HANDBOOK FOR UNION REPRESENTATIVES

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1. Chapter- Union representative – duties and position

A union representative both represents and monitors for employees and for the union. This person is trusted to work conscientiously and protect the interests of all parties.

The Act on trade unions and industrial disputes, no. 80/1938 and the Act on collective agreements of public servants no. 94/1986 deal with union representatives.

1.1 Union representative

In collective bargaining agreements on the general labour market, it is prescribed that workers are authorised to elect one union representative at each work location where 5-50 workers are employed and 2 union representatives if the workers are more than 50 for a term of 2 years in each instance. After the election, the union in question nominates representatives to the position and notifies the company management about who has been nominated. Should it not be possible to hold an election, then representatives will be nominated by the union in question for a period of no longer than 2 years.

In article 28 of the Act on collective agreements of public servants no. 94/1986, it prescribes that employees are authorised to elect a representative from their own group at a workplace at least 5 employees, and the election shall take place at 2 year intervals. It is furthermore authorised to elect representatives for a union territory or part of it, for employees at workplaces that do not fulfil requirements for minimum number of employees.

Individual unions are however authorised to come to agreement on another arrangement for selection of representatives. It is necessary to notify the employer and the union board immediately about the result of the selection of representative in each instance.

If there is no provision to be found in the collective agreement on election, nomination or appointment of representatives then article 9 of the Act on Trade Unions and Industrial Disputes applies for the general labour market and article 28 of the Act no. 94/1986 on collective agreements of public servants applies for the public sector labour market.

A union that has nominated its representative at the workplace is responsible for his work as a union representative. In article 8 of Act number 80/1938 on trade unions and industrial disputes it states: *Trade unions are responsible for any breach of agreement which the union itself or its lawfully appointed shop stewards commit in connection with their functions of trust for the union.*

The union is responsible for the representative with respect to the workplace and the representative is responsible for himself with respect to the union. In accordance with this, the union can withdraw the representation of a union representative who has been nominated pursuant to the Act on trade unions and industrial disputes. In article 12 of the same Act on trade unions and industrial disputes. It states: *If a union representative neglects his duties in accordance with this Act, in the opinion of the trade union that nominated him, the executive committee of the trade union concerned is*

authorised to withdraw his representation.

1.2 Employee representative

The management are the representatives of the employer.

1.3 Legislation on the work of representatives

In articles 9-13 of the Act on trade unions and industrials disputes and in articles 28-30 of the Act on collective agreements of public employees, there is discussion on the role of representatives.

The role of representatives is often prescribed in the laws or articles of individual unions. There it says, among other things, that representatives shall monitor that company laws, articles and collective agreements are always complied with and that the social or civil rights of employees are not infringed.

- Social rights are, among other things, the right to be a member of a union which protects its members' interests with respect to employers, the right to work, to equality, to accommodation and health service.
- Civil rights include other things the right to personal data protection, freedom of worship, freedom of speech and the right to vote.

1.4 Time for a representative's tasks

In most collective bargaining agreements one can find provisions that enable a representative to conduct his representation tasks for the union during working hours. In the collective agreement on the general labour markets it states: *In consultation with the foreman, union representatives at the workplace are authorised to spend the time necessary to complete tasks assigned to them by workers at the workplace in question and/or by the union in question, in connection with their work as union representatives and their wages shall not be impaired for this reason. Representatives at the workplace shall have access to lockable storage or equivalent and access to a telephone in consultation with the foreman.*

In article 29 of Act number 94/1986 on collective agreements of public servants, a similar right is prescribed: *A representative has the right to execute his duties during working hours as long as he informs his superior of the purpose in each instance.* There it also says: *He shall be provided with a facility at the working place to, among other things, have private discussions with his colleagues, have meetings with them in coffee breaks or at the end of the working day where possible, provided with access to a telephone etc.*

Trade unions have also made an agreement with their counterparties on authority for representatives to attend meetings and conferences for a specific length of time per annum and to hold working place meetings. Representatives in the public sector shall retain unimpaired regular pay. This applies both to representatives in Unions affiliated to ASI and in BSRB. On the general labour market, there is no payment obligation that rests on the employers for this. The Labour Court interpreted the concept *consultation* in a judgement made on 3 February 1992. The court came to the conclusion that the concept *consultation* meant to seek advice and did not constitute a duty to receive an endorsement from the counterparty on intentions. Despite this judgement, it is most sensible for the representative to conduct his duties during working time that the foreman has agreed to.

1.5 Contact person between the union and the employees

The union representative represents the union at the workplace and as such, is the contact person between the union and the employees. Union representatives have the right to assistance in their duties from staff of the trade union. In article 10 of Act number 80/1938 on trade unions and industrial disputes in the general labour market, it states: *Union representatives are obliged to give the union that has selected them a report on complaints made by employees at the earliest possible opportunity. They shall furthermore give the trade union a report about instances where they consider that the employer or his representative has breached the rights of employees or their unions.*

In article 29 of Act number 94/1986 on collective bargaining agreements of public servants, it states on the same issue: *A union representative shall give a report to employees at the workplace and to the relevant trade union, about employees' complaints, at the earliest possible opportunity. The representative shall furthermore give the same parties a report on the nature of the employers infringement on rights of employees and of the trade union, and also on the remedies that have been sought.*

The report can be by word of mouth or a memorandum. The union and its representative come to an agreement on whether it shall be by word of mouth or written. It is most important that the report should be clear and presented in an organised manner.

In article 9 of Act number 80/1938 on trade unions and industrial disputes the following is stated about the duties of representatives on the general labour market:

The union representative shall take care that work agreements are

adhered to by the employer and his representatives and that the employees' social or civil rights are not curtailed.

In paragraph 1 of article 29 of Act no. 94/1986 on collective agreements of public servants, it states: *The union representative shall take care that the employer and his representatives always respect the collective bargaining agreement and the rights of employees, particularly with respect to holiday pay, occupational safety and health and safety.*

1.6 Courses for union representatives

In most collective bargaining agreements, there is a provision on courses for union representatives. In the collective agreement on the general labour markets it states: *Each union representative had the right to attend one course per annum. Those who attend a course shall retain day work income for up to one week per annum, for courses recognised by the parties to the agreement. In companies with more than 15 employees, union representatives shall retain their day work income for up to 2 weeks in the first year. This applies for one union representative per annum in each company where there are up to 50 employees and two union representatives where there are more than 50 employees.*

In an agreement on union representatives in the public sector labour market, which was made between the state and the salaries committee of the municipalities, it is prescribed that union representatives are authorised to attend conventions, meetings and conferences on behalf of a union for up to one week once a year without impairment of regular income. Then they can attend courses on social issues and be granted leave from work without impairment of regular income, and in some collective agreements, the length of time is prescribed. The director of the relevant institution shall be informed about such absences with reasonable notice.

1.7 Protection in work

Trade union representatives enjoy special protection by law. Article 11 of Act number 80/1938 on trade unions and industrial disputes prescribes that employers are unauthorised to dismiss union representatives on account of their work as representatives, or let them in any way suffer the fact that a union has charged them with executing representative duties for it. If an employer needs to reduce the number of staff, all things being equal, the representative shall have priority in retaining his job. In the event of an exception, this must be specifically supported by arguments.

Representatives who are elected on the basis of the Act on collective agreements of public servants shall furthermore in no way suffer in their work or in any other way because they have been chosen for this representation pursuant to article 30

of the Act. It is then specifically prescribed that it is an authorised to move a representative to a lower pay scale while he is serving as a union representative. A representative shall, all things being equal, shall have priority in retaining his job if he is selected from a group of employees who have been employed with a period of notice of dismissal.

1.8 Main tasks of representatives

1.8.1 Complaints direct to representative

Employees can go to their representative with their complaints, who is obliged to deal with them immediately. In order to fulfil his legal obligation to investigate circumstances of the case, the representative must have access to documentation that may be be relevant. In the collective bargaining agreement for the general labour market one can find authority for a representative to examine documents that are relevant to a dispute. *A union representative shall be authorised to scrutinise relevant documents and worksheets in connection with the dispute in question. Such information shall be treated as confidential.*

A union representative is obliged to listen without prejudice to complaints from his colleagues. In article 10 of Act number 80/1938 on trade unions and industrial disputes, it states: *Employees shall go to their union representative with the complaints about the employer or his representatives.* In article 29 of Act number 94/1986 on collective agreements of public servants it states: *Employees shall go to their union representative with their complaints.*

In order to make a judgement about a complaint, the union representative shall assess whether it is materially within the remit of a union representative and shall find arguments for his position. *The representative can commence an investigation if he suspects that the rights of his colleagues, or of the union are being infringed.* He must wait until a complaint is received. In legal provisions on union representatives, it is prescribed that when a representative has received a complaint or when he considers that he has reason to assume that the rights of an employee or of the union at his workplace are being infringed, he is obliged to commence an investigation immediately. If he comes the conclusion that the complaints or his suspicion are well founded, he is obliged to approach the employer or his representative with a complaint or claim for remedies.

A common provision in a collective bargaining agreement on the general labour market is: *The union representative shall pass on workers' complaints to the foreman or to other company managers before referring to other parties.* The wording "before referring to other parties" makes no limitations on the communications between the union and the representative. As a representative of the trade union, he must always be able to refer to the union when he considers this necessary. In addition to this, according to the law, he is obliged to submit his report to the union about all complaints he has received.

In the first conversation between the representative and the employee, the foundations are laid for everything that will follow. That is why he must proceed with care.

1.8.2 To listen

Your colleague has the right that you listen without prejudice to his complaint in the following sense: *to judge neither him nor his complaint in advance*. Make sure that it does not matter *who* is talking to you, but *what* he is saying. Try not to take an emotional stand on the person talking to you or his case. If you need to follow up the complaint, you should expect that you will need to support it with solid arguments and facts. Do not promise more than you can definitely deliver. You do not know whether the complaint is valid until you have heard the whole complaint and have had the opportunity to assess its content and nature.

The person talking to you must *see* and *hear* signs that he is being listened to. You can make certain of this by making notes

and asking questions about what he says.

- Ask if you are not entirely sure.
- Ask the complainant to better explain the things you consider important, or that surprise you.
- Reword what you consider important or that surprises you, and ask whether you have understood it correctly.
- Direct the interview again at the part that requires more detailed explanations, by asking for more details about it.
- At the end of the interview, make a summary of the circumstances of the case.

Be careful to have adequate time for the conversation. To ask may not be difficult. To receive useful replies is another matter. The person you are talking to may be in a state of emotional imbalance and may need time to settle down before the whole story is told.

- What do you need to do to take the next step?
- Is further information necessary?
- What others can provide you information or support you?
- What about your union? Remember that you can get expert assistance from the union.
- What is the best way to resolve the matter? How does the complainant want you to treat the issue? Make sure the available options are clear to the complainant. It is good practice to use the following question form, as appropriate:
    - WHAT - happened or was not fulfilled? (Did anything lead up to this case?)
    - WHO - was involved? WHAT - was the involvement of employees? WHAT - was the involvement of management? (Names, jobs and positions of those involved in the case. Other information can also be necessary, such as for example witnesses, if any).
    - WHEN - did the event take place or over what period of time?
    - WHERE - did the event take place?
    - WHY - did the event take place? (Try to find out whether the reason was lack of knowledge or intent).
    - HOW - can the matter be dealt with?

1.8.3 Writing notes

It is important to make notes. There are many reasons for their importance. Here are a few:

- You do not remember everything you hear.
- Written documentation helps you compare conflicting opinions or descriptions of the circumstances. It is not unusual that the person complaining will bring his version of the truth and and his superior will bring another.
- Writing notes disciplines you to structure the interview better and helps you to be more precise.

1.8.4 Write your notes for the purpose of recording the important elements. Report

According to the law, a union representative is obliged to provide his union with a report on employees' complaints. The report can be by written or verbal. When you seek help from the union, you are in fact giving them a report because you describe the circumstances of the case in order to get advice!

Everything that needs to appear in the report you can get by answering the questions here above. You could possibly add a description of how the matter was resolved. A short written report in your folder is valuable for you and for the person who takes over from you!

1.8.5 Investigation

According to the law, a union representative is obliged to investigate complaints about violation of the rights of the union or its members. An investigation is not a casual examination, but thorough scrutiny. In order to seek remedies, it is necessary to show what rights have been violated and in what manner. An investigation is the foundation for being able to demonstrate a violation and demand a remedy. The interview is an important tool for the representative when investigating, and he needs to resolve the matter with an interview. For this purpose, he may need to talk to colleagues, company management and company employees or public institutions and others who may have information about the circumstances of the case.

