employment, i.e. letters of engagement, shall contain at least the following information:

1. The identity of the contracting parties, including their ID numbers.
2. The employer's place of work and address. If there is no fixed place of work or place where work is normally carried out, then it shall be stated that the employee is engaged for work at various locations.
3. The title, job position, nature or type of work for which the employee is engaged, or a short summary or description of the job.
4. The first day of employment.
5. The duration of employment, if temporary.
6. The employee's right to an annual holiday.
7. The notice period for termination to be given by the employer and the employee.
8. Monthly or weekly wage rates, e.g. including references to pay scales, monthly wage rate used as base for calculations for overtime, other payments and perquisites, as well as the payment periods.
9. The length of an ordinary working day or week, weekly work hours or employment ratio.
10. Pension fund.
11. Reference to a valid collective wage agreement and the trade union involved.

Information in items 6–9 may be given in the form of a reference to a collective wage agreement.

#### **1.11.5. Working abroad**

Employees required to work in another country for one month or longer shall receive written confirmation of their appointment before leaving Iceland. In addition to the information listed in 1.11.4, the following must be stated:

1. The estimated time spent working abroad.
2. The currency in which wages are to be paid.
3. Bonuses or perquisites associated with the work abroad.
4. Where applicable, the conditions by which an employee can return to his country of origin.

Information according to items 2 and 3 may be given in the form of a reference to legislation or collective wage agreements.

#### **1.11.6. Temporary employment**

Temporary engagements shall be governed by Act No. 139/2003 on the Temporary Engagement of Employees.

### **1.12. Competition provision**

Provisions in employment contracts that forbid employees to enter into an employment contract with the competitors of employees by competitors of the employer are non-binding if such an engagement is wider in scope than would be necessary in order to prevent competition or to limit in an unfair manner the employee's freedom to employment. To determine whether this is the case, each case must be evaluated on a case-by-case basis, taking into consideration all circumstances. Competition provisions may not be worded too generally.

When assessing how far-reaching competition provisions in an employment contract may be, particularly as regards their scope of application and the time limits involved, the following factors must be considered:

- a. The type of work performed by the employee involved, e.g. is the employee a key employee, in direct contact with the customers or is there significant confidentiality attached to the job? In addition, what knowledge or information the employee might possess with regard to the activities of the company or its customers.
- b. How quickly the employee's knowledge becomes outdated and whether a normal balance is kept among the employees.
- c. The type of operations involved and the identity of the competitors in the market where the company operates and which the employee's know-how covers.

- d. That an employee's freedom of employment is not restricted in an unfair manner.
- e. That the non-competition clause is delineated and concise with regard to the purpose of protecting certain competition interests.
- f. The remuneration of the employee will also have an effect, i.e. for instance, what his wages are.

The competition provisions of employment contracts do not apply if the employee is dismissed from his job without sufficient cause.

## **2. WORKING HOURS**

### **2.1. Daytime work**

#### **2.1.1. Daytime work in shops**

Active working hours in daytime work, i.e. the time actually worked by shop assistants, excluding meal and refreshment breaks, is to be 36 hours and 35 minutes per week. Daytime hours shall be from 9:00 to 18:00 from Monday to Friday. If workers take their contractual refreshment breaks, then working hours shall be lengthened accordingly (cf. Section 3.1.2.), in which case weekly working hours are to be 39.5 hours. Working hours shall be arranged by agreement between employees and employer according to what is considered suitable in each individual place of work.

As of 1 January 2020, active working hours in shops, excluding refreshment breaks, will be 35.83 hours per week. If refreshment breaks are included, working hours are 38.75 hours per week.

#### **2.1.2. Daytime work of office workers and salesmen**

Active working hours in daytime work, i.e. the time actually worked by office workers and salesmen, excluding meal and refreshment breaks, is to be 36 hours and 15 minutes per week. If workers take their contractual refreshment breaks, then working hours shall be lengthened accordingly (cf. Section 3.1.2.), in which case weekly working hours are to be 37.5 hours. Working hours shall be arranged by agreement between employees and employer according to what is considered suitable in each individual place of work, with an extension of daytime work before 9:00, after 17:00 and/or shorter lunch breaks.

As of 1 January 2020, the active working hours of office workers, excluding refreshment breaks, will be 35.50 hours per week. If refreshment breaks are included, working hours are 36.75 hours per week.

– For other provisions on salesmen, see Section 1.5.3. (on learning courses) and Section 3.5.3. (on travelling expenses).

#### **2.1.3. Daytime work in bakeries**

##### **2.1.3.1. Shop workers in bakeries**

Active working hours in daytime work, i.e. the time actually worked by shop workers, excluding meal and refreshment breaks, is to be 36 hours and 35 minutes per week. Daytime hours shall be from 8:00 to 18:00 from Monday to Friday. If workers take their contractual refreshment breaks, then working hours shall be lengthened accordingly (cf. Section 3.1.2.), in which case weekly working time shall normally be 39.5 hours. Working hours shall be arranged by agreement between employees and employer according to what is considered suitable in each individual place of work.



As of 1 January 2020, active working hours in shops, excluding refreshment breaks, will be 35.83 hours per week. If refreshment breaks are included, working hours are 38.75 hours per week.

#### **2.1.3.2. Assistants in bakeries**

Active working hours in daytime work, i.e. the time actually worked by assistants in bakeries, excluding meal and refreshment breaks, is to be 36 hours and 35 minutes per week. Daytime hours shall be from 7:00 to 17:00 from Monday to Friday. If workers take their contractual refreshment breaks, then working hours shall be lengthened accordingly (cf. Section 3.1.2.), in which case weekly working time shall normally be 39.5 hours. Working hours shall be arranged by agreement between employees and employer according to what is considered suitable in each individual place of work.

As of 1 January 2020, active working hours in bakeries, excluding refreshment breaks, will be 35.83 hours per week. If refreshment breaks are included, working hours are 38.75 hours per week.

The meal and refreshment breaks of assistants in bakeries may be arranged to co-ordinate with the meal and refreshment breaks of other personnel working there, providing that full consultation takes place regarding such an arrangement.

#### **2.1.4. Daytime work before 09:00**

Daytime work may nevertheless begin before 9:00 according to what is considered the best arrangement for each occupation or company. Daytime work may never, however, begin before 7:00.

#### **2.1.5. Continuous daytime work**

The contractual maximum period of daytime work shall take place within the aforementioned limits, so that the daytime work period shall be continuous.

#### **2.1.6. Beginning of after-hours/overtime work**

If daytime work begins by any amount earlier in the morning, then after-hours/overtime work shall begin correspondingly earlier.

#### **2.1.7. Leave in exchange for daytime work**

Employers and employees may enter into a written agreement on a different structure of daytime work within the daytime working period so that the employee works in excess of 39.5 hours (37.5 hours) during the daytime working period, accumulating the hours so worked in the form of entitlement to paid leave later on, specified in whole and half days.

As of 1 January 2020, the reference period shall be 38 hours and 45 minutes (36 hours and 45 minutes).

#### **2.1.8. Time off instead of after-hours/overtime pay**

An agreement may be reached between the employee and the employer to accrue leave due to after-hours/night-time/overtime work in such a manner that after-hours/night-time/overtime hours accrue for leave taking during daytime hours while the difference between after-hours/night-time/overtime pay and daytime pay is paid out on the next regular wage payment date or accrues in total toward leave taking during daytime work periods. The value of worked after-hours/night-time/overtime hours is to be used as the basis.

#### **Notes**

*One hour of after-hours work is calculated as 1.4 hours daytime work, one worked hour of night-time work is calculated as 1.5 hours daytime work and one hour of overtime work is calculated as 1.662 hours of daytime work in offices and 1.765 in shops.*

The parties are to reach an agreement as to when the leave is taken. Entitlement to leave pursuant to the above that has not been used before 1 May each year or on termination of employment is to be paid out based on the value of daytime work hours on the date of payment. Leave shall be taken by agreement and shall be organised in such a way as to cause the minimum disturbance to the functioning of the company.

#### **2.1.9. End of the daytime working period on Christmas Eve and New Year's Eve**

On Christmas Eve (24 December) and New Year's Eve (31 December), the daytime working period shall end no later than 12:00 noon if these days fall on any of the days from Monday to Friday.

#### **2.1.10. Miscellaneous working hours provisions**

On the first working day after Christmas, daytime work in shops shall begin at 10.00.

All workers have the right to refuse to do after-hours/night-time/overtime work, and if they do so, they shall not be made to suffer in any way.

Regarding annual working hours, reference is made to the appendix on annual working hours.

– See Protocol 2004 on time off during weekends.

#### **2.1.11. The implementation of reductions in working hours**

The reduction in working hours enters into effect on 1 January 2020. Employers shall consult employees on proposals for the arrangement of the decrease in working hours on the basis of the following options:

- a. Each day is shortened by 9 minutes
- b. Each week is shortened by 45 minutes
- c. Accrued time during the year is calculated at the end of the year
- d. Other forms of working hours decrease

An agreement must be reached as regards the implementation of the working hours decrease before 1 December 2019. If no agreement is reached, the working hours are automatically decreased by 9 minutes per day based on full-time employment.

The employer is permitted, due to organisational changes and necessary workplace co-ordination, to make changes to the arrangements of the decrease in working hours. The employee shall be notified of such changes with at least one month's notice.

## **2.2. After-hours work, night-time work, overtime work and work on major public holidays**

### **2.2.1. After-hours work**

After-hours work is work of any type carried out outside the ordinary daytime working period and also on Saturdays and Sundays, as well as all public holidays listed in 2.3.1., up to 171.15 hours (162.5 hours in the case of office workers) each month.

The number of working hours changes as of 1 January 2020 in accordance with the provisions of 2.1.11. on the reduction in working hours.

### **2.2.2. Night-time work**

Night-time work is work of any type carried out between 24:00 and 07:00, all days, up to 171.15 hours (162.5 hours for office workers) each month, except on major public holidays according to 2.3.2.

The number of working hours changes as of 1 January 2020 in accordance with the provisions of 2.1.11. on the reduction in working hours.

### **2.2.3. Overtime work**

Overtime work is work of any type carried out outside the ordinary daytime working period and also on Saturdays and Sundays, as well as on all public holidays listed in 2.3.1., in excess of 171.15 hours (162.5 hours in the case of office workers) each month.

The number of working hours changes as of 1 January 2020 in accordance with the provisions of 2.1.11. on the reduction in working hours.

### **2.2.4. Work on major public holidays**

Work on major public holidays is work during major public holidays, cf. 2.3.2.

### **2.2.5. Work on Saturdays and Sundays**

When work is done on Saturdays and Sundays, payment shall be made for a minimum of 4 hours at after-hours/night-time/overtime rates, even if the period worked is actually shorter.

## **2.3. Public holidays and major public holidays**

Public holidays are all the feast days of the Church of Iceland in addition to the days listed in Articles 2.3.1. and 2.3.2.

### **2.3.1. Public holidays**

Public holidays are: Maundy Thursday, Easter Monday, the First Day of Summer, 1 May, Ascension Day, Whit Monday and Boxing Day.

### **2.3.2. Major public holidays**

Major public holidays are New Year's Day, Good Friday, Easter Sunday, Whit Sunday, 17 June, the August Bank Holiday (first Monday in August), Christmas Day and the period after 12:00 noon on Christmas Eve and New Year's Eve.

## **2.4. Minimum rest**

### **2.4.1. Daily rest period**

Working hours shall be arranged in such a way that during each 24-hour period, starting from the beginning of the working day, the employee receives at least 11 hours' continuous rest. If possible, this daily rest period shall include the period between 23:00 and 6:00. Work may not be arranged in such a way that the working period exceeds 13 hours.

### **2.4.2. Exceptions and right to take leave**

Under special circumstances, when it is necessary to protect items of value, a work session may be extended to as many as 16 hours, in which case, without exception, a rest period of 11 hours shall be granted immediately following the work, without any reduction of the employee's right to regular wages for daytime work.

When special circumstances make it unavoidable to deviate from the daily rest period, in accordance with the authorisation in the Working Hours Agreement between the Icelandic Confederation of Labour (ASÍ) and the Confederation of Icelandic Employers (VSÍ) from 30 December 1996, the following shall apply: If employees are specially asked to report for work before the 11-hour rest period is up, then the rest period may be postponed and granted later, in such a way that a right to take leave in the form of 1.5 hours (of daytime working time) accumulates for every hour by which the rest period is shortened. It shall be permitted to pay .5 hour (of daytime working time) of the leave entitlement if the employee wishes. In no case may 8 hours of continuous rest be reduced.

If the employee works for such a long time preceding a holiday or weekend as to make it impossible to have 11 hours' rest before the normal beginning of the working day, the situation shall be handled in the same way as above. If the employee reports for work on a holiday or weekend, payment at overtime rates shall be made for the time worked without further additional payments.

However, the above provisions shall not apply in the case of organised shift work, in which the rest period may be reduced to as little as 8 hours.

Accrued leave-taking entitlement shall be stated on the employee's pay slip, and leave shall be granted in half and whole days outside the peak periods in the company's activities in collaboration with the employee, providing that the accrued leave-taking entitlement amounts to at least 4 hours. Settlement in respect of the employee's unused leave-taking entitlement shall be made on termination of employment, with the entitlement counted as part of the period of engagement.

Work may not, except with the agreement of the employee, be so arranged that accrued leave is taken during periods when the employee is travelling on behalf of the employer or is engaged in work away from his home/residence except in the normal continuation of such accrual.

#### **2.4.3. Weekly day off**

During each 7-day period, the employee shall have at least one weekly day off, connected directly to the daily rest period. For this purpose, the week shall be taken as beginning on Monday.

#### **2.4.4. Postponement of the weekly day off**

To the extent practicable, the weekly day off shall be Sunday, and to the extent practicable, all those who work for the same company or at the same permanent place of work shall receive a day off work on that day. The company may, however, by agreement with the employees, postpone the weekly day off when special circumstances necessitate such a deviation from the norm. If it is necessary to structure work in such a way that the weekly day off work is postponed, then a collective agreement shall be reached thereto. In such a case, the taking of days off may be arranged in such a way that 2 days off are taken together every second weekend (Saturday and Sunday). If, on the other hand, due to unforeseeable reasons, a day off falls on a working day, this shall not reduce employees' entitlement to regular wages and shift-work supplement.

In the event that the employee, at the request of the employer, needs to travel between countries during unpaid days off, he must receive, on arrival back home, leave corresponding to 8 daytime work hours for each day off thus lost, provided that account has not been taken thereof in the determination of his wages. The taking of such days off is governed in the same manner as provided for in the section on minimum rest and leave taking.

[Protocols of March 1997 and May 2000 on the interpretation of Section 2.4.4. on the weekly day off: It is the joint understanding of the parties that if there is no agreement between employees and managers to postpone the weekly day off work, the employee shall be entitled to leave on a working day in the following week, without reduction of pay. The same understanding applies regarding working trips abroad.]

#### **2.4.5. Breaks**

Employees are entitled to a break of at least 15 minutes if their daily work hours exceed 6 hours. This shall not reduce the effect of the provisions of this agreement regarding meal and refreshment breaks under Section 3.1.

Regarding the scope, working time, breaks and other matters, reference is made to the Collective Agreement between ASÍ and VSÍ from 30 December 1996 on certain matters pertaining to the structure of working time, which is regarded as an integral part of this Collective Wage Agreement. The aforementioned provisions supplement Section 13 of this Agreement.

### **2.5. Breaks in the working time of workers in grocery stores**

In view of the additional workload on staff working on cash registers on Fridays and the last working day before public holidays that fall on any of the days from Monday to Friday, employees who are obliged to be at work for at least three continuous hours after 16:00 shall be granted a 15-minute break during the period 16:00–19:00, provided that no evening meal break is taken on the aforementioned days.

### **2.6. Recording working hours**

#### **2.6.1. General**

Employees shall turn up punctually for work, whether such work begins in the morning or after a meal or refreshment break. If employees turn up late for work, ¼ hour may be deducted from their monthly wages at after-hours/night-time/overtime rates for each ¼ hour or fractions thereof in the case of repeated instances.

Each begun ¼ hour of worked after-hours/night-time/overtime work shall be counted as ¼ hour.

#### **2.6.2. Recording with punchcards**

An employee who turns up late for work shall not be entitled to claim wages for working time that has already elapsed. After-hours/overtime rates shall not be paid until the contractual number of daytime working hours has been worked. However, this shall at no time cause the beginning of the time paid at after-hours/overtime rates to be deferred by more than 30 minutes.

### **2.7. The rights of part-time workers**

Persons who are engaged to work part time, and who work regular working hours, shall be paid monthly wages in proportion to those paid to full-time employees according to Section 2.1., i.e. 39 ½ hours or 37 ½ hours.

The number of working hours changes as of 1 January 2020 in accordance with the provisions of 2.1.11. on the reduction in working hours.

Employees who work regular part-time work for the same employer shall enjoy the same entitlements to payment for contractual holidays, days off work due to illness and accidents, pay increases due to length of service, etc. as those who work full-time, and these payments shall be based on the employee's normal working hours.

The parties agree that the above provision shall apply equally to those who work a continuous portion of each day throughout the week and to those who work at regular intervals, e.g. one day or a part of one day each week.

Other arrangements concerning part-time workers shall be subject to the agreement between ASÍ and SA concerning part-time work and, as appropriate, the Part-Time Workers Act.

## **2.8. Stand-by shifts**

Stand-by shift duty may be imposed, according to which employees are obliged to be contactable by telephone and to respond to call-outs. Where no other arrangements are negotiated in the employment contract, the following shall apply:

For each hour on stand-by duty during which the employee is confined to home, he shall receive payment equivalent to 33% of the hourly rate for daytime work. On public holidays and major public holidays, as defined in 2.3.1. and 2.3.2., the proportion shall be 50%.

For stand-by duty in which the employee is not required to respond without delay, but where he is prepared to go to work as soon as he is contacted, he shall receive 16.5% of the hourly rate for daytime work for each hour spent on stand-by. On public holidays and major public holidays, as defined in 2.3.1. and 2.3.2., the proportion shall be 25%.

For a call-out when on stand-by, employees shall receive payment for the time they work, though never for less than 4 hours, except when their scheduled daytime work is to begin within two hours. However, payment for stand-by work and for after-hours/overtime work shall never be combined.

