# **COLLECTIVE WAGE AGREEMENT**

#### **BETWEEN:**

THE CONFEDERATION OF ICELANDIC EMPLOYERS
(SAMTÖK ATVINNULÍFSINS, SA) AND
THE ICELANDIC TRAVEL INDUSTRY ASSOCIATION
(SAMTAKA FERÐAÞJÓNUSTUNNAR)

**AND** 

LEIÐSÖGN - ICELAND TOURIST GUIDE ASSOCIATION

EFFECTIVE AS OF 1, FEBRUARY 2024 TO 1, FEBRUARY 2028

Please note that this is an English translation, in matters of a dispute, refer to the original in Icelandic.

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#### 1. WAGE SYSTEM AND DEFINITIONS

#### 1.1. Form of employment

Recruitment shall be as follows:

- a) Permanent Employment in a full-time or part-time positions with mutual rights and obligations, such as annual holiday entitlement, term of notice, sick-leave entitlement, and other rights and duties according to legislation or this collective agreement. The work and salary structure can take various forms: fixed working arrangements and monthly salary, shift work, or hourly wages, depending on the work arrangement.
  - Employees on a fixed part-time salary with variable work hours between months may be paid regular hours exceeding the contracted part-time hours by adjusting the employment ratio within the month, up to 100% employment.
- b) Temporary Employment in a full-time or part-time role with rights as mentioned in the previous section, for a specific period or a specific temporary project. If temporary employment lasts continuously for 24 months, the employee is entitled to a permanent contract according to law no. 139/2003. Work and salary structures may include fixed work schedules with monthly salaries, shift work, or hourly wages, depending on the arrangement.
  - Part-time employees on fixed salaries with variable workloads across months may be paid for extra regular hours by adjusting the employment percentage within the month, up to 100% employment.
- c) Project-Based Employment for a single trip, day trip, or extended trip or for a specific amount of trips. Project-based employment comes with the associated rights and obligations as stipulated in this collective agreement, job description, or general labor law. If a project-based employment lasts continuously for six months at a minimum of half-time employment or more, the employee is entitled to temporary or permanent employment upon request. It is permissible to pay project-based employees hourly wages for daytime work. The employer must seek the employee's consent for each trip, and the employee has the right to decline trips when they are offered. The employee may accept additional trips that exceed the normal 100% working hours, but the salary for each trip is calculated as a separate project, independent of the total working hours within the month

## 1.2. Definitions

Job titles and the concept of a guided tour are defined according to the European Standard EN 13809:2003 for travel agencies and tour operators and should be interpreted accordingly.

- a. Tourist Guide: A tourist guide conducts tours for travelers in the language assigned and interprets the cultural and natural environment of the area being traveled through. The guide describes the land, nature, people, history, and culture, and acts as a representative of the travel agency, managing the tour on its behalf. The salary classification for tourist guides applies to those jobs where specific skills acquired through guide education are required.
- b. **Tour Manager/Tour Escort:** A tour manager or escort is a representative of the travel agency or travel group and provides practical services to travelers in line with the wishes of the travel agency. If a tour manager is hired to perform the duties of a tourist guide, they should be paid according to the relevant salary classification for tourist guides.
- c. Lead Guide: A lead guide is responsible for guiding a group in a bus as well as supervising passengers in another bus, which may or may not have a guide or tour manager onboard. The employer/travel agency defines the need for a lead guide for a trip and agrees on the salary with the guide for the trip.
- d. **Guided Tour:** A guided tour is a journey of a specific length through a region, city, or other area with designated natural and cultural landmarks, led by a tourist guide. Alternatively, it can be a tour aimed at experiencing specific natural phenomena under the guidance of a tourist guide.

- e. **Day Trip:** A trip that starts and ends in the same location within the same day.
- f. Long Tour: A trip where the employee stays overnight away from the starting and ending location.
- g. Specialist Tour: A tour that requires special education, knowledge, or experience, which the guide must provide during the trip. Examples include university-level education in geology, literature, cultural history, folklore, Icelandic language, or photography. The employer/travel agency defines the need for a specialist guide and agrees on the salary with the guide for the trip.
- h. **Driving Guide:** A driving guide is responsible for both guiding the group and driving the vehicle.
- Mountain Guide: A mountain guide leads hiking trips, mountain trips, glacier expeditions, ice cave explorations, and ski trips. The same rules apply to mountain guides as to tourist guides.

## 1.3. Wage Classifications

Employees paid under this agreement should be placed in the following minimum salary classifications:

- Salary grade: Tour Manager/Tour Escort acts as a representative of the travel agency and provides practical services to travelers according to the travel agency's instructions.
- 2. Salary grade: Tourist Guide without specific education in the field of guiding or other preparatory work experience for guiding.
- 3. Salary grade: Tourist Guide with job preparation (education or skills assessment) in the specialized field of guiding or general guiding which is job related, cf. however competence conditions of the third salary grade. These guides can prioritize and organize their own tasks in challenging situations and demonstrate professionalism in their work. They can convey knowledge and skills, justify and reflect on the methods they use, and are responsible for their work environment. They are also capable of mentoring others.
- 4. Salary grade: Tourist Guide with professional preparation for general guiding (education or skills assessment) according to IST EN 15565:2008, which covers the training and education of tourist guides. They possess specialized knowledge useful for guiding. They can prioritize and organize their tasks in challenging situations, demonstrate professionalism, and mentor others. Is able to share his/her knowledge and skills, support and consider the methods he/she uses and, in addition, possesses a sense of responsibility for the work environment and the skills to guide others.

If specialized knowledge or education beyond the criteria of the first three salary classifications is required, the parties to the employment agreement must negotiate appropriate wages for the role.

## 1.4. Work Experience

In the salary classifications for tourist guides, experience levels are as follows:

Wage Level 1: Starting salary.

Wage Level 2: Employees with one year of experience.

Wage Level 3: Employees with three years of experience.

Wage Level 4: Employees with five years of experience.

One year of experience is equivalent to 1,650 hours of work. All hours worked count toward this total.

Employees may request that Leiðsögn - Tourist Guide Union certify their working hours.

## 1.5. Employment Contracts

#### 1.5.1. Creating Employment Contracts

If an employee is hired for more than one month and works an average of more than eight hours per week, a written employment contract or a confirmation of employment in writing or electronically must be issued no later than one month after starting the job. The contract should include the details listed in clause 1.5.4.

- 1.5.2. Any changes to the employment terms beyond those set by law or collective agreements must be confirmed in the same way no later than one month after implementation.
- 1.5.3. The provisions of clauses 1.5.1 and 1.5.2 do not apply to occasional work, provided objective reasons justify this arrangement.

#### 1.5.4. <u>Employer's Obligation to Provide Information</u>

The employment contract or written confirmation must include at least the following:

- 1. The identity of both parties, including ID numbers.
- The workplace and the employer's address. If there is no fixed workplace or regular work location, it must be stated that the employee will work at various locations.
- 3. The title or job description, or a short outline of the job.
- 4. The first day of employment.
- 5. The type of employment as described in section 1.1. and the length of the employment if it is temporary.
- 6. Vacation entitlements.
- 7. Notice periods for both employer and employee.
- 8. Monthly or weekly wages, with reference to the salary scales (classification and level), monthly salary from which overtime is calculated, and other payments or benefits, as well as payment periods.
- 9. The length of the standard working day or week.
- 10. Pension funds and supplementary pension savings, if applicable.
- 11. Reference to the applicable Leiðsögn Tourist Guide Union collective agreement

Information regarding points 6–9 can be provided by referring to the Leiðsögn - Tourist Guide Union collective agreement.

#### 1.5.5. <u>Employment Abroad</u>

If an employee is assigned to work in another country for one month or more, they must receive written confirmation of employment before departure. In addition to the information required in clause 1.5.4, the following must be included:

- 1. The expected duration of the work abroad.
- 2. The currency in which wages will be paid.
- 3. Any bonuses or benefits related to the work abroad.
- 4. Conditions for the employee's return to their home country, if applicable.

Information regarding points 2 and 3 can be provided by referring to the laws, collective agreements, or general rules governing Leiðsögn - Tourist Guide Union.

## 1.6. Pay Slips

When wages are paid, the employee must receive a pay slip that includes the identities of both parties (name and ID number). The pay slip or accompanying documentation must itemize payments, such as daily wages or paid hours, and specify any overtime or

bonus payments. All deductions must also be itemized. Vacation pay must be listed on the pay slip and deposited into a vacation account specified by the employee upon hiring.

## 2. WAGES

## 2.1. Tourist Guides' pay scales

#### 2.1.1. Wage Changes

Wages will be increased by a proportional percentage, with a minimum increase in króna, unless otherwise stated in the wage tables accompanying this collective agreement. Monthly wages refer to fixed monthly wages for regular daytime work.