It may also be necessary to read laws, agreements, look at reports and other documents. According to most collective bargaining agreements, the representative has the right to scrutinise documents and work sheets that relate materially to the dispute. You can always seek advice from the union about this information. If you received documents as confidential information, you must tell union staff about this and take care that they are handled accordingly. If you are denied access to documentation that you requested, there is reason to consult the union. In many collective bargaining agreements, it is prescribed that the representative should inform the employer about the complaints, or other management, before going elsewhere. That, however, does not apply to the union. You can always seek advice from the union, as you are its representative.

1.9 Initiative for investigation

It depends on the nature of the case, how the investigation should be conducted and a number of factors decide the correct manner to proceed. In order to understand this better, it is good practice to examine who took the initiative in the case and the nature of the violation.

1.9.1 You take the initiative

According to the law, the representative is obliged to investigate a case if there is a suspicion of a violation of the rights of the union or its members.

1.9.2 Your colleague takes the initiative

The person who comes to you could have documentation that is needed to support the case, e.g. payslips or work sheets. You can also request that the party in question, collect such information and assist you with investigating the case. In this way he will become a more active participant and will be better informed about how his complaint is being handled. You also have the right to information from the company, you can request it. When enough information is available, you make the decision on whether to proceed with the case or let things be. Seek advice from the union.

1.9.3 The company takes the initiative

As a representative of union you are its contact person at the workplace. For this reason it contacts you, if it considers you to be in a better position than its employees to find information about a case. The representative has a different relationship with his colleagues than other company employees, and in addition is very familiar with the workplace.

1.10 Material and nature

In an investigation. One should reveal the material and nature of the alleged violation, *whether* there is a violation and if so, *what* and *how* the rights of the company or its members have been violated.

1.10.1 Violation or default on agreement

Unpaid wages, time records, facilities, holiday, time off and benefits are examples of issues in collective agreement, contract of employment, institutional contract or workplace agreement that disputes can arise from. Then it is necessary that appropriate agreements are examined. The main rule is that contracts of employment and other work agreements are in writing. If you need the assistance of lawyers, economists or other specialists, then ask for this from the union. The trade union movement has experts in various fields that are ready to help you.

1.10.2 Breaches of laws and regulations

Breaches of laws and regulations are indisputable reasons for intervention by you. Laws are always the minimum rights for employees and you must acquaint yourself with them. For example, one could name legislation on holidays, on employees' rights to pay during sickness, occupational safety and more. A great number of rights that are assured by law can also be found in the unions' collective bargaining agreements.

1.10.3 Breach of precedent

Agreements are not an exhaustive listing of rights and duties in the workplace. Customary practices that have existed unchanged for a long time and have thus become recognised, can be the grounds for an employee's rights. An unannounced change to a customary practice can therefore be considered a violation of the rights of an employee and thus a reason for complaining to the union representative. There is no universal rule on when one can invoke precedence. Each instance must be examined specially, with respect to how old the custom is, how clear it is and the extent to which has been followed. A representative who invokes precedent must demonstrate that a real customary practice exists.

1.10.4 Breach of management roles

If there is a breach of official company policy with regards to employees, then this can be a violation of employees' rights. Many companies have a specific policy with respect to personnel. You must know this policy and ensure that company management follow the policy.

1.10.5 Union assistance

After an initial investigation, the representative must decide whether it is appropriate to take further action. He may need to consult the union and receive advice on further action, or authority to resolve the issue. Most unions have lawyers and other experts on their staff that can assist union representatives or members if needed. If a representative considers himself to be in a position to resolve a dispute in the workplace without intervention of a third party, then he does that.

1.11 Conclusion of initial investigation

Before it is possible to assess whether a complaint is valid and within the remit of the representative, its content and nature must be compared with what can be expected of a representative. Always take good time to assess this.

You can decide to take the case and try to work towards a solution. You can also come to the conclusion that the case is not of that nature. Regardless of the conclusion, you shall first inform the person that consulted you about what your investigation revealed.

1.12 To reject a case

Many representatives feel that the hardest decision they have had to make is to reject taking on a case when it comes to

light after scrutiny that the complaint is not justified. The complaint may be for reasons other than that a right was violated according to the legal references you can apply. The complaint could nevertheless be for a reason that could be considered unfair to the employee. There may have been more factors than at first sight; the employee's own actions may have made things worse and thus undermined his position. Regardless of the circumstances, you must explain your conclusion and make it clear to the complainant why there are no grounds for action, provide arguments to support this, and preferably propose a solution to a problem that actually exists. If for some reason you decide not to take on the case, the complainant has the right to object. If he can show new and valid arguments in the case, you shall investigate it again. Otherwise, you shall give him guidance if you know of other feasible ways to go.

1.12.1 Do not postpone

It is important to inform the complainant immediately on your having come to the conclusion that the issue of the dispute is not a matter for you to handle. By reacting quickly, you show that the union takes notifications from employees seriously. Have as a main rule that you talk first to the complainant, though other people in the workplace are curious and wish to know what the union intends to do.

1.12.2 Explain your position

Choose a time when you can talk together without interruption. Go carefully over the circumstances of the case and explain why it is not a matter for the union to endeavour to find a solution to the problem. Look at the problem in the light of, for example, the collective bargaining agreement or legislation and explain why it is not possible to apply them in the case. If a similar case has been brought to you previously, explain it and its conclusion.

1.12.3 Respect your colleague's feelings

When a case is rejected, it is normal that the employee reacts by being angry or hurt. He may direct these feelings against you, the union or his superior. Let him release his emotions.

1.12.4 Try to help and guide

A formal approach to resolving a dispute in the workplace is only one possible way of handling the problem. The representative can also offer to accompany the employee to a meeting with his superior, or he can encourage the employee to take his case up at a staff meeting or at a union meeting, if the nature of the case is such that it belongs there. To share an experience with other people and to explain the problem is often a catalyst for possible solutions. If the employee's problems are personal, one can refer him to another party or help him find a way to handle it, e.g. with the assistance of specialists.

1.13 Decided to take on the case

When you have decided to take the case further, you shall write down what you have planned and in what order. Start by understanding the whole picture of the case. Then you shall find arguments for each individual part and find documentation and information that support the case. For assistance, one can consult representative of the trade union or lawyers, and ask their opinion and refer the legal dispute to the courts. The route taken will depend on the case, on what rights have been violated and the seriousness of the violation.

Advice from the union is often useful when arguments have to be provided and for selection of documentation. Carefully go over what you intend to say and how you intend to present the case. If you intend to make a claim for a remedy, you shall consider what it should be. You shall keep in mind which manager you intend to discuss the matter with, when and where you would prefer to discuss with him. You shall begin by discussing with the complainant or the union if you took the

initiative to investigate the case, and explain the conclusion of the investigation and why you decided to take the case further.

1.14 In general on arguments

The best way for a representative to get a remedy is by presenting valid arguments for his case. It is therefore important to be able to argue your case, to be able to convince others. For this purpose it can be useful to apply the 4 rules:

1. Do not assert something as a fact before it is clear and obvious and not possible to doubt, and avoid impulsiveness and jumping to conclusions.
2. Divide all problems into as small units as possible in order to be able to manage them better.
3. Think in the proper order. Begin with the simple and gradually move into the more complex.
4. Omit nothing and go over everything carefully so that you do not miss anything.

1.14.1 Have a vision of the conclusion at the outset

A representative is bound by his duties, according to the collective agreement and to law, and also by confidentiality and fidelity towards the trade union. The position of union representative is shaped by these duties and they also provide the guidelines as to what matters he should get involved in. The representatives arguments shall be characterised by honesty. If you succeed in reconciling this, there is a strong likelihood that you will be successful as a representative.

1.14.2 To consider and evaluate

The documentation and information that you collect when investigating the case do not only explain the matter in hand, but later also become arguments for your case. For this reason one has to have as detailed information as possible to be able to derive from it the elements that you consider will be most useful when presenting your case. You need to examine all documentation in a critical manner. Examine and compare information you receive in interviews; find discrepancies if there are any and try to reconcile or determine what is true, e.g. by taking another interview with those involved in the case. Compare documentation from the employer with the union's collective agreement, and determine whether they conflict. Check that everything is in accordance with the law and regulations that apply in each instance. Sometimes the dispute is clear at that point, but there are often disputes on how to interpret the content of the documents you have gathered. The union is ready to assist if you need it.

1.14.3 Black and white

Written documentation such as letters, agreements or laws usually carry more weight than the spoken word. Laws and agreements carry great weight as arguments, but there are often disputes on their interpretation. The courts are a final resort for deciding such disputes.

Those who have taken part in making agreements know that behind the wording of each article, lies a specific understanding by both parties. If a dispute later arises about how provisions of an agreement should be understood, efforts are made to find out what the will of the parties to the agreement was when it was made - what they thought they were agreeing on. Then the union should be consulted for an explanation - they worked on the agreement and they should understand the provision. The wording of laws and regulations can often be unclear or open, and the understanding of parties can thus vary. Then it is possible to examine reports or other accompanying documents where the objectives or spirit of the law often manifests itself. If this does not help, an option is to search in the Parliamentary record to find the comments made by those proposing the Bill and the discussions in Parliament which can further interpret the Act.

Case law can also cast light on explanations or on disputes on interpretation of laws and regulations. In court cases,

arguments often revolve around interpretation of the law, even explanations of concepts, and conclusions reached that could potentially apply to analogous instances in the future.

1.14.4 Views, facts and rumour

Common sense, wisdom and general knowledge are often valid arguments. The prerequisite for their being accepted is that the parties agree on what they mean. Opinions are subjective, they are what we think. Facts are objectives, what we could improve or provide arguments for. What do you rather believe, what other people think or what you see black-and-white? Opinions of 2 people do not necessarily agree, and definitely not if they are based on varying assumptions.

Rumour is not a fact, nor is it an opinion. Rumour will never be the basis for logical argument - or a part of a logical argument. Trace the path, talk to the person who made a statement and find the facts of the case.

1.14.5 Good arguments and bad

- What are good arguments? Good arguments can always be verified. You can test them in some way, check if they are true.
- Good arguments explain your opinion, there are clearer than what we maintain and they can lead to an opinion.
- Good arguments are reasoned and another directed at the person that we are dealing with.

1.15 Consult lawyers

Most unions have lawyers. Lawyers can give an opinion where they describe the rights they consider that the parties have, and why, and in this manner one can often avoid taking the case to court. Lawyers base their opinion on the reasons and documentation that they are given which makes it important to provide them with the best information possible and with all documentation that relates to the dispute. The more meticulous your preparation, the more reliable the lawyer’s conclusion will be. The lawyers search in agreements, laws, regulations and customs to support their case, and also precedent in case law, if found.

1.16 The legal route

One way to resolve a dispute is to go to the courts. One cannot seek an opinion from the courts, but rather one must present a specific defined case to the court. The court rules on the case on the basis of its assertions. A dispute in the labour market can variously be referred to a general court or to a labour court.

1.16.1 Case procedure

There are two kinds of case procedures in the general courts, depending on the type of case in question. Cases are categorised as civil cases and criminal cases. Criminal cases are those where holders of state authority bring a case for penalty pursuant to the law. All other cases are civil cases. Prosecutors decide whether criminal cases should be brought; such a decision is not in the hands of individuals. In civil cases, it is said that the originator of the case is in the hands of parties that can then decide, among other things, the claims that are made. The case is then judged on this basis. A dispute at a workplace can come before the courts as a civil case, e.g. an employee versus an employer, or as a criminal case. Judgements in the district court may be appealed to the Supreme Court on fulfilment of specific conditions. In this way, it is possible to have a review of the judgement in the district court. Judgements of the Supreme Court are final, and they are seen as precedent.

Labour Court

The Labour Court is a special court that only judges on legal disputes between unions and employers on interpretation of collective bargaining agreements and on breaches of Act number 80/1938. It has the unique position where parties to the labour market nominate two of the five judges that sit on the bench. Strong emphasis is placed on case procedure, e.g. when there is a dispute on the legality of a strike. With a very few exceptions, the rulings and judgements of the Labour Court are final and will not be appealed, see more specifically Chapter IV of Act 80/1938 on trade unions and industrial disputes, which deals with the Labour Court.

1.16.2 Other measures

Some collective agreements have provisions on special procedure for disputes in settlement committees, parties who can make rulings or in courts of arbitration.

One law - no swindling

Since 2016, ASI and its affiliated associations have conducted a project, One law - no swindling. The project is directed against under-bidding and black-market commercial activity, with the emphasis on foreign workers and young people who are starting their participation in the labour market. In this project, the emphasis is placed on a simple and clear message: everyone loses with under-bidding on the labour market and black-market commercial activity , **except those who swindle.** The objective of workplace ID cards and surveillance at places of work, is to ensure that employers and their employees comply with current law, regulations and collective bargaining agreements. It is furthermore to encourage the public to actively support the battle against violations on the labour market, e.g. by indicating criminal activities in the employment sector, modern slavery and trafficking wherever it can be found.