## **2.9. Disturbance due to use of telephone**

If an employee's home or mobile telephone numbers are listed by the company in the company's telephone directory, the workload resulting from this shall be taken into account when determining wages.

### **3. MEAL AND COFFEE BREAKS; FOOD AND TRAVELLING COSTS**

#### **3.1. Meal and coffee breaks during the daytime work period**

##### **3.1.1. Meal breaks**

The meal break during the daytime working period shall be ½ -1 hour during the period 12:00–14:00 and shall not be counted as part of ordinary working time. Entitlement to a lunch break shall be based on at least 5 hours' work during the daytime working period.

##### **3.1.2. Coffee breaks**

The refreshment break for shop workers shall be 35 minutes per day, based on full daytime work. For office workers, the refreshment break shall be 15 minutes per day, based on full daytime work. Part-time workers shall receive proportional refreshment breaks. Refreshment breaks may be omitted or shortened by agreement in the workplace, with working hours being shortened accordingly.

#### **3.2. Meal and coffee breaks outside the daytime work period**

##### **3.2.1. Supper break**

A supper break shall be granted during the period 19:00–20:00, with pay at after-hours/overtime rates as appropriate. If employees work during this period or part thereof, they shall receive pay for correspondingly longer overtime work.

##### **Example 1**

*The employee works until 19:10. Ten minutes' work is paid for at after-hours or overtime rates, as appropriate, for the work done up to 19:10. An additional 10 minutes' work is paid for at overtime rates due to work done during the meal break.*

##### **Example 2**

*The employee works until 21:00. The employee receives a 40-minute meal break. Working hours from 19:00 to 20:00 shall be paid at after-hours rates to part-time employees and at overtime rates to full-time employees. Payment is also made for 20 minutes at overtime rates for time worked during the meal break.*

##### **3.2.2. When work begins at 16:00 or later**

Shop workers who turn up for work at 16:00 or later shall receive payment for 5 minutes for each hour they work (though for a minimum of 15 minutes) with respect to refreshment breaks that are not utilised. Employees who work 4.5 hours or longer, however, shall be entitled to a full 1-hour meal break.



### **3.2.3. Other meal and refreshment breaks**

When work is done outside the daytime working period, the meal break shall be from 3:00–4:00 and refreshment breaks from 22:00–22:20 and from 6:15–6:30.

On Þorláksmessa (23 December), however, a 20-minute refreshment break may be granted during the period from 21:40 to 22:20. The meal and refreshment breaks listed above shall be counted as working time, and if employees work during them, then they shall receive pay for correspondingly longer periods of overtime work.

### **3.2.4. Meal and coffee breaks on Saturdays, Sundays and public holidays**

Meal and refreshment breaks on Saturdays, Sundays and public holidays as defined in 2.3. shall be subject to the same rules as those on ordinary working days.

## **3.3. Work during meal and coffee breaks**

When work is done during meal and refreshment breaks, or part thereof, during the daytime working period, it shall be paid for at after-hours/overtime rates, as appropriate.

## **3.4. Travelling to and from the workplace**

Travel to and from the workplace in the Greater Reykjavík Area (Reykjavík – Kópavogur – Garðabær – Hafnarfjörður – Mosfellsbær – Seltjarnarnes) during periods when buses do not run shall be paid for by the employer.

## **3.5. Work outside the area covered by the Agreement**

### **3.5.1. Food and travelling costs**

If work is done outside the area covered by this Agreement, the employer shall provide the employee with free food, accommodation and transport to and from work.

### **3.5.2. Rest in connection with travel for the employer**

If no other terms are agreed or established by practice in the case of the individual employee, then employees who are obliged to travel during the evening or overnight for their employer shall have the right to a minimum of 11 hours' rest (cf. 2.4.1.).

### **3.5.3. Salesmen's travelling expenses**

The employer shall at all times pay all accommodation, food and travelling costs incurred in sales trips according to invoices. For longer working periods on sales trips, salesmen shall receive a 43% supplement on their monthly wages if the sales trip lasts 5 days or fewer and 65% if the duration of the sales trip exceeds 5 days. This supplement shall be paid on the monthly wage in direct proportion to the number of days during which travel is undertaken in areas outside a 60 km driving distance from the company's main headquarters, unless other arrangements have been agreed.

If salesmen use their own cars, they shall receive payment in accordance with the decision of the Government Travelling Expenses Committee (Ferðarkostnaðarnefnd ríkisins), i.e. out of town; if they use them in town, then an agreement shall be reached regarding daily rates.

– For further provisions on salesmen, see 1.5.3. (on courses) and 2.1.2. (on working time).

### **3.6. Driving expenses**

If employees use their own cars in the course of their work, and if no other arrangements are agreed, then the decision of the Government Travelling Expenses Committee on kilometre rates shall be used as a guideline.

Amendments to these rates will be published in accordance with amendments to the rates applying to civil servants and will take effect from the date of publication.

### **3.7. Daily allowances abroad**

Payments of per diem allowances to employees for travel abroad shall be subject to the decisions of the Government Travelling Expenses Committee unless the company has special rules on the payment of travelling expenses.

## **4. VACATION TIME**

### **4.1. Holiday entitlement**

Minimum annual holiday entitlement shall be 24 working days. Annual holiday allowance shall be 10.17% of all wage payments, whether at daytime, after-hours or overtime rates.

When calculating annual holiday, a divisor of 21.67 shall be used (Saturdays are not included). The first 5 Saturdays are not counted as part of an annual holiday.

(Concerning holiday entitlement, any person who has a notice period of at least one month for termination of employment shall be regarded as a permanent employee.)

### **4.2. Holiday taken outside the annual holiday period**

Those who, at the request of their employers, do not receive annual holiday when it is assumed by law that holidays will normally be taken, i.e. during the period from 2 May to 15 September each year, shall receive a 25% extension of the part of holiday leave granted outside the aforementioned period or an increase in the equivalent payment.

Holiday in excess of 20 days may be granted during the defined holiday period from 2 May to 15 September, unless other arrangements are negotiated. If an employee requests to use his holiday entitlement outside the aforementioned period, such request shall be granted to the extent possible given the nature of the operation.

### **4.3. Additional annual leave**

Following 5 years' employment in the same profession, employees' holiday entitlement shall be 25 days, and holiday allowance shall be 10.64%.

Following 5 years' employment in the same company, employees' holiday entitlement shall be 27 days, and holiday allowance shall be 11.59%.

Following 10 years' employment in the same company, employees' holiday entitlement shall be 30 days, and holiday allowance shall be 13.04%.

Holiday rights accrued because of work for the same company will be renewed after three years' work for a new company, provided that this has been verified.

– Concerning holiday bonus, see 1.3.2.

### **4.4. Determining the timing of holiday taking**

The timing of holidays shall be a matter of agreement between the employer and employee.

#### **4.5. Illness and accidents during holidays**

If an employee becomes so ill during a holiday in Iceland, in a country within the EEA, Switzerland, the United States or Canada that he is unable to enjoy the holiday, he must notify his employer of such event on the first day of illness by means of e.g. telegraph, e-mail or other verifiable manner unless force majeure circumstances prevent him from doing so, in which case he must send notification as soon as such circumstances are alleviated. If the employee meets the notification requirement, the illness lasts for more than 3 full days and he notifies the employer within that time of the name of the doctor from whom he is receiving medical care or who will issue a medical certificate, he shall be entitled to additional holiday leave for the same length of time as his illness demonstrably lasted.

In the above circumstances, the employee must always provide confirmation of illness in the form of a doctor's certificate. The employer is entitled to have a physician examine an employee who has fallen ill during his holiday. As far as is possible, additional holiday leave shall be granted at the time requested by the employee during the period from 2 May to 15 September, except where special circumstances apply. The same rules as stated above apply to accidents during holidays.

#### **4.6. The Holiday Allowance Act**

In other respects, holiday time shall be governed by the provisions of Act No. 30/1987 on Holiday Allowance.

#### **4.7. Maternity/paternity leave**

Maternity/paternity and parental leave are subject to Act No. 95/2000 on the same subject.

Under the Act on Maternity/Paternity Leave and Parental Leave, maternity/paternity leave shall count as working time when assessing work-related rights and entitlements such as the entitlement to annual holiday and extension of annual holiday according to collective wage agreements, wage increases due to length of service, sick-leave entitlements and notice period for termination of employment.

The same applies in the case of women who, as a safety precaution, have to stop work during pregnancy, cf. the Regulations on measures to improve safety and health at work for women who are pregnant, have recently given birth or are breast-feeding.

Maternity/paternity leave is counted as worked time for the purpose of calculating holiday leave entitlements, i.e. the right to take a holiday, but not for the calculation of holiday pay.

– See also 8.4. on pre-natal medical examinations.

### **Example of holiday pay calculations**

*A person's wages for shop work in May 2019 are ISK 350,000 for daytime work and ISK 50,000 for overtime for each month worked. His total wages are ISK 400,000. His holiday pay for that month will be 10.17% of ISK 400,000, i.e. ISK 40,680.*

*This holiday pay is converted to hours of holiday by dividing it by the current hourly day-wage rate, which is ISK 2,058.82 (ISK 350,000/170). Thus, the number of holiday hours for the month of June is 19.76 hours (ISK 40,680 x 10.17% / ISK 2,058.82).*

*Over the holiday leave year, this person could, e.g., have acquired 217.36 hours of holiday leave entitlement. (11 months x 19.76 hours). When he goes on holiday in summer 2020, his wages will have risen and his hourly rate will therefore be ISK 2,191.26. (monthly wages have increased by ISK 18,000, i.e. from 1 April according to agreement and are therefore calculated as ISK 368,000/167,94 which is the new divisor from 1 January 2020). Thus, this employee's holiday allowance will be ISK 439,895 (217.36 hours of leave x ISK 2,191.26 per hour).*

## **5. SPECIAL COMPANY AGREEMENT PROVISIONS**

### **5.1. Definition**

Company agreement (workplace agreement), within the meaning of this Section, is an agreement between a company and its employees, all or a specific proportion, on the adaptation of collective wage agreements to the needs of the workplace.

A company agreement, negotiated on the basis of this Section, is not a collective wage agreement, as employer and union associations are not parties thereto. Reference is made to 5.5. as regards the involvement of these parties in the negotiations.

### **5.2. Aim**

The aim of the special company provisions in this Collective Wage Agreement is to stimulate collaboration between employees and employers in the workplace with the aim of creating conditions for improved terms of service for the employees through increased productivity.

The aim is to develop collective agreements so that they will bring benefit to both parties. Amongst other things, the aim is to shorten working hours while maintaining or increasing productivity. The aim at all times is to be that defined gains should be apportioned between the employees and the company according to clear principles.

### **5.3. Authorisation to negotiate**

As a rule, the special company provisions apply to all employees covered by the collective wage agreements negotiated by the relevant unions. Special agreements, however, may be made in individual delineated workplaces if this is agreed.

Negotiations on special company agreement provisions [agreements with individual enterprises] shall be held under the obligations of general collective agreements to pursue peaceable means and shall be adopted with the consent of both parties. In addition, it shall be stated in writing to whom the agreement is intended to apply.

When a decision has been made to hold negotiations, then the relevant unions and employers' organisations shall be notified.

### **5.4. Consultants**

Both parties, employees and company representatives, are entitled to seek advice from the parties to the agreement. The parties may, jointly or separately, decide to call in representatives of the parties to this Agreement for advice on the negotiations as soon the decision has been made to hold negotiations.

## **5.5. Representatives of the employees – representation in negotiations**

Trade union shop stewards shall represent employees in negotiations with the managers of the company. The representative of the union in question has full rights to participate in the negotiating committee. A shop steward may have an additional two to five persons elected, depending on the number of employees, to sit in the negotiating committee, and together they shall form a joint negotiating committee.

The shop steward and the elected members of the negotiating committee shall be guaranteed a normal amount of time during working hours in which to attend to preparations and negotiations. They shall also enjoy special protection in their work, and they may not be made to suffer for the work they do in the negotiating committee. Thus, they may not be dismissed from their jobs because of their work in the negotiating committee.

At workplaces where the shop stewards are members of two or more trade unions, they shall jointly represent the employees in cases where the special company agreement affects their position. In these cases, care must be taken to ensure that representatives of all divisions of the occupational sector concerned take part in the negotiations; this shall be done even if it means expanding the negotiating committee.

Where no shop stewards have been appointed, the union of the employees involved may take steps to have a negotiating committee elected.

## **5.6. Dissemination of information**

Before a special company agreement is negotiated, the managers shall inform the shop stewards and other members of the negotiating committee of the company's standing, future prospects and staffing policy.

Shop stewards shall have the right to information on wage payments at the workplaces where they are representatives to the extent necessary to apply the provisions of the special company agreement.

During the period of validity of the special company agreement, shop stewards shall be informed twice each year of the matters mentioned above and the operational direction the company is focused on. They shall be bound by an obligation not to disclose this information to the extent that it is not under public discussion.

The obligation to provide information shall only apply to the extent necessary according to the provisions of the company agreement.

An agreement reached on the basis of this section shall be accessible to the employees of the company involved. Unauthorised persons may not be informed of its content.

## 5.7. Permitted adaptations

Under an agreement within the company between the employees and the company, the provisions of this Agreement may be adapted to the needs of the workplace by introducing variations regarding the following matters, providing that agreement is reached on remuneration to the employees.

- a. Four-day working week. The full week's daytime working obligation may be discharged in four working days where this is not prevented by law or other agreements.
- b. Shift work. An agreement may be reached on the introduction of shift work with at least one month's notice. Shift periods shall not last for less than one month at a time.
- c. After-hours/overtime supplement in the basic daytime rate. Part of the after-hours/overtime supplement may be incorporated in the base rate for daytime work.
- d. Holiday allowance for after-hours/overtime work. An agreement may be reached under which workers may accumulate after-hours/overtime working hours and take the same number of hours of leave on working days outside the company's busiest periods. Overtime hours may be accumulated and should be paid for in the form of taking leave for the equivalent number of daytime hours, but the supplementary payment for after-hours/overtime work is to be paid in cash.
- e. Refreshment breaks. Agreements may be reached on arrangements different from those in this Collective Wage Agreement regarding meal and refreshment breaks.
- f. Holiday. Part of the annual holiday entitlement may be used to reduce the level of activity or to close the company on certain days outside its busiest period.
- g. Performance-related wage system. Where considered appropriate by both parties, a performance-related wage system may be developed without formal studies of the work structure.
- h. Transfer of holidays falling on Thursdays. It may be agreed at a workplace to transfer leave in connection with the contractual holidays Ascension Day and the First Day of Summer, both of which always fall on a Thursday, to another working day, e.g. Friday or Monday, or to link it to other leave taken by the employees. A decision on a different day off work or another arrangement covering the taking of this leave shall apply to all the employees concerned and shall be determined by the choice of the majority. In this case, the same wages will be paid for these days as for other working days, and the workers will retain their daytime pay when they take days off on the new holidays. If employees are specially requested to work on the new holidays, they shall be paid after-hours/overtime rates in addition to daytime rates unless other provisions are made in collective agreements regarding shift work. If an employee has not taken the day off when he leaves the employ of the employer, payment shall be made for it in his final wage settlement, at the rate for 8 daytime working hours (based on full-time employment).



Deviations from the general rules of this Agreement over and above the limits set out above shall be permitted only in cases where the approval of the commercial workers' union and employers' union involved has been obtained. Employment contracts shall state the part played in the employee's wages and terms by the special company agreement.

## **5.8. Remuneration to the employees**

Where an agreement is reached on the adaptation of the provisions of this Agreement to the needs of the company, or on other deviations from the agreed work structure, then an agreement shall also be reached on the employees' share of the benefits that the company derives from these changes.

The employees' share may take the form of a reduction in the number of working hours without a corresponding reduction of income, the payment of a fixed sum each month or each quarter, a supplement reflecting their competence, a percentage supplement on their wages, a fixed sum added to their hourly rates or some other form, depending on what is agreed. The benefit to the company, however, and the remuneration to the employees must be clearly stated in the agreement. Both these elements are deviations from this Agreement and may be abolished by termination under 5.9.

## **5.9. Entry into effect, scope and period of validity**

Special company agreements shall be made in writing and shall be referred for approval to all those to whom they are intended to apply in a secret ballot organised by the employees' negotiating committee. An agreement shall be considered as being approved if it receives the support of the majority of the votes cast. The trade union involved shall establish whether the deviations that are agreed from regular terms, and the remuneration in return for them, are compatible, as a whole, with the provisions of law and collective agreements regarding minimum terms. If no notification to the contrary is received within four weeks, then the agreement shall be regarded as having been approved by both parties.

A special company agreement may be made for a trial period of up to six months, after which its contents shall be finalised in the light of experience. Otherwise, its period of validity shall be unlimited. Either party may request a review when one year has elapsed. The parties shall enter into negotiations on the review and renewal of the special company agreement no later than two months after the entry into effect of the main Collective Wage Agreement. If no agreement on amendments is reached within two months, either party may terminate the agreement with six months' notice, counting from the beginning of a month. When that period has expired, then both the amendments agreed and the employees' share in the gains shall cease to apply. In order for termination to be binding, it must receive the support of the majority of the employees concerned in a ballot of the same type as was held when the agreement took effect. If the employer terminates the special company agreement provisions, then wage increases according to them shall only be retracted to the extent involved in the additional costs resulting from the re-adoption of the former contractual provisions.

### **5.10. Effect of special company agreements on terms of employment**

Changes in terms of employment resulting from special company agreements shall be binding for all the employees involved if they do not formally inform the managers of the company and the employees' negotiating committee of their opposition to the making of the agreement before it is put to the vote.

The provisions of the special company agreement shall apply equally to those workers who are in employment at the time that the agreement is approved in accordance with the provisions of this section and those who are engaged for employment subsequently, providing that they are informed of them at the time of their engagement.

### **5.11. Handling of disputes**

In the event of a dispute within the company on the interpretation or application of a special company agreement that cannot be resolved by negotiations between the parties at the workplace, the employees may seek the assistance of the union in question or entrust it with the resolution of the dispute.