February 1, 2024: 3.25% or ISK 23,750 January 1, 2025: 3.50% or ISK 23,750 January 1, 2026: 3.50% or ISK 23,750 January 1, 2027: 3.50% or ISK 23,750

#### Contract-Related Items

Contract related items in the collective agreements will increase as follows, unless otherwise agreed:

February 1, 2024: 3.25% January 1, 2025: 3.50% January 1, 2026: 3.50% January 1, 2027: 3.50%

#### **Base Wage Supplement**

If collective agreements remain valid, the wage and assumption committee shall, in March 2025, 2026, and 2027, decide on a special base wage supplement if Statistics Iceland's wage index for the general labor market shows that wages have increased beyond the rise in the lowest base wage rates. The comparison will be made between the proportional rise of that index and the proportional increase of the fourth wage level in the collective agreements of SGS/Efling over the same period. The supplement will be calculated as the full percentage of the excess increase, and all minimum base wage rates in the parties' collective agreements will increase by that percentage as of April 1 each year.

- a) In March 2025, wage rate increases and the development of the wage index for the period November 2023 to November 2024 will be considered.
- b) In March 2026, wage rate increases and the development of the wage index for the period November 2024 to November 2025 will be considered.
- c) In March 2027, wage rate increases and the development of the wage index for the period November 2025 to November 2026 will be considered.

If both the productivity bonus and the base wage supplement are due simultaneously according to this collective agreement, the higher of the two will apply to the minimum wage rates in the collective agreements.

#### **Productivity Bonus**

If productivity increases by more than 2% in 2025 and 2026, employees will receive a share of this value increase in the form of a special productivity bonus, subject to certain conditions.

Further details on the productivity bonus and its payment are provided in an appendix to this agreement.

#### 2.1.2. Hourly Pay for Daytime Work

Hourly pay for daytime work is calculated by dividing the monthly salary in the respective wage category and seniority step by the annual average of monthly active working hours in full-time employment (162.5 active working hours).

#### 2.1.3. Wage Rates for Tourist Guides

Wage Category	1.2.2024	1.1.2025	1.1.2026	1.1.2027
Category 1.				
Base Salary	470.927	497.183	523.439	548.695
Category 2				
Base Salary	470.927	497.183	523.439	548.695
After 1 year	478.355	502.105	525.855	551.105
Category 3				
Base Salary	476.225	501.276	526.248	551.645
After 1 year	490.364	514.114	537.864	561.614
After 3 years	506.220	529.970	553.720	577.470
After 5 years	509.844	533.594	557.344	581.094
Category 4				
Base Salary	482.670	506.420	530.170	553.920
After 1 year	503.412	527.162	550.912	574.662
After 3 years	519.711	543.461	567.211	590.961
After 5 years	524.436	549.686	574.936	600.186

# 2.2. December and Holiday Bonuses for Permanent Employees

#### 2.2.1. <u>December Bonus</u>

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

For 2024: ISK 106,000 For 2025: ISK 110,000 For 2026: ISK 114,000 For 2027: ISK 118,000 The bonus must be paid no later than December 15 each year, proportionate to the employment rate, to all employees who have had a temporary or permanent contract with the employer for 12 weeks during the last 12 months or are employed in the first week of December. Full-time employment in this context is considered 45 weeks of work, excluding holidays. By agreement with the employee, the settlement period may be from December 1 to November 30 each year instead of the calendar year.

The December bonus includes holiday pay, is a fixed amount, and is not subject to changes according to other provisions. Earned December bonuses should be settled upon termination of employment if it occurs before the bonus's due date.

#### 2.2.2. Holiday Bonus

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

For the holiday year starting May 1, 2024: ISK 58,000 For the holiday year starting May 1, 2025: ISK 60,000 For the holiday year starting May 1, 2026: ISK 62,000 For the holiday year starting May 1, 2027: ISK 64,000

- 2.2.3. Holiday and December bonuses for travel and project-based employees must be paid in proportion to the number of daytime hours worked. There is no requirement for continuous employment for 12 weeks when calculating the right to holiday and December bonuses for travel and project-based employees, provided the employee has worked 12 weeks during the holiday year.
- 2.2.4. December and holiday bonuses may still be settled after each trip, and the bonuses will be calculated per daytime hour worked during the contract period as follows:

2024: ISK 99 2025: ISK 103 2026: ISK 107 2027: ISK 110

The holiday bonus includes holiday pay, is a fixed amount, and is not subject to changes according to other provisions. Earned holiday bonuses should be settled upon termination of employment if it occurs before the bonus's due date.

#### 2.2.5. <u>Holiday and December Bonus Accumulation During Parental Leave</u>

After one year of continuous employment with the same employer, absences due to statutory parental leave are counted as employment time when calculating December and holiday bonuses. The same applies if a woman must stop working during pregnancy for safety reasons, according to the regulations on measures to enhance safety and health at workplaces for pregnant women, women who have recently given birth, or are breastfeeding.

# 2.3. Shift Allowances, Overtime, and Additional Payments

#### 2.3.1. <u>Shift Allowances</u>

33.00% from 19:00 to 24:00 Monday to Friday

45.00% from 00:00 to 07:00 on all days and weekends

45.00% from  $00\!:\!00$  to  $24\!:\!00$  on special holidays

90.00% from 00:00 to 24:00 on major holidays

#### 2.3.2. Overtime Pay

Overtime pay is calculated as 1.0385% of the monthly wage for daytime work in each wage category and seniority step, according to section 2.1. Work exceeding 162.5 active hours per month is paid as overtime, as well as all work performed on holidays according to section 3.3.1, which is paid with overtime wages.

#### 2.3.3. <u>Major Holiday Pay</u>

All work performed on major holidays according to section 3.5.2 is paid with a rate of 1.375% of the monthly salary for daytime work in each wage category and seniority step, according to section 2.1.

#### 2.3.4. <u>Preparation Work for a Tour</u>

If a tourist guide is required to pick up and review documents on a day other than when the tour starts, they shall be paid for that work, and it will not be considered part of the general preparation for the tour. The same applies if additional work is required after the tour has ended.

- 2.3.5. If a tourist guide is required to dine with passengers on longer tours where accommodation is provided at a hotel, they shall be paid for any time exceeding 11 hours, or payment should be arranged in advance.
- 2.3.6. If a driver-guide on a long tour is required to clean and organize the vehicle, they shall be paid for any time exceeding 11 hours, or payment should be arranged in advance.
- 2.3.7. If a travel-based guide on a long tour is required to take a half or full day off away from their home base, they shall be paid for those days, at a minimum of 3.75 hours of daytime work for a half day and 7.5 hours of daytime work for a full day, unless it is a weekend or public holiday, in which case the applicable rate should be used.
- 2.3.8. It has been part of a guide's job during a tour to promote other tours organized by the travel agency and/or third parties and to make reservations for such tours. If a travel-based guide also handles payments (cash or card) for such tours, compensation for this must be agreed upon in the employment contract.

#### Note Regarding Dinner Times on Long Tours - 2015

Tour operators should aim to arrange agreements with hotels and restaurants so that guides and drivers on long tours can have dinner without sitting at the table with guests and in less time than the guests generally take. This is being done to provide guides and drivers with time to rest and attend to personal matters. An exception is when it has been specifically agreed with the guide to dine with the passengers, in which case they will be compensated as per section 2.3.5.

## 2.4. Special Allowances

#### 2.4.1. <u>Language Allowance</u>

If a tourist guide is required to guide in more than one language, a 20% allowance on the hourly wage will be paid for each additional language.

#### 2.4.2. <u>Specialist Allowance</u>

When specialized knowledge is required from a travel-based guide, the tour shall be compensated with a 25% bonus.

#### 2.4.3. Head Guide

A head guide shall be paid a 25% bonus on their wages.

#### 2.4.4. <u>Guiding in More Than One Vehicle</u>

If a guide is required to guide in more than one vehicle, payment for this must be agreed upon in advance.

## 2.5. Driver-Guiding

- 2.5.1. Driver-guiding occurs when a guide both drives a passenger vehicle and provides guiding services. For driver-guiding, a 50% bonus on the hourly wage is paid when there are 4 or more passengers.
- 2.5.2. If driver-guiding is changed to regular guiding, the travel-based guide must be notified at least 2 hours in advance; otherwise, they will retain the bonus as per section 2.5.1.
- 2.5.3. A different payment arrangement may be agreed upon for day tours when driving constitutes less than 50% of the total tour time and the driving distance is less than 200 km.

#### Note on Driver-Guiding - 2008

Travel agencies should aim to establish their own rules regarding the maximum number of passengers for driver-guiding, with the number not exceeding 16 on long tours and 21 on day tours. The size of the vehicle should be appropriate for the number of passengers.

# 3. WORKING HOURS, DAYTIME WORK, AND DAYTIME PERIODS

## 3.1. Temporary and Permanent Employees

- 3.1.1. The daytime work period for temporarily or permanently employed workers is from 07:00 to 19:00 on weekdays. For work outside of this period, or beyond regular daytime hours as per section 3.1.2, and on public holidays as per section 3.5.1, overtime pay will be provided according to section 2.3.2, or major holiday pay according to section 2.3.3.
- 3.1.2. The daytime work for temporarily or permanently employed workers, based on full-time employment, is 37.5 active working hours per week on average. Work should be scheduled for four weeks at a time, if feasible. Overtime is paid for work beyond 12 hours per day or an average of 37.5 hours per week. Active working hours, based on full-time employment, average 162.5 hours per month. On long tours, 11 hours per day are paid, while on camping or lodge tours, 12 hours per day are paid. Efforts should be made to ensure that travel time in long tours by bus does not exceed 9 hours per day.
- 3.1.3. An agreement may be made with an employee for flexible daytime work schedules between months, provided that daytime work does not exceed an average of 162.5 active hours per month over a 6-month period or over the contract period for temporarily employed workers hired for a shorter period. The maximum daily working hours and rest periods must be observed.
- 3.1.4. For part-time employees on a fixed salary with variable working contributions between months, daytime work beyond the fixed employment ratio may be paid by adjusting the employment ratio for that month, up to 100% employment.
- 3.1.5. Guides may be hired for shift work. A shift bonus is paid for work outside the daytime period, as per section 2.3.1.