Cooperation with inspectors in workplace surveillance

Surveillance inspectors work according to the provisions of Act number 42/2010 and according to an agreement with the Confederation of Icelandic Employers on workplace ID cards and surveillance at workplaces based on laws on the same issue and an agreement regarding foreign workers. The trade unions appoint surveillance inspectors. There are 40 active surveillance inspectors from associations affiliated to ASI located across the country, and they variously work in one area or across areas and sectors. The purpose of the work is to inform and educate employees about rights, to check whether the collective bargaining agreement in force is being complied with, and to collect information on infringements against employees, about stealing the wages, whether payments are being made to unions and to demand remedies. The purpose is also to increase knowledge on the labour market in the area, of company behaviour and possible illegal activities, which is registered in a database constructed for this purpose. This is done to counteract stealing of wages, and under-bidding on the labour market, black-market commercial activity and other criminal operations and to follow these matters up. The surveillance inspectors also look around for trafficking characteristics, and whether legislation on occupational environment and health and safety is being complied with.

Main emphases

Education

- Inform employees and employers about rights and obligations
- Inform employees about union activities
    - Brochures on rights
    - Presentation of the trade union
    - Indicate rights related to e.g. Trade education/length of service
- Connections
    - Strengthen ties with members
    - Gain trust

- Gather information, scan for stealing of wages and for infringements
    - Asked to see wage-related documents
    - Know collective agreements and appropriate legislation

Surveillance inspectors who visit workplaces and conduct workplace surveillance, have the authority to request documentation of wages. Surveillance inspectors can request that a representative of the union in question provide assistance in surveillance. To further increase surveillance and gathering of information, it is necessary for the elected union representative to contact the appropriate surveillance inspector and inform him about suspicions of violations by an employer against an employee/employees.

Information:

The website https://www.ekkertsvindl.is/ - information, video, links - notification button.

The website http://www.skirteini.is/ on workplace ID cards, surveillance and surveillance inspectors

The website https://www.volunteering.is/volunteering/ about voluntary work, which in most instances is illegal in Iceland.

1.17 Working place meetings

A working place meeting is a meeting of members at the workplace. The meeting should should therefore proceed according to the union's rules of procedure at meetings. Managers do not have a de facto right to attend a workplace meeting unless they are members in the same union as the representative that called the meeting. A representative can of course invite guests to the meeting, if he and his union believe this to be advantageous.

A representative calls a workplace meeting in consultation with his union and company management. Unions assist their representatives in preparing and managing working place meetings.

1.18 The company part of the collective bargaining agreement

Most collective bargaining agreements have a provision about a company part in the collective bargaining agreement. The objective of the company-specific part of the collective agreement is to strengthen cooperation between employees and managers in the workplace in order to create grounds for better terms of employment for employees through increased productivity. Union representatives are spokesman in discussions with management. The union representative is authorised to have elections for two to five additional members of the negotiating committee, depending on the number of employees. The union representative and elected representatives shall be allowed a reasonable amount of time in working hours for preparation and negotiation.

At workplaces where representatives are in two or more unions, they shall jointly represent employees in those instances where the company agreement has an impact on their positions. When negotiations on the company part of the collective agreement have been decided, this must be notified to the union and to association of employers who made the agreement. The agreement on the company part shall be in writing and shall be submitted for approval to all parties that the agreement is intended to cover for secret ballot, which the appropriate employees' negotiating committee shall organise. An agreement is considered endorsed if it receives support from a majority of cast votes. The union in question shall ascertain that the agreed exceptions and recompense for these exceptions, assessed as a whole, comply with the provisions of law and of the collective agreement on minimum terms of employment. It important to keep in mind that agreement on the

company part of the collective agreement is part of the general collective agreement and does not have standing as an independent collective agreement.

1.18.1 Institutional contract

An institutional contract is a special contract between an institution and the relevant trade union and is part of a collective agreement. An institutional agreement is also intended to support a salary system that takes into account needs and tasks of the institution and of its employees. An institutional contract is thus a special agreement between an institution and the union about adapting certain parts of a collective agreement to the needs of the institution and its employees with reference to the nature of operations, organisation and/or other factors that give the institution a unique position. One of the objectives of an institutional contract is to move the decision on allocating salaries to jobs, closer to the place of work. An agreement is thus made in an institutional contract on the basic ranking of jobs and on which factors decide their ranking, and agreement is also made on personal and time related factors.

Joint committees are responsible for making, reviewing and amending an institutional contract. They have up to 3 representatives from union/employees and 3 from the institution. Union representatives can be representatives in a joint committee pursuant to provisions in a collective agreement, or can assist them.

1.18.2 Job evaluation

Agreement is made on job evaluation in The Federation of State and Municipal Employees collective agreements. Job evaluation is a way of evaluating jobs in a systematic manner, using objective criteria. In this way, the the reasons behind decisions on salaries become more visible and in such a manner that it should be possible to decide the same pay for similar or equally valuable jobs. With job evaluation, the requirements that underlie the job title in question are being evaluated, and one is thus not measuring the contribution each employee makes through his work.

Specific job evaluation committees conduct evaluation of jobs, and there is a separate professional job evaluation committee, which is the professional consultation forum for job evaluation. There is also a separate appellate committee in place.

1.19 Change of ownership of companies and collective dismissal

According to act number 72/2002 on the legal position of employees on change of ownership of companies, union representatives have a varied role. The representative should be notified with good notice if there is intention to sell, lease or transfer commercial operations to a new operator. If the operator intends to take some measures regarding employees because of such changes, he is obliged to consult with the representative for the purpose of coming to an agreement on such changes.

In article 5 of the Act on collective dismissal, it states that if an employer plans dismissals pursuant to article 1, he shall consult with union representatives as quickly as possible, with the intention of reaching an agreement. According to paragraph 4 of article 5 of the Act, the representative is authorised to enlist the help of specialists during the consultation and before the dismissals are made, and the cost of their work is not the responsibility of the employer. This provision allows the representative e.g. to consult specialists of the trade union in question. With the consultation, efforts shall be made to avoid collective dismissal or to reduce the number of employees that will be affected.

The Labour Court has come to the conclusion that the concept "consultation" constitutes seeking advice. In this case, however, what is prescribed is consultation *with the intention of reaching an agreement*. In this manner, special obligations are imposed on the employer that he endeavours to reach an agreement with the representative. Representatives have the right to receive all information from the employer that is important for the planned dismissals. An employer should provide

written information on the criteria that it is intended to use when selecting employees who shall be dismissed and on separate payments for the dismissals. The employer shall notify the management of the employment agency in the area in writing the dismissals and send a copy of the notification to the representative. Representatives can submit all observations that they wish to make to the management of the employment agency in the area. Representatives and an employer or his representatives shall respect confidentiality on information provided in connection with the provisions of this Act.

1.20 Close cooperation in occupational health and safety

Occupational safety and security in the workplace are in the hands of safety representatives. The union representative shall not handle these issues in any other manner than to ensure that they are in the hands of an appropriate party. There is however an exception for workplaces with fewer than 10 employees.

It is necessary that the safety representative and the union representative cooperate well. If the union representative considers that improvements could be made in occupational safety and security, he notifies the safety representative about his concerns.

The functions of safety representatives are as follows:

- In cooperation with the safety officer, safety representatives monitor compliance with laws and regulations on working environment, health and safety at the workplace. As representatives of the employees, safety representatives monitor that instructions from the Administration of Occupational Safety and Health are followed.
- Safety representatives can alert foremen if they consider that improvements could be made in these matters.
- Safety representatives and safety officers monitor everything that relates to occupational safety and that it is adequate, and additionally they make proposals or demands for remedies should this be necessary.

2. Chapter – Employees' rights

2.1 Working hours - rules on minimum rest

The Act on working environment, health and safety in workplaces deals with employees working hours, as do collective agreements.

2.1.1 The main rules on employees' working hours

- Employees shall have at least 11 hours continuous minimum rest during every 24 hour period.
- One rest day per week following directly from daily minimum rest, i.e. 35 hours continuous rest.
- An employee is entitled to at least a 15-minute break if his/her daily working hours exceed 6 hours.
- Maximum working hours per week shall, on average, not be longer than 48 active working hours, including overtime.
- If it proves necessary to impair daily or weekly minimum rest, employees shall be given corresponding rest at a later date.

2.1.2 Daily minimum rest time

Working hours should be scheduled in such a manner that during each 24-hour period calculated from the beginning of the working day, an employee shall have at least 11 hours continuous rest. If it is possible to arrange it, daily rest shall cover the period between 23:00 till 06:00. Right to time off is activated when minimum rest is impaired.

In the case of shift work, it is authorised to shorten daily minimum rest time at change of shift to up to 8 hours. This applies e.g. when an employee switches from day shift to night shift and vice versa. Normally, this exception will not be used more than once a week.

2.1.3 Weekly day off

In each 7 day period, an employee shall have at least one weekly rest day, which is directly concurrent with daily rest time. The employee thus has 35 hours continuous rest, once a week. A distinction must be made between a day off and a rest day. Generally, employees have the right to days off in each week, but only one of them is considered a rest day. A weekly rest day, to the extent that this can be arranged, shall be on Sunday. It is authorised to postpone a weekly day off with a collective agreement.

2.1.4 Maximum working time per week

Maximum employee working time **per week**, including overtime, shall not exceed **48 hours** on average over each four-month period. It is authorised to calculate that average on the basis of 6 or 12 month periods, on the basis of a collective agreement.

2.1.5 Active working time

In order for time to be considered working time, the employee must be at his place of work, be available for the employer and be working. These 3 conditions must be fulfilled simultaneously. Agreed working breaks and special days off are not covered by this definition, even if paid. This means that there is a difference between paid hours and working hours.

2.1.6 Night staff

Working hours of a night worker shall normally not be longer than 8 hours during each 24-hour period. Night workers whose

work is particularly risky or which entails considerable physical or mental pressure, shall not work longer than 8 hours during every 24-hour period.

Night workers that have health problems that can verifiably be attributed to working hours, shall, when possible, be moved to day work suitable for them.

2.2 More on rules on minimum rest - shift workers

2.2.1 Main rule on continuous 11 hour minimum rest per 24-hour period

Working hours should be scheduled in such a manner that during each 24-hour period calculated from the beginning of the working day, an employee shall have at least 11 hours continuous rest. The beginning of the working day means the normal starting time for an employee or group of employees. In shift work the reference is a marked working day on the shift schedule/roster. If it is possible to arrange it, daily rest shall cover the period between 23:00 till 06:00. When instances arise where an employee completes his working day so late that there are fewer than 11 hours until the beginning of the next working day, he does not have to turn up for work until 11 hours have passed and his wages are not impaired correspondingly.

Example 1: Regular employee working time starts at 8:00 on Monday. Employee works until 23:00 that day. At the end of his working session he takes 11 hours rest. The employee then should turn up for work at 10:00 on Tuesday, without corresponding impairment of wages. It is unauthorised to organise work such that working hours in a 24-hour period, exceed 13 hours.

2.2.2 Exception from 11 hour daily minimum rest time - exception provisions

Under certain circumstances it is authorised to deviate from the main rule of 11 hours minimum rest per 24-hour period.

When organising change of shift, it is authorised to shorten employees' continuous minimum rest time to anything up to 8 hours, e.g. when an employee switches from morning shift to night shift according to the organisation of the shift schedule. As this is an exception from the main rule of 11 hours continuous rest, one must require that the organisation of the shift cycle is such that changes between varying types of shifts are as few as possible in the shift cycle and that in general, this exception is not applied more often than once a week. Under special circumstances, it is authorised to shorten continuous minimum risk to up to 8 hours and to lengthen a working session up to 16 hours, i.e. because of unforeseen events. Should there be disruption of operations because of external circumstances, such as natural events, accidents etc., one may deviate from the provisions on daily minimum rest time to the extent necessary to prevent significant damage, until regular operations have recommenced.

2.2.3 Weekly day off

For each seven-day period, an employee shall receive at least one weekly day off, which is directly related to daily rest time and this should be on the assumption that the week commences on Monday. The employee that has a right to 35 hours continuous rest (11+24), once a week. To the extent possible, the weekly day off shall be on a Sunday.

Example 2: An employee is called out on Saturday and works until 24:00. He has a rest day on Sunday (24 hours). He thus receives 8 hours rest in connection with his weekly rest day. There are 3 hours lacking if he is to have the full 11 hours rest in connection with the rest day. In order to have the rest time, he does not have to turn up to work until 11:00 on Monday morning.

It is authorised to deviate from the main rule of weekly rest day with an agreement at the workplace, or if such was agreed

in the collective agreement. The taking of rest days shall be organised such that instead of a weekly rest day, there are 2 continuous rest days every 2 weeks.

2.2.4 Right to time off

If an employee completes his working day so late that there are fewer than 11 hours until the normal start time of the next working day, the employee shall not turn up for work until 11 hours have passed. If the manager has however judged that there is an extreme necessity that an employee turn up for work before 11 hours continuous minimum rest are completed, right to time off is activated, which is 1½ hours for each hour that the rest period was impaired. Accruement of right to time off is not limited to whole hours.