If no agreement is reached on the assessment of the effects of termination under the final sentence of the second paragraph of 5.9., either party may refer it for a ruling by an impartial party that both parties accept. Sixty-five percent of the resulting expenses shall be paid by the company and 35% by the employees.

## **6. FACILITIES, SAFETY AND HEALTH**

### **6.1. Medicine chest, toilet facilities and refreshment facilities**

At workplaces, the employer shall ensure that a medicine chest is accessible, containing the necessary medicinal products and bandages, and that the workers have access to a toilet, running water and a washbasin.

All workplaces are to have facilities for consuming refreshments and storing protective clothing.

Employees shall have access to lockers or another secure storage place at their place of work where they can keep personal belongings during working hours.

### **6.2. Rules on canteens/kitchens**

When meals are regularly taken at the workplace, both employers and employees shall comply with the instructions of the health authorities regarding toilet facilities and conduct in the canteen/kitchen area.

### **6.3. Safety equipment**

The safety equipment considered necessary by the Administration of Occupational Safety and Health due to the nature of the work, or that which is specified in a collective agreement, shall be available at the workplace for use by the employees.

Employees shall be obliged to use the safety equipment mentioned in their collective agreements and in regulations, and managers and shop stewards shall ensure that such equipment is used.

#### **6.3.1. Penalties for negligence on the part of employees**

Workers who do not use the safety equipment provided at the workplace may be dismissed without notice after having been given a written caution. The employees' shop steward shall immediately establish whether such a dismissal was based on good reason and shall be given the opportunity to acquaint himself with all the facts of the case. If he is not convinced that the dismissal was based on valid reasons, he shall submit a written objection. In such case, the immediate dismissal shall not take effect.

Violations of safety rules that result in a threat to the life and limbs of workers shall result in dismissal, following a caution, if the shop steward and the representative of the company agree on this measure.

### **6.3.2. Penalties for negligence on the part of the employer**

If the safety equipment stipulated in collective agreements and the use of which has been required by the Administration of Occupational Safety and Health is not provided at the workplace, any worker who does not receive such equipment may refuse to do work for which such equipment is required. If no other work is available for the worker concerned, he shall retain his full wages.

### **6.4. Disputes**

In the event of a dispute with respect to this section of the Agreement, such dispute may be referred to the standing committees of ASÍ (The Icelandic Confederation of Labour and SA Confederation of Icelandic Enterprise.

Act No. 46/1980, and rules and regulations established thereunder, shall apply to working facilities and safety and health at work.

## **7. TOOLS AND WORKING CLOTHES**

### **7.1. Work clothes and protective clothing**

Where special work clothes are required in the opinion of the employee's superior and the shop steward, the employer shall provide such clothing and have it laundered, providing that it remains the property of the employer.

### **7.2. Insurance and damages compensation**

If an employee demonstrably suffers damage to ordinary, necessary clothing or personal items, such as a wristwatch, spectacles, etc., in the course of his work, compensation shall be paid in accordance with an assessment of the value involved.

Compensation will only be paid for damage of this type if it occurs as a result of an accident in the workplace. Compensation will not be paid for such damage if it occurs as a result of negligence or carelessness on the part of the employee.

## **8. WORK-RELATED ACCIDENTS, ACCIDENT INSURANCE, OCCUPATIONAL DISEASES AND THE PAYMENT OF WAGES IN CASES OF ACCIDENT AND ILLNESS**

### **8.1. Accidents at work and occupational diseases**

#### **8.1.1. Medical expenses**

In the event of accidents at work, the employer shall pay the cost of transporting the injured person to his home or a hospital and will reimburse him for all medical expenses incurred in any given case, other than those paid by social security.

Accidents occurring on a direct route to and from work are considered accidents at work as regards medical and transport costs.

#### **8.1.2. Wage payments in cases of accidents at work and occupational diseases**

In each instance of an accident at work or an occupational illness caused at or as a result of work, or during travel to or from the place of work, the employer concerned shall pay wages at daytime rates for up to 3 months according to the pay scale at which the employee is engaged at the time that the accident or illness occurs, providing that per diem payments from Icelandic Health Insurance (Sjúkratryggingar Íslands) for those days are given over to the employer. The provisions of this paragraph shall not reduce any further rights that employees may have according to law or other collective agreements.

– See Act No. 19/1979.

#### **Explanation**

*Inability to work due to accident can either manifest itself immediately after an accident or later. Proof and causal connection are governed by general rules.*

### **8.2. Wages during absence due to illness and accidents**

#### **8.2.1. Wages during absence due to illness and accidents in the first year**

Wage payments to employees who are absent from work due to illness during the first year of their employment with the employer shall be two days for each month they have worked.

#### **8.2.2. Wages in cases of illness and accidents after one year**

The arrangement of wage payments to employees who are absent from work due to illness or accidents when they have worked for the same employer for one year or more shall be as follows:

- After 1 year's work for the same employer: 2 months for every 12 months
- After 5 years' work for the same employer: 4 months for every 12 months
- After 10 years' work for the same employer: 6 months for every 12 months

**Explanation**

*Illness rights are based on paid illness days during a 12-month wage period. When an employee becomes unable to work, account is first taken of the number of illness days that have been paid during the preceding 12 wage months and this number deducted from accrued illness rights. In the event that an employee was not paid a wage during some of that period, such period is not included in the calculations.*

However, employees who have earned the right to 4- or 6-months' wages during sick leave with their previous employer and who change workplace shall be entitled to receive wages for not less than 2 months during each 12-month period.

– See Protocol 2000 on inability to work due to illness, page 66.

**8.3. Medical certificate**

If an employee falls ill and is unable, as a consequence, to attend work, he shall immediately notify his superior, who shall decide whether a medical certificate will be required. Such a medical certificate shall be provided by the company's regular physician if requested.

**8.3.1. Payment for medical certificates**

The employer shall pay for medical certificates if the above conditions are met.

**8.4. Pre-natal care**

Pregnant women are entitled to absences from work that are necessary for pre-natal care without reduction of their regular wages if such examinations must be made during working hours.

– See also Section 4.7. on maternity/paternity leave.

**8.5. Children's illnesses and leave due to circumstances beyond the individual's control**

During the first six months of work for an employer, parents may spend two days for each worked month looking after their children under the age of 13, provided that no other arrangements can be made to have them cared for. After 6 months' employment, the entitlement will be 12 days during each 12-month period. Parents retain their daytime wages as well as supplementary payment for shift work or after-hours work (40%) as appropriate.

The same applies to children under the age of 16 when their illness is so severe that they need hospitalisation for at least one day.

The parties agree that the term 'parent' here also refers to foster parents or guardians who support a child and act in loco parentis.

Employees shall be entitled to leave from work in the event of circumstances beyond their control (force majeure) and in the event of urgent family circumstances resulting from illness or accidents and necessitating their presence without delay.

Employees shall not be entitled to wages from the employer in the circumstances mentioned above (cf., however, the provisions of the first paragraph).

## **8.6. Insurance against death, accidents and disability**

### **8.6.1. Obligatory insurance**

Employers are obliged to insure the wage-earners covered by this agreement against death, permanent medical disability and/or temporary disability resulting from an accident at work or on a normal route from their homes to the workplace and from the workplace to their homes as well to and from the workplace during refreshment breaks. If an employee is temporarily stationed at a location outside his home in connection with work, the temporary location shall replace the home for the purposes of insurance, and the insurance shall also cover normal travelling between the home and the temporary location.

### **8.6.2. Scope of accident insurance**

The insurance applies during travel within Iceland and abroad if undertaken on behalf of the employer.

The insurance applies to accidents occurring during sports activities, competitions and games, provided that such events are organised by the employer or the staff association and the employee is expected to participate in such events as a part of the employee's work. In this respect, it does not matter whether or not the accident occurs during normal working hours. Exempted are accidents that occur in boxing, any form of wrestling, driving sports, hang-gliding, sailplaning, parachuting, bungee-jumping, mountain climbing that requires special equipment, cliff rappelling, scuba diving and parachuting.

The insurance does not pay compensation for accidents resulting from the use of motorised vehicles subject to registration in Iceland and which are covered by legally prescribed vehicle insurance, irrespective of whether covered by third-party insurance or by the driver's and owner's accident insurance under the Traffic Act.

The insurance shall take effect with respect to the employee when he begins working for the employer (is added to the payroll roster) and expire when employment is terminated.

### **8.6.3. Price indexing and indexation of compensation**

Insurance amounts are based on the consumer price index for inflation adjustment effective from 1 April 2019 (462.9 points) and are adjusted on the first day of each month in proportion to the adjustment of the price index.



Compensation amounts are calculated on the basis of the insurance amounts on the date of the accident but are adjusted, however, on the basis of the consumer price index as follows:

Compensation amounts change in direct proportion to changes in the price index from the date of the accident to the date of settlement.

#### **8.6.4. Death benefits**

In the event that an accident causes the death of the insured within three years from the date of the accident, the beneficiaries shall be paid death benefits, less already paid-out benefits for permanent medical disability resulting from the same accident.

Death benefits as of 1 April 2019:

1. To the surviving spouse, the benefits shall amount to ISK 8,190,021. The term spouse refers to an individual who was married to the deceased, in registered partnership or common-law marriage.
2. To each minor that the deceased had custody of or paid child support for in accordance with the Children's Act No. 76/2003, the benefits shall be equivalent to the total amount of child support in accordance with the Social Security Act, as current, to which the child would have been entitled due to the death until the age of 18. The benefits are paid in a lump sum. On the calculation of benefits, account shall be taken of child support on the date of death. Compensation to each child, however, shall never be a less than ISK 3,276,008. Benefits to children shall be paid to the party who has custody of them after the death of the insured. To each adolescent aged between 18 and 22 who has the same domicile as the deceased and who were demonstrably supported by the deceased, the benefits shall amount to ISK 819,003. If the deceased has been the sole provider of a child or adolescent, the benefits increase by 100%.
3. If the deceased demonstrably supported a parent or parents aged 67 or more, the surviving parent, or parents jointly, shall receive benefits amounting to ISK 819,003.
4. If the deceased had no spouse pursuant to item 1 above, then death benefits amounting to ISK 819,003 shall be paid to the estate of the deceased.

#### **8.6.5. Compensation for permanent disability**

Compensation for permanent disability shall be paid in proportion to the medical consequences of the accident. Permanent disability shall be evaluated according to injury indices issued by the Disability Committee. The evaluation shall be based on the health of the injured party as it is when it has stabilised.

The base amount of disability compensation is ISK 18,673,249. Compensation for permanent disability shall be calculated in such a manner that ISK 186,733 is paid for each disability degree from 1 to 25, ISK 37,465 is paid for each degree of disability from 26 to 50 and ISK 746,930 for each degree of disability from 50 to 100. Compensation for 100% disability, therefore, is ISK 51,351,434.

Disability compensation, moreover, shall take account of the age of the injured party, so that compensation decreases by 2% for each year past the age of 50. After the age of 70, the compensation shall decrease by 5% of the base amount for each year. However, the age-linking of disability pension shall never lead to greater curtailment than 90%.

#### **8.6.6. Compensation for temporary disability**

In the event that an accident causes temporary disability, the insurance shall pay a per diem sum in proportion to the loss of working capacity, starting four weeks after the accident occurred and lasting until the employee is fit for work or until a disability assessment has been made, though not longer than 37 weeks.

Per diem payments for temporary disability are ISK 40,949 per week. If the employee is able to work to some extent, the per diem payments shall be paid proportionately.

Per diem payments from the insurance are paid to the employer during such time as the employee is paid a wage in accordance with collective agreements or an employment contract and are subsequently paid to the employee.

#### **8.6.7. Employers' insurance**

All employers are under obligation to purchase an insurance from an insurance company holding an operating permit in Iceland that meets the above conditions of collective agreements as regards accident insurance.

In respects other than provided for in this section of the Agreement, the terms of the insurance company in question and the applicable provisions as are contained in the Act on Insurance Contracts No. 30/2004 shall apply.

#### **8.6.8. Effective term of compensation amounts**

The above provisions on accident insurance and new compensation amounts apply to accidents that occur after 1 April 2019.

## **9. SICKNESS BENEFIT FUND, HOLIDAY PAY FUND, VOCATIONAL TRAINING FUND, PENSION FUNDS AND VOCATIONAL REHABILITATION FUND**

### **9.1. Sickness benefit fund**

Employers pay 1% of paid-out wages to their employees to the sickness fund of the trade union concerned, unless higher payments have been negotiated in collective agreements.

– See Act No. 19/1979 on Workers' Right to Advance Notice of Termination of Employment and to Wages on Account of Absence through Illness and Accidents, as well as Act No. 55/1980 on Working Terms and Pension Rights Insurance.

### **9.2. Holiday pay fund**

Employers pay 0.25% of the same pay reference base as is used to calculate pension premiums to the Commercial Workers' Holiday Home Fund (Orlofsheimilisjóður verslunarmanna). The parties to this Agreement agree that the pension funds concerned shall be responsible for the collection of this fee, together with a premium of the same size to be paid to the Community Centre Fund of the Commercial Employers' Association (Félagsheimilasjóður verslunarsamtakanna) or to other employers who are parties to this Agreement, as agreed in further detail by those paying these fees. Collection costs shall be divided equally.

– See Act No. 55/1980 on Working Terms and Pension Rights Insurance.

### **9.3. Vocational Training Fund**

Employers shall pay 0.30% of the wages of union members to a vocational training fund.

If, on the other hand, the company formally attends to vocational training issues and spends on them an amount comparable to or greater than the proportion stated above, then it shall pay the equivalent of 0.10% of the wages of union members working for the company. The management of the fund shall confirm that these conditions are met on the basis of information provided by the company.

The trade unions shall pay a matching contribution equivalent to one-fourth of the amount paid by the employers towards the project.

– See the agreement between SA and VR/LÍV on vocational training from 1 June 2000.

## **9.4. Pension funds**

### **9.4.1. Operation of pension funds**

An agreement has been reached on the operation of pension funds, functioning under the applicable laws and regulations, or those that the parties may subsequently approve, and shop and office workers covered by such agreement shall be entitled to become members.

– See Act No. 129/1997 on Obligatory Pension Rights Insurance and Pension Fund Operation.

### **9.4.2. Investment of assets**

The parties agree that in addition to investing its disposable assets in accordance with Article 9 of its Regulations, the pension fund should invest its assets in the form of loans to major economic sectors on the most advantageous terms.

### **9.4.3. Premiums**

Premiums paid to pension funds shall be calculated in accordance with applicable rules.

The contribution of employers as of 1 July 2018 is: 11.5%

### **9.4.4. The Board of the Commercial Workers' Pension Fund (Lífeyrissjóður verzlunarmanna)**

The Board of the Commercial Workers' Pension Fund shall consist of equal numbers of representatives from the employers' organisations and VR.

### **9.4.5. Additional contributions to pension savings**

In cases where the employee makes an additional contribution to a personal pension fund, the employer shall pay a matching contribution as follows:

The employer's matching contribution shall be 2% against a contribution of 2–4% paid by the employee.

## **9.5. Vocational rehabilitation fund**

Employers shall pay 0.13%(3) to the Rehabilitation Fund (Starfsendurhæfingarsjóður), cf. the statement of ASÍ and SA attached to this agreement.

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<sup>3</sup>The fee to VIRK – Vocational Rehabilitation Fund will be 0.1% in 2019.

## **10. RIGHT TO EMPLOYMENT AND MEMBERSHIP IN VR/LÍV**

### **10.1. Right to employment**

Employers undertake to allow commercial workers who are members of VR or the appropriate constituent union of LÍV to enjoy priority access to employment in all general commercial work according to this Agreement when demanded and when members apply for positions and are competent to do the work involved.

### **10.2. Right to membership in VR/LÍV**

Employers shall be free to choose which of the members of the unions involved they employ. If an employer wishes to employ a person who is not a member, then the union shall be obliged to grant the person entry into the union if he applies for membership and this does not violate the union's Articles of Association.

## **11. UNION DUES**

### **11.1. Collection**

Employers undertake to collect annual dues to the union in return for a stamped receipt from the cashier or other union employee or in another manner as agreed.

– See Act No. 55/1980 on Working Terms, etc.

### **11.2. Means of collection**

The parties agree that the trade unions shall be provided with the means of collecting union dues as a percentage of wages, e.g. by collecting the dues together with pension premiums, and using the same calculation base.

### **11.3. Staffing reports**

Employers shall provide the unions with reports on staffing at six-month intervals, if requested.

## **12. NOTICE OF TERMINATION**

### **12.1. Notice period**

For both parties, the notice period for termination of employment shall be:

- 1 week during the first three months, which constitutes a trial period
- 1 month during the three months following the end of the trial period
- After 6 months' employment, the notice period shall be 3 months

All employment terminations shall be in writing. After the trial period, a notice of termination, moreover, shall be at the change of month.

If an employee is made redundant after 10 years or more of continuous employment at the same company, the notice period shall be:

- 4 months if the employee is 55 years old
- 5 months if aged 60
- 6 months if he has reached the age of 63

The employee, on the other hand, may give 3 months' notice on resignation.

These provisions on notice of termination shall not apply, however, if the employee demonstrates gross negligence in his work or if the employer commits an offence against the employee.

### **12.2. Implementation of termination**

#### **12.2.1. In general on termination of employment**

The right to terminate employment is mutual. Any termination of employment shall be in writing and in the same language as the employment contract of the employee.

#### **12.2.2. Interview on the reason for termination**

Employees are entitled to an interview on their termination of employment and the reasons for termination. Requests for an interview must be submitted within 4 days from the date that the termination notification is received, and the interview must take place within 4 days from such request.

Employees may request, on the conclusion of such interview, or within 4 days, that the reasons for the termination be provided in writing. In the event that the employer acquiesces to such request, the request shall be fulfilled within 4 days thereafter.

If the employer does not accede to the request of the employee as regards written reasoning, the employee is entitled, within 4 days, to another meeting with the employer as regards the reason for the termination of employment in the presence of his trade union representative or other representative of his trade union if the employee so requests.

#### **12.2.3. Limitations to termination authorisations according to law**

On termination of employment, account must be taken of the provisions of law that limit employers' general rights to terminate employment. These include, among others, provisions relating to shop stewards and safety stewards, pregnant women and parents on parental leave, employees who have given notice of maternity/paternity and parental leave and employees with family responsibilities.