## 3.2. Travel and Project-Based Employees

- 3.2.1 The daytime work period for travel and project-based employees is from 07:00 to 19:00 on weekdays. Overtime is paid for work outside of this period or beyond 7.5 hours per day, as per section 2.3.2 or section 2.3.3, as applicable.
- 3.2.2. Wages for travel and project-based employees are paid for time worked or for pre-agreed travel time, with a minimum of 4 hours, unless it is a long tour. On long tours, 11 hours per day are paid, while on camping or lodge tours, 12 hours per day are paid. If a long tour or camping tour is planned for an average duration longer than outlined in the travel plan, payment will still be made for all the time worked during the tour. The same applies if the employee must work beyond the planned time due to decisions by the travel organizer in emergency situations, such as passenger illness, provided that the travel organizer is notified as soon as possible.

Efforts should be made to ensure that travel time on long tours by bus does not exceed 9 hours per day.

3.2.3. The employer must seek the employee's consent for each tour, and the employee has the right to refuse tours when offered. The employee may accept more tours than those falling within 100% of daytime hours, but the wages for each tour are calculated as a separate project and are independent of the total working hours in the month.

### 3.3. Shift Work

3.3.1. In this agreement, shifts refer to predetermined work arrangements for guides who are employed under sections a or b in section 1.1 of this agreement.

Shifts must be at least three hours long, and each shift must be worked as a continuous whole.

#### 3.3.2. Shift schedule

Shifts should be scheduled for four weeks at a time, and the shift schedule must be presented at least one week before it comes into effect. Changes to the shift schedule may be made in consultation with the guide if necessary, following the notice requirements in sections 3.4.4.1 and 3.4.4.2 regarding tour cancellations.

#### 3.3.3. Overtime Pay

For work exceeding an average of 37 hours and 30 minutes per week in shift work, or 162.5 hours per month, overtime pay must be provided.

#### 3.3.4. Tour Cancellations

If a tour is canceled on a guide's scheduled workday according to the shift schedule, and no replacement tour is provided within the same month, daytime pay for the tour will be given.

## 3.4. Special Provisions on Working Hours

3.4.1. If a travel agency requests additional work outside of the agreed-upon working hours during hotel or camping/lodge tours, the employee must be compensated for the extra work based on the work contribution made by the employee.

#### 3.4.2. <u>Academic Lecture Outside of Working Hours</u>

If a guide delivers an academic lecture outside of regular working hours, separate payment must be made for the preparation and delivery of the lecture, with a minimum of 2 hours paid for each lecture.

#### 3.4.3. <u>Food Shopping/Cooking</u>

If a travel-based employee is responsible for food shopping and/or cooking for passengers, this must be agreed upon and paid for before the tour begins. Payment should consider the extent of the shopping and/or cooking.

#### 3.4.4. <u>Tour Cancellations</u>

#### 3.4.4.1. *Day Tours*

If a day tour is cancelled within 24 hours before the scheduled departure time for a travel-based employee, the tour must be paid in full at the wages that would have been paid, unless there are unavoidable causes (force majeure). However, the travel agency may offer the guide similar tours on its behalf or on behalf of others at the agreed-upon travel time without additional payment. If that tour is longer or falls outside the originally agreed period, additional payment will be made for the extra time.

#### 3.4.4.2. Long Tours

If a long tour is canceled for a travel-based employee, the entire tour must be paid according to the plan, unless the employee was notified of the change at least 5 days before the planned long tour was set to begin, except in the case of unavoidable causes such as strikes or natural disasters. However, the travel agency may offer the employee work on another tour or tours in place of the one that was canceled during the same period. Additionally, the agency may agree to give the employee priority for guiding in a

tour outside of the peak season in place of a tour that was canceled during the summer, if this suits both parties.

If the start and/or end day of a long tour is scheduled to be shorter than 3.75 hours, 3.75 hours will be paid for that day. If the day is scheduled to be shorter than 7.5 hours but longer than 3.75 hours, 7.5 hours will be paid.

3.4.4.3 If a guide refuses to take a tour during the same period that the original tour was scheduled, the payment corresponding to the substitute tour will be forfeited.

#### 3.4.4.3. Guide Withdraws from a Tour

If a guide withdraws from a tour with the same notice as stipulated in sections 3.2.4.1 and 3.2.4.2, they will be liable to compensate the travel agency with an amount equivalent to half of the guide's wages for the canceled tour, unless there are legitimate reasons for the withdrawal. The guide is allowed to find another guide to replace them on the tour. The choice of replacement guide is subject to the travel agency's approval. The agency's refusal of the replacement must be based on reasonable and valid grounds.

## 3.5. Public Holidays and Major Holidays

#### 3.5.1. <u>Public Holidays</u>

Public holidays include Maundy Thursday, Easter Monday, First Day of Summer, May 1, Ascension Day, Whit Monday, the Icelandic Commerce Day, and Boxing Day.3.5.2.

#### 3.5.2. <u>Major Holidays</u>

Major holidays include New Year's Day, Good Friday, Easter Sunday, Whit Sunday, June 17, Christmas Day, and after 12:00 on Christmas Eve and New Year's Eve.

## 3.6. Waiting Away from Home

If a guide is waiting for a tour away from home at the employer's request, they shall be paid 7.5 hours of wages per day according to the daytime wage rate. On weekends, shift bonus pay is provided as per section 2.3.1.

## 3.7. Stand-by Shifts

If an agreement is made with a guide to be on call for a specific day during a tour, they shall be paid 3.75 hours at the daytime wage rate, if the guide is not required to attend the tour. If the guide participates in the tour, payment will be made only for the tour according to the usual rules.

The payment rules for canceled tours do not apply to stand-by shifts.

#### 3.8. Minimum Rest

#### 3.8.1. <u>Daily Rest Time</u>

Working hours must be arranged so that each employee receives at least 11 consecutive hours of rest in every 24-hour period, calculated from the start of the workday. If possible, the daily rest period should cover the time between 23:00 and 06:00.

It is prohibited to schedule work such that the working hours exceed 13 hours.

#### 3.8.2. Exceptions and Compensation for Rest Time

In special circumstances, where it is necessary to protect valuable assets, the work shift may be extended to a maximum of 16 hours. In such cases, 11 hours of rest must be provided immediately following the shift, without reducing the employee's right to regular daily wages.

In cases where exceptional circumstances require deviation from the daily rest time, the following applies: If employees are specifically requested to report to work before the 11-hour rest period is completed, rest time may be postponed and granted later, with compensation time accumulating at a rate of 1½ hours (daytime wage) for each hour of lost rest. Employees may request to receive ½ hour (daytime wage) of the compensation time as payment. In all cases, at least eight consecutive hours of rest must be provided.

If an employee works late before a holiday or weekend, preventing the 11-hour rest period from being completed by the usual start of the workday, the same rule applies. If the employee works on a holiday or weekend, overtime is paid for the hours worked, with no additional payments due to the rest period being affected.

The above provisions do not apply to scheduled shift changes, where it is permitted to reduce the rest period to eight hours.

Accumulated compensation time must appear on the employee's pay slip and be taken in half or full days outside of peak business periods, in consultation with employees, provided that the accumulated compensation time is at least four hours. Upon termination of employment, any unused compensation time must be paid out and counted as part of the employment period.

#### 3.8.3. Weekly Rest Day

In every 7-day period, a guide must have at least one weekly rest day, which is directly linked to the daily rest period. The week is considered to start on Monday.

#### 3.8.4. <u>Postponement of Weekly Rest Day</u>

Whenever possible, the weekly rest day should be scheduled for Sunday, and as much as possible, all employees of the same company or working at the same location should have a break on that day. It is permitted to postpone the weekly rest day for guides so that it is taken after the tour has concluded, without any additional payment for the rest day. Only the days during which the tour is active shall be paid.

#### 3.8.5. Breaks

Employees are entitled to at least a 15-minute break if their daily working hours exceed 6 hours. Coffee and meal breaks are considered as breaks in this context.

Regarding the scope, rest time, work breaks, and other matters, reference is made to the agreement between the Confederation of Icelandic Labour (ASÍ) and the Confederation of Icelandic Employers (VSÍ) from December 30, 1996, concerning specific aspects of working time arrangements, which is considered part of this collective agreement. The above provisions supplement Article 13 of that agreement.

# 4. FOOD, ACCOMMODATION, TRANSPORTATION, AND TELECOMMUNICATIONS

### 4.1. Food and Accommodation

4.1.1. Guides who cannot return home during tours are provided with free meals, accommodation, and other travel-related expenses. If a guide must cover any expenses, they will be reimbursed without delay upon presenting a receipt.