Example 3: If example 2 here above is used, then the circumstances are such that an employee specifically asked by his superior to turn up at 8:00 on Monday morning, gains right to time off amounting to 4.5 hours (3 x 1.5 hours).

It is necessary to keep in mind that the employee does not need to turn up to work until after 11 hours' rest unless he has been specifically requested to do so. If an employee however turns up for work before he has completed the rest time, he does not gain right to time off. According to the collective agreements, there are a number of factors that specifically activate right to time off, and one can read about this in the agreements. Examples of this are when continuous rest is interrupted with a call out and if working hours exceed 16 hours. In addition to this there is increased right to time off as a result of continuous work in excess of 24 hours. Finally, one could mention the instance of working before a rest day.

2.2.5 Taking right to time off or payment for part of right to time off

Right to time off accrued by an employee shall be shown on his payslip and shall be granted in half or whole days. Right to time off shall be granted in consultation with the employee and efforts made to grant the time off as quickly as possible, or in a regular manner, to prevent this right accumulating. It is authorised to pay out ½ hour (day work) for each 1½ hour of time off in lieu, if the employee so wishes.

2.3 Compensation for accidents and occupational diseases

The following overview gives a picture of the main employee rights related to occupational accidents and occupational diseases that can be deduced from collective bargaining agreements and general rules on compensation. The overview is not exhaustive, and the provisions on compensation in collective agreements are not all the same. The right to compensation can also exist within the social security system and in sickness funds of the trade unions. Those rights will not be dealt with here.

2.3.1 Occupational accident

An occupational accident is a sudden external event (accident) which causes damage to an employee and which happened to him at work or while working or on his direct/regular way to or from work.

2.3.2 Compensation rights for occupational accidents

Occupational accidents that cannot be attributed to the employer, including an accident on the direct/regular way to or from work, create the same right to payment as in absence from work and sickness. And pay for day work for up to 3 months is added.

- Absence as a result of occupational accidents that are paid as sickness rights are not included with other absences for each 12 month period when the right to payment is calculated.
- Each individual accident also creates an independent right to day work pay for 3 months.

- The employer pays for transporting the injured person to his home or to the hospital and also pays normal medical costs while he is on wages, other than those paid by Iceland Health Insurance. In collective agreements on the public sector labour market, it is stated that the employer pay the employee outlay costs resulting from an accident at the workplace and that the Icelandic Health Insurance does not compensate.

An occupational accident that can be attributed to the employer or to a party for whom he is responsible are subject to damages according to general rules. That means that all financial and non-financial (distress) damage is paid, whether this is temporary damage (loss of earnings during absence) or permanent (disability).

- The employer bears all sickness and transport costs, other than that which Icelandic Health Insurance pays.
- If an employee bears part of the responsibility of his damage, then this can lead to the blame being divided between him and his employer, resulting in a reduction of compensation.
- Many employers hedge this risk by purchasing liability insurance for damage for which they are liable for compensation, and in such instances the insurance companies adopt their legal position.

Employers are obliged to purchase occupational accident insurance for their employees, according to the collective agreements. The insurance is normally valid for accidents at the workplace or on a normal journey to or from work. Disability compensation is paid for permanent disability which is calculated in percentage points. Per diem is paid for temporary disability and compensation for death on the death of an employee.

2.3.3 Accident in time off

Accidents in time off that cause absence from work create the same payment right as sickness. According to some collective agreements, occupational accident insurance applies to accidents that employees suffer in their free time.

2.3.4 Occupational diseases

An occupational disease is a disease caused by work. This is a specific development or sequence of events that the employee is subject to in his work, or because of the conditions in which he works and that over a period of time, lead to a disease that affects his competence to work.

2.3.5 Right to compensation for occupational diseases

An occupational disease that cannot be attributed to the employer creates the same right to payment during absence from work as sickness. And pay for day work for up to 3 months is added.

Absences for occupational diseases that are paid as sickness rights are not calculated with other absences over each 12 month period when right to payment is calculated.

Each and every occupational disease additionally additionally creates individual rights to day work pay for 3 months.

Occupational diseases that can be attributed to the employer or to another party he is responsible for, are liable for damages, according to general rules, in a similar manner as occupational accidents that can be attributed to the to the employer. This means that all financial and non-financial damage (distress) is paid, regardless of whether it is temporary damage (loss of earnings in absences) or permanent (disability).

2.3.6 Legal position in the event of bankruptcy

When an employer becomes bankrupt, compensation for accidents or occupational diseases, to the extent that they are not paid by the employer’s insurance, are paid from the Wage Guarantee Fund according to more specific rules on this process.

2.3.7 Necessary measures and better rights - duty to notify

All accidents at the workplace and occupational diseases must be notified to the Administration of occupational health and safety, Icelandic Health Insurance and the relevant insurance company. An investigation by the police and by the Administration of occupational health and safety is necessary if physical damage has been sustained, and is often primary documentation for proving cause and liability for compensation. It is also necessary to keep all receipts for outlay costs and damage to property.

It is important to notify an accident as soon as possible and to obtain a certificate of injury, as the consequences of accidents do not always emerge until a later date.

In many instances it is necessary to obtain guidance from trade unions, from their staff and lawyers, in order to ensure proof and of all rights according to the relative collective bargaining agreement, insurance and laws. On the Administration of occupational safety and health websitewww.vinnueftirlit.is, it is possible to electronically report an occupational accident, or download a specific form for notification of occupational accident to the Administration of occupational safety and health. According to article 79, 80 and 81 of Act number 46/1980 on working environment, health and safety in workplaces, the Administration of occupational safety and health shall be notified about all accidents where an employee loses his life, or becomes unable to work for one or more days as quickly as possible and no later than within 24 hours. The employee is also obliged to submit a notification to Iceland Health Insurance in the event of an occupational accident, see here (occupational accident) and the form for notification of occupational accident.

2.4 Compensation for occupational accidents and diseases - public sector labour market

The right to pay during illness or in the event of accident is normally calculated in calendar days and not in working days, and this is clearly stated in the text of the collective agreement. The number of days depends on the length of service the relevant person has.

There are almost always special additional rights for an occupational accident or accident on a direct route to or from work or for an occupational disease. This does not however cover state employees who have the longest illness rights (273 days and 360 days). Additional rights are only based on day work rates for up to 3 months, and come as an addition if needed, when the number of days allocated for sickness rights have been expended.

2.4.1 Wages in absence due to occupational accident, accident per diem and insurance

An employee must be paid wages from the beginning of the absences in the event of an occupational accident or accident on a direct/normal route to or from work. If an employee is unable to work as a result of an accident of this nature for at least 10 days, Iceland Health Insurance pays per diem (accident per diem) from and including the 8th day after the accident occurred. The institution/employer has a right to these payments for the time that the person in question is being paid wages, but after that they are paid to the employee. See in more detail, article 11 of Act number 45/2015 on accident insurance from social security and information on the website of Iceland Health Insurance (http://www.sjukra.is/slys/slysatryggingar/) on accident insurance and (http://www.sjukra.is/slys/slysatryggingar/til-hvada-slysa-taka-tryggingarnar/vinnnuslys/) on occupational accidents. Notification of an occupational accident needs to be received by Iceland Health Insurance for per diem (accident per diem) to be paid. In addition to accident per diem, right, may be activated for other accident insurance compensation from Iceland Health Insurance, such as for disability and death compensation. Employees are generally insured for accident, for death or permanent disability resulting from an occupational accident, i.e. accidents that they suffer while working or on a normal route to or from work, etc. *With most state employee unions, but not all, rules number 30/1990, apply to the conditions of state employee accident insurance*

pursuant to collective agreements, for accidents that employees suffer in their work. Demands for payment. According to the referenced rules must be sent to the Office of the State Attorney. Further information can be found on the website under accident insurance for disability or death. Disability or death resulting from an occupational accident or from other circumstances, normally activate rights from the relevant pension fund.

2.4.2 Outlay costs resulting from occupational accident

An employee must be paid those costs that he has sustained as a result of an occupational accident that are not compensated by Social Security accident insurance pursuant to article 10 of Act number 45/2015 on Social Security accident insurance.

Notification of an occupational accident needs to have been received by Iceland Health Insurance for that institution to compensate the part of an employees costs that the institution is obliged to compensate pursuant to the named legal provision. The employer needs to fill out the form and inform about how he chooses to arrange settlement of the employees outlay costs as a result of an occupational accident, and this can be done in 2 ways. On the one hand, such that Iceland Health Insurance pays the employee what he is due and the employer pays him any remaining outlay costs. On the other hand, the institution can pay the employee all outlay costs and can receive repayment from Iceland Health Insurance for the part to be paid by that institution. Iceland Health Insurance compensates outlay costs. In those instances where the employee is unable to work as a result of an occupational accident for at least 10 days, but it is however authorised to make an exception to this condition. See further in article 27 of Act no. 117/1993.

2.4.3 Joint committee on sickness rights

A special joint committee shall deliberate on interpretation and elaboration of individual provisions on sickness rights. The committee comprises Representatives of parties to the agreement made between BHM, BSRB and KI on the one hand, the Minister of Finance p.p. State Treasury, City of Reykjavík and the Salaries committee of the municipalities, from 24 October 2000. There are 6 representatives on the committee, i.e. 3 from each side.

2.4.4 Accident insurance for disability or death

Accident insurance for an employee’s death or accident are dealt with in the collective agreement. Specific rules from 1990 deal with the conditions for state employees’ accident insurance, pursuant to the collective agreements, for accidents that the employees suffer in or outside work. For municipality employees, this is mainly in the collective agreements and the rights of the same for an accident that happens in work as for outside work. In the collective agreements, insurances dealt with in chapter 7 in almost all cases. Reference is normally made 2 specific rules from the Ministry of Finance with respect to conditions for accident insurance, i.e. on the one hand for accidents in work and on the other hand, for accidents outside work (in free time). According to these rules, permanent disability or death as a result of an accident is insured in varying manners, depending on whether the employee suffers the accident in or outside work. Generally, the same rules apply to civil servants. See further, rules of the salaries committee from 18 June 2003 and the ruling of the Labour Court from 18 July 1997. The above specified rules cover most groups of public employees with the conditions that are prescribed there. They are based on medical assessment and have fixed amounts of money which an index to the consumer index. This means that financial damage or age and salary of the injured person have no impact on the amount of compensation. This means that 2 employees who were assessed as having an equal number of disability points, would receive equal amounts even though the disability could cost one of them his job and the other not. For certain groups, other rules apply, i.e. when parties have made a different agreement in a collective bargaining agreement. The main examples of this are the state collective bargaining agreements with municipality workers’ unions but not with the City of Reykjavík employees’ union. The state has also made an agreement with the National police officers’ union on different insurance and different insurance conditions where this insurance is purchased from an insurance company.

2.4.5 Employees rights for physical damage or damage to possessions

Employees who suffer physical damage or damage to possessions inflicted by an individual who can to a limited or to no extent, be responsible for his actions, have the right to direct the claim directly at the employer.

Matters of opinion have arisen about where employees should direct a claim for damage they suffer when conducting their duties. This has been particularly tested when the employee involved provides treatment to an individual who can to a limited or to no extent, be responsible for his actions. Up to this point in time, the employee himself has had to initiate proceedings against the party that caused the damage, but it is understandable that he should be reluctant to do so as these are often sick individuals. With this protocol, an employee is able to direct a claim for damages at the employer instead of needing to direct it against individuals that caused the damage.

2.5 Sickness rights

The following overview gives a picture of the main employee rights in sickness. The overview is not exhaustive and the provisions of the collective bargaining agreements are not all the same, as is commonly the case. Rights may also exist within the public insurance system and in sickness funds of the trade unions when sickness rights bound in law and in collective bargaining agreements no longer apply. Those rights will not be dealt with here.

2.5.1 Absences that must be paid for

Absences that must be paid for mean absences that result from mental or physical illnesses or an accident that the employee has suffered outside work (free time accident) and that hinder him from doing his work and/or result in or could result in him being unable to work.

2.5.2 Unfit for work

Being unfit for work means that the employee is unable to do his work, or unable to attend for work because of necessary measures to prevent him becoming unfit for work.

2.5.3 Proof and dispute

Absence and being unfit for work must be proven with a doctor’s certificate, certificate of being unfit for work, if the employee demands this pursuant to authorisation in the collective bargaining agreement. The doctor’s certificate need not show other information than that which is necessary as the employee enjoys protection of his private life, and his relationship with the doctor in question is confidential. This is therefore not a traditional doctor’s certificate.

The employer pays for the doctor’s certificate given that the illness is immediately notified to the employer on the first day of illness and that employees are always obliged to submit a doctor's certificate. In general collective bargaining agreements, the duty to pay rests on the employer if he requires that the employee provide a doctor’s certificate.