Moreover, the provisions of Article 4 of Act No. 80/1938 on Trade Unions and Labour Disputes, legislation on the equal status and equal rights of men and women, legislation on part-time workers, legislation on the legal status of workers on transfer of ownership of companies and consultation obligations in laws on collective redundancies must be upheld.

When an employee enjoys protection against termination according to law, the employer is under obligation to justify in writing the reasons for the termination of employment.

#### **12.2.4. Penalties**

Violations of the provisions of this section may be subject to compensation according to general rules of tort.

### **12.3. Collective redundancies**

The parties agree that it is desirable that notice of redundancy should be directed exclusively to employees who are to be made redundant and not at all the employees or groups of employees. Accordingly, the parties have entered into the following agreement:

#### **12.3.1. Scope**

This agreement applies solely to collective redundancies affecting permanent employees where the numbers of those to be given notice in a 30-day period are:

- at least 10 in companies with 16–100 employees
- at least 10% of the employees in companies with 100–300 employees
- at least 30 in companies with 300 employees or more

Where employment is terminated in accordance with employment contracts that are made for a specific term or to cover specific problems, this shall not constitute a collective redundancy. This agreement does not apply to the termination of employment of individual employees, to terminations carried out in order to make changes to terms of employment and where no redundancy is planned or to the termination of employment of ships' crews.



### **12.3.2. Consultation**

An employer intending to implement collective redundancies shall, before doing so, consult the shop stewards of the trade unions involved in order to seek ways of avoiding collective redundancies to the extent possible and to reduce their consequences. If there is no shop steward, then the employer shall consult with representatives of the employees. Shop stewards shall have the right to obtain information that is relevant concerning the proposed redundancies, particularly as regards the reason for the redundancies, the number of employees to be laid off and when the redundancies are to be implemented.

### **12.3.3. Implementation of collective redundancies**

If, in the opinion of the employer, collective redundancies are unavoidable even though the intention is to re-engage part of the employees without their stopping work completely, then the aim shall be that a decision on which of the employees are to be offered re-engagement should be made as soon as possible. Where no decision has been made on re-engagement and the employee is informed that he cannot be re-engaged, and this is done sufficiently early in the process so that at least 2/3 of the notice period applying to the employee in question remains, then the notice period shall be extended by one month in the case of a three-month notice period, by three weeks in the case of a two-month notice period and by two weeks in the case of a one-month notice period. This provision applies to employees who have acquired the right to a notice period of at least one month. Notwithstanding the provisions of this section, an announcement of re-engagement may, in the event of external circumstances that are beyond the employer's control, be made subject to the condition that the employer will be able to continue the activities for which the employee is engaged, without this resulting in an extension of the notice period.

## **13. SHOP STEWARDS**

### **13.1. Selecting shop stewards**

Workers may elect one shop steward at all workplaces where 5 to 50 people are employed; where more than 50 people are employed, they may elect two. Following the election, the union involved shall nominate the shop stewards. If it is not possible to hold an election, then the shop stewards shall be nominated by the relevant trade union. Shop stewards may not be elected or nominated for periods longer than two years at a time.

#### **Explanation**

*In this context, a workplace is any company in which a group of people work together. In companies with more than one operating unit, the shop steward shall be given the opportunity to undertake his shop steward duties in all operating units. Alternatively, a greater number of shop stewards may be elected to undertake such work.*

### **13.2. Time for work as shop stewards**

Shop stewards at workplaces shall, in consultation with their superiors, be permitted to spend time on work that may be entrusted to them by the employees at the workplace and/or by the relevant trade union in their capacity as shop stewards, without reduction of their wages.

### **13.3. Access to data**

In connection with disputes, shop stewards shall have the right to examine records and work schedules that have a bearing on the matter in dispute. Such information shall be treated as confidential.

### **13.4. Locker and telephone**

The shop steward in a workplace shall have access to a lockable storage space and a telephone, in consultation with his supervisor.

### **13.5. Meetings**

The shop steward in each enterprise shall be able to call a meeting with the employees twice a year, at the workplace and during working hours. These meetings shall begin one hour before the end of the daytime working period if this can be arranged. The meetings shall be called in consultation with the relevant trade union and the managers of the enterprise, with three days' notice, except where the matter to be discussed is extremely urgent and directly connected with a problem at the workplace. In such cases, one day's notice shall be sufficient. Employees' wages shall not be reduced in view of the first hour of the meeting.

### **13.6. Complaints**

Shop stewards shall present employees' complaints to their supervisors or other managers within the company before approaching other parties.

### **13.7. Courses for shop stewards**

Shop stewards in workplaces shall be given the opportunity to attend courses intended to increase their competence in their work. Each shop steward is entitled to attend one or more courses that are organised by the trade unions with the intention to make the shop stewards better equipped to handle their job, for a total of one week per year. Those who attend these courses shall retain their daytime working wages for up to one week each year. In enterprises with more than 15 employees, the shop stewards shall retain their daytime working wages for up to two weeks during the first year. This shall apply to one shop steward in each enterprise with 5–50 employees and to two shop stewards where there are more than 50 employees.

### **13.8. Right to attend meetings**

When collective wage agreements are being negotiated, members of VR and LÍV who have been elected to the negotiating committees shall be permitted to attend their meetings during working hours. The same shall apply to representatives to the annual meetings of ASÍ/LÍV and representatives on joint committees of ASÍ/LÍV and SA. Measures shall be taken to ensure that the absence of these employees from work will have the minimum disruptive effect on the operations of the companies in which they work, and each employee shall consult his supervisor concerning the absences with as much prior notice as possible. The general aim shall be that not more than 1–2 people from each company attend such meetings. Employers shall not be obliged to pay wages for the hours during which the employees are absent.

### **13.9. Further rights**

This agreement concerning shop stewards at workplaces shall not abridge the rights of those trade unions that have already, in their collective agreements, acquired further rights regarding shop stewards in workplaces.

## **14. ACCRUED RIGHTS**

### **14.1. Accrued rights**

Employees' accrued rights shall remain valid if they are re-engaged within one year. In the same way, accrued rights shall become valid again after one month's work if the employee is re-engaged after more than one year but within three years. An employee who has worked for one continuous year or more for the same employer shall enjoy his accrued rights again after three months' work if he is re-engaged after a break in employment lasting longer than three years but less than five years.

Employees who enjoy more advantageous terms than those laid down in this Agreement shall retain them in full while they continue to work at the same job.

### **14.2. Accrued rights due to work abroad**

Foreign employees in Iceland, as well as Icelanders who have worked abroad, transfer with them their accrued period of employment with respect to the rights in the collective agreements that relate to the employment period in the relevant field of work, provided the work abroad is considered comparable.

Employees must, when recruited, provide evidence for their period of employment with a certificate from their former employer or by equally verifiable means. If an employee is not able to submit a certificate that meets the requirements according to paragraphs 3 and 4, he may submit a new certificate within three months from the engagement. In that event, the accrued rights will become effective from the end of the current month. The employer shall confirm the reception of the certificate.

The certificate of the former employee shall i.a. indicate the following:

- Name and id number of the employee involved.
- The name and identity of the company issuing the confirmation, including the telephone number, e-mail address and the name of the party responsible for issuing the confirmation.
- A description of the work of the person involved.
- When the person involved began working for the company in question, when he quit working and whether there was any break, and if so, when the break occurred in the employment of the person involved.

The certificate shall be in English or translated into Icelandic by a certified translator.

## **15. DISPUTE RESOLUTION**

### **15.1. Conciliation committee**

Either party may refer disputes concerning wages and terms, and similar disputes on the interpretation of this Agreement that may arise during its period of validity, to a special conciliation committee consisting of two representatives from each party. The committee shall seek to resolve disputes between the parties.

## **16. EFFECTIVE TERM AND CONDITIONS FOR THIS AGREEMENT**

### **16.1. Effective term**

This Collective Wage Agreement will remain in effect to 30 November 2022, when it will expire without notice of termination.

### **16.2. Introduction and principal substance**

The Collective Wage Agreement pays particular attention to improved wage terms for low-income workers. Wage increases contained in the Agreement are all in the form of rate of pay increases to pay scales and fixed monthly wages for daytime work. This means a broad consensus in the labour market to the effect that wage earners with low incomes will see proportionately greater increases in their income than those who have higher wages.

One of the main goals of the Collective Wage Agreement is to promote interest rate decreases, which will be of particular beneficial use to households and the employment sector. In the opinion of the parties to the Agreement, the Agreement creates room for interest rate decreases, which increases the spending power of households and makes it easier for companies to meet the wage increases that the Collective Wage Agreement calls for. In addition, interest rate decreases promote decreases in rental prices.

One of the prerequisites for advantageous terms for wage earners and full employment is the competitive ability of the Icelandic economy. The goal of the parties is to safeguard the purchasing power of wages and to promote lasting lower inflation and interest rates.

The Agreement provides for the direct connection between the flexibility of the economic sector to embark on wage changes and wage increases. Provisions on wage premiums due to increased productivity ensures wage earners a share in the benefits when the GDP per person increases past a particular level.

The Agreement also ensures that wage earners who are paid according to negotiated pay scales will follow general wage developments in the event of significant wage drifts in the mainstream labour market.

The parties to the Agreement wish to secure a healthy labour market where violations against wage earners are not tolerated. Measures used will include enacting actions against serial incorporation and social underbidding, which will, at the same time, ensure the equal competitive position of companies.

### 16.3. Conditions for this Agreement

This Collective Wage Agreement is based, on the one hand, on a Collective Wage Agreement signed on 5 April 2019 and, on the other, on the Living Standards Agreement signed on the same date.

The object of this Collective Wage Agreement is to promote increased spending power and lower future interest rates. The Agreement is based on the prerequisite that the purchasing power of wages increases during the term of the Agreement in accordance with the aim of the Agreement to raise the lowest wages, that interest rates decrease and that the government fully delivers on the declaration it issued in connection with the negotiations. The parties agree that the Agreement creates conditions for a significant decrease in interest rates.

#### **The Agreement prerequisites are as follows:**

1. The purchasing power of wages is to increase during the effective term of the Agreement according to the wage index of Statistics Iceland (Hagstofa Islands).
2. Interest rates are to decrease significantly until the review of the Agreement in September 2020 and are to remain low during the effective term of the Agreement.
3. The government is to deliver on promises given according to the declaration of the government in "Government support of living standards agreements" and the "Government declaration on actions to reduce the weight of price indexation" issued in connection with this Collective Wage Agreement.

#### **Assessment of criteria**

The Wages and Premises Committee shall assess whether the following criteria has been met:

In September 2020, the Committee is to assess whether the criteria for purchasing power according to Item 1, interest rates according to Item 2 and whether the government decisions, legislative amendments and funding promised in the declarations of the Government according to Item 3 have been met. The committee is to announce before the end of September 2020 whether the above prerequisites have been met.

In September 2021, the Committee is to assess whether the criteria for purchasing power according to Item 1, interest rates according to Item 2 and whether the government decisions, legislative amendments and funding promised in the declarations of the Government according to Item 3 have been met. The committee is to announce before the end of September 2021 whether the above prerequisites have been met.

**Response to failure to fulfil conditions**

In the event that any of the above conditions have failed to be met, a joint meeting of the above negotiating committee is to be held with the executive board of SA to endeavour find means to ensure that the conditions of the Agreement are fulfilled and seek agreement on the manner in which to ensure that it maintains its validity.

In the event that no agreement is reached as regards responses to failure to meet criteria, that party wishing to invalidate the effectiveness of the agreement shall send notification of such intention as follows:

As regards the review in September 2020: before 16:00 on 30 September 2020, in which case the agreement shall be cancelled on 1 October 2020.

As regards the review in September 2021: before 16:00 on 30 September, in which case the agreement shall be cancelled on 1 October 2021.



# PROTOCOLS, DECLARATIONS, AGREEMENTS AND ATTACHMENTS

## **Protocol 2019 on vocational education in retail**

Professional retail training is a project that provides employees with the opportunity to undertake studies of up to 90 credits and have their education used to determine their wages. Skills assessment measured against labour market criteria will be used so that employees can use the aforementioned skills as credit to shorten their studies. The courses take place in the premises of the Commercial College of Iceland (Verzlunarskóli Íslands) and consist of distance learning, localised classwork and workplace training.

The programme provides 90 credits, 60 credits theoretical work-related courses and 30 credits in workplace training under the guidance of a workplace trainer. The studies are based on competency analyses for the position of Retail Representative, which has been placed in level 2 of the ISQF, and Middle Management in shops, which has been placed in level 3 of the ISQF. The employee's application for the studies is subject to the approval of the company, and the workplace training aspect of the programme takes place in co-operation with the company with the involvement of a workplace trainer. The studies are expected to begin in January 2020, and individuals will be invited to undergo a real competence assessment in October/November 2019. The parties to the agreement agree that the skills assessments of employee are to be used in the determination of wages. Either party to the agreement may request that the representatives of the agreement review the manner in which such assessment shall influence the determination of wages.

## **Protocol 2019 on a rental housing company**

The parties will jointly continue to develop ideas and arrangements for the funding of a rental housing company, with e.g. the involvement of pension funds within the negotiating sphere of the parties. The object of the company is the housing security of tenants, advantageous renting conditions and to create a good investment opportunity for pension funds.

## **Protocol 2019 on wage systems**

The parties to the agreement plan to implement a new payroll system as a part of the collective wage agreement. Its principal object is to ensure that wage determinations within companies are objective and flexible. The payroll system is to provide an optional arrangement for workplaces as a permitted deviation under Section 5 of the Collective Wage Agreement. The provisions of Section 5 apply in other respects as regards the adoption of new payroll systems in companies. The trade union involved, or trade unions if more than one union is party to the Agreement, shall establish whether the deviations that are agreed from regular terms, and the remuneration in return for them, are compatible, as a whole, with the provisions of law and collective agreements regarding minimum terms, cf. provisions thereto in Section 5.

## **1. Basis**

It is the shared understanding of the parties to the agreement that the efficient operation of companies is a prerequisite for good employment terms and reasonable working hours. Continuous improvements that promote increased productivity and efficiency ensure the operational and competitive capabilities of companies. One aspect of competitive ability relates to ensuring that wage determinations within companies involve measurable performance factors in payroll systems that are developed in co-operation with parties to collective agreements.

## **2. Aim**

The aim of new payroll systems is to classify jobs in an objective manner, increase the number of factors taken into account when determining wages and preparing clear criteria for the wage determination and wage development of individual employees. With a new payroll system, employees and employers are provided with a powerful tool that promotes increased education and career development, transparency and job satisfaction. At the same time, there are clearer career development incentives for employees.

The successful development and implementation of new payroll systems can promote increased vocational training and career development and transparency in wage structures. This entails clearly defining the manner in which assessments of jobs, roles, capabilities, responsibilities and performance create the basis for wage determination and increased benefits for employees and companies.

The Act on the Equal Position and Equal Rights of Women and Men No. 10/2008 requires companies with 25 employees or more to employ payroll systems and wage determinations based on objective and transparent criteria. According to the Act, companies are under obligation to adopt an equal pay standard during the period between 2019 and 2022. A new payroll system will facilitate such adoption. Smaller companies should preferably base their payroll systems on comparable criteria.

## **3. The project**

The project involves developing a simple and accessible payroll system that is based on few but clear factors and can be used by companies of all sizes and types. The payroll system must reflect the different needs of companies so as to ensure that it is possible to take the appropriate criteria into account. Thus, the payroll system does not involve a final definition of the criteria or significance of individual aspects, rather it is a framework that employees and managers can jointly develop and adapt to the needs of each workplace in accordance with the authorisations contained in the Collective Wage Agreement.

The new payroll system is intended to support and reflect other developments in the labour market and in connection with the educational system. This applies to e.g. skills assessments in conjunction with jobs and the adoption of equal pay certification. Account will be taken of the Icelandic Qualifications Framework in the further development of the system and in formulating definitions of criteria. The focal point is to create a basis for wage determination based on the

nature of the work and the skills of the employee irrespective of job titles, which will not be part of the system.

The system is based on five main aspects, with further criteria within each aspect. The aspects are both job-related and individual based. On the basis of the aspects and the criteria within them, a foundation is created for wage determination, the aspects and the criteria within each aspect. The categories and examples or possible levels within each category are:

#### Work-related aspects

- Role: Criteria in this aspect include the nature of the work and position in the workplace, floor management, training management and reception of new recruits.
- Responsibility: Responsibility for tasks, people, machines, equipment, etc.
- Independence: Requirement for work-related independence, which can relate to the position as a whole or as individual aspects thereof.

#### Individual-based aspects

- Experience and knowledge: Additional knowledge, experience and training useful for the position. General competencies, such as communication skills, initiative and flexibility.
- General competencies: Communication skills, initiative, flexibility, etc.

### **4. Implementation plan**

After the entry into effect of this Collective Wage Agreement, the joint work of all parties in the development of a new payroll system will begin. Plans shall be made to complete this work by the end of 2019. Parties to the Agreement shall appoint a working committee consisting of three representatives from the unions, i.e. one from each of the following: SGS, VR and industrial workers' unions and three representatives from SA Confederation of Icelandic Enterprise. The working committee is responsible for the execution of the project and its timely completion. This includes authorisation for the temporary recruitment of an expert.

The work involves arrangements relating to aspects and criteria that create a new payroll system, taking into account the underlying basis described earlier. This includes, i.a. more detailed descriptions of criteria and their direct connections to wage determinations.

Once the work on the development of a payroll system has been completed, the second phase will begin, i.e. the preparation of introductory material and presentations.

## **2016 protocol regarding the general wage increase on 1 January 2016**

The employer may deduct from the negotiated wage increase in 2016 any undeclared wage increase for employees that was implemented after the collective wage agreement of the relevant member union entered into effect in 2015 and before the signing of this agreement, provided that the employer provided the majority of employees with such a wage increase. However, no employee shall receive less than a 6.2% wage increase, a minimum of ISK 15,000 on top of monthly wages for daytime work, for the period 2 May to 31 December 2015.