Guides on tours must be provided with rest facilities during rest periods. Efforts should be made to ensure that the guide has access to accommodation of a comparable standard to that provided to the passengers on the tour.

If a guide is only offered substandard accommodation, such as sleeping bag spaces, a vehicle, or housing not typically intended for accommodation during hotel tours, half the per diem rate for accommodation, as determined by the State Travel Cost Committee, must be paid.

- 4.1.2. When employees need to stay for an extended period at a work location far from home, efforts should be made to provide them with a spacious private room that can be locked, has good ventilation, and is well heated. Ideally, each employee should have a locked storage area for clothes and personal belongings, along with access to bathing and sanitary facilities, protective clothing storage, and a place to dry work clothes.
- 4.1.3. A guide's working hours on a tour is not considered finished until they have arrived at the accommodation arranged by the employer.

#### Note on Accommodation - 2005, Amendment 2008

In hotel tours, it is preferable to provide single rooms with made-up beds, an openable window, a lockable door, and acceptable sanitary facilities. Efforts should be made to provide the guide with information about accommodation and meals during the tour before departure. If the facilities do not match the information provided or what was agreed upon between the guide and the travel agency, the guide commits to notifying the travel agency immediately. The travel agency will then do its best to improve the conditions or resolve the issue in another way.

Reports of poor accommodation for guides on tours around the country are sent to a joint committee that monitors such cases and evaluates the extent and nature of the problem. The committee may make suggestions for improvements if deemed necessary.

## 4.2. Transportation to and from Work

- 4.2.1. If a guide is called to work with less than one hour's notice, the employer must arrange transportation to the workplace. If public transport is unavailable at the end of the workday, the employer must also provide transportation from the workplace at the end of the work shift.
- 4.2.2. The employer is responsible for providing transportation for the guide to and from the departure and arrival locations if public transportation is not available.
- 4.2.2. On tours where the guide must stay away from home and transport significant equipment, such as travel documents, hiking gear, and other items, at the beginning and end of the tour, the employer must either provide transportation to and from the departure point or reimburse the guide for the verified transportation costs.

## 4.3. Telecommunications

The travel agency must ensure that the guide has access to a phone or communication device during tours. An agreement may be made for the use of the guide's personal phone as needed during the tour.

If a guide needs to use their own mobile phone during long tours to organize and confirm various aspects of the tour on behalf of the tour operator, an agreement should be made in advance. If no agreement is reached on payment for such usage, the standard compensation is ISK 500 per full day. If the guide believes that their phone expenses are higher, they must provide evidence of the costs incurred via a phone bill.

## SPECIAL COMPANY AGREEMENT PROVISIONS

## 5.1. Objective

The goal of the company section of the collective agreement is to strengthen cooperation between staff and management in the workplace with the aim of creating conditions for improved terms for employees through increased productivity.

The objective is to develop collective agreements in a way that benefits both parties, leading to mutual gains. Among other things, the aim is to shorten working hours while maintaining or increasing production. It should always be ensured that the defined benefits are shared between the employees and the company based on clear criteria.

## 5.2. Authorization to negotiate

As a rule, the company section applies to all employees covered by the collective agreements of the relevant unions. However, it is permitted to make special agreements for specific, distinct workplaces if agreed upon.

Negotiations on the company section take place under the peace obligation of general collective agreements and must be initiated by mutual agreement of both parties. The written agreement must specify who the agreement is intended to cover.

When negotiations have been decided, the trade union and the employer organizations are notified. Both parties, employees and company representatives, have the right to seek advice from the negotiating parties. Each party, or both jointly, may decide to call in representatives of the negotiating parties for consultation during the drafting of the agreement, immediately after the negotiations have been decided.

# 5.3. Representatives of the employees – representation in negotiations

Union representatives (shop steward) shall lead the negotiations on behalf of the employees in discussions with the company's management. The union representative is permitted to hold an election for 2 to 5 additional members to join the negotiating committee, depending on the number of employees, and together they will form a joint negotiating committee.

The union representative and elected members of the negotiating committee must be ensured adequate time during working hours to prepare and conduct negotiations. Furthermore, they must enjoy special protection at work, and it is prohibited to penalize them for their roles in the negotiating committee. Specifically, it is forbidden to terminate their employment due to their involvement in the committee.

In workplaces where there are union representatives from two or more unions, they must jointly represent the employees in situations where the company agreement affects their status. In such cases, it must be ensured that representatives from all relevant job categories participate in the negotiations, even if this causes the negotiating committee to expand.

Where no union representatives have been appointed, Leiðsögn - Tourist Guide Union can initiate the election of a negotiating committee.

## 5.4. Dissemination of information

Before entering into a company agreement, management must inform union representatives (shop steward) and others on the negotiating committee about the company's current status, future prospects, and employee policy.

The union representative has the right to information about wage payments at the workplace where they represent employees, to the extent necessary for enforcing the provisions of the company agreement.

During the term of the company agreement, union representatives shall be informed about the above-mentioned items and operational priorities twice a year. They are obligated to maintain confidentiality regarding this information, if it is not subject to public discussion.

## 5.5. Permitted adaptations

It is permissible, by agreement between the employees and the company, to adapt the provisions of the agreement to the needs of the workplace by making exceptions to the following elements, provided that an agreement is reached on compensation for employees:

- Four-day work week: It is permitted to complete the full weekly working hours for daytime work over four working days, if this is not prevented by law or other agreements.
- **Shift work**: It is allowed to agree to introduce shift work with a minimum of one month's notice. The shift period must last no less than one month at a time.
- **Overtime compensation in regular working hours**: It is permissible to transfer part of the overtime compensation into the regular working hours.
- **Time off in lieu of overtime**: It is allowed to agree to accumulate overtime hours and take equivalent time off during regular working days outside the company's peak periods. The overtime hours are accumulated and paid later as regular working hours, but the overtime premium is paid out.
- **Breaks**: It is permitted to agree on a different arrangement for breaks than what is stipulated in the main collective agreement.
- **Leave**: It is allowed to allocate part of the leave to reduce operations or close the workplace on certain days outside the company's peak periods.
- Performance-based wage system: It is permissible to develop a performancebased wage system without formal work studies if both parties deem it appropriate.
- Transfer of Thursday holidays: It is allowed to agree at the workplace that the contractual holidays for Ascension Day and the first day of summer, both of which always fall on a Thursday, may be moved to another working day, e.g., Friday or Monday, or linked to other employee leave. The decision regarding the new holiday or leave arrangement applies to all relevant employees and is based on the majority's choice. The same wages are paid on these days as on other working days, and employees retain their regular wages when taking leave on the new holidays. If employees are specifically requested to work on the new holidays, overtime pay is provided in addition to regular wages, unless the shift provisions of collective agreements stipulate otherwise. If the holiday has not been taken by the end of employment, it must be compensated in the final wage settlement with 8 hours of regular pay, based on full-time employment.

Exceptions to the general rules of the collective agreement beyond the above-mentioned elements are only permitted with the approval of the Commercial Federation of Iceland (LIV) and employer organizations. The employment contract must specify how the company section of the agreement is reflected in the employee's terms.

## 5.6. Remuneration of the employees

If an agreement is reached to adapt the provisions of the collective agreement to the needs of the company or to introduce other deviations from the work arrangements, which have been agreed upon, an agreement must also be made regarding the employees' share in the benefits the company gains from these changes.

The employees' share may be reflected in reduced working hours without a corresponding reduction in income, a fixed monthly or quarterly payment, a competence premium, a percentage increase on wages, a fixed monetary amount per hour worked, or in other ways, depending on what is agreed upon. The agreement must clearly specify what benefits the company gains and what compensation is provided to the employees. Both elements represent deviations from the collective agreement and may be terminated upon notice according to Article 5.7.

## 5.7. Entry into effect, scope and period of validity

The agreement on the company section must be in writing and must be presented to all those it is intended to cover in a secret ballot organized by the relevant employee negotiating committee. The agreement is considered approved if it receives the support of the majority of the votes cast. The relevant trade union must ensure that the agreed deviations and compensation for them, when assessed comprehensively, comply with the provisions of laws and collective agreements regarding minimum terms. If no notice to the contrary is received within four weeks, the agreement is considered approved by both parties.

It is permissible to implement the company agreement on a trial basis for up to three months, after which the final content can be settled in light of the experience. Otherwise, the agreement's duration shall be indefinite. After one year, either party may request a review. If no agreement on changes is reached within two months, either party may terminate the company agreement with a six-month notice, effective from the end of the month. After that period, both the agreed changes and the employees' share in the benefits will be nullified. For the termination to be binding, it must receive majority support from the relevant employees in a similar vote to the one held when the agreement was first implemented. If the employer terminates the company section of the agreement, the associated wage increases will only be reversed to the extent that they correspond to the cost increase resulting from the reintroduction of previous agreement provisions.

# 5.8. Effect of special company agreements on terms of employment

Changes to employment terms that may result from a company agreement are binding for all relevant employees, provided they have not formally objected to the agreement with the company's management and the employee negotiating committee before the voting took place.