Disputes are common on the one hand, on whether all illnesses create rights and on the other hand, the definition of unfit for work. For example, a person who has a medical procedure is normally fit for work when he goes for the operation, but then subsequently is unfit for work as a result of the operation. This is therefore important to investigate the type of operation in question in each instance. Absence as a result of cosmetic surgery are for example, generally not subject to payment while a stay at a rehabilitation and health clinic can be subject to payment if the purpose of the stay is to prevent the employee from becoming unfit for work.

2.5.4 Length of illness rights - general labour market

The minimum rights are defined in article 6 of Act number 19/1979 where it states: “During the first year of service with the

selfsame employer labourers shall not forfeit any of their wages, in whatever form these may be paid, for two days in respect of each month of service…"

In article 5 of the same act there is discussion on the rights of those who have worked for the same employer for one year continuously longer. There it states: "All permanently engaged labourers who have been engaged in service with the selfsame employer continuously for one year shall, when they are excused from work on account of diseases or accidents, not forfeit any of their wages for one month in whatever form these may be paid.

In case such employees have been engaged with the selfsame employer continuously for three years they shall, in addition to that which is stated in para. 1, retain their daytime wages for one month, but two months after five years of continuous engagement with the selfsame employer…."

The role that new rights are created with absences of a new type (rule of repetition) is no longer in force and the right is now holistic with reference to a 12 month period prior to the date when the absences with payment obligation commence.

Better rights have been agreed on in the collective agreements than are described here. The collective agreements are not all the same, and is therefore necessary to examine each individually.

2.5.5 Sickness rights - minimum provisions of collective agreements - general labour market

When calculating sickness days, working days are counted.

- In an employee's first year of service, he gains 2 days for each worked month.
- After one year continuous employment with the same employer, one month is paid with deputy wages.
- After two years continuous work with the same employer, one month is paid with deputy wages and one month at day rate wages.
- After three years continuous work with the same employer, one month is paid with deputy wages and two months at day rate wages.
- After 5 years continuous work with the same employer, one month is paid with deputy wages, one month at full day rate wages (i.e. day rate wages, bonus and shift premium) and 2 months at day rate wages.

2.5.6 Rights to transfer

Employees who have accrued specific sickness rights, can transfer them, in total or in part, if they commence work with a new employer within a specific period of time from the end of the prior employment Confirmation of the accrued rights must be presented at the beginning of the new appointment. More detailed provisions on this issue can be found in individual collective bargaining agreements.

2.5.7 Doctor's certificate and outlay cost - public sector labour market

f an employee becomes unable to work because of sickness or accident, he shall immediately notify his superior, who decides whether a doctor's certificate will be required and whether this shall be from consultant physician the institution in question. A doctor's certificate may be required from an employee on unfitness for work, whenever the director/superior thinks necessary. If an employee does not come to work because of sickness or accident for more than 5 continuous days, he shall prove his unfitness to work with a doctor's certificate. In the event of an employee's repeated absences, he shall prove his unfitness to work with a doctor's certificate after a more specific decision by the director/superior.

If an employee is unfit for work because of sickness or accident for an extended period of time, he shall renew his doctor's

certificate after a more specific decision by the directors/superior, at least once a month. An exception may however be made to this, after a proposal from the consultant physician if he considers it clear that there will be a longer period of absence. An employee who is unfit for work because of illness or accident is obliged to submit to any normal and recognised medical investigation that the consultant physician may deem necessary to decide whether the absences are justified, and the cost of the consultation with the doctor and the necessary medical investigation are paid by the employer. The employee shall be repaid for a doctor's certificate that has been required. The same applies to a consultation with a doctor for the purpose of getting a doctor's certificate. The employer shall pay the employee his outlay costs resulting from an occupational accident, that are not covered by Social Security public insurance pursuant to article 10 of Act number 45/2015.

2.5.8 Sickness rights - public sector labour market

In the autumn of 2000, BSRB, BHM and KI made an agreement with the State, the City of Reykjavík and the Salaries committee of the municipalities on sickness rights of public employees, and this agreement was subsequently included in the collective agreement of all associations affiliated to BSRB and in the agreement for public employees with the State, municipalities and private foundations for members of associations affiliated to ASI that have rights to negotiate an agreement for these parties. During the first 3 months in work, employees have a right to 14 days for illness and accident. For the next 3 months 35 days and after 6 months, 119 days. Sickness rates go to 133 days after one year and 175 days after 7 years. Then employees have a right to 13 weeks or 91 days in addition to the above for occupational accidents or occupational diseases. This right is from the first working day and up to 12 years of service. After 12 years of service, public employees have a right to 273 days and after 18 years of service the right has reached 360 sickness days on full pay, but after that time pay is discontinued. Pay during sickness is always fixed payments and an average of irregular overtime during the past 12 months after the first week of illness.

Sickness rights

Length of service	0-3 months	3-6 months	6-12 months	1 years	7 years	12 years	18 years
Number of days	14 days	35	119	133	175	273	360

In absences due to illness, all calendar days are included, and not only working days. In this way, 4 days are calculated if the person in question is sick on Friday and Monday, i.e. Saturday and Sunday are counted. Sickness rights

Length of sickness rights for employees paid by the hour

In the collective bargaining agreement with public parties, such as the State, municipalities and private foundations, it is authorised to pay employees on an hourly basis in specific cases.

The length of sickness rights is less generous than for those paid by the month and is as follows:

For one month's work 2 days, in the second month 4 days and in the third month of service 6 days. After 3 months of service 14 days After 6 months of service 30 days In addition to the above, there is an addition of day work pay for 13 weeks or 91 days if the unfitness for work is the result of an occupational accident or disease.

2.5.9 Rights to transfer

When evaluating an employee's accrued rights, the length of service with the employee in question shall be counted and also length of service with State institutions, municipalities and private foundations that are mainly funded by public money. During the first 3 months of continuous employment, prior service according to this article shall not be assessed unless the employee in question has had continuous service with the above specified employers for a period of 12 months or more.

Right to pay for sickness of a child under 13 years of age

Sickness of a child under 13 years of age. One parent has the right to be absent from work for a total of 12 working days (96 working hours on the basis of full employment, during each calendar year with the State, municipalities and private foundations, and for every 12 month period on the general market, for sickness of a child under 13 years of age where alternative care is not an option. This right has no impact on an employee's rights pursuant to other articles.

Increased rights for those working for municipalities outside the City of Reykjavík:

One may use in part or in full, the above specified right for children under the age of 16 in serious cases that lead to hospitalisation.

2.6 Holidays

All employees have a right to take an annual rest from work (holiday) and they accrue rights to pay during holidays with their work. This right is prescribed in the Act on holiday allowance number 30/1987 and in the collective agreements that apply in each instance. As is stated in the Act, it deals with employees' rights to holiday and on the other hand, rights to payment of holiday allowance for the time he is not at work. These 2 elements most often go hand-in-hand but they do not need to. An employee who has recently commenced work may thus have a right to a holiday without having the right to payments during his holiday from his current employer. He has previously received settlement for his holiday pay from a previous employer. The same applies to an employee on maternity/paternity leave. He accrues the right to take a holiday while on maternity/paternity leave, but on the general labour market he does not have the right to holiday allowance. But an employee with the State and municipalities accrues the right to payment of holiday pay.

2.6.1 Holidays according to the law

Holidays shall be a minimum of 2 days for each worked month during the preceding holiday year (1 May to 30 April) or 24 days during the whole accruement period where half a month or more is calculated as a whole month, while a shorter period is not counted. When an employee is absent from work on pay because of sickness or accident, and while he is on holiday or on maternal/paternal leave, that time is considered to be worked time. Sundays and other public holidays are not considered holiday days and nor are the first 5 Saturdays on holiday.

An agreement is made on increased holiday rights in collective bargaining agreements, but this varies by agreement.

2.6.2 Holiday days - minimum provisions - general collective agreements

In the first working year, holidays are 2 days for each worked month. Holiday allowance is 10.17%.

After 5 years with the same company, or 10 years in the same sector, holiday pay rights shall be 25 days and holiday allowance is 10.64%.

After 10 years continuous service with the same company, holiday pay rights amount to 30 days. Holiday allowance is 13.04%.

Holiday allowance is dealt with in a separate information sheet. Provisions on increased and better holiday-taking and payment rights are almost always found in collective bargaining agreements.

Holiday rights - general collective bargaining agreements, with reference to full-time employment

Length of service	0-4 years	5 years with the same company or in the same sector	10 years with the same company or in the same sector

Number of days	24 days	25	30
Holiday pay rights	10.17%	10.64%	13.04%

If an employee has acquired maximum rights with a prior employer, he acquires the same rights again after 3 years service with a new employer.

Those employees who, at the request of the employer, do not receive 20 holiday days during the summer holiday period, have the right to a 25% weighting on the number of days fewer than 20.

2.6.3 Holiday days - public sector labour market

The accruing of holidays changed from 1 May 2024 public sector employees with the State and municipalities and private foundations, with the exception of members of SGS who work for municipalities, where the change comes into force from and including 1 January 2020.
All employees accrue 30 days holiday (240 hours based on a 40 hour working week) irrespective of age or length of service and the holiday allowance will be 13.04% and the above specified parties will have the right to take 30 days holiday from 1 May 2021.

For employees in shift work, holiday allowance shall be paid on the shift premium for employees in BSRB while those in ASI receive average shift premium with reference to the the 12 months prior to the beginning of a new holiday allowance year.

Holiday rights are always calculated on the basis of percentage position and length of service. Act number 30/1987 on holiday allowance prescribes that employees shall take holidays. According to the same Act, it is unauthorised to transfer holiday allowance or to move holidays between holiday allowance years. It is possible to postpone taking holidays if sickness or accident prevent the employee from taking his holiday during the holiday period. An employee has the right to take all his holiday during the holiday period, should this be feasible. Those employees that, according to a written request by the employer, do not receive full holidays during the holiday period shall be granted 25% lengthening of that part of the holiday that is provided outside the defined holiday pursuant to the collective bargaining agreement in force.

2.6.4 When holidays shall be granted - the holiday period

Holiday shall be granted as a continuous holiday during the holiday period, which can vary between collective agreements. This is variously 1 May to 15 September, 15 May to 30 September, 2 May to 30 September. In collective bargaining agreements, a minimum holiday during the holiday period is prescribed, but this varies between agreements though the minimum is 14 days. Holidays taken outside the holiday period at the request of the employer are often compensated by the employer with an increase of 25% on the remainder. Holidays shall always be completed by the end of the holiday allowance year and transfer between years is that unauthorised. In some collective bargaining agreements, it is however prescribed that if an employee does not take a holiday during one year, he has however the right, with the endorsement of his superior, to add the holiday of that year to the next one and take the holiday in the later year. If accrued holiday rights are cancelled for these reasons, accrued holiday allowance must nevertheless be settled.

2.6.5 Consultation and notification of taking holiday

In consultation with the employee the employer decides when a holiday should be taken. He shall accede to the employee's wishes to the extent that this is possible with respect to operations. After having ascertained the employee's wishes, the employer shall notify as soon as possible and at the latest one month before the beginning of the holiday, when the holiday shall commence, unless special circumstances prevent this. According to this, the employer is normally obliged to notify employees about holiday arrangements in the company by 1 April each year.

2.6.6 Sickness prevents an employee from taking holidays

If an employee cannot take his holidays at the time that has been decided because of sickness, he shall prove his absence with a medical certificate. Under such circumstances, he can demand a holiday outside the holiday period, i.e. after 15 September, but no later than that his holiday is completed by 31 May of the following year. If, because of the sickness, he cannot take his holiday before that time, he has the right to have his holiday allowance paid.

2.6.7 Sickness on holiday

In most collective bargaining agreements on the general labour market, there are provisions to the effect that if an employee becomes sick during his holiday, so sick that he cannot use his holiday, he shall, on the first day, notify the employer about the sickness and about the doctor from whom he intends to get a medical certificate. The employer has the right to have a doctor visit an employee who has become ill on holiday.

If he fulfils the duty to notify and if the illness lasts for more than 3 days in this country or within the EEA, Switzerland, United States or Canada, he is entitled to additional holidays for an equal length of time as the sickness verifiably lasted. Additional holiday shall, except if special circumstances pertain, be granted during the specified holiday period, pursuant to the collective agreement in force.

In collective agreements on the public sector labour market, it is prescribed that if an employee falls ill during his holiday such that it is considered that he cannot use the holiday, the time that the sickness lasts shall not be counted as holiday, so long as the employee proves with a medical certificate that he cannot use the holiday. The employee's supervisor shall be informed immediately about the sickness in the event of sickness or accident on holiday and confirm this with a medical certificate.

2.6.8 Company closed during holidays - only applies to members within ASI

Employers are authorised to grant employees the entire holiday at the same time and close the company throughout the holiday. Those employees that do not have the right to full holiday cannot claim wages or holiday allowance for the days lacking.