## **Protocol 2015 on flexible retirement**

The following policy on flexible retirement is policy formulating for the coming agreement period. The parties agree on the importance of providing employees with the option of enjoying some flexibility when leaving work due to age. The needs and circumstances of people in the labour market vary, as with greater longevity and improved health, it is common for people to have the energy and the will to continue to work after having reached retirement age. Flexibility at retirement could involve reduced worktime ratio over the final years of the working life together with the option to continue to work past retirement age for those who are fully able and willing to continue to be active in the labour market. It is important to take the circumstances of each individual into account.

Flexible retirement has been under discussion in a committee which has the role of reviewing legislation on social security. Members of the employment sector also have representatives in the committee. The committee is in agreement that legislation should encourage increased individual-orientated flexibility and has proposed raising the retirement age to 70 years in stages and to allow the deferment of pension payments to the age of 80 instead of 72, as it is at present, in exchange for an increase in the amount of pension payments.

Over past decades, life expectancy has increased, and average life spans have increased throughout the world. Ever more people live longer and are healthier in old age. These developments require reassessments of retirement ages.

Most of our neighbouring countries have raised pension ages for these reasons.

The value of employment for the mental and physical wellbeing of people is unquestionable, and understanding of this fact is growing. The work contribution of older employees is important and is growing with the decrease in the natural increase of workers in the labour market due to changed age distributions.

## **Protocol 2015 on discussions about working hours arrangements**

The parties to this Agreement aim to change definitions of working hours and thereby approach the working-hour arrangements common in the Nordic countries. The principal aim of the changes is to promote a family-friendly labour market with shorter total working hours, which could also involve streamlining and the simplification of payroll systems throughout the labour market. Discussions on changes to the working time provisions of the collective wage agreements will

address the adoption of “active work hours” and a review of peak periods and supplementary payments for work outside daytime work periods.

Supplementary payments for work outside the defined daytime work period are higher here in Iceland than is generally the norm in the Nordic countries. This has the effect of making daytime wages a lower proportion of the total wages.

The main aim of the changes is to increase the proportion of daytime pay in the total wages and encourage discussion in workplaces as regards better organisation of working hours and increasing productivity. This will bring the Icelandic labour market closer to the arrangements common in the other Nordic countries. Better organisation can also promote shorter working hours and thereby support a more family-friendly labour market. Changes in this respect would improve Iceland's position internationally, as regards both the working hours and basic wages, and could therefore strengthen Iceland's position in the competition for staff.

In exchange for working-hour changes, the pay scales of the collective wage agreement would increase. In addition, the minimum wages of some professions could change if it proves necessary to respond to the effects of altered supplementary payments. The minimum income supplement, however, will not increase.

The parties to the agreement will appoint members to a working group before the end of June 2015 to work on preparations for changing the working-hours provisions of the collective agreement. A special schedule for negotiations is to be prepared for the arrangement of discussions, as provided for in Article 23 of the Act on Trade Unions and Labour Disputes. The aim is to reach an agreement by October 2016 which will then be put to a vote in November 2016. Concurrent working hours changes and wage changes would then enter into effect on 1 May 2017. The parties will, from the very beginning of the work, seek the assistance of the State Conciliation and Mediation Office for project management.

The voting process will be negotiated separately, although it is assumed that a simple majority will suffice for the agreement to enter into effect.

## **Protocol 2015 evaluating education for wage calculations**

The parties will aim at ensuring that education / real competence is assessed for wage calculations in two steps on the basis of job skills analysis. A schedule will be prepared on the analysis of jobs with the involvement of both parties in consultation with Fræðslumiðstöð atvinnulífsins (the Education and Training Service Centre) where the skills aspects of jobs are set up in curricula.

A committee from the parties, three members from ASÍ and three from SA, will begin work no later than autumn 2015. Work will progress on the basis of the proposals that the parties have formulated in the lead-up to the collective wage agreements. The aim is to ensure that courses and real competence assessments will be implemented on the basis of this work by autumn 2016.

Information on the manner in which payment is to be effected for assessed professional competence must be available by 1 October 2016.

### **Protocol 2015 on consecutive employment and accrued rights**

“Consecutive employment” in the context of collective wage agreements means that an employee has been in a continuous employment relationship irrespective of whether he has temporarily been off the payroll list. A payless period, however, is not considered a part of an engagement period in the accrual of rights, unless laws and collective wage agreements decide otherwise, as is the case for instance with statutory childbirth leave.

### **Protocol 2015 on tooth damages in occupational accidents**

The parties will jointly request insurance companies to change employee accident insurance terms to the effect that they will compensate for the necessary costs resulting from broken teeth caused by accident while working and which is in excess of payment participations according to the Act on Social Security. Reservations are in other respects to be in accordance with the Act on Social Security and the terms and conditions of the insurance companies.

### **Protocol 2015 on the examination of the implementation of employment terminations**

During the effective term of the agreement, the parties will reach an agreement on questions that are to be put before the members of the unions and SA member companies in surveys carried out by the parties, where an effort will be made to examine the general implementation and knowledge of the provisions of collective wage agreements on employment terminations (form, deadlines, interviews).

### **Protocol 2015 on the revision of the Holiday Allowance Act**

During the effective term of the agreement, the parties will request the authorities to revise the Holiday Allowance Act, with a view of providing clearer instruction on the rights and duties of the parties.

### **Protocol 2015 on the safety of shop assistants**

During the last agreement period, the parties have together worked on proposals whose aim is to increase the safety of shop assistants who work alone and at night.

A special checklist relating to employee safety in shops is to be issued in collaboration with the Administration of Occupational Safety and Health and attention drawn to the duty of companies to prepare a risk assessment. An examination will also be made of whether there is reason to utilise regulatory authorisations to better ensure safety and improve the working environment of shop assistants.

The parties call on shops to prepare written procedures for employees who work alone on the manner in which they are to take breaks and how they should respond if anything unexpected happens.

The parties will continue to work on the preparation of educational material on safety in shops and will prepare a conference on these matters in autumn 2015.

Reference is made to the report of committee of the parties from May 2015 as regards the proposals and further arrangements.

### **Protocol 2015 on a consultative committee**

The parties will establish a consultative committee, consisting of one representative from each party, to address any disputes that may arise during the effective term of the agreement and which relate to the interpretation of the collective wage agreement between the parties.

### **Protocol 2014 relating to holiday and December supplements that are paid out simultaneously with monthly wages**

As a result of the conciliatory proposal of the State Conciliation and Mediation Office, the holiday and December supplements will increase by ISK 30.000 in excess of the 2,8% increase assumed in the collective wage agreement from 21 December 2013. For shop assistants, the holiday supplement will increase by ISK 17.300 and the December supplement will increase by ISK 12.700. As an agreement has been reached that the holiday and December supplements are included in the monthly wages, the parties agree that a special increase in supplements is not automatically included in the monthly wage. The supplements may be paid separately in June and December according to the rules that the collective agreements contain or they may be paid as an ISK 2.500 total increase of the monthly wage.

### **Protocol 2013 on the shared wage policy of the parties**

The collective wage agreements signed today involve certain results as regards general wage increases, raised pay scales and other changes that together form the total cost with respect to the employment sector within the parties' negotiating sphere. The general wage increase is 2,8% during the effective term of the agreement, with, however, a minimum of ISK 8.000 per month for daytime work based on a full-time position. In addition, pay scales that are less than ISK 230.000 per month will be raised especially.

An ISK amount increase and the special increase of the lowest pay scales is a targeted low-wage action that increases payroll costs disproportionately across sectors.

The above results of the collective agreements mean that a shared and synchronised wage policy has been formulated with respect to the agreements that has yet to be reached in the sphere of influence of the parties. The parties undertake to implement the above wage policy in 2014.

This means that wage systems that consist of a base wage and extra payments and/or supplements (not, however, shift supplements), whether in the form of a percentage or a fixed amount within daytime work limits, must be adapted so that the amounts of extra payments and supplements is increased by 2,8%.

### **Protocol 2013 on vocational training**

The parties agree to embark on a joint review of the present arrangements of educational and vocational training issues with the goal of:

- a. Increasing the significance of education that is assessed toward credits or recognised competency on the labour market
- b. Encouraging increased collaboration between funds for the benefit of undertakings and individuals and to establish a shared web portal for them
- c. Embarking on efforts to advertise the funds and the benefits that can be sourced from them
- d. Discussing the manner in which a proportion of the increase agreed in this agreement can be disposed of toward achieving the goals stated in items b and c

The review is to be completed before 1 May 2014.

### **Protocol 2013 on written confirmation of engagement**

The parties agree that there has been some failure in the preparation of written contracts of employment or written confirmation of engagement in accordance with the provisions of collective wage agreements on contracts of employment and letters of engagement. The parties will, during the effective term of the agreement, spend some effort on presenting the duties of employers and the rights of wage earners according to these provisions. The parties will, before the end of 2015, perform an examination of the implementation of the provision and its function and then revise the provision in light of the results. The new provision on penalties is intended as a response to the criticisms of the EFTA Surveillance Authority (ESA). In the event that ESA is of the opinion that the provision is not satisfactory, the parties will immediately hold discussions to respond.

### **Protocol 2013 on the final provision**

The provisions of this agreement will be a part of the collective wage agreement signed on 21 December 2013 between SA and the unions for which the negotiating committee of member associations of ASÍ has power of attorney. In the event of any dispute between the parties as regards the text of individual provisions, the text of this document shall prevail.

All the provisions of this agreement have the validity of minimum collective wage terms according to the provisions of Article 1 of Act No. 55/1980.

### **Protocol 2011 on general wage increases**

The negotiated general wage increase in the collective wage terms of the member associations of ASÍ and SA refers to the minimum increase in the regular wages enjoyed by an employee on the date when the increase according to the collective wage agreement is to be implemented, irrespective of the wages of the employee in question at that time.



Overpayments may not be decreased or discontinued by failing to pay out general wage increases. Overpayments can only be reduced or discontinued by following the provisions of the employment contract. This provision, however, does not prevent companies from being able, by means of wage decisions, to accelerate increases through special decisions, in which case account can be taken of unrealised general increases in the next 12 months in a foreseeable and predetermined manner. The employee is verifiably pre-informed that the increase is an accelerated increase according to the collective wage agreement.

### **Protocol 2011 regarding the rights of employees who work alone in retail outlets**

The parties to the agreement agree that the rights that employees enjoy in law and in collective agreements will be respected. Employees in retail outlets who carry out a proportion of their work alone and without relief have limited opportunities to take uninterrupted refreshment breaks. These employees take refreshment breaks when their work allows them to. If it is foreseeable that there will be considerable disruption of refreshment breaks, then this matter shall be addressed in the employment contract agreed between the parties.

### **Protocol 2011 on work clothing**

Stores selling clothing that expect employees to wear clothing from the store while they are working must provide the clothing, which will be the property of the employer. Use of the clothing will be permitted at work only, and the employer may lay down a condition that the clothing is kept at the place of work.

### **Protocol 2011 on the definition of shifts**

The parties agree to map and plan to revise the working hours section of the collective wage agreements of the member associations of ASÍ and SA which relate to shifts, working outside the daytime work period and variable daytime work periods, with co-ordination and increased transparency as the guiding light.

### **Protocol 2011 on sickness and rehabilitation issues**

The parties resolve to review the structure of preventative health care and occupational safety and health.

The goal is to promote foreseeable responses to illnesses and ensure that the employees who fall ill are offered the appropriate remedies as soon as possible. This includes increased flexibility in the labour market to ensure that individuals who fall ill or who have been injured and are undergoing active vocational rehabilitation have the opportunity to come back in accordance with their ability to work as current.

It is clear that this goal can only be achieved if there is mutual trust between the employer and the employee as to the arrangement of sickness reporting, employee return from illness, preventative healthcare services in companies, etc.

The parties are involved in a steering group managed by VIRK which is working toward the goals mentioned above.

A development project on preventative measures and vocational rehabilitation under the auspices of VIRK will soon be underway and will be monitored closely. The parties will take advantage of the experience and knowledge created there in their work.

The parties will provide support to the employees of this development project and advise them about any matters of uncertainty that may arise in the project as regards the rights and duties that are bound by statute and collective wage agreements in the labour market.

### **Protocol 2011 on closings due to force majeure circumstances**

During the first year from the entry into effect of the principal collective wage agreement between the member associations of ASÍ and SA, a special working group, consisting of representatives from ASÍ and SA, is to collect information and data from the Nordic countries on the arrangement of wage payments and/or compensation to employees in the wake of force majeure events.

### **Protocol 2011 on equality issues**

The equal opportunities of men and women to work, career development and wages are a matter of great interest to wage earners and undertakings. The parties, therefore, will work together on the following issues during the term of the agreement.

- Complete the preparation of a standard on the implementation of the equal opportunities of the genders to work and professional development. The work on the standards is carried out in co-operation with Standards Iceland (Staðlaráð Íslands) and the Ministry of Welfare. The aim is to publish the standard before the expiry of the agreement.
- Continue the collaboration with Statistics Iceland in the study of the wage formations of men and women based on the organisation's database, with the view of carrying out one study during the term of the agreement.
- Jointly prepare promotional and educational material for wage earners and undertakings on equal rights in the labour market during the term of the agreement.
- Encourage company managers to attend to formulating family policies within companies with the aim of increasing flexibility in the organisation of work and working hours so that account is taken of both the family circumstances of employees and the needs of the economy.

### **Protocol 2011 on the recording and treatment of personal information**

The treatment and processing of personal information is governed by the Act on the Protection of Privacy as Regards the Processing of Personal Data as in effect, currently Act No. 77/2000, and rules established under the Act such as on electronic surveillance. The parties agree to work together on the preparation of promotional and educational material about employee personal data protection during the term of the agreement.

## **Protocol 2011 on information and consultation**

The parties agree to embark on a joint campaign to present and implement the Act on Information and Consultation in Undertakings No. 151/2006 and to prepare educational and promotional material on the rights and obligations of undertakings and employees according to the Act. The parties agree to call on employers to meet with shop stewards at least twice a year to discuss the position and employment issues of the undertaking.

## **Protocol 2011 on temporary work agencies**

The parties agree that on the adoption of the temporary work agencies directive, note should be made of the fact that in the Icelandic labour market, the principal rule is that employees are engaged without time limits directly to the employer given that there is generally quite a bit of flexibility in recruitment that is intended to make it easier for companies to respond to fluctuations in their operation.

In addition, that according to legislation on the employment terms of wage earners and Act No. 55/1980 on the Mandatory Insurance of Pension Rights, collective wage agreements determine minimum terms. Furthermore, the directive's principle rule on equal treatment is to be adopted, and the recruitment terms of employees of temporary work agencies at that time are to be at least the same as those that would have applied if the employee in question had been directly engaged by the undertaking in question to carry out the same work. Reference must be made to the actual wage terms at the service user company irrespective of how they are determined and how they are paid.

## **Protocol 2008 on workplace ID cards**

The Icelandic Confederation of Labour (ASÍ) and SA Confederation of Icelandic Enterprise have decided to continue to work on the adoption and use of workplace ID cards where appropriate. To this end, ASÍ and SA intend to begin by focusing on the construction sector.

Companies may adopt workplace ID cards on their own terms, where their name and logo are displayed. Workplace ID cards must fulfil the following requirements: they must contain the name, image and ID No. of the employee in question or an automatic option of linking an employee number to the appropriate ID No. if this is not registered on the ID.

Accredited entities entering workplaces for monitoring purposes must have open and automatic access to official databases. The most important databases are at Statistics Iceland to verify ID Nos.; at the Ministry of Education, Science and Culture and County Magistrates to verify approved professional qualifications or if an application for such approval has been submitted; at the Directorate of Internal Revenue to verify the issue of a tax card and to verify if any tax payments have been made (not amounts); at the Directorate of Labour to verify the submission of notifications; and at pension funds to verify the payment of premiums (not amounts).

ASÍ and SA agree to request that Iceland Standards and/or Icepro prepare a general standard on workplace ID cards containing information such as the job title of the employee in question. ASÍ and SA will actively participate in the preparation of the standard. ASÍ and SA agree that workplace ID cards are to be fully adopted in workplaces in the construction industry by 1 July 2009. Moreover, a system is to be developed to enable accredited monitoring bodies to access the necessary data-banks. The assistance of relevant public bodies will be sought to realise this plan.

### **Protocol 2008 on the arrangement of employment terminations on the labour market**

With the agreement between ASÍ and SA dated 17 February 2008, the parties have reached a consensus on the arrangements of terminations of employment on the labour market. According to the agreement, employees are entitled to an interview with their employer about the reason for their termination of employment if employees so request. It is reiterated that the employers' freedom to terminate employment is subject to certain restrictions according to law. The parties, furthermore, agree to encourage the best implementation of terminations of employment on the labour market and will, to this end, work together to prepare informative material that shall be ready by year-end 2008.

Protocol 2008 on the review of the collective wage agreement's section on shop stewards The parties to the agreement agree to review the provisions on shop steward training in the collective wage agreement during the effective term of the agreement in light of increased and altered tasks allotted to shop stewards.

### **Protocol 2008 on occupational diseases**

The parties will jointly endeavour to ensure the establishment of a regulation on the registration of occupational diseases that give rise to benefits in accordance with Article 27 of Act No. 100/2007 on Social Security. The parties believe that it is important to step up research and preventive measures in the field of occupational diseases under the auspices of the Administration of Occupational Safety and Health in Iceland.

### **Protocol 2008 on medical certificates**

The parties will submit a request to the Minister of Health that he take steps to change rules on medical certificates. A special medical certificate should be required in the event of long-term absences. If an employee becomes unable to work due to disease or accident for four consecutive weeks, the medical certificate shall state whether vocational rehabilitation is necessary to achieve or speed up recovery.

### **Protocol 2008 on notifications to the company physician / service company in the field of occupational health and safety**

The parties are of the opinion that the development of preventive healthcare services and worker safety measures are of the greatest importance for the labour market. The positive development of services in this field is important so as to benefit employees and companies. The parties will appoint a discussion committee which is to reach an agreement on more detailed arrangements

relating to the notification of illness to company physicians / service company in the sphere of health and safety at work. The discussion committee shall at least discuss the following issues:

- The conditions to be met by company physicians / service companies.
- The procedure regarding employee notifications to service companies in the sphere of health and safety at work as regards absences due to illness and accidents in the event the employer wishes to adopt such arrangement, provided that such notification generally replaces the submission of medical certificates.
- Non-disclosure obligations and procedures in the handling of personally identifiable information that the company physician / service company obtains by means of their activities. This applies to the collection, treatment, storage and deletion of such information.
- The manner in which the activities of company physicians / service companies may be of benefit to work in the interests of occupational safety and health in companies. In its work, the discussion committee will collaborate with the Data Protection Authority (Persónuvernd), the Medical Director of Health, the Administration of Occupational Safety and Health in Iceland and other interested parties.