The provisions of the company agreement apply equally to employees who are already working when the agreement is approved according to the provisions of this section, as well as to those who are hired later, provided they have been informed of the agreement's content upon their hiring

## 5.9. Handling of disputes

If a disagreement arises within the company regarding the interpretation or implementation of the company agreement and it cannot be resolved through discussions between the parties at the workplace, employees have the right to seek assistance from Leiðsögn - Tourist Guide Union and entrust the matter to them for resolution.

If no agreement is reached on the evaluation of the effects of termination according to the final clause of paragraph 2 in Article 5.7, either party may refer the matter to an independent arbitrator. The company will cover 65% of the costs, and the employees will cover 35%.

## 6. VACATION TIME

## 6.1. Holiday Entitlement

6.1.1. The minimum leave for an employee with either a permanent or temporary contract shall be 24 working days. Holiday pay shall be 10.17%.

An employee with 10 years of work experience or 5 years with the same company shall have 27 days of leave, and holiday pay shall be 11.59%.

An employee with 15 years of work experience as per Article 1.4 or 10 years with the same company shall have 30 days of leave, and holiday pay shall be 13.04%.

# As of May 1, 2024, for leave to be taken during the leave year beginning May 1, 2025:

- The minimum leave for an employee with either a permanent or temporary contract shall be 24 working days. Holiday pay shall be 10.17%.
- An employee with 8 years of work experience or 5 years with the same company shall have 27 days of leave. Holiday pay shall be 11.59%.
- An employee with 12 years of work experience or 10 years with the same company shall have 30 days of leave. Holiday pay shall be 13.04%.

One year of work experience is equivalent to 1,650 working hours in this context. All hours worked in guiding are counted towards this.

# As of May 1, 2025, for leave to be taken during the leave year beginning May 1, 2026:

- The minimum leave for an employee with either a permanent or temporary contract shall be 24 working days. Holiday pay shall be 10.17%.
- An employee with 5 years of work experience shall have 27 days of leave, and holiday pay shall be 11.59%.
- An employee with 10 years of work experience shall have 30 days of leave, and holiday pay shall be 13.04%.

One year of work experience is equivalent to 1,650 working hours in this context. All hours worked in guiding are counted towards this.

#### 6.1.2. Taking leave outside of the vacation period

Permanently employed workers who, at the request of the employer, are unable to take a minimum of 14 days of leave between April 1 and September 30 each year shall receive a 25% extension on the portion of their leave taken outside the legally designated time, or compensation equivalent to that.<sup>1</sup>

- 6.1.3. Holiday pay for project-employed staff shall be 10.17%, 11.59%, or 13.04%, depending on their work experience. The employer may request that the employee provides an employment certificate.
- 6.1.4. In the event of the employee's death, any accrued leave shall be paid to their estate.
- 6.1.5. Otherwise, the leave is governed by the provisions of the Vacation Act as applicable at any given time.

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<sup>&</sup>lt;sup>1</sup> This provision does not apply to guides employed on a travel or project basis.

6.1.6. If an employee falls seriously ill during their leave in Iceland or in a country within the EEA, Switzerland, the United States, the United Kingdom, or Canada, to the extent that they cannot enjoy their leave, they must notify the employer on the first day in a verifiable manner, e.g., by email, unless prevented by force majeure, in which case notification must be made as soon as circumstances allow.

If the employee fulfills their obligation to notify and the illness lasts longer than three days, and they notify the employer within that period which doctor is treating them or will issue a medical certificate, they are entitled to replacement leave equal to the time the illness lasted, as long as it can be proven. In these circumstances, the employee must always provide proof of illness with a medical certificate. The employer has the right to have a doctor visit the employee who has fallen ill during their leave. Replacement leave shall be granted by mutual agreement.

6.1.7. The same rules outlined above apply to accidents occurring during leave.

# 7. PAYMENT OF WAGES IN CASES OF ILLNESS AND ACCIDENT INSURANCE

### 7.1. Illness and Accidents

#### 7.1.1. Sick Leave Entitlement for Permanently/Temporarily Employed Workers

An employee retains their wages for two days for each month worked during the first year of employment with the employer.

After one year of employment with the same employer, the employee is entitled to retain their daytime wages for one month during any twelve-month period.

After three years of employment with the same employer, the employee is entitled to retain their daytime wages for two months during any twelve-month period.

After five years of employment with the same employer, the employee is entitled to retain their daytime wages for three months during any twelve-month period.

In all cases, the calculation is based on continuous employment.

#### 7.1.2. <u>Work Accidents and Occupational Diseases</u>

If an employee with a permanent or temporary contract is unable to work due to a workplace accident or while commuting directly to or from work, or if the employee falls ill due to an occupational disease, they are entitled to retain their daytime wages for three months in addition to the standard sick pay entitlement.

This entitlement is independent and does not affect the employee's general sick leave rights.

#### 7.1.3. Child Illness

During the first six months of employment with the employer, a parent is permitted to take two days for each month worked to care for their sick children under 13 years of age, provided no other care is available. After six months of employment, this entitlement increases to 12 days over a twelve-month period. The same applies to children under 16 years of age if the illness is severe enough to require hospitalization for at least one day. The parent retains their daytime wages, including shift premiums where applicable.

It is mutually understood that "parent" also refers to foster parents or guardians who are responsible for the child and serve in the place of the parent.

#### 7.1.4. Sick Leave Entitlement for Project- and Travel-Based Employees

The sick leave entitlement for project- and travel-based tour guides is the same as for other employees during their first year of employment, and it is calculated based on the total hours worked for the employer over the past 12 months. Full monthly working hours (162.5 active working hours) provide the right to two paid sick days. Two months of work provide the right to four paid sick days, and so on.

Sick leave entitlement for project- and travel-based tour guides beyond the above is the same as for other employees with permanent or temporary contracts, as outlined in Article 7.1.1. It is calculated based on the total working hours for the employer over the past 60 calendar months, providing entitlement to sick pay.

Sick leave accrual is based on worked daytime hours.

- 7.1.5. If a tour guide embarks on a trip on behalf of the same or another entity during the sick leave payment period, sick pay will cease from that time.
- 7.1.6. If a tour guide becomes ill before a trip and is rendered unable to work, they must submit a valid medical certificate at the request of the employer. If requested, the certificate must come from a company-appointed doctor.

#### 7.1.7. Work Accidents and Occupational Diseases

If an employee hired on a project basis is unable to work due to a workplace accident, or if they fall ill due to an occupational disease, they are entitled to retain their regular wages in proportion to their work contribution for the employer over the past 12 months. Wage entitlement is calculated on the basis that 1,688 working hours constitute a full year's work, and the proportion is determined by the hours worked. For example, if the employee has worked 844 hours over the past 12 months, they are entitled to retain daytime wages for one and a half months.

Wage payments will cease if the tour guide takes on work for another entity during this period.

This entitlement is independent and does not affect the employee's general sick leave rights.

Accident pay accrual is based on worked daytime hours.

#### 7.1.8. Medical Certificate

If a tour guide becomes ill and is unable to work as a result, they must notify the employer immediately. The employer will decide whether a medical certificate is required. If requested, the certificate must be from a company-appointed doctor.

## 7.2. Accident Insurance for Tour Guides

- 7.2.1. Employers are obligated to insure employees covered by this agreement against death, permanent medical disability, and/or temporary disability resulting from an accident at work or during the normal commute between home and the workplace. If the employee, due to their work, is residing at temporary accommodation away from home, the accommodation is considered their home, and the insurance also covers reasonable travel between home and the temporary accommodation.
- 7.2.2. The insurance applies to both domestic and international travel undertaken on behalf of the employer.
- 7.2.3. The insurance covers accidents occurring during sports activities, competitions, and games, provided these take place under the direction of the employer or employee organization, and participation in such activities is expected as part of the employee's job. It does not matter whether the accident occurs during regular working hours or outside of them. Accidents occurring during activities such as boxing, wrestling, motor sports, hang gliding, paragliding, bungee jumping, mountaineering requiring special equipment, rock climbing, scuba diving, or parachuting are excluded. If any of the above activities are part of the employee's work, work preparation, or training organized by the employer, the employer is responsible for ensuring that employees are also insured in these circumstances.

- 7.2.4. The insurance does not pay compensation for accidents resulting from the use of registered motor vehicles, where compensation is covered under mandatory vehicle insurance, whether liability insurance or driver and owner accident insurance according to traffic laws.
- 7.2.5. The insurance becomes effective for the employee when they begin employment (enter the payroll) and expires when they leave employment.

#### 7.2.6. Indexation and Adjustment of Compensation

Insurance amounts are based on the consumer price index for inflation protection, effective from February 1, 2008 (282.6 points), and are adjusted on the first day of each month in proportion to changes in the index.

Compensation amounts are calculated based on the insured amounts on the date of the accident but are adjusted with the consumer price index from the date of the accident to the settlement date.

#### 7.2.7. <u>Death Benefits</u>

If an accident results in the insured's death within three years of the accident, death benefits will be paid to the beneficiary, deducting any compensation already paid for permanent medical disability due to the same accident.