There is no discussion in the Act on holiday allowance about those employees that have accrued full holiday rights but have used part or all of the rights when the company closes. As stated previously, the employer is obliged by the law on holiday allowance to notify employees, no later than one month prior to the commencement of holidays, when they shall commence, unless special circumstances prevent this. If an employer decides at a later date to close the company while employees are on holiday, those employees that have gone on holiday have the right to wages while operations are discontinued.

2.6.9 Other work in holidays

It is prescribed in the Act on holiday allowance that an employee is unauthorised to work for wages in his sector or related sectors while on holiday.

2.7 Holiday allowance - calculation and payment

All the allowances calculated with each payment of wages such that a holiday allowance percentage of a minimum of 10.17% on the basis of minimum holidays, is calculated from total wages of the employee in question.

2.7.1 Wage guarantee holiday allowance

Calculated holiday allowance for each wages period shall be wage-guaranteed such that the amount of accrued holiday allowance shall be divided by the employee's day work rate, as it is at any given time.

Holiday allowance for each wages period is calculated according to this in day work hours and they shall be recorded specifically on the payslip for each payment of wages, both the total of accrued holiday allowance from the beginning of the holiday year and holiday allowance for the payment period in question.

Holiday allowance is wage-guaranteed in such a manner that when a holiday is taken, one should multiply the total accrued holiday allowance hours of the holiday year, according to the above, with day work rate as it is on the first day of the holiday.

2.7.2 Holiday allowance in savings account

Unions are authorised to come to an agreement on an arrangement where holiday pay is paid continuously into a special employee holiday pay account in a bank or savings bank. In such agreements, it shall be ensured that the holder (bank or savings bank) settles accrued holiday allowance, i.e. the principal and interest, with the employee at the commencement of the holiday. The holder shall guarantee payment of holiday allowance to the employee, even if the employer has not made the payments.

2.7.3 Monthly salaried employees

According to article 7 of the Act on holiday allowance, it is authorised to pay monthly salaried employees the holiday allowance at the same time as regular salaries are paid, if the majority agrees to this. Though the wording of the legal provision indicates that holiday allowance should be paid at the same time as regular salary payments in the months that employees are not on holiday, this is not the proper understanding. It simply means that monthly-salaried employees receive their regular monthly salary at the end of each month, regardless of whether it is a holiday month or another month of the year. Holiday allowance from overtime of monthly salaried employees is then often paid into a holiday pay account which is guaranteed.

2.7.4 Employer insolvency

If an employer does not make payments of holiday allowance, without however his estate having been taken into bankruptcy proceedings, the employee or the appropriate trade union on his behalf can address the claim for holiday allowance to the Wage Guarantee Fund. The claim should be supported by adequate documentation regarding its amount, such as payslips and a certificate from the employer or from his chartered accountant.

If a claim for commencement of bankruptcy proceedings on the estate of the employer has been made, then these rules do not apply, but the employee is obliged to declare a holiday allowance claim on the estate of the employer in the normal manner.

2.7.5 Settlement unrelated to taking of holidays

On the termination of the employment relationship between the employee and the employer, the employer shall pay the employee all his accrued holiday allowance on the dismissal. If holiday allowance has been paid into a holiday allowance account, dismissal does not authorise payment from the account unless a specific has agreement has been made to this effect with the holder. For the above reasons, and if an employee has not been able to take a holiday because of sickness are the only exceptions that can be made to holiday allowance being paid unrelated to the taking of holidays. Settlement and payout of holiday allowance, e.g. because of the insolvency of an employee is not authorised.

2.8 Employment contracts and letters of engagement

An employment contract is an agreement between an employee and employer which prescribes work contribution from the employee for the employer against specific payment in the form of wages and other terms of employment from the

employer.
According to collective bargaining agreements, the employer is obliged to make a written employment contract with its employees or to confirm their terms of employment in writing with a letter of engagement.

Letters of engagement can never prescribe other and worse rights than those in collective agreements. If they do, their provisions are subordinate to the provisions of the relevant collective agreement.

2.8.1 When should a written employment contract be made?

If a worker is employed for a period longer than one month and on average for more than 8 hours per week, a written employment contract shall be made no later than 2 months after the commencement of employment, or the appointment confirmed in writing. It is recommended to complete an employment contract or letter of engagement immediately on commencing the employment. This limits misunderstanding or dispute at a later stage.

With the State and municipalities, employment contracts are made at the start of the employment, regardless of proportion of full-time employment and of the length of the appointment.

If a worker ceases work before the end of the 2 months' notice, without a written employment contract having been made or without the hiring being confirmed in writing, the employer shall provide such confirmation at the end of the period of employment.

2.8.2 What should be included?

In an employment contract or letter of engagement, at least the following should be included:

1. The identities of the parties, including ID numbers.
2. Workplace and address of the employer. If there is no fixed workplace, or location where the work is generally done, it shall be stated that the worker is employed at various sites.
3. Title, position, nature or kind of work that the worker is employed to perform, or a short list or description of the job.
4. First working day.
5. Duration of employment if it is for a limited period.
6. Holiday pay rights.
7. Termination notice for employer and employee.
8. Monthly or weekly pay, e.g. with reference to wage categories, monthly pay on which overtime is calculated, other payments or benefits and the time of payment.
9. The length of a normal working day and working week.
10. Pension fund.
11. Reference to collective bargaining agreement in force and to the relevant union.

Information pursuant to items 6-9 may be provided with reference to the collective bargaining agreement.

2.8.3 Work abroad

If a worker is required to work in another country for one month or longer, he shall be given written confirmation of his/her employment before departure. In addition to the information above, the following should be included:

1. Estimated working time abroad.
2. The currency in which wages are paid.
3. Allowances or benefits related to work abroad.
4. As appropriate, conditions to be met for the employee to be able to return home.

2.8.4 Amendments to terms of employment

Changes to terms of employment that exceed those resulting from the law or from collective bargaining agreements, shall be confirmed in the same manner, no later than one month after their implementation. See also ASÍ Labour market legal web (Change of terms of employment).

2.8.5 Changes in jobs

The Act on public sector employees deals with changes and agreements have been made on this in collective agreements where employees are obliged to accede to changes in their jobs and area of responsibility. If an employee cannot accept such changes, then he can resign. All such changes need to be based on objective points of view; they shall be notified in writing and it may be necessary to treat such changes as administrative decisions and notify them with an agreed period of notice.

2.8.6 Competition provisions in employment contracts - special provisions on the general labour market

In some sectors it has become increasingly common that employers require of their employees that they sign a declaration to the effect that in the event of termination of the employment, they will not commence work for competitors nor themselves start commercial operations in competition with their former employer. Such provisions impair an employee's freedom to work, which is protected by the constitution and one must interpret the employers authority in this respect, narrowly. The length of such provisions must among other things be limited and also the group of employees that are covered by such provisions. In individual instances, such limitations can be justified, particularly in the case of very specialised management and employees. This, however, applies almost never to general workers.

Special provisions to this effect were adopted when the general collective bargaining agreement was renewed at the beginning of 2008. There it states among other things, that such provisions are not binding if they are more far-reaching than necessary or if they impair an employee's freedom to work in an unfair fashion. They shall furthermore not be worded too generally and they do not apply if the employee is dismissed without him having himself given sufficient cause for the dismissal.

2.8.7 Special and unusual agreement provisions - general labour market (ASI)

There are examples of employers reserving the right to demand repayment from employees of outlay costs for studies or courses that they have attended. If the employer has spent significant sums of money for this purpose, it is not unusual that he could claim that the employee work for a specific period of time with him having completed the studies or course or otherwise repay part of that cost. Such authority for employers must be subject to specific limitations, among other things on the length of time that the employers shall be bound by such provisions and on the rules that apply to calculation of such repayment.

In such instances and others, when employees are asked to agree to some special or unusual provision, it is sensible to consult the appropriate union.

2.9 Termination of employment contract on the general labour market

Termination of employment on the general labour market is on the one hand dealt with in Act number 19/1979 on workers rights to notice of dismissal and the right to wages for absence due to sickness or accident and on the other hand, in collective bargaining agreements. Minimum rights for workers are specified in the Act in question.

Termination of employment, on the public sector labour market is dealt with in Act number 70/1996 on the rights and obligations of government employees, and in the collective bargaining agreements. Termination of an employment relationship has long been considered an administrative decision which means that when making the decision on dismissal, written and unwritten rules of administrative procedure must be respected. The law on public administration applies to the State and municipalities.

2.9.1 Reciprocal and voidable

The employment relationship between an employee and employer is a reciprocal legal relationship and is voidable in a formal manner by both parties. This means that an employee has the same right to terminate the employment contract as the employer, and that both must notify the dismissal with the same notice and always in writing. If the appropriate period of notice is not respected or the formal procedures, the dismissal is deemed unlawful. In the event of an unlawful dismissal, the employee loses his job, but he may gain the right to seek compensation from the employer. In the same manner, the employee could become liable for damages if he terminates in an unlawful manner.

If specific terms of employment of an employee, such as for example being paid extra, are terminated, then this must be done in the same manner as when the employment relationship as a whole is terminated.

2.9.2 Supporting arguments and explanations - special provisions on the general labour market

According to the law and to collective bargaining agreements, there is generally speaking no obligation to provide reasons for terminating the employment of general workers unless they enjoy specific protection from dismissal such as for example is the case with union representatives, pregnant women and those who have notified the taking of birth and maternal/paternal leave. In such instances, dismissal shall always be justified in writing.

On the general labour market, an agreement has on the other hand been made about the right of employees to an interview about the termination of their employment and the reasons for the dismissal. The rules of procedure are as follows:

- A request for an interview shall be made within 4 working days of receipt of notification of dismissal and the interview shall take place within 4 days from that point in time.
- Within 4 days from the interview, the employee can request written explanations for his dismissal and if the employer agrees to this, they shall be provided within 4 days of that point in time.
- If the employer does not agree to provide written explanations, the employee has the right to another meeting within 4 days of the denial and in that instance, in the presence of the union representative or of another representative of his union, should he so request.

If the employer breaches these provisions, this can make him liable for compensation, according to the general rules of tort.

2.10 Terminations on the public sector labour market

2.10.1 Government and municipality employees

In the Act on rights and obligations of government employees number 70/1996, there is discussion on reasons for dismissal of employment. The reason for dismissal may on the one hand be attributed to the employee himself and on the other hand to economies and/or organisational changes in the institution. If the reason for the dismissal is attributed to the employee, i.e. that he has committed an infringement in his job, or has not achieved adequate results, the director of the institution shall issue a written caution to the employee. Before dismissal, the employee shall be given the opportunity to argue his case. It is therefore obligatory to caution the employee and give him the opportunity to make improvements before his employment is terminated. In the instances where it is planned to caution and employee or where termination of

employment is planned if he has failed to make improvements, the unwritten rules of administrative procedure shall be followed. This means that the case must be thoroughly investigated and the employee must be given the right to object. The employee always has the right to argue his case in such instances. It is important to seek assistance from the trade union in such cases.

There is no obligation to give an employee the opportunity to speak about the reasons for the dismissal before it comes into force, if the dismissal can be attributed to other circumstances, such as when reducing the number of staff as a result of economies. A dismissal shall be supported by arguments in writing should the employee so request, and the preparation and decision on dismissal shall be based on objective considerations and on the rules of administrative procedure.

It is also prescribed in legislation on employees that it is authorised to terminate employment without notice if an employee has been stripped of his rights to conduct his duties by legal judgement. The same applies if an employee has admitted the commission of a penal offence which could be assumed to result in the stripping of rights. An employee has the right to resign from a position as prescribed in the employment agreement. The director of an institution is however authorised to lengthen the period of notice of dismissal to up to 6 months if so many employees within the institution resign at or about the same time in the same sector of employment that it would be problematic for the institution if all of the resignations were accepted. During this period, the employee retains unchanged terms of payment and rights, including extra payments. The employee shall be notified of such a decision as soon as possible, but no later than when 6 weeks remain of the original period of notice. If the period of notice is shorter, the decision shall be notified immediately on the resignation of the employee.

It is appropriate to point out that in collective bargaining agreements, there are some instances of agreement being made on lengthened period of notice.

In most collective agreements for municipal employees, there are provisions that are analogous to those for government employees.

2.10.2 Presence of union representative

In the chapter on the caution procedure in public sector collective bargaining agreements, it is stated that an employee who is about to be cautioned has the right to have a union representative present and the manager is obliged to inform the employee about this right before the caution is delivered.

2.11 Protection from dismissal

2.11.1 Limitations to the rights of employers

Provisions in legislation and in collective bargaining agreements limit the rights of employers to dismiss union representatives or security representatives because of their duties as representatives, of pregnant women because of their pregnancy, of parents in birth or maternal/paternal leave because of their taking leave and of employees because of family responsibilities, to name a few examples.