The discussion committee shall complete its work no later than 30 November 2008.

The ASÍ and SA negotiation committees shall adopt a position on the proposals of the discussion committee no later than December 2008.

In the event that the parties reach a common conclusion, their agreement shall be considered a part of the collective agreement for their member associations and shall enter into effect on 1 January 2009. During the course of the above work, the parties make no observations on the activities of the service companies in the sphere of occupational safety and health that have received certification from the Administration of Occupational Safety and Health in Iceland as service providers or of the obligation of employees to send notification to such service companies.

### **Protocol 2008 on European works councils**

The parties agree to work together to support undertakings and employees in the establishment and operation of European works councils, cf. Act No. 61/1999 on European Works Councils in Undertakings. To this end, the parties will complete the preparation of the action plan in May 2008. Moreover, the parties plan to collaborate on the provision of information and educational material on the rights and obligations of undertakings and employees in European works councils.

### **Protocol 2004 on time off at weekends**

The parties will call on their constituent members to structure the working time of shop assistants who work every weekday so that they will have time off on at least 6 weekends of every 18 from Friday evening until Monday morning.

### **Protocol 2004 on two days off in connection with work in December**

In the collective agreement of 2004, the 2 days off that were granted in connection with longer working hours in December were abolished. Compensating for this, permanent employees who were in at least 50% positions at the time of signing of the agreement and drew wages over and above the contractual rates (see Article 1.1.) received a 0.5% increase in their basic wages. However, these employees have the right to take two days' leave without pay in connection with longer working hours in December.

Notwithstanding the above, employers and employees are permitted to agree that the employee retains the right to two days' leave in connection with longer working hours in December, without the wage increase as described above.

### **Protocol 2000 on inability to work due to illness**

The parties agree that, in addition to cases of illness and accidents, the sickness rights under this agreement are to be active if the employee needs to undergo urgent and necessary medical treatment in order to reduce or eradicate consequences of illness that would foreseeably result in the employee being unable to work.

The above definition does not imply a change in the concept of illness in labour law as it has been interpreted by the courts. The parties agree, however, that any treatment that the employee needs to undergo in order to alleviate the consequences of accidents at work should also result in the activation of sickness rights under this agreement.

### **Protocol 1997 on wage systems and performance**

The parties agree that it is desirable that transparent wage systems be developed in companies reflecting in a normal way an assessment of employees' performance, education, suitability for work and other factors that determine their contribution to the company's wealth creation.

### **Protocol 1997 on the interpretation of Section 2.4.4. on the weekly day off**

It is the joint understanding of the parties that if there is no agreement between employees and managers to postpone the weekly day off work, the employee shall be entitled to leave on a working day in the following week without reduction of pay.

The same understanding shall apply regarding working trips overseas.

### **Protocol 1995 on illicit work**

The parties agree to seek means to prevent illicit work, including that by teenagers in kiosks (corner shops). Teenagers who work in this way forego various rights, such as the right to sickness pay and pension rights. It is intolerable that teenagers' first experience of the employment market should be that collective wage agreements and the rules applying to labour relations are not respected.

### **Protocol 1989 on the proportion of women in managerial positions**

The parties agree to aim at increasing the proportion of women in managerial positions in companies. At the same time, the aim is that women should undertake more responsible and better-paid jobs. The parties agree to appoint a discussion group to examine the pattern in the wage differential between men and women, the reason for the wage difference and methods of reducing it.

### **Declaration 2015 on pension issues**

SA and ASÍ agree to continue to work on pension rights equality on the entire labour market, on the basis of the work that has been carried out in joint committee. This work has been delayed due to, among other things, the failure to reach an agreement between the state and public servants as regards the prior problems of the public pension plan system, and therefore, there are no grounds for completing discussions between parties on the basis of their declaration from 5 May 2011. The parties agree that the substance of the declaration is to maintain its effectiveness and that work will continue on its advancement during the term of the agreement.

## **Statement from ASÍ and SA 2011 on the implementation of tendering issues**

It is vitally important for the Icelandic economy that the business sector and the labour market operate in accordance with clear and transparent laws and regulations and ensure normal and healthy competition in the market. The tendering of works projects is an important aspect of commercial operations. As a result, it is extremely important that tender specifications for works projects, assessments of tenderer competence, choice of tenders and provisions on the settlement of payments to all those involved in tendered projects are better prepared and set forth in a clearer manner than has hitherto been the case.

In its statement in connection with the negotiations of the parties in the labour market, as regards the implementation of tendering issues, the government states:

"An examination will be made of what changes need to be made to legislation pertaining to public procurement and, as appropriate, other legislation, in order to strengthen the position and rights of wage earners working for companies in the contracting market and to ensure at the same time the equal competitive position of companies. The aim is that a working group on behalf of the authorities, with the membership of municipal representatives, ASÍ and SA, submit proposals on the above issues no later than in June 2011 and that it will be possible to submit to the Alþingi proposals for preferred legislative amendments at the beginning of the autumn session. The authorities will at the same time, where appropriate, adopt the conclusions of the working group into the state's owners' policy."

SA and ASÍ agree that the further defined tasks of the working group include:

1. Taking a position on and submitting proposals for legislation on the joint and several liability of contractors/buyers for the wages of employees and the public levies imposed on contractors and sub-contractors. Particular note should be taken of the legislation pertaining to the matter in neighbouring countries.
2. Taking a stance on the manner in which it would be possible to further secure the rights of wage earners through amendments to the laws that apply to public procurement and tenderer competence.
3. Taking a position on the manner in which it would be possible to adopt into the tender invitation terms the requirements that the buyer makes to the bidder as regards working arrangements that are based on conditions bound by the collective wage agreement (such as methods-time measurements, piecework), to ensure equality among tenderers and to show the scope and nature of the project.
4. Taking a position on the manner in which it would be possible to adopt Article 15.1 in ÍST 30 into the general legislation on the implementation of invitations to tender.

In addition, SA and ASÍ have agreed on a co-ordinated buyer assessment process as regards tenderer competency in invitations to tender (Attachment 1). Importance is placed on ensuring that the assessment applies to both the public and the general market and applies equally to



principal contractors and sub-contractors. In addition, the focus is on ensuring that the assessment receives a recognised standing in laws or regulations. When assessing tenderers, the main rule is that the employees should be in a fixed employment relationship.

SA and ASÍ, moreover, have agreed on further defined rules on the manner in which tender documents are to be prepared on the basis of Articles 42–45 of Act No. 84/2007 on Public Procurement, the choice of tender on the basis of Articles 73 and 77 of Act No. 84/2007 and settlement of payments on the basis of the standard ÍST 30:2003, item 31.5 (Attachment 2).

# **2008 Agreement between SA and ASÍ regarding information and consultation in undertakings**

## **1. Introduction**

With reference to the Act on Information and Consultation in Undertakings, No. 151/2006, SA Confederation of Icelandic Enterprise and the Icelandic Confederation of Labour (ASÍ) have agreed on the following rules on information and consultation within undertakings as regards representation and the calculation of employee numbers.

## **2. Calculation of the number of employees**

The Act on Information and Consultation applies to undertakings in which an average of at least 50 persons are employed in the domestic labour market. When calculating the number of employees, the average number for the previous calendar year shall be taken. If the average number of employees was less than 50 during the previous calendar year, the obligation regarding information and consultation shall nevertheless apply under this Agreement if the number of employees, based on the average over the past four months, exceeds 70. If the average number of employees was 50 or greater during the previous calendar year, the obligation regarding information and consultation shall not apply under this Agreement if the number of employees, based on the average over the past four months, is less than 40. Substitute workers in connection with summer holidays, illnesses or absence for other reasons shall not influence the calculation of employee numbers.

## **3. Collaboration committee**

- 3.1.** Enterprises covered by this Agreement shall have an active collaboration committee of the enterprise and the employees. This committee shall consist of two representatives from the employer and two employee representatives.
- 3.2.** Shop stewards from the undertakings select the representatives from among their ranks. Employees, however, may request that the employees' representative be elected from among the employees, providing that at least one-fifth of the employees submit a request to this effect. If there is no shop steward in the company, the employees shall elect their representatives on the collaboration committee from among their number. If there is one shop steward in the company, the employees shall elect the other member of the collaboration committee from among their number. Those who are not represented by a shop steward shall have the right to vote. The electoral term shall be two years from the date when election results are announced, unless otherwise decided. When electing shop stewards to the collaboration committee, each shop steward shall have one vote. If an election is held among the employees, the employer shall provide a list of the employees and assist with the preparation of the election materials and the election if necessary. "Shop stewards" here refers to shop stewards who work on the basis of the Act No. 80/1938 and the provisions of collective agreements applying to shop stewards. Other representatives of the employees on the collaboration committee shall enjoy the same protection as shop stewards as regards their work on the collaboration committee.

- 3.3.** The provision of information under the Act on Information and Consultation in Undertakings shall proceed within the forum of the collaboration committee unless another method of implementation is agreed within the collaboration committee.
- 3.4.** Consultation with the employees under the Act on Information and Consultation in Undertakings shall proceed within the forum of the collaboration committee unless another method of implementation is agreed within the collaboration committee.
- 3.5.** The collaboration committee shall set itself rules governing its work.
- 3.6.** The representatives of the employers shall be responsible for calling meetings of the collaboration committee, with the aim that it meet not less frequently than twice a year unless the committee itself agrees otherwise.
- 3.7.** The undertaking's obligations regarding information and consultation shall take effect when the shop stewards or, as appropriate, the employees, have elected their representatives on the collaboration committee in accordance with the rules set forth above and have notified the undertaking of the results of the election.

#### **4. Groups of undertakings**

Groups of undertakings with independent subsidiaries may, subject to the agreement of the collaboration committees of the subsidiaries involved, establish joint collaboration committees under the auspices of the parent company, containing representatives from the collaboration committees of the subsidiaries. Matters of common interest to the subsidiaries may be discussed in this committee. Similarly, under special circumstances, the collaboration committee of the parent company may take over the role of the collaboration committees of individual subsidiaries. A joint collaboration committee under the auspices of the parent company shall be abolished if either party, i.e. the representatives of the employees on the committee or the representatives of the undertaking on the committee, so demand with at least one month's notice.

#### **5. Consultative committee of SA and ASÍ**

A consultative committee, composed of two representatives from each of the parties to this Agreement, shall examine the execution of the Agreement and the application and interpretation of individual provisions thereof as is considered necessary.

In the event of any dispute as to the interpretation of the Agreement, the parties concerned may refer them to the committee, which shall attempt to reach a settlement.

#### **2000 Agreement regarding vocational training**

The parties agree on the importance of vocational training for the Icelandic economy. Enhanced skills and vocational training of workers are necessary elements in achieving greater productivity and improving the competitive position of Icelandic companies. The business sector needs well-educated workers who are able to rise to new challenges and changing demands in the labour

market. It is important that available training and educational material reflect the needs of the business sector at any given time. During the effective term of this Agreement, the parties will mount a joint vocational training project.

The project will be directed by a committee. Its principal elements will be as follows:

1. Grants to union members
2. Sponsorship of courses
3. Sponsorship for the preparation of educational material
4. Grants to companies to cover vocational training and the retraining of their employees

The committee in charge of the project shall consist of three representatives of the trade unions and three from the Confederation of Icelandic Employers, with two alternates from each side. The project committee shall set itself rules of procedure, which shall be approved by the parties, and define further goals for the project.

The trade unions and the Confederation of Icelandic Employers shall each attend to the reception and processing of applications from their respective members in connection with the project. It is not envisaged that the project committee's work will result in significant expense.

As a rule, employers shall pay the equivalent of 0.15% of the wages of union members to this project. If, on the other hand, the company formally attends to vocational training issues and spends on them an amount comparable to or greater than the proportion stated above, then it shall pay the equivalent of 0.05% of the wages of union members working for the company. The project committee shall confirm that these conditions are met on the basis of information provided by the company. The project committee shall set further details on the implementation of this provision.

The trade unions shall pay a matching contribution equivalent to one-third of the contribution paid by the employers to the project. In addition, individual projects may be financed by grants from the vocational training funds and by direct earnings generated by holding courses.

In general, it shall be a precondition for the provision of support grants for the operations that a specific proportion of the operating cost is carried by the participation fees according to further decision by the project management.

In spring 2003, the parties to this agreement shall assess the success of the project and the results it has produced. In the light of its conclusion, a decision shall then be taken on a possible continuation next time a collective wage agreement is negotiated.

This Agreement is effective as of 1 June 2000.

## **ATTACHMENT 2011 RELATING TO EMPLOYEE INTERVIEWS**

Paragraph 2 of Section 1.2.2. of the collective wage agreement between LÍV/VR and SA provides that an employee has the right to an annual interview with a manager regarding his or her job and any possible change to working conditions. The parties to the agreement emphasise that this right should be respected. An increasing number of employers offer their employees interviews about their jobs.

The objective of the employee interviews is that both the employer and the employee can express their opinions about the job and related matters. In order that the employee interview be as transparent as possible, it is preferable that the parties discuss matters relating to the employee's job. The parties have drafted instructions about, for instance, what matters should normally be discussed in such interviews.

- The main tasks in the work.
- The job itself and the workload. The employee's knowledge, number of tasks, job management and satisfaction at work.
- Working environment. Working conditions and work facilities.
- Communications With colleagues, clients and managers. Flow of information. The atmosphere in the workplace and feedback to the employee from his or her immediate supervisor.
- Career development and objectives. Current field of work, training courses and targets for the next 12 months. If no decision has been made to discuss pay separately, then such issue must be discussed within the year.
- Other terms.

## ATTACHMENT 2008 REGARDING WAGES IN FOREIGN CURRENCIES – AGREEMENT FORM

The company ehf., ID No. \_\_\_\_\_ on the one hand and \_\_\_\_\_ ID No. \_\_\_\_\_ on the other, enter into the following agreement to link a proportion of the wages with a foreign currency or to pay a proportion of the wages in a foreign currency on the basis of the provisions of the collective wage agreement \_\_\_\_\_ thereto.

Linking with a foreign currency or payment in a foreign currency:

Linking a part of wages to a foreign currency

Payment of part of wages in a foreign currency

Currency:

☐ EUR

☐ USD

☐ GBP

Other currency, specify \_\_\_\_\_

Part of regular fixed wages or gross wages paid in / linked to the foreign currency:

☐ Part of regular fixed wages to be paid in / linked to a foreign currency

☐ Part of gross wages to be paid in / linked to a foreign currency

Proportion of wages to be paid in / linked to a foreign currency:

☐ 10%

☐ 20%

☐ 30%

☐ 40%

Other percentage, specify \_\_\_\_\_

This agreement is made in duplicate, each party to retain a copy.

Date: \_\_\_\_\_

On behalf of the company

Employee

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT – WORKDAYS 2019

	24 days holiday	25 days holiday	27 days holiday	30 days holiday
Weekends	104	104	104	104
Days off	13	13	13	13
Vacation days	24	25	27	30
Working days	224	223	221	218
Total	365	365	365	365

## ATTACHMENT – WORKDAYS 2020

	24 days holiday	25 days holiday	27 days holiday	30 days holiday
Weekends	104	104	104	104
Days off	12	12	12	12
Vacation days	24	25	27	30
Working days	226	225	223	220
Total	366	366	366	366

## ATTACHMENT – WORKDAYS 2021

	24 days holiday	25 days holiday	27 days holiday	30 days holiday
Weekends	104	104	104	104
Days off	10	10	10	10
Vacation days	24	25	27	30
Working days	227	226	224	221
Total	365	365	365	365

## ATTACHMENT – WORKDAYS 2022

	24 days holiday	25 days holiday	27 days holiday	30 days holiday
Weekends	105	105	105	105
Days off	9	9	9	9
Vacation days	24	25	27	30
Working days	227	226	224	221
Total	365	365	365	365

# **SPECIAL COLLECTIVE WAGE AGREEMENT BETWEEN VR/LÍV AND SA COVERING PHARMACY WORKERS**

## **Article 1. Scope**

This special agreement covers workers in pharmacies. The agreement forms part of the general collective agreement between the parties and is valid for the same period.

## **Article 2. Wages**

Shop assistants' wages shall be subject to the general collective agreement.

Pharmacist technicians

	<b>1.4.2019</b>	<b>1.4.2020</b>	<b>1.1.2021</b>	<b>1.1.2022</b>
Starting wages	310,662	334,662	358,662	383,662
After 6 months' exp.	312,444	336,444	360,444	385,444
After 3 years' exp.	318,232	342,232	366,232	391,232
After 5 yrs. at comp.	326,409	350,409	374,409	399,409

## **Article 3. Footwear**

In pharmacies where the use of special footwear at work is a requirement, the employer shall provide permanently employed workers with one pair of shoes each year.

Alternatively, a payment of ISK 4,300 per year may be made to the employee each year to cover costs incurred in connection with shoe purchases. This sum may be transferred between years, with double the sum being paid every second year.

### **Protocol 2000 on publicity or promotional meetings that workers are obliged to attend**

If workers are obliged to attend publicity or promotional meetings outside regular working hours, this shall be taken into account when their wages and terms are determined.

### **Protocol 1995 on student pharmacist technicians**

The parties agree that student pharmacist technicians shall draw wages in accordance with the wage agreements of ordinary shop assistants.



# SPECIAL COLLECTIVE WAGE AGREEMENT BETWEEN VR/LÍV AND SA COVERING GUEST RECEPTION WORKERS

## Article 1. Scope

This special agreement covers workers in guest reception facilities. The agreement forms part of the general collective agreement between the parties and is valid for the same period.