As of February 1, 2024, death benefits are as follows:

- To the surviving spouse: ISK 10,762,562.
   "Spouse" refers to an individual in a legal marriage, registered partnership, or a recognized cohabitation with the deceased.
- 2. For each minor child under the deceased's custody or for whom the deceased was paying child support under the Children's Act No. 76/2003, the compensation will be equal to the total amount of child pension that would have been due under social security laws until the child reaches 18 years of age. These are lump sum payments. When calculating compensation, the amount of child pension on the date of death shall be used as a reference. However, compensation for each child shall never be lower than ISK 4,305,025.Compensation is paid to the child's guardian following the employee's death. For young people aged 18–22 who lived with the deceased and were financially dependent on them, the compensation is ISK 1,076,256. If the deceased was the sole provider, compensation increases by 100%.
- 3. If the deceased was providing for a parent or parents aged 67 or older, the surviving parent(s) will receive ISK 1,076,256.
- 4. If the deceased leaves no spouse as defined in item 1, ISK 1,076,256 will be paid to the deceased's estate.

#### 7.2.8. <u>Compensation for Permanent Disability</u>

Compensation for permanent disability is paid in proportion to the medical consequences of the accident. Permanent disability is assessed based on a scale published by the Disability Evaluation Committee, considering the claimant's health once it has stabilized.

The base amount for disability compensation is ISK 24,538,641. Compensation is calculated as follows: for each disability point from 1-25, ISK 245,386 is paid; for each point from 26-50, ISK 490,773 is paid; for each point from 50-100, ISK 981,546 is paid. Full compensation for 100% permanent disability is ISK 67,481,263.

Disability compensation is also adjusted based on the claimant's age at the time of the accident, with a 2% reduction for each year over 50 years old. After the age of 70, the reduction is 5% per year, but the total reduction will never exceed 90%.

#### 7.2.9. Compensation for Temporary Disability

If an accident causes temporary disability, the insurance will pay daily benefits in proportion to the loss of work capacity from four weeks after the accident until the employee is able to work again or until the disability assessment has been completed, but for no longer than 37 weeks.

The daily benefits for temporary disability are ISK 53,813 per week. If the employee is partially able to work, the daily benefits are paid proportionally.

Daily benefits are paid to the employer while the employee receives wages under the collective or employment agreement, and after that, they are paid directly to the employee.

7.2.10. All employers are required to purchase insurance from a licensed insurance company in Iceland that meets the above conditions of the collective agreement regarding accident insurance.

Except where specifically stated in this section of the agreement, the insurance terms and conditions are governed by the relevant insurance company's policy and the provisions of the Insurance Contracts Act No. 30/2004.

The above accident insurance provisions and new compensation amounts apply to accidents occurring after February 1, 2024.

# Note on Insurance Company Terms – Appendix to the Agreement on Accident Insurance for Employees

The member organizations of ASÍ (Confederation of Icelandic Labour) and SA (Confederation of Icelandic Enterprise) will review, with the participation of insurance companies, whether the terms governing their insurance policies are fully in accordance with this agreement. The outcome of this review will also apply to this agreement.

## 7.3. Maternity/Paternity leave

- 7.3.1. According to the Act on Maternity/Paternity and Parental Leave No. 144/2020, parental leave is considered as part of the working period when assessing work-related rights, such as the right to take vacation and extend vacation according to collective agreements, seniority-based pay increases, sick leave entitlement, and notice periods. The same applies if a woman, for safety reasons, must stop working during pregnancy, as outlined in the regulation on measures to improve safety and health in the workplace for women who are pregnant, have recently given birth, or are breastfeeding.
- 7.3.2. Parental leave is counted as work time when calculating vacation entitlement, meaning the right to take time off, but not vacation pay.
- 7.3.3. Pregnant women are entitled to necessary time off from work for prenatal check-ups without any deduction from their regular salary, provided the check-ups need to take place during working hours.

## 7.4. Luggage Insurance

Travel agencies shall, at their own expense, insure the necessary luggage of tour guides for up to ISK 629,710 (based on the consumer price index as of February 1, 2024).

The insurance amounts are reviewed twice a year, on January 1 and July 1, tied to the consumer price index for inflation protection  ${\bf r}$ 

## 8. WORKPLACE FACILITIES AND SAFETY

## 8.1. Workplace Facilities and Safety

#### 8.1.1. <u>Workplaces and Workstations</u>

All workplace conditions are governed by Act No. 46/1980 on Working Environment, Health, and Safety in Workplaces and by the regulations of the Occupational Safety and Health Administration (Vinnueftirlit), Regulation No. 581/1995. The provisions of these laws and regulations apply equally to permanent workplaces and external workstations outside of the regular workplace.

#### 8.1.2. First Aid Kit

A first aid kit with basic medications and medical supplies must be available on any tour bus for use in case of accidents or injuries. The medications and supplies in the first aid kit are the responsibility of and under the control of the vehicle's owner/operator.

#### 8.1.3. Equipment in Tour Buses

Tour buses used for guiding tours must have a suitable workstation for the tour guide, including a seat that meets safety and health requirements, space for work materials, and all necessary equipment and safety devices. This includes a microphone, speaker system, fire extinguisher, and equipment that allows the tour guide to open the doors from both inside and outside. Vehicles used for driving tours must be equipped with a hands-free microphone system.

#### **Note on Vehicle Safety**

The contracting parties recognize that it is in the mutual interest of tour guides and travel agencies to ensure that vehicles used for tours comply with the safety regulations in use at any given time. Travel agencies will strive to ensure that first aid kits are available on buses, and tour guides are responsible for maintaining their first aid certification. Emphasis should be placed on encouraging passengers to use the available safety equipment, such as seat belts on buses. It is important that tour guides notify travel agencies without unnecessary delay if they observe any issues with the facilities or safety conditions.

Efforts should be made to provide rearview mirrors for tour guides on buses and to ensure good working conditions.

#### **Note on Insurance and Permits**

Travel agencies and tour guides will jointly ensure that they only collaborate with service providers in the tourism industry who have adequate insurance coverage for passengers and the required legal permits to operate.

## 9. SHOP STEWARDS

## 9.1. Selecting Shop Stewards

It is permitted to elect one permanently employed tour guide, who is a member of Leiðsögn - Tourist Guide Union, as a union representative (shop steward) at each workplace where 5 to 50 tour guides are employed, and two permanent union representatives if there are more than 50 tour guides in the company. Following the election, the relevant trade union 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

## 9.2. 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.

## 9.3. 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.

## 9.4. 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.

## 9.5. 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 notice shall be sufficient. Employees 'wages shall not be reduced in view of the first hour of the meeting.

## 9.6. Complaints

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

## 9.7. 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.

If a course for union representatives is organised in such a way that the representative is absent from work for no more than one day per week, representatives retain their daytime working income and shift premium for up to ten working days per year.

If a union representative attends an all-day course, he shall not be made to work that day.

## 9.8. Right to attend meetings

During collective bargaining negotiations, members of Leiðsögn - Tourist Guide Union who have been elected to negotiation committees are permitted to attend meetings during working hours. The same applies to representatives attending ASÍ's annual meetings and representatives in joint committees of ASÍ and SA. Efforts should be made to ensure that employee absences causes minimal disruption to the operations of the companies they work for and the employee must consult with their supervisor about their absence with as much notice as possible. Generally, no more than 1-2 employees from each company should attend. There is no obligation to pay wages for the hours an employee is absent.

## 9.9. 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.

# 10. PENSION FUNDS, SICK-PAY FUND, CONTINUOUS EDUCATION FUND

## 10.1. Pension funds

An employee pays a 4% contribution to the pension fund from all wages, and the employer in the same manner contributes 11.5%. Payments should be made to the General Pension Fund, unless otherwise agreed.

A tourist guide may, if they wish, contribute to the pension fund of their choice in the general labor market until the age of 70, even if they have started receiving a pension from another fund. However, this is subject to the rules of the respective pension fund at any given time.

In cases where a tourist guide makes an additional contribution to a private pension fund, the employer contributes as follows:

The employer's matching contribution amounts to 2% against the employee's contribution of 2-4%

### 10.2. Sick fund

The employer shall pay into the Sick Pay Fund of Leiðsögn - Tourist Guide Union an amount equivalent to 1.25% of the wages of tourist guides. This Sick Pay Fund contribution should be paid alongside pension fund contributions.

### 10.3. Continuous Education fund

The employer pays a 0.25% fee of the wages of tourist guides into the Continuing Education Fund of Leiðsögn - Tourist Guide Union, which should be paid alongside pension fund contributions. This contribution replaces the payment into the holiday fund of Leiðsögn - Tourist Guide Union.

## 10.4. Collection of membership fees

The travel agencies shall collect union fees for Leiðsögn – Tourist Guide Union from employees performing work covered by this collective agreement, unless an employee has expressed a desire to remain outside the union or pay union fees to another union to which they belong. Union fees are based on a percentage of total wages and shall be submitted along with pension fund contributions.

## 10.5. Vocational Rehabilitation fund

Employers pay 0.10% into the Vocational Rehabilitation Fund for permanently employed tourist guides, as per the declaration of ASÍ and SA attached to this agreement.