According to article 4 of Act 18/1938, employers are not authorised to influence political views of employees, their attitude to and involvement in unions or political associations or work disputes, with termination of employment or threats of dismissal. The same is stated in the legislation on equal rights of men and women, on employees in part-time employment and on change of ownership of companies and group dismissals. When those who enjoy protection pursuant to this legislation have their employment terminated, the dismissal must be justified in writing. If this is not done, and it comes to light that the dismissal results from the circumstances of an employee who enjoys special protection, additional right to

compensation is activated.

2.11.2 Notice of dismissal and settlement

The minimum notice of dismissal pursuant to article 1 of Act number 19/1979, which applies to the general labour market, is one month, when the employee has worked for one year with the same employer or within the same employment sector. After 3 years work with the same employer, the notice is 2 months and after 5 years with the same employer it is 3 months. Dismissals should always be as of end of month. Collective bargaining agreements deal with increased right to notice of dismissal during the first year of employment. On termination of employment, an employee has the right to settlement of all wages when his employment terminates, including bonuses according to collective bargaining agreement and accrued holiday allowance.

Notice of dismissal during a trial period for public sector employees is one month. In general, a trial period is defined in collective bargaining agreements and/or employment contracts as 3 months. Subsequent to that period of time the reciprocal notice of dismissal of employment is 3 months. In most collective bargaining agreements of unions affiliated to ASI and BSRB, the period of notice is longer for employees who are older and who have a longer period of service. Notice of dismissal after 10 years continuous service is 4 months if an employee has reached 55 years of age, 5 months for 60 years of age and 6 months for 63.

2.11.3 Less advantageous rights for workers paid by the hour in the public sector

There are special provisions in collective bargaining agreements with the government, municipalities and independent foundations for workers paid by the hour, where in specific instances it is authorised to pay employees by the hour, notice of dismissal is different than for employees on monthly salaries. During a trial period, or the first 3 months of employment, the reciprocal notice of dismissal is one week, at end of week. After three months of employment the period of notice for dismissal is one month.

2.11.4 What happens after dismissal?

- Register with an employment agency.
- Actively seek work and keep fit.
- Talk to family, friends and colleagues.
- Read job adverts in newspapers - advertise for work.
- Contact trade union.

2.12 Group dismissals

2.12.1 What is group dismissal

Group dismissal is when an employer terminates employment for reasons that do not concern each individual dismissal and where the total number of employees terminated over a 30 day period is:

- At least 10 employees in companies that normally have more than 20 and fewer than 100 employees in work. In collective bargaining agreements on the general labour market, the boundaries are lower in this respect, and there the criterion is companies with 16 - 100 employees.
- At least 10% of employees in companies that normally have at least 100 employees and fewer than 300 employees in work.
- At least 30 employees in companies that normally have 300 employees or more in work.

2.12.2 Duty of information for group dismissals

An employee must inform employees' representatives in writing about the following elements:

- The reasons for the planned dismissals.
- The number of employees the intention is to terminate, and their jobs.
- How many are normally in work and the kind of jobs they do.
- During what period are the planned dismissals to take place.
- Criteria that the intention is to use when selecting employees for dismissal.

2.12.3 Consultation with employees' representatives

There shall be consultation between the employer and representatives when group dismissals are planned. The purpose of consultation between the parties is to avoid group dismissals if possible, and otherwise to seek ways to reduce the number of employees who will be affected and to mitigate the consequences with the help of social measures. Such measures can among other things, have the objective of facilitating transfer to other jobs or rehabilitation of employees that the intention is to terminate. The union representative is neither responsible for nor makes a decision on the persons that will have their employment terminated.

2.12.4 Directorate of Labour

If an employer decides to implement his plans for group dismissal, he must inform the Directorate of Labour in the jurisdiction where the employees in question work, about the dismissals.

2.13 Employees' rights with change of ownership

When companies are sold in part, or in their entirety, leased or merged with other companies (change of ownership), the employees of the companies in question have the legal right to continue working for the new operator on the terms they previously enjoyed pursuant to collective bargaining agreements and/or employment contract.

These rights are dealt with in Act number72/2002, on rights of employees with change of company ownership.

2.13.1 Companies covered by the Act

This company is on the general market in manufacture and/or service and public sector companies and institutions, including municipalities, are covered by the law, such as health institutions, schools and other service institutions.

2.13.2 Which employees enjoy rights?

Only those employees who have an employment relationship when change of ownership takes place enjoy rights pursuant to the Act.

2.13.3 Information to employees

Employers are obliged to give union representatives information about the following elements:

- Date or planned date of the change of ownership
- Reasons on which the change of ownership is based
- Legal, economic and social impact of the change of ownership for employees, and whether, and then what measures are planned for employees.

2.13.4 Transfer of rights

The new operator is obliged to respect terms of remuneration and conditions of work pursuant to collective bargaining agreement and employment agreement with the same conditions as applied with the prior employer. Augmented employee's rights such as holiday rights and sickness rights remain in place despite change of ownership.

2.13.5 Limited employer's right to dismiss

An employer is unauthorised to dismiss an employee because of change of ownership This means that change of ownership of companies does not on its own justify dismissing employees. An employer is however authorised to terminate an employee's employment contract if he can show that economic, technical or organisational reasons lie behind the decision, and that they require changes in company personnel.

2.14 Wages Guarantee Fund and bankruptcy

2.14.1 The role of the Wages Guarantee Fund

The fund is responsible for payment of claims for unpaid wages, compensation for breach of employment contract, holiday allowance, compensation for occupational accident and pension fund contributions from the estate of the employer. The fund operates pursuant to Act number 88/2003.

2.14.2 Which claims are guaranteed?

The Funds guarantee covers the following claims:

1. Claim for wages for the last 3 months of work.
2. Claim for compensation for loss of wages for up to 3 months because of cancelling/termination of employment agreement. The condition is that an employee can show, for example, with registration at an employment exchange that he has sought other work during the period of notice.
3. Claim for holiday allowance that has been worked for during the past 18 months prior to the date of ruling and that has accrued during the period. One can also use the reference date is the point in time.
4. Claim from pension fund for pension fund contributions that have been defaulted on during the guarantee period. The guarantee is limited to 12% minimum contribution and up to 4% of the contribution base , pursuant to an agreement on additional insurance protection, see Act number 129/1997 and provisions in collective bargaining agreements.
5. An employee claim for compensation for damage resulting from an occupational accident and a claim of a party who has rights to compensation for the death of an employee, if the employer's insurance does not cover the claim for compensation.

The Act also contains rules for payment of interest and collection costs.

2.14.3 Guarantee period

The Fund guarantee covers claims that are listed in the Act and that have been defaulted on during the last 18 months prior to the date that the company of the employer was declared bankrupt by a district court judge or for which rights have been gained during the period. It is authorised to date the guarantee period from the reference date, if this conclusion is more beneficial for the claimant.

2.14.4 Maximum guarantee

A maximum guarantee is prescribed for unpaid wages or compensation for termination of an employment contract in article 6 of Act number 88/2003, and this amount shall be reviewed regularly.

Payments against claims, made by the employer prior to the company being declared bankrupt, are deducted from the maximum guarantee of the Fund or from the amount that enjoys guarantee if it is lower. Unemployment benefits and earned income during the period of notice are also deductible from wages claims. The payment from the Fund to an employee is the amount remaining.

2.14.5 Exemptions from guarantee

Claims of CEOs and members of the board do not enjoy a guarantee from the Fund. The same applies to claims of an employee who was an owner, alone or with his partner or other closely related parties, of a significant holding in the bankrupt company and who had considerable influence in its operations.

2.14.6 The trade union

Employees of bankrupt companies can turn to their trade union with their claims and the trade union will calculate the claims and send them to the bankruptcy estate and to the Wages Guarantee Fund, along with the appropriate documentation.

2.15 Right to unemployment benefit

2.15.1 Right to unemployment benefit

Employees who lose their jobs, have a right to unemployment benefits from the Unemployment Benefit Insurance Fund. The condition is set that the are actively seeking employment and that they are capable of doing most general work. A self-employed individual who has ceased operations, does not have this right. These rights are dealt with in Act number 54/2006, which has repeatedly been amended. It is therefore proper practice to have the Act available in each instance.

2.15.2 General conditions

A person who seeks unemployment benefit must be at least 16 years of age and younger than 70, resident in this country and have the authority to accept a job in this country without limitations.

2.15.3 Unemployment benefit amount

Unemployment benefit is divided into 2 categories, income-related unemployment benefit and base unemployment benefit and the benefits are paid for 30 months. Base unemployment benefit is paid during the first 10 days of unemployment while income-related unemployment benefit then takes over for up to 3 months and after that payments are then again made for base unemployment benefit. Special payments for each child younger than 18

2.15.4 Applicant's right to benefits

An applicant's right to benefits is based on length of service and percentage position during the last 12 months. Full-time employment for 12 months gives an applicant 100% right to benefits, but otherwise the right is proportionately based on length of service/percentage position, with a minimum of 25%.

2.15.5 Waiting time

A person who terminates his employment without valid reason or who loses his job, for reasons that he is himself to blame for will not receive unemployment benefit for the first 2 months that he is registered as unemployed.

2.15.6 Employer bankruptcy

If a company has been declared bankrupt, its employees have the right to unemployment benefit for the time that they are without work during notice of dismissal.

2.15.7 Application for unemployment benefit

Applications for employment benefit are made to the service office of the Directorate of Labour in the jurisdiction where the applicant is resident.

Main accompanying documents with the application

- Certificate from employer. Certificate showing information on length of service, percentage position and reason for termination of employment.
- Tax card
- Other documentation if appropriate, such as about impaired ability to work, studies, income, financial income etc.

2.15.8 Payment of unemployment benefit

Unemployment benefit is paid on the first working day of each month.

2.15.9 Directorate of Labour payment office

Payments of unemployment benefit for the whole country are made at the Directorate of Labour payment office. In order to get information about the status of an application or payments, one can make a telephone call or send a query by email to greidslustofa@vmst.is.

2.15.10 Foreign workers

The main rule is that a foreigner that has worked in this country as an employee for an employer with operations in this country and who has paid the insurance charge on his wages, enjoys the same rights and bears the same obligations to the Unemployment Insurance Fund as Icelandic workers.

The foreign employee must have unconditional authority to work in this country. Those who are in this category are first and foremost EEA citizens that have been issued with an employment permit according to the Act on foreign nationals' right to work.

2.16 Employee or contractor

It is very important that employees enjoy the legal status that the law and collective bargaining agreements reserve for them. It is normally no problem to distinguish between these two elements, but sometimes the difference can be unclear. One can have the following for reference:

- An employee is an individual that accepts a job - either orally or with a written employment contract with another party (employer) and works under his management and his responsibility, or of parties that he is responsible for - for payment in money and/or other valuables.
- A contractor is an individual (that makes an agreement (makes a work agreement) to perform specific task or

tasks for another party (purchaser of work), often at the specific time decided in advance for a specific price. The contractor works independently and on his own responsibility and can get another party to do the work (subcontractor).

- A pseudo-contractor is an individual who accepts a job or specific task as a "contractor", but with closer examination has the legal status of employee.

2.16.1 Loss of rights

The legal status of an employee and contractor are very different. It is not given in advance that a person who says he is a contractor will lose his legal status as an employee. If a dispute arises, the courts decide on, for example, right to compensation for occupational accident, wages during notice of dismissal etc. The risk that employees, and no less employers take with erroneous definition of the legal employment status of an individual on the labour market is great.

A pseudo-contract (an employee who says he is a contractor) takes the risk of not enjoying for example:

- Protection and service of trade unions and their federations
- Minimum terms of employment according to collective bargaining agreements, including fixed wages.
- Wages on days off
- December bonus and holiday bonus
- Employer's contribution to pension fund and to additional pension savings
- Right to holidays and holiday allowance payments
- Wages and sickness
- Wages for absence due to accident
- Compulsory accident insurance
- Maternal/paternal leave and rights concerning sick children
- Rights in trade unions' sickness funds
- Rights in trade unions' holiday funds
- Rights to protective clothing and personal protection equipment (PPE)
- Compensation for damage to clothing and items
- Notice of dismissal
- Wage guarantee in bankruptcy
- Comparable unemployment benefits as employees have
- Employer service with respect to payment of taxes and salary related charges

The employer can find himself in a situation where he must bear, without hedging, all responsibility for damage that a pseudo-contractor in his service causes or that he suffers. He can also become responsible for his taxes and obligations and pension fund contribution, to name a few examples. He therefore also takes the risk with a wrong definition of the legal status of his employees.

2.16.2 Contractor payments

It is established that those who make agreements to work as contractors need to decide their remuneration on the basis of having themselves to return the insurance and other statutory salary related costs. This means that a weighting of 50-70% needs to be calculated on top of the wages of an employee for the payments to be comparable. In addition to this, they then need to allow for time and costs because of the management required to be a contractor, to take an example.