## Article 2. Wages

Wages of workers in guest reception facilities

	1.4.2019	1.4.2020	1.1.2021	1.1.2022
Starting wages	303,459	327,459	351,459	376,459
After 6 months' exp.	307,907	331,907	355,907	380,907
After 1 year's exp.	313,149	337,149	361,149	386,149
After 3 years' exp.	317,530	341,530	365,530	390,530
After 5 yrs. at comp.	322,189	346,189	370,189	395,189

The above rates include payments covering the necessary communications connected with changes of shift, preparations and tidying up. Allowance is made for the time required for this being up to 15 minutes for each shift; payment for this is included in the rates and forms part of the basis for overtime rates. Thus, special payments for shift changes have been abolished.

Trainees doing their practical training as receptionists are entitled to wages equivalent to 60% of the starting wage.

## Article 3. Working hours

### 3.1. Daytime work

In return for fixed monthly wages, employees shall work 39.5 hours (36 hours and 35 minutes of active working time) per week, or proportionally shorter if any of the holidays listed in Sections 2.3.1. and 2.3.2. in the general collective agreement fall during the week.

The daytime working period is 8:00–17:00, Mondays to Fridays; daytime work may be begun earlier if the employer and employees agree on this. Nevertheless, each employee's daytime work shall always be carried out in a continuous working period each day and shall never begin before 07:00.

### Regular part-time work

An employee who is engaged in a part-time position shall receive hourly rates of pay for work done over and above his job proportion at daytime rates for work in the daytime working period, at overtime rates outside the daytime working period and on contractually-defined holidays and at the rates for major public holidays for work done on major public holidays.

### **Occasional work**

Workers who are called out for occasional work (when they are not under an obligation to work) shall receive hourly rates of pay at daytime rates for work in the daytime working period, at overtime rates outside the daytime working period and on contractually-defined holidays and at the rates for major public holidays for work done on major public holidays.

### **3.2. Overtime work**

Overtime work begins after the end of the daytime working period, i.e. after 7 hours and 54 minutes (7 hours and 19 minutes of active working time) during the period 7:00–17:00, Monday–Friday.

From 1 January 2020, overtime begins after 7 hours and 45 minutes (7 hours and 10 minutes active of working hours).

Where work is done during refreshment and meal breaks during daytime working hours, it shall be paid for at overtime rates.

## **Article 4. Shift work**

### **4.1. Shifts**

Work may be structured in shifts every day of the week. If shift work is done on only five days of the week during the period 17:00–8:00, then the working week shall be only 38 hours.

As of 1 January 2020, the reference period shall be 37 hours and 15 minutes.

Each shift shall not be longer than 12 hours and not shorter than four hours. Each shift shall run as a continuous period.

For the purpose of this agreement, “shift” refers to a pre-determined working arrangement. Work done by part-time workers over and above their FT/PT ratio shall be paid for at hourly rates, at daytime rates for work in the daytime working period, at overtime rates outside the daytime working period and on contractually-defined holidays and at the rates for major public holidays for work done on major public holidays.

### **Shift schedule**

Shifts shall normally be planned out for four weeks at a time. The shift scheme shall be posted where workers have easy access to it one week before work according to the scheme is due to begin. When the scheme is drawn up, effort shall be made, as far as possible, to ensure that work during peak periods is divided evenly between the workers. Each worker's working scheme shall be determined in his employment contract and may not be changed without prior termination of the contract or by agreement.

#### **4.2. Supplement on daytime working rates**

Supplements shall be paid as follows on daytime wages for that part of the 39.5 hours (on average) of work per week falling outside the period 8:00–17:00, Monday–Friday:

33% for the period 17:00–24:00, Monday–Friday.

45% for the period 00:00–8:00 every day and also at weekends.

As of 1 January 2020, supplements shall be paid on the time in excess of 38 hours and 45 minutes on average per week that falls outside the period between 08:00 and 17:00, Monday–Friday.

#### **Supplements on public holidays**

Payment for work done on Maundy Thursday, Easter Monday, the First Day of Summer, 1 May, Ascension Day, Whit Monday and Boxing Day shall carry a 45% supplement.

#### **Supplements on major public holidays**

Payment for work done on New Year's Day, Good Friday, Easter Day, Whit Sunday, 17 June, the August Bank Holiday, Christmas Eve after 12:00, Christmas Day and New Year's Eve after 12:00 shall carry a 90% supplement.

#### **Overtime rates**

Work over and above 39.5 hours (38 hours in the case of work done in the period 17:00–8:00) on average, in shift work each week, shall be paid for at overtime rates.

As of 1 January 2020, 38 hours and 45 minutes (37 hours and 15 minutes hours for work during the period between 17:00 and 08:00).

#### **Refreshment breaks**

Refreshment breaks shall be equivalent to 5 minutes for each hour worked and shall be divided as agreed by the employer and employee. Refreshment breaks shall normally consist of 15 continuous minutes. Work done during refreshment breaks shall be paid for at overtime rates or shall result in a corresponding shortening of working hours.

#### **4.3. Winter leave due to work on public holidays and major public holidays**

Workers who do shift work shall earn 12 days of winter leave, based on a full year's work (96 hours of obligatory working hours, based on full-time employment), with respect to public holidays and major public holidays (cf. Sections 2.3.1. and 2.3.2. of the general collective agreement) which fall on days from Monday to Friday.

As of 1 January 2020, earned winter days off will be 94.2 working hours based on a full-time position due to the shortening of working hours.

If the workplace is closed on the days referred to above, or if days off are granted, then the corresponding number of days shall be deducted from the additional leave days, except in the case of employees who are owed accumulated leave related to shift work. Such changes to the shift schedule shall be announced with one month's notice.

Winter holidays are to be granted during the period from 1 October to 1 May. The recording period for winter leave days shall be based on the period October–October.

Subject to agreement between employer and employee, it shall be permitted to have payment replace the leave days referred to, with 8 hours at daytime work rates being paid for each leave day, based on full-time employment.

Winter leave days that have accrued during the working period of temporary replacement staff shall be included in their settlement when they retire.

#### **4.4. Night shifts**

Deviations may be made from Section 2.4. of the general collective agreement, with night shifts for 7 days running being separated by 7 days' shift leave by agreement between employer and employee.

### **Article 5. Trips to and from the workplace**

The cost of travelling to and from the workplace in the Greater Reykjavík Area (Reykjavík, Kópavogur, Garðabær, Hafnarfjörður, Seltjarnarnes and Mosfellsbær) at times when buses do not run shall be paid by the employer. The same shall apply to other built-up areas where buses run from morning to evening every day of the week. Each payment shall be equivalent to 2.5 times the starting fee charged by taxis. The employer may, however, transport the workers at his own expense if he so wishes.

### **Article 6. Working clothes (uniforms)**

Uniforms shall be regarded as consisting of trousers or a skirt, a jacket or waistcoat, two blouses, shirts and shoes. These shall be dispensed once a year, for the first time after not more than four months' service. Uniforms are the property of the employer.

### **Article 7. Meals**

If workers buy meals, partly or entirely, at the workplace, they shall pay for them from their wages each month. Meal breaks occurring during working hours shall be regarded as half meals. This represented ISK 8,306 as of 1 August 2019, based on a consumer price index of 462.9.

# SPECIAL COLLECTIVE AGREEMENT BETWEEN VR/LÍV AND SA COVERING WORKERS IN LEISURE AND TOURIST SERVICES COMPANIES

## Article 1. Scope

This special collective agreement applies to combined jobs (sales and services work) in leisure and tourist services companies where employees undertake reception, booking, telephone services and comparable tasks, i.e. combined jobs. Jobs that fall under this agreement include sales duties in whale watching companies, ferries, car rental, museums, theatres, buses and the sale of tours in hotels.

The agreement forms part of the general collective agreement between the parties and is valid for the same period.

## Article 2. Wages

Employees in leisure and tourist services companies

	1.4.2019	1.4.2020	1.1.2021	1.1.2022
Starting wages	303,459	327,459	351,459	376,459
After 6 months' exp.	307,907	331,907	355,907	380,907
After 1 year's exp.	313,149	337,149	361,149	386,149
After 3 years' exp.	317,530	341,530	365,530	390,530
After 5 yrs. at same comp.	322,189	346,189	370,189	395,189

## Article 3. Working hours

### 3.1 Daytime work

Daytime hours shall be from 07:00 to 17:00 from Monday to Friday. Active working hours, i.e. the time worked excluding meal and refreshment breaks, is to be 36 hours and 35 minutes per week, and never more than 7 hours and 19 minutes per day (7.32). If workers take their contractual refreshment breaks, then working hours shall be lengthened accordingly (cf. Section 3.1.2.) in main collective wage agreement, in which case weekly working hours are to be 39.5 hours and never more than 7 hours and 54 minutes per day (7.9).

### Working hours as of 1 January 2020

Active working hours, i.e. the time worked excluding meal and refreshment breaks, is to be 35 hours and 50 minutes per week, and never more than 7 hours and 10 minutes per day (7.16). If workers take their contractual refreshment breaks, then working hours shall be lengthened accordingly (cf. Section 3.1.2.) in main collective wage agreement, in which case weekly working hours are to be 38 hours and 45 minutes, and never more than 7 hours and 45 minutes per day (7.75).

### **3.2 After-hours, night-time, overtime work and work on major public holidays**

Work outside daytime working hours, cf. Section 3.1., on Saturdays and Sundays and contractual days off according to 2.3.1. in the main Collective Wage Agreement, is paid as after-hours or night-time work according to 2.2.1.

Work in excess of the hours of daytime hours obligations based on full-time employment, cf. 2.1.1 in the main Collective Wage Agreement, is paid as overtime.

Work on major public holidays is work during major public holidays, cf. 2.3.2. in the main Collective Wage Agreement.

### **3.3 Permitted deviations from work obligations on public holidays and major public holidays**

**3.3.1.** An agreement may be reached in the employment contract that instead of payment in accordance with Section 3.2., for public holidays and major public holidays, a 45% supplement is paid on top of daytime wages during public holidays and a 90% supplement on major public holidays. In such cases, the employee earns winter days off according to Section 3.4.

**3.3.2.** In addition, workers who do shift work shall earn 12 days of winter leave, based on a full year's work (96 hours of obligatory working hours, based on full-time employment), with respect to public holidays and major public holidays according to Section 2.3 of the main collective wage agreement, that fall on days from Monday to Friday. As of 1 January 2020, earned winter days off will be 94.2 working hours based on a full-time position due to the shortening of working hours. Winter holidays are to be granted during the period from 1 October to 30 April. The earning of winter holidays is based on the period between 1 October to 30 September. If a workplace is closed on such days or days off granted, the number of winter leave days shall be reduced correspondingly. The closure shall be announced with at least one month's notice according to the above days. Subject to agreement between employer and employee, it shall be permitted to have payment replace the leave days referred to, with 8 hours on daytime work rates being paid for each leave day, based on full-time employment. Winter leave days that have accrued during the working period of temporary replacement staff shall be included in their settlement when they retire.

## **Article 4. Refreshment breaks**

Refreshment breaks shall be equivalent to 5 minutes for each hour worked and shall be divided as agreed by the employer and employee. Refreshment breaks shall normally consist of 15 continuous minutes. Work done during refreshment breaks shall be paid for at after-hours or overtime rates or shall result in a corresponding shortening of working hours.

## **Article 5. Travel to and from the workplace**

The cost of travelling to and from the workplace in the Greater Reykjavík Area (Reykjavík, Kópavogur, Garðabær, Hafnarfjörður, Seltjarnarnes and Mosfellsbær) at times when buses do not run shall be paid by the employer (according to the Government Travelling Expenses Committee). The same rule applies in other urban areas where public transport buses operate from morning to evening every day of the week.

# PAY SCALES

Effective from 1 April 2019 to 31 December 2019

## Afgreiðslufólk í verslunum

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
14 ára unglingar	178.193,00	1.048,19	1.467,42	1.572,38	1.850,53	2.450,15
15 ára unglingar	204.060,00	1.200,35	1.680,43	1.800,63	2.119,16	2.805,83
16 ára unglingar	241.423,00	1.420,14	1.988,12	2.130,32	2.507,18	3.319,57
17 ára unglingar	255.793,00	1.504,66	2.106,46	2.257,12	2.656,41	3.517,15
Byrjunarlaun <sup>1</sup>	287.408,00	1.690,64	2.366,80	2.536,09	2.984,73	3.951,86
Eftir 6 mánn. í fyrirtæki	293.497,00	1.726,45	2.416,95	2.589,82	3.047,97	4.035,58
Eftir 1 ár í fyrirtæki	295.067,00	1.735,69	2.429,88	2.603,67	3.064,27	4.057,17
Eftir 2 ár í fyrirtæki	303.792,00	1.787,01	2.501,73	2.680,66	3.154,88	4.177,14
Eftir 5 ár í fyrirtæki	308.530,00	1.814,88	2.540,74	2.722,47	3.204,08	4.242,29

## Sérþjálfaðir starfsmenn verslana

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	292.689,00	1.721,70	2.410,29	2.582,69	3.039,58	4.024,47
Eftir 6 mánn. í fyrirtæki	299.652,00	1.762,66	2.467,63	2.644,13	3.111,89	4.120,22
Eftir 1 ár í fyrirtæki	301.295,00	1.772,32	2.481,16	2.658,63	3.128,95	4.142,81
Eftir 2 ár í fyrirtæki	310.415,00	1.825,97	2.556,27	2.739,10	3.223,66	4.268,21
Eftir 5 ár í fyrirtæki	315.264,00	1.854,49	2.596,20	2.781,89	3.274,02	4.334,88

## Skrifstofufólk

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	317.530,00	1.984,56	2.778,39	2.976,84	3.297,55	4.366,04
Eftir 3 ár í starfsgrein	322.189,00	2.013,68	2.819,15	3.020,52	3.345,93	4.430,10

## Lyfjataknaar

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	310.662,00	1.827,42	2.558,30	2.741,28	3.226,22	4.271,60
Eftir 6 mánn. í starfsg.	312.444,00	1.837,91	2.572,98	2.757,01	3.244,73	4.296,11
Eftir 3 ár í starfsgrein	318.232,00	1.871,95	2.620,64	2.808,08	3.304,84	4.375,69
Eftir 5 ár í sama fyrirt.	326.409,00	1.920,05	2.687,98	2.880,23	3.389,76	4.488,12

## Afbreytingar- og ferðaþjónustufyrirtæki, samsett störf<sup>2</sup>

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	303.459,00	1.785,05	2.498,98	2.677,72	3.151,42	4.172,56
Eftir 6 mánn. í starfsg.	307.907,00	1.811,22	2.535,61	2.716,97	3.197,61	4.233,72
Eftir 1 ár í starfsgrein	313.149,00	1.842,05	2.578,78	2.763,23	3.252,05	4.305,80
Eftir 3 ár í starfsgrein	317.530,00	1.867,82	2.614,86	2.801,88	3.297,55	4.366,04
Eftir 5 ár í fyrirtæki	322.189,00	1.895,23	2.653,23	2.843,00	3.345,93	4.430,10



# PAY SCALES

Effective from 1 April 2019 to 31 December 2019

## Gestamóttaka

	Mánaðarlaun	Dagvinna	33% álag	45% álag	90% álag	Yfirvinna	Stórh. álag
Byrjunarlaun	303.459,00	1.785,05	2.374,12	2.588,33	3.391,60	3.151,42	4.172,56
Eftir 6 mån. í starfsgr.	307.907,00	1.811,22	2.408,92	2.626,27	3.441,31	3.197,61	4.233,72
Eftir 1 ár í starfsgrein	313.149,00	1.842,05	2.449,93	2.670,98	3.499,90	3.252,05	4.305,80
Eftir 3 ár í starfsgrein	317.530,00	1.867,82	2.484,21	2.708,34	3.548,86	3.297,55	4.366,04
Eftir 5 ár í sama fyrirt.	322.189,00	1.895,23	2.520,66	2.748,08	3.600,94	3.345,93	4.430,10

Orlofsuppbót 50.000,00 26.000,00 Eingreiðsla á orlofsuppbót, greiðist ásamt orlofsuppbót 2. maí 2019

Desemberuppbót 92.000,00

<sup>1</sup>Sjá nánar um byrjunarlaun í gr. 1.1.2. í kjarasamningi VR við SA

<sup>2</sup> Ef samið er í ráðningarsamningi um vinnuskyldu á skilgreindum dögum skv. gr. 2.3.1. í kjarasamningi er greitt 45% álag og 90% álag á skilgreindum dögum skv. gr. 2.3.2. í kjarasamningi ásamt vetrarfríi.