Should Leiðsögn - Tourist Guide Union join VR during the contract period, the following changes will be made to the provisions of Chapter 10 of the collective agreement as of the next month-end after the election results:

Article 10.1 regarding the pension fund:

An employee contributes 4% of all wages to a pension fund, and the employer likewise contributes 11.5%. Payments shall be made to the Pension Fund of Commerce (Lífeyrissjóður verslunarmanna), unless otherwise agreed.

 Refer to Law No. 19/1979, concerning the right of workers to notice periods from work and to wages during illness and injury absences. Also, refer to Law No. 55/1980, concerning wage conditions of employees and compulsory pension insurance. Article 10.2 regarding the sick pay fund:

Employers shall contribute 1% of employees' wages to the sick pay fund of the relevant union, unless higher payments have been agreed upon in collective agreements.

 Refer to Law No. 19/1979, concerning the right of workers to notice periods from work and to wages during illness and injury absences. Also, refer to Law No. 55/1980, concerning wage conditions of employees and compulsory pension insurance.

New Article 10.3 regarding the holiday fund shall read as follows, with other articles moving down:

Employers shall contribute 0.25% to the Holiday Home Fund of Commerce (Orlofsheimilasjóður verslunarmanna) based on the same wage base used for calculating pension contributions. The contracting parties agree that the relevant pension funds will collect this fee, along with an equivalent contribution to the Social Fund of Commerce (Félagsheimilasjóður verslunarsamtakanna) or other employer groups party to this agreement, as determined by the payer. The collection cost will be split equally.

 Refer to Law No. 55/1980, concerning wage conditions of employees and compulsory pension insurance.

Article 10.4 regarding training funds shall read as follows:

Employers contribute 0.30% of the wages of union members to the vocational training fund.

If, on the other hand, a company formally engages in training and invests comparable or greater amounts than the above-mentioned percentage, the contribution shall instead be 0.10% of the wages of the company's union members. The fund's board confirms that these conditions are met based on information provided by the company. The unions contribute a matching amount equal to one-fourth of the employer's contribution to the project.

- Refer to the agreement between VR/LÍV and the Confederation of Icelandic Enterprise (SA) on training matters from June 1, 2000.

### 11. NOTICE OF TERMINATION

# 11.1. Notice Period for Permanently Employed Tour guides

11.1.1. During the first two weeks of employment, there is no notice period.

After two weeks of continuous employment with the same employer: 12 calendar days.

After three months of continuous employment with the same employer: 1 month, effective from the end of the calendar month.

After two years of continuous employment with the same employer: 2 months, effective from the end of the calendar month.

After three years of continuous employment with the same employer: 3 months, effective from the end of the calendar month.

The provisions of Article 11.1.1 fully replace the provisions of Article 1 of Act No. 19/1979 on notice periods.

The notice period is mutual, and all terminations must be in writing.

11.1.2. If an employee is dismissed after at least 10 years of continuous employment with the same company, the notice period is four months if the employee is 55 years old, five months if they are 60 years old, and six months if they are 63 years old. However, the employee may resign with three months' notice.

## 12. PRIORITY FOR EMPLOYMENT

# 12.1. Priority for employment, union membership and education

- 12.1.1. Travel agencies and other parties to this agreement require that tour guides have completed tour guide training in accordance with the standard ÍST EN 15565:2008 or have equivalent education and/or experience or have received other training specific to the type of guiding or special projects for which the employee is hired. This may include, for example, specially trained glacier guides, diving guides, and similar roles. The parties to the agreement shall strive to hire only qualified tour guides.
- 12.1.2. Members of Leiðsögn Tourist Guide Union have priority for guiding work with travel agencies that are parties to this agreement. Likewise, travel agencies that are members of SA (Confederation of Icelandic Enterprise) and SAF (Icelandic Travel Industry Association) have priority to hire members of Leiðsögn Tourist Guide Union for guiding work.

## 13. HANDLING OF DISPUTES

## 13.1. Cooperation Committee and handling of disputes

Disputes concerning wages, terms of employment, or similar disagreements between an employee and an employer that may arise during the contract period may be referred to the cooperation committee by either party before taking social actions or going to court. The cooperation committee shall be composed of three representatives from each party. It is also possible to refer disputes to the cooperation committee in workplaces where there are no union representatives (shop steward), due to the small number of employees or for other reasons.

## 14. ACCRUED RIGHTS

## 14.1. Accrued rights

Accrued rights of employees shall be retained upon re-employment within one year. Similarly, accrued rights shall be reinstated after one month of employment if re-employed after more than one year, but within three years. An employee who has worked for one year or longer continuously with the same employer shall have their accrued rights reinstated after three months of employment if re-employed after a break of more than three years but within five years.

An employee who enjoys better terms than those provided in this agreement shall retain those rights while continuing in the same position.

## 15. VALIDITY PERIOD AND MAIN OBJECTIVES

## 15.1 Validity

The validity period of the collective agreements is from February 1, 2024, to January 31, 2028, and they will expire without any specific termination notice

## 15.2 Main Objectives

The main objective of this Agreement is to contribute towards reducing inflation and lowering interest rates, which is a matter of great public and commercial interest. The Agreement also aims to increase workers 'purchasing power, create economic predictability, reduce inflation expectations and strengthen the competitiveness of the Icelandic business sector. This Agreement also provides for increased productivity for all workers based upon measured productivity and increases to all wage rates included in the Agreement.

## 15.3 Conditions of this Agreement

To reinforce the premises and objectives of the Agreements, a special Wage and Premises Committee shall be established. This Committee shall consist of representatives of SA and representatives nominated by the negotiating committees of the ASÍ affiliate organizations involved in preparing the shares premises of the Agreement.

The Committee's task is to monitor the progress of the economic factors that may affect the objectives of the Agreement, to formally assess the premises of the Agreement and, as the case may be, to negotiate a response to failure to fulfill conditions that reaffirm the premises of the Agreement and to ensure that the Agreement retains its value. A formal assessment of the premises of the Agreement shall be made in September of 2025 and September of 2026.

#### A position shall be taken on the following premises in September of 2025:

- a) The premise that 12-month inflation does not exceed 4.95% as of August of 2025. This assumption about price level is considered to have been met if inflation over a period of 6 months from March to August of 2025 remains at 4.7% or less compared to the annual inflation rate.
- b) The premise that the proposed legislative amendments stated in a government declaration dated 7 March 2024 go through.

#### A position shall be taken on the following premises in September of 2026:

The premise that 12-month inflation does not exceed 4.7% as of August 2026. This assumption about price level is considered to have been met if inflation over a period of 6 months from March to August of 2026 remains at 4.4% or less compared to the annual inflation rate.

#### Response to failure of fulfilling conditions

The Wage and Premises Committee shall consider economic indicators over the period of validity of this Agreement in its decision regarding its response to deviations from the objective of the Agreement. Any response should have a positive effect on the progression of the objectives set by the Parties to the Agreement to reduce inflation and inflation expectations, to decrease interest rates, improve financial conditions for workers and the competitiveness of the Icelandic business sector. The Committee shall consider the economic situation in a comprehensive and holistic manner.

Instead of responding with wage rate increases as per this Agreement, the Committee may decide to respond in a manner better suited to the circumstances at the time. In the event that no agreement is reached regarding a response to failure to meet criteria, that Party wishing to invalidate the effectiveness of the Agreement shall notify of such as follows:

Re: the September 2025 review. Before 16:00 on 8 September 2025, in which case the Agreement shall be nullified on 31 October 2025.

Re: the September 2026 review. Before 16:00 on 8 September 2026, in which case the Agreement shall be nullified on 31 October, 2026.

## PROTOCOLS, DECLARATIONS AND ATTACHMENTS

# Protocol on skill analyses and professional certificates - 2024.

In a rapidly changing labor market, it is important that job skills are visible and validated. Some jobs in the tourism industry have undergone significant changes and become more specialized. The contracting parties agree on the usefulness of conducting skill analyses for these jobs.

Skill analyses are beneficial for employees and contribute to the competitiveness of companies, providing advantages for both employees and companies.

Skill analyses involves creating job profiles for specialized positions in the tourism industry in consultation with the Education and Training Service Center, where skill requirements for jobs are identified through analysis and assessment lists developed for specific jobs. Subsequently, skills are certified with the issuance of professional certificates. The contracting parties will identify which jobs fall under this agreement, with the goal of completing this summary by no later than June 30, 2025.

# Protocol on the arrangement of sick leave rights for travel and project-based employees - 2024.

During the period from September 1, 2024, to October 1, 2025, the contracting parties will review the implementation of sick leave rights for project-based employees and prepare educational materials to ensure that travel and project-based employees receive sick leave rights in accordance with the collective agreement. The parties will establish a timeline and work plan for this task. The first meeting will be held no later than September 10, 2024, during which the meeting schedule and work plan will be finalized. Either party may request the assistance of the State Conciliator if needed.

If the joint review concludes that the current arrangements are unclear or insufficient to ensure sick leave rights for travel and project-based employees, the parties will find alternative ways to implement the sick leave rights in the collective agreement.