# PAY SCALES

Effective from 1 January 2020 – 31 March 2020

## Afgreiðslufólk í verslunum

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
14 ára unglingar	178.193,00	1.061,05	1.467,42	1.572,38	1.850,53	2.450,15
15 ára unglingar	204.060,00	1.215,08	1.680,43	1.800,63	2.119,16	2.805,83
16 ára unglingar	241.423,00	1.437,56	1.988,12	2.130,32	2.507,18	3.319,57
17 ára unglingar	255.793,00	1.523,12	2.106,46	2.257,12	2.656,41	3.517,15
Byrjunarlaun <sup>1</sup>	287.408,00	1.711,37	2.366,80	2.536,09	2.984,73	3.951,86
Eftir 6 mán. í fyrirtæki	293.497,00	1.747,63	2.416,95	2.589,82	3.047,97	4.035,58
Eftir 1 ár í fyrirtæki	295.067,00	1.756,98	2.429,88	2.603,67	3.064,27	4.057,17
Eftir 2 ár í fyrirtæki	303.792,00	1.808,93	2.501,73	2.680,66	3.154,88	4.177,14
Eftir 5 ár í fyrirtæki	308.530,00	1.837,14	2.540,74	2.722,47	3.204,08	4.242,29

## Sérþjálfaðir starfsmenn verslana

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	292.689,00	1.742,82	2.410,29	2.582,69	3.039,58	4.024,47
Eftir 6 mán. í fyrirtæki	299.652,00	1.784,28	2.467,63	2.644,13	3.111,89	4.120,22
Eftir 1 ár í fyrirtæki	301.295,00	1.794,06	2.481,16	2.658,63	3.128,95	4.142,81
Eftir 2 ár í fyrirtæki	310.415,00	1.848,37	2.556,27	2.739,10	3.223,66	4.268,21
Eftir 5 ár í fyrirtæki	315.264,00	1.877,24	2.596,20	2.781,89	3.274,02	4.334,88

## Skrifstofufólk

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	317.530,00	1.993,66	2.778,39	2.976,84	3.297,55	4.366,04
Eftir 3 ár í starfsgrein	322.189,00	2.022,91	2.819,15	3.020,52	3.345,93	4.430,10

## Lyfjatakarnar

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	310.662,00	1.849,84	2.558,30	2.741,28	3.226,22	4.271,60
Eftir 6 mán. í starfsg.	312.444,00	1.860,45	2.572,98	2.757,01	3.244,73	4.296,11
Eftir 3 ár í starfsgrein	318.232,00	1.894,91	2.620,64	2.808,08	3.304,84	4.375,69
Eftir 5 ár í sama fyrirt.	326.409,00	1.943,60	2.687,98	2.880,23	3.389,76	4.488,12

## Afbreytingar- og ferðaþjónustufyrirtæki, samsett störf<sup>2</sup>

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	303.459,00	1.806,95	2.498,98	2.677,72	3.151,42	4.172,56
Eftir 6 mán. í starfsg.	307.907,00	1.833,43	2.535,61	2.716,97	3.197,61	4.233,72
Eftir 1 ár í starfsgrein	313.149,00	1.864,65	2.578,78	2.763,23	3.252,05	4.305,80
Eftir 3 ár í starfsgrein	317.530,00	1.890,73	2.614,86	2.801,88	3.297,55	4.366,04
Eftir 5 ár í fyrirtæki	322.189,00	1.918,48	2.653,23	2.843,00	3.345,93	4.430,10

## PAY SCALES

Effective from 1 January 2020 – 31 March 2020

### Gestamóttaka

	Mánaðarlaun	Dagvinna	33% álag	45% álag	90% álag	Yfirvinna	Stórh. álag
Byrjunarlaun	303.459,00	1.806,95	2.403,24	2.620,08	3.433,20	3.151,42	4.172,56
Eftir 6 mån. í starfsgr.	307.907,00	1.833,43	2.438,47	2.658,48	3.483,53	3.197,61	4.233,72
Eftir 1 ár í starfsgrein	313.149,00	1.864,65	2.479,98	2.703,74	3.542,83	3.252,05	4.305,80
Eftir 3 ár í starfsgrein	317.530,00	1.890,73	2.514,68	2.741,57	3.592,40	3.297,55	4.366,04
Eftir 5 ár í sama fyrirt.	322.189,00	1.918,48	2.551,57	2.781,79	3.645,11	3.345,93	4.430,10

Orlofsuppbót 51.000,00

Desemberuppbót 94.000,00

<sup>1</sup>Sjá nánar um byrjunarlaun í gr. 1.1.2. í kjarasamningi VR við SA

<sup>2</sup> Ef samið er í ráðningarsamningi um vinnuskyldu á skilgreindum dögum skv. gr. 2.3.1. í kjarasamningi er greitt 45% álag og 90% álag á skilgreindum dögum skv. gr. 2.3.2. í kjarasamningi ásamt vetrarfríi.

# PAY SCALES

Effective from 1 April 2020 to 31 December 2020

## Afgreiðslufólk í verslunum

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
14 ára unglingar	193.073,00	1.149,65	1.589,96	1.703,68	2.005,06	2.654,75
15 ára unglingar	221.100,00	1.316,54	1.820,76	1.950,99	2.296,12	3.040,13
16 ára unglingar	261.583,00	1.557,60	2.154,14	2.308,21	2.716,54	3.596,77
17 ára unglingar	277.153,00	1.650,31	2.282,35	2.445,60	2.878,23	3.810,85
Byrjunarlaun <sup>1</sup>	311.408,00	1.854,28	2.564,44	2.747,86	3.233,97	4.281,86
Eftir 6 mánn. í fyrirtæki	317.497,00	1.890,54	2.614,59	2.801,59	3.297,21	4.365,58
Eftir 1 ár í fyrirtæki	319.067,00	1.899,89	2.627,52	2.815,45	3.313,51	4.387,17
Eftir 2 ár í fyrirtæki	327.792,00	1.951,84	2.699,37	2.892,44	3.404,12	4.507,14
Eftir 5 ár í fyrirtæki	332.530,00	1.980,05	2.738,38	2.934,24	3.453,32	4.572,29

## Sérþjálfaðir starfsmenn verslana

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	316.689,00	1.885,73	2.607,93	2.794,46	3.288,82	4.354,47
Eftir 6 mánn. í fyrirtæki	323.652,00	1.927,19	2.665,27	2.855,91	3.361,13	4.450,22
Eftir 1 ár í fyrirtæki	325.295,00	1.936,97	2.678,80	2.870,40	3.378,19	4.472,81
Eftir 2 ár í fyrirtæki	334.415,00	1.991,28	2.753,91	2.950,88	3.472,90	4.598,21
Eftir 5 ár í fyrirtæki	339.264,00	2.020,15	2.793,84	2.993,67	3.523,26	4.664,88

## Skrifstofufólk

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	341.530,00	2.144,35	2.988,39	3.201,84	3.546,79	4.696,04
Eftir 3 ár í starfsgrein	346.189,00	2.173,60	3.029,15	3.245,52	3.595,17	4.760,10

## Lyfjatakarnar

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	334.662,00	1.992,75	2.755,94	2.953,06	3.475,46	4.601,60
Eftir 6 mánn. í starfsg.	336.444,00	2.003,36	2.770,62	2.968,78	3.493,97	4.626,11
Eftir 3 ár í starfsgrein	342.232,00	2.037,82	2.818,28	3.019,86	3.554,08	4.705,69
Eftir 5 ár í sama fyrirt.	350.409,00	2.086,51	2.885,62	3.092,01	3.639,00	4.818,12

## Afbreytingar- og ferðapjónustufyrirtæki, samsett störf<sup>2</sup>

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	327.459,00	1.949,86	2.696,62	2.889,50	3.400,66	4.502,56
Eftir 6 mánn. í starfsg.	331.907,00	1.976,34	2.733,25	2.928,75	3.446,85	4.563,72
Eftir 1 ár í starfsgrein	337.149,00	2.007,56	2.776,42	2.975,00	3.501,29	4.635,80
Eftir 3 ár í starfsgrein	341.530,00	2.033,64	2.812,50	3.013,66	3.546,79	4.696,04
Eftir 5 ár í fyrirtæki	346.189,00	2.061,39	2.850,87	3.054,77	3.595,17	4.760,10

# PAY SCALES

Effective from 1 April 2020 to 31 December 2020

## Gestamóttaka

	Mánaðarlaun	Dagvinna	33% álag	45% álag	90% álag	Yfirvinna	Stórh. álag
Byrjunarlaun	327.459,00	1.949,86	2.593,31	2.827,29	3.704,73	3.400,66	4.502,56
Eftir 6 mån. í starfsgr.	331.907,00	1.976,34	2.628,54	2.865,70	3.755,05	3.446,85	4.563,72
Eftir 1 ár í starfsgrein	337.149,00	2.007,56	2.670,05	2.910,96	3.814,36	3.501,29	4.635,80
Eftir 3 ár í starfsgrein	341.530,00	2.033,64	2.704,75	2.948,78	3.863,92	3.546,79	4.696,04
Eftir 5 ár í sama fyrirt.	346.189,00	2.061,39	2.741,64	2.989,01	3.916,63	3.595,17	4.760,10

Orlofsuppbót 51.000,00

Desemberuppbót 94.000,00

1. maí 2020 kemur til viðbótar launaauki miðað við hagvaxtarauka fyrra árs ásamt launapróunarhækkun skv. ákv. skilyrðum.

<sup>1</sup>Sjá nánar um byrjunarlaun í gr. 1.1.2. í kjarasamningi VR við SA

<sup>2</sup> Ef samið er í ráðningarsamningi um vinnuskyldu á skilgreindum dögum skv. gr. 2.3.1. í kjarasamningi er greitt 45% álag og 90% álag á skilgreindum dögum skv. gr. 2.3.2. í kjarasamningi ásamt vetrarfríi.

# PAY SCALES

Effective from 1 January 2021 – 31 December 2021

## Afgreiðslufólk í verslunum

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
14 ára unglingar	207.953,00	1.238,26	1.712,49	1.834,98	2.159,59	2.859,35
15 ára unglingar	238.140,00	1.418,01	1.961,08	2.101,35	2.473,08	3.274,43
16 ára unglingar	281.743,00	1.677,64	2.320,15	2.486,10	2.925,90	3.873,97
17 ára unglingar	298.513,00	1.777,50	2.458,25	2.634,08	3.100,06	4.104,55
Byrjunarlaun <sup>1</sup>	335.408,00	1.997,19	2.762,08	2.959,64	3.483,21	4.611,86
Eftir 6 mán. í fyrirtæki	341.497,00	2.033,45	2.812,23	3.013,37	3.546,45	4.695,58
Eftir 1 ár í fyrirtæki	343.067,00	2.042,80	2.825,16	3.027,22	3.562,75	4.717,17
Eftir 2 ár í fyrirtæki	351.792,00	2.094,75	2.897,01	3.104,21	3.653,36	4.837,14
Eftir 5 ár í fyrirtæki	356.530,00	2.122,96	2.936,02	3.146,02	3.702,56	4.902,29

## Sérþjálfaðir starfsmenn verslana

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	340.689,00	2.028,64	2.805,57	3.006,24	3.538,06	4.684,47
Eftir 6 mán. í fyrirtæki	347.652,00	2.070,10	2.862,91	3.067,68	3.610,37	4.780,22
Eftir 1 ár í fyrirtæki	349.295,00	2.079,88	2.876,44	3.082,18	3.627,43	4.802,81
Eftir 2 ár í fyrirtæki	358.415,00	2.134,18	2.951,55	3.162,65	3.722,14	4.928,21
Eftir 5 ár í fyrirtæki	363.264,00	2.163,06	2.991,48	3.205,44	3.772,50	4.994,88

## Skrifstofufólk

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	365.530,00	2.295,03	3.198,39	3.426,84	3.796,03	5.026,04
Eftir 3 ár í starfsgrein	370.189,00	2.324,29	3.239,15	3.470,52	3.844,41	5.090,10

## Lyfjatakarnar

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	358.662,00	2.135,66	2.953,58	3.164,83	3.724,70	4.931,60
Eftir 6 mán. í starfsg.	360.444,00	2.146,27	2.968,26	3.180,56	3.743,21	4.956,11
Eftir 3 ár í starfsgrein	366.232,00	2.180,73	3.015,92	3.231,63	3.803,32	5.035,69
Eftir 5 ár í sama fyrirt.	374.409,00	2.229,42	3.083,26	3.303,79	3.888,24	5.148,12

## Afbreytingar- og ferðapjónustufyrirtæki, samsett störf<sup>2</sup>

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	351.459,00	2.092,77	2.894,26	3.101,27	3.649,90	4.832,56
Eftir 6 mán. í starfsg.	355.907,00	2.119,25	2.930,89	3.140,52	3.696,09	4.893,72
Eftir 1 ár í starfsgrein	361.149,00	2.150,46	2.974,06	3.186,78	3.750,53	4.965,80
Eftir 3 ár í starfsgrein	365.530,00	2.176,55	3.010,14	3.225,44	3.796,03	5.026,04
Eftir 5 ár í fyrirtæki	370.189,00	2.204,29	3.048,51	3.266,55	3.844,41	5.090,10

# PAY SCALES

Effective from 1 January 2021 – 31 December 2021

## Gestamóttaka

	Mánaðarlaun	Dagvinna	33% álag	45% álag	90% álag	Yfirvinna	Stórh. álag
Byrjunarlaun	351.459,00	2.092,77	2.783,38	3.034,51	3.976,25	3.649,90	4.832,56
Eftir 6 mån. í starfsgr.	355.907,00	2.119,25	2.818,60	3.072,91	4.026,58	3.696,09	4.893,72
Eftir 1 ár í starfsgrein	361.149,00	2.150,46	2.860,12	3.118,17	4.085,88	3.750,53	4.965,80
Eftir 3 ár í starfsgrein	365.530,00	2.176,55	2.894,81	3.156,00	4.135,45	3.796,03	5.026,04
Eftir 5 ár í sama fyrirt.	370.189,00	2.204,29	2.931,71	3.196,23	4.188,16	3.844,41	5.090,10

Orlofsuppbót 52.000,00

Desemberuppbót 96.000,00

1. maí 2021 kemur til viðbótar launaauki miðað við hagvaxtarauka fyrra árs ásamt launapróunarhækkun skv. ákv. skilyrðum.

<sup>1</sup>Sjá nánar um byrjunarlaun í gr. 1.1.2. í kjarasamningi VR við SA

<sup>2</sup> Ef samið er í ráðningarsamningi um vinnuskyldu á skilgreindum dögum skv. gr. 2.3.1. í kjarasamningi er greitt 45% álag og 90% álag á skilgreindum dögum skv. gr. 2.3.2. í kjarasamningi ásamt vetrarfríi.

# PAY SCALES

Effective from 1 January 2022 – 30 November 2022

## Afgreiðslufólk í verslunum

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
14 ára unglingar	223.453,00	1.330,55	1.840,14	1.971,75	2.320,56	3.072,48
15 ára unglingar	255.890,00	1.523,70	2.107,25	2.257,97	2.657,42	3.518,49
16 ára unglingar	302.743,00	1.802,69	2.493,09	2.671,40	3.143,99	4.162,72
17 ára unglingar	320.763,00	1.909,99	2.641,48	2.830,41	3.331,12	4.410,49
Byrjunarlaun <sup>1</sup>	360.408,00	2.146,05	2.967,96	3.180,24	3.742,84	4.955,61
Eftir 6 mán. í fyrirtæki	366.497,00	2.182,31	3.018,10	3.233,97	3.806,07	5.039,33
Eftir 1 ár í fyrirtæki	368.067,00	2.191,66	3.031,03	3.247,82	3.822,38	5.060,92
Eftir 2 ár í fyrirtæki	376.792,00	2.243,61	3.102,88	3.324,81	3.912,98	5.180,89
Eftir 5 ár í fyrirtæki	381.530,00	2.271,82	3.141,90	3.366,62	3.962,19	5.246,04

## Sérþjálfaðir starfsmenn verslana

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	365.689,00	2.177,50	3.011,45	3.226,84	3.797,68	5.028,22
Eftir 6 mán. í fyrirtæki	372.652,00	2.218,96	3.068,79	3.288,28	3.869,99	5.123,97
Eftir 1 ár í fyrirtæki	374.295,00	2.228,74	3.082,32	3.302,78	3.887,05	5.146,56
Eftir 2 ár í fyrirtæki	383.415,00	2.283,05	3.157,42	3.383,25	3.981,76	5.271,96
Eftir 5 ár í fyrirtæki	388.264,00	2.311,92	3.197,35	3.426,04	4.032,12	5.338,63

## Skrifstofufólk

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	390.530,00	2.452,00	3.417,14	3.661,22	4.055,65	5.369,79
Eftir 3 ár í starfsgrein	395.189,00	2.481,25	3.457,90	3.704,90	4.104,04	5.433,85

## Lyfjatakarnar

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	383.662,00	2.284,52	3.159,46	3.385,43	3.984,33	5.275,35
Eftir 6 mán. í starfsg.	385.444,00	2.295,13	3.174,13	3.401,16	4.002,84	5.299,86
Eftir 3 ár í starfsgrein	391.232,00	2.329,59	3.221,80	3.452,23	4.062,94	5.379,44
Eftir 5 ár í sama fyrirt.	399.409,00	2.378,28	3.289,13	3.524,39	4.147,86	5.491,87

## Afbreytingar- og ferðapjónustufyrirtæki, samsett störf<sup>2</sup>

	Mánaðarlaun	Dagvinna	Eftirvinna	Næturvinna	Yfirvinna	Stórh. álag
Byrjunarlaun	376.459,00	2.241,63	3.100,14	3.321,87	3.909,53	5.176,31
Eftir 6 mán. í starfsg.	380.907,00	2.268,11	3.136,77	3.361,12	3.955,72	5.237,47
Eftir 1 ár í starfsgrein	386.149,00	2.299,33	3.179,94	3.407,38	4.010,16	5.309,55
Eftir 3 ár í starfsgrein	390.530,00	2.325,41	3.216,01	3.446,04	4.055,65	5.369,79
Eftir 5 ár í fyrirtæki	395.189,00	2.353,16	3.254,38	3.487,15	4.104,04	5.433,85



## Gestamóttaka

	Mánaðarlaun	Dagvinna	33% álag	45% álag	90% álag	Yfirvinna	Stórh. álag
Byrjunarlaun	376.459,00	2.241,63	2.981,37	3.250,36	4.259,09	3.909,53	5.176,31
Eftir 6 mán. í starfsg.	380.907,00	2.268,11	3.016,59	3.288,76	4.309,42	3.955,72	5.237,47
Eftir 1 ár í starfsgrein	386.149,00	2.299,33	3.058,11	3.334,02	4.368,72	4.010,16	5.309,55
Eftir 3 ár í starfsgrein	390.530,00	2.325,41	3.092,80	3.371,85	4.418,29	4.055,65	5.369,79
Eftir 5 ár í sama fyrirt.	395.189,00	2.353,16	3.129,70	3.412,08	4.471,00	4.104,04	5.433,85

Orlofsuppbót 53.000,00

Desemberuppbót 98.000,00

1. maí 2022 kemur til viðbótar launaauki miðað við hagvaxtarauka fyrra árs ásamt launapróunarbækkun skv. ákv. skilyrðum.

1. maí 2023 kemur til viðbótar launaauki miðað við hagvaxtarauka fyrra árs ásamt launapróunarbækkun skv. ákv. skilyrðum.

<sup>1</sup>Sjá nánar um byrjunarlaun í gr. 1.1.2. í kjarasamningi VR við SA

<sup>2</sup> Ef samið er í ráðningarsamningi um vinnuskyldu á skilgreindum dögum skv. gr. 2.3.1. í kjarasamningi er greitt 45% álag og 90% álag á skilgreindum dögum skv. gr. 2.3.2. í kjarasamningi ásamt vetrarfríi.