## Protocol on false contracting - 2024.

Employees, as defined by this collective agreement, are those hired to perform tasks under the supervision of employers during agreed upon working hours, fulfilling the tasks specified by the employer and under the employer's responsibility. Employees receive wages and enjoy other rights in accordance with the provisions of this collective agreement.

Contractor agreements shall not be used in place of employee contracts, except in cases where the operation and the task at hand predominantly meet the criteria defined by the Tax Authorities for contractor work.

The contracting parties commit to ensuring that their members honor these contractual provisions, and that workplace inspections, in accordance with Law No. 42/2010 on workplace ID cards and workplace supervision, also include monitoring for false contracting.

## Protocol on quality and safety matters - 2024

To maintain and ensure safety in guiding in Iceland, the contracting parties will initiate a dialogue with the government to create a collaborative platform focusing on safety, quality, nature conservation, and the education of tourist guides. Simultaneously, the parties will engage with the government to update the guiding principles on safety and quality standards in the industry. This will include defining specific safety needs for various types of guiding, equipment, training, and education in each field of guiding. Furthermore, it will address how to maintain the knowledge and training of tourist guides in each field, while considering the laws and regulations in effect at any given time.

The contracting parties agree to continue working on implementing the recommendations of a designated group to strengthen and enhance the education and professional training of tourist guides, with an emphasis on consumer protection, nature conservation, and safety, as applicable.

The parties place particular emphasis on ensuring that safety equipment is adequate for the circumstances and complies with the safety regulations in effect at any given time.

The contracting parties will jointly encourage the government to take action against social dumping, thereby protecting the competitive position of the Icelandic tourism industry.

Work will commence on October 1, 2024. A status meeting will take place in April 2025, and the project will be completed by May 1, 2026. Either party may request the assistance of the State Conciliator to chair meetings if necessary.

# Protocol on work time arrangements and shortening of the workweek - 2019.

For large groups in the general labor market, agreements have been made regarding increased flexibility and the shortening of the workweek, with the aim of promoting family-friendly working hours and gender equality. The implementation of the workweek reduction varies in the agreements made for the majority of the workforce.

In the agreement between Leiðsögn - Tourist Guide Union and SA, a step will also be taken in this direction. During the term of the agreement, the parties, through the Cooperation Committee, will hold discussions on the implementation of the workweek reduction, considering the approaches taken by other groups in the general labor market.

# Protocol on the education and work of tourist guides – 2019, with an addition in 2024.

During the term of the agreement, the contracting parties will consult on ways to strengthen professional guiding in Iceland. In addition to education and work experience, which are assumed in the agreement, emphasis will be placed on safety in tourism, nature conservation, and the responsibility of companies and guides to uphold high standards in these areas. They will also collaborate on developing methods for formal recognition of the work of tourist guides in accordance with their tasks in various fields of tourism and will jointly work against social dumping to protect the competitive position of Icelandic tourism companies and tourist guides.

The aim is to establish regular continuing education courses for tourist guides [2024].

## Protocol on employment contracts - 2011.

The Cooperation Committee will explore the task of creating standardized employment contracts for tourist guides hired for tours, making them as simple and understandable as possible. The committee will also review the format of pay slips and make recommendations regarding their desired content. The goal is for the Cooperation Committee to meet in June and complete its work by July 1.

### Protocol on facilities in buses - 2011.

Travel agencies will encourage bus companies to install hooks for the tourist guide's coat and detachable mirrors for those who wish to use them.

## Protocol on hiking guides - 2008.

The contracting parties recognize that the work of tourist guides is diverse and varied, and that hiking tours are common in their work. Tourist guides who have specialized in challenging hiking routes, for example through special training and guiding more difficult routes than usual, are typically under increased physical strain. It is therefore reasonable to take into account the additional strain, responsibility, and equipment when determining the wages of hiking guides, in accordance with the specific tours.

## Protocol on driver-guiding - 2008.

Travel agencies should aim to establish their own rules regarding the maximum number of passengers for driver-guided tours, with a maximum of 16 passengers for long tours and 21 passengers for day trips. The size of the vehicles should be appropriate for the number of passengers.

## Protocol on the work of tourist guides

If significant complaints are received regarding the work of a tourist guide, the respective travel agency should attempt to resolve the matter directly with the employee. If unsuccessful, the matter should be reported in writing to the board of the Tourist Guide Union (FI), along with all relevant documents. This matter shall remain confidential between the travel agency, the tourist guide, and the board of the Tourist Guide Union.

## Protocol on continuing education

The contracting parties agree on the importance of improving the continuing education and professional development of tourist guides. To strengthen the cooperation between travel agencies and tourist guides, SAF will appoint two of the five board members of the Continuing Education Fund of the Tourist Guide Union.

## JOB DESCRIPTION OF TOURIST GUIDES

## 1. Objectives

Each tourist guide should strive to provide excellent service to customers and make each trip interesting and enjoyable. The guide should ensure, as much as possible, that passengers visit the sites listed in the itinerary and receive the services mentioned therein, as it is their responsibility to ensure that the trip is conducted as defined in the travel documents.

#### 2. Demands

The travel agency requires a general tourist guide certification. The tourist guide must have attended a first aid course. For specialized tours, the tourist guide must have expertise in the relevant field. A driverguide must have the necessary driving license for operating passenger buses. It is desirable for driverguides and tourist guides on longer trips to have 3-4 summers of experience in guiding work.

The travel agency is expected to provide a detailed travel itinerary. For longer trips, this includes passenger lists and service requests. The tourist guide receives these documents before the trip begins and is responsible for reviewing them thoroughly.

#### 3. Communication

The tourist guide must have one or more contacts at the travel agency. The names and phone numbers of these contacts should be listed in the travel documents. The tourist guide consults with these contacts regarding the following tasks:

- a. Delivery of passenger service requests before the trip begins.
- b. Any necessary changes that need to be made to the trip.
- c. Failure in outsourced services such as accommodation, meals, or activities.
- d. Safety issues in the tourist guide's opinion, such as with transportation (bus, boat, airplane) or regarding activities included in the trip.
- e. Unexpected incidents that may occur, as applicable.
- f. Completion of tasks at the end of the trip.

The tourist guide should consult with the group leader ("tour manager" or "tour leader") as necessary if they are part of the trip.

## 4. Professional responsibility and tour management.

The tourist guide is responsible for:

- a Ensuring that the tour guidance meets the quality standards of the travel agency, both in terms of presentation and content.
- a. Following the instructions of the travel agency during the tour. This includes departure and arrival times at destinations, the travel route, travel speed, various safety measures during the trip, and at the locations visited.
- b. Taking into account the cultural background of the customers, such as education, nationality, profession, etc.
- c. Informing customers of the rules that apply during the tour.
- d. Making customers aware of their own responsibility when they participate in activities that are not included in the tour for which the tourist guide is not responsible.
- e. In the event of unforeseen circumstances and if the liaison cannot be reached, striving to protect the interests of the travel agency and the customers.
- f. The overall management of the tour is the responsibility of the tourist guide. The driver, group leaders, and employees from foreign travel agencies (tour manager, tour leader) must follow the instructions of the tourist guide unless otherwise agreed.

## 5. Main Tasks

- a. In general, it is expected that the travel agency will send the tourist guide documents for longer trips by email or otherwise no later than five days before the trip begins. The tourist guide is responsible for reviewing the documents carefully, ensuring that nothing is missing, such as service requests, passenger lists, information about passengers, etc. The tourist guide collects service requests and other necessary documents from the travel agency before the trip.
- b. The tourist guide must arrive at the departure location no later than 15 minutes before the trip begins, especially when passengers need to be picked up from more than one location, such as when they are staying at multiple accommodations.
- c. The tourist guide must conduct the tour according to the itinerary provided by the travel agency. They are responsible for picking up passengers and returning them at the end of the trip.
- d. A driver-guide must also handle driving during the trip, ensure that the vehicle has the necessary permits for passenger transport, and make sure the vehicle is technically sound and clean.
- e. At the end of the trip, the tourist guide must submit the documents related to the trip to the liaison and provide a brief written report on the trip if requested. The report should include the group name, the number of passengers, trip duration, departure time and location, the vehicle registration number, the driver's name, and the main stops. Any issues with outsourced services should be specifically noted.

### 6. Other Tasks

During the tour, the tourist guide performs other duties at the request of the travel agency and by agreement.

APPENDIX
Wage Rates for Tourist Guides 2024-2027

Launaflokkur	1.2.2024	1.1.2025	1.1.2026	1.1.2027
L.fl. 1.				
Grunnlaun	470.927	497.183	523.439	548.695
L.fl. 2				
Grunnlaun	470.927	497.183	523.439	548.695
Eftir 1 ár	478.355	502.105	525.855	551.105
L.fl. 3				
Grunnlaun	476.225	501.276	526.248	551.645
Eftir 1 ár	490.364	514.114	537.864	561.614
Eftir 3 ár	506.220	529.970	553.720	577.470
Eftir 5 ár	509.844	533.594	557.344	581.094
L.fl. 4				
Grunnlaun	482.670	506.420	530.170	553.920
Eftir 1 ár	503.412	527.162	550.912	574.662
Eftir 3 ár	519.711	543.461	567.211	590.961
Eftir 5 ár	524.436	549.686	574.936	600.186