2.16.3 Pseudo-contracting

Pseudo-contracting takes on the obligations of a contractor in his daily work. A pseudo-contractor is a person who mostly

handles work for a single purchaser, has use of facilities with the purchaser, uses the purchaser's tools and equipment and is subject to his management - a person who is in fact working for the purchaser but is not on the payroll.

The pseudo-contractor is himself responsible for paying insurance charge and other taxes, is responsible for the employer's contribution to the pension fund, does not enjoy the right to wages during sickness, does not receive holiday allowance, or any other rights that are assured in collective bargaining agreements.

2.17 Foreign workers

2.17.1 The right of foreign workers to work in Iceland

The EEA agreement assures citizens of EEA states the right to accept employment in the territory of another EEA state under the same conditions that apply to nationals of that state. The search for work and the initiating of an employment relationship with a domestic company is not subject to licence from the authorities.

Citizens from states outside the EEA are on the other hand, unauthorised to come to this country and work unless they have fulfilled the conditions of legislation on rights to work for foreigners and a work permit has been issued. Applications for work permits are made to the Directorate of Labour The Directorate of Immigration issues residence permits to foreign citizens.

2.17.2 Wages and other terms of employment

According to the law and to collective bargaining agreements, the employer is unauthorised to discriminate between employees in wages and other terms of employment on the basis of nationality. This fundamental rule applies to all employees on the Icelandic labour market and their nationality is of no import. Agreements between individual workers and employers on less advantageous terms than prescribed by general collective agreements are invalid.

2.17.3 Working time abroad

Foreign workers in this country and Icelanders that have worked abroad bring their accrued working time for the purpose of rights according to the collective bargaining agreement that are related to the time worked in an industry, given that the job abroad is considered comparable.

2.17.4 Accredited rights

Foreign workers that wish to work within sectors that enjoy legal protection in this country must submit documentation that confirms that they have followed a comparable course of studies abroad to that which is required in this country in order to gain accredited rights to work in the sector in question. The Ministry of Education and Culture, along with other appropriate ministries provide further information.

2.17.5 Trade unions

Foreign workers have the right to membership of trade unions pursuant to the same rules that apply to domestic workers. The provisions of the law and collective bargaining agreements on contributions to the sickness funds of trade unions and to other funds apply equally to domestic as to foreign workers working here. The same applies to the deduction of union fees and their delivery to trade unions.

2.17.6 Pension funds

Contributions are deducted from the wages of foreign workers and delivered to domestic pension funds, according to the

same rules that apply to Icelandic workers. It is not authorised to repay contributions to EEA citizens when they stop working and leave the country. This is however authorised for citizens from countries outside the EEA.

2.17.7 Information on wages and other terms of employment

According to an agreement between ASI and SA on matters concerning foreign workers, the union representative has the right to receive information from the employer about wages and other terms of employment of these foreign workers that the collective bargaining agreement covers and that are working with this employer. The union representative has this right, though only if there is reason to suspect an infringement by the employer of the collective bargaining agreement or of the laws that relate to terms of employment for foreign workers. The union representative must respect confidentiality on information that he receives and is unauthorised to take this information outside the workplace. The union representative is however authorised to consult the union in question and the representatives of the union are obliged to maintain complete confidentiality on the information they become privy to. If the employer does not accept the request of the union representative and/or there is a dispute on whether the provisions of the collective bargaining agreement or of the law are respected, which cannot be resolved, it is authorised to refer this dispute to a special joint committee of ASI and SA.

2.18 Right to maternal/paternal leave

Parents rights to maternal/paternal leave are activated with:

- The birth of a child.
- Initial adoption of a child younger than 8 years of age.
- Permanently fostering a child younger than 8.

The right to maternal/paternal leave is activated with the birth of the child. The parent is then authorised to start taking maternal/paternal leave up to one month before the estimated day of birth. The right to taking maternal/paternal leave becomes void when the child reaches the age of 24 months. When adopting or permanently fostering a child, the right to taking maternal/paternal leave becomes void after 24 months and this is counted from the time when the child comes into the home. If parents need to collect the child from another country, the maternal/paternal leave commences with the beginning of the journey. A parent without custody has a right to maternal/paternal leave if agreement of the parent with custody is in place.

2.18.1 Length of maternal/paternal leave

The right to taking maternal/paternal leave is a total of 10 months (12 months from 1 January 2021) for a child:

- 4 months are reserved for the mother. (1 month is added, from 1 January 2021)
- 4 months are reserved for the father. (1 month is added, from 1 January 2021)
- 2 months are joint rights of the parents and they can divide this right between themselves as they wish, or allocate all the rights to one parent.

Leave for the mother and father is not transferable to the other parent except in exceptional circumstances. Despite the above specified main rule, a parent gains the right to maternal/paternal leave for up to 10 months (12 months from 1 January 2021), if the other parent dies during pregnancy and the child is born alive. The same applies to a single mother who has received artificial insemination or a single parent who has adopted a child or permanently fostered a child. In the case of multiple births, the joint rights of parents to leave is augmented by 3 months for each child more than 1.

2.18.2 Various special rules

Parents have an independent right, up to 3 months for each from the day that a stillbirth occurs after the 22nd week of

pregnancy. In the case of miscarriage after 18 weeks pregnancy, parents have a joint right to maternal/paternal leave for up to 2 months from the day that the miscarriage took place. It is authorised to lengthen the joint parental rights to leave by up to 7 months in the case of serious illness of a child or serious disability that requires closer care by parents. It is authorised to lengthen a mother's maternal leave by up to 2 months in the event of serious birth-related illness, if in her maternal leave she has been unable to look after her child because of the illness in the opinion of a specialist physician.

If it becomes necessary for a pregnant woman in the opinion of a specialised physician, to stop remunerated work or stop participation in the labour market for more than one month before the estimated birthrate of a child, she shall have the right to payment in maternal leave for that period, but nevertheless, no longer than 2 months. (See provisions of paragraph 3 of article 17 of Act number 95/2000)

2.18.3 Notification of taking of maternal/paternal leave

An employee shall notify the employer of planned taking of maternal/paternal leave as quickly as possible and no later than 6 weeks before the estimated birth of the child. The notification shall be in writing and shall specify:

- Planned initial day of the leave.
- Length and arrangement of the leave.

The employer shall sign the notification and specify date of receipt. One can access a special form on the website Sickness fund.

2.18.4 Arrangement of maternal/paternal leave

An employee has the right to take maternal/paternal leave as a continuous duration or can request flexible taking of maternal/paternal leave.

- It is authorised, with an agreement between the employer and the employee, to arrange maternal/paternal leave such that it is divided over more periods of time and/or taken in parallel with a smaller percentage of full-time position. One may, however, never take maternal/paternal leave for a shorter period than 2 weeks at a time.

- The employer shall endeavour to accede to the employee's wishes for a flexible arrangement of his maternal/paternal leave. If an employer cannot accede to an employee's wishes for a flexible arrangement, a proposal for another arrangement shall be made in consultation with the employee within a week from the date of receipt of the notification of taking leave. The employer shall do this in writing and specify the reasons for the changed arrangement. *If an arrangement is not reached, the employee has the right to take his maternal/paternal leave in one continuous period from the starting day that the employee decides.*

- If the employer has not made written or reasoned objections to the employees wish for arrangement of maternal/paternal leave within one week from the date of receipt, the employee may consider that his arrangement for taking the leave has been endorsed.

2.18.5 Right to payment during maternal/paternal leave

- Parents have a right to maternal paternal leave that have been on the labour market in this country for a continuous period of 6 months prior to the birth date of the child or the time when the child comes into the home, in the case of adoption or permanent fostering.
- Monthly payments by the Maternal/paternal Leave Fund shall amount to 80% of average total wages where the reference is a 12 month continuous period which ends 6 months prior to the month of birth of the child or the month that the child comes into the home, in the case of adoption or permanent fostering. There is a ceiling on

monthly payment from the Maternal/paternal Leave Fund to an employee on maternal/paternal leave. Parents on the labour market are furthermore assured a specific minimum amount, taking into account their percentage position. The amount of maximum payment and minimum payment is due for review with the processing of the budget each year, taking into account development of wages, price index and the economic climate.

- Parents that do not fulfil the conditions of continuous participation in the labour market and/or are not in what is equivalent to 25% of a full-time position or more, receive a parent birth grant. Special rules also apply to parents in full-time education.

2.18.6 Application for payment during maternal/paternal leave

An application shall be made for payment to the Maternal/paternal Leave Fund of the Directorate of Labour during the last 6 weeks prior to the estimated day of birth of the child.

The application shall be written on the form for that purpose where the following shall be specified:

- Starting date of the maternal/paternal leave.
- Length of maternal/paternal leave.
- Arrangement of maternal/paternal leave.
- Division of joint maternal/paternal leave between parents.

The application shall be signed by both parents and signed by the employer of both parents.

2.18.7 Contributions to pension fund and trade union

The Maternal/paternal Leave Fund pays the employer contribution to the pension fund. The parent is furthermore authorised to pay into a personal pension fund. Parents are also encouraged to use their opportunities to continue making payments to their union to maintain their rights.

2.18.8 Accruing rights

Maternal/paternal leave is counted as working time when assessing work-related rights, such as taking holidays (this does not however constitute payment rights on the general labour market, solely on the public sector labour market), length of service increments, sickness rights, and rights to unemployment benefit. Collective bargaining agreements with the government, municipalities and private foundations prescribed that parents accrue rights to payment of holiday and December bonus while they are on maternal/paternal leave, on the general labour market after working for one year with the same employer.

2.18.9 Employment relationship and protection against dismissal

- The employment relationship remains unchanged during the taking of maternal/paternal leave.
- The employee shall have the right to return to his job on completion of maternal/paternal leave.
- If this is not possible, he shall have the right to a comparable job with the employer in accordance with the employment contract.

It is unauthorised to terminate an employee's employment, who has notified the taking of maternal/paternal leave or during such leave, unless written and reasoned reasons are provided. Those reasons may in no way be connected with the taking of maternal/paternal leave or with the employees. Notification of planned taking of maternal/paternal leave.

2.18.10 Right to appeal

If parents have objections regarding payments from the Maternal/paternal Leave Fund, or consider that their rights have

been infringed, they are advised to seek assistance from their union. It is possible to refer all such cases to the Appellate committee for welfare issues, which is independent and autonomous in its work.

2.19 Right to maternal/paternal leave

Parental leave is a statutory right of parents on the labour market for caring for children in addition to maternal/paternal leave. An employee has the right to take parental leave for 4 months after having worked continuously for 6 months for the same employer.

2.19.1 The right to parental leave is activated with:

- The birth of a child.
- Initial adoption of a child younger than 8 years of age.
- Permanently fostering a child younger than 8.

The right to parental leave becomes void when the child reaches the age of 8. If the right to parental leave becomes void when unused, in part or in total when a child becomes 8 years old, the right will become active again should the child be diagnosed later with a serious or chronic illness or serious disability, but before he becomes 18 years of age.

2.19.2 The right to payment during parental leave

Parental leave does not include the right to payment of wages from the Maternal/paternal Leave Fund.

2.19.3 Length of parental leave

Each parent has an independent right to parental leave, which is not transferable. The right to paternal leave is 4 months for each parent for each child.

2.19.4 Notification on taking parental leave

An employee that plans to use parental leave shall notify the employer about this, no later than 6 weeks before the planned starting date of the leave. The notification shall be in writing and shall specify the following:

- Planned initial day of the leave.
- Length and arrangement of the leave.

The employer shall sign the notification regarding date of receipt and provide the employee with a copy.

2.19.5 Arrangement of parental leave

Parents have the right to take parental leave for each child in 1 continuous period but can also request flexible taking of the parental leave.

- With an agreement with the employer, the employee is authorised to organise the taking of the parental leave in another manner, for example, such that the leave is divided into more periods and/or taken in parallel with a reduced work proportion. Parents can take parental leave together or separately.
- The employer shall endeavour to meet the employee's wishes for flexible arrangement of parental leave. If the employer has not made written or reasoned objections to the wishes of the employee about the arrangement of parental leave within one week from the date of receipt, the employee may consider that his arrangement for taking parental leave has been endorsed.

- If the employer cannot accede to the employee's wishes for arrangement of parental leave, he shall, in consultation with the employee notify another arrangement within a week from the date of receipt of the notification on taking leave. This shall be done in writing, the reasons specified and in the case of postponement, it should be stated how long the postponement will last.

- Postponement is only authorised under special circumstances in the operations of the company or institution, that make this necessary. And employers is never authorised to postpone parental leave longer than for 6 months. It is unauthorised to postpone parental leave which is in direct continuation of maternal/paternal leave or if a child becomes sick to the extent that the presence of a parent is necessary.

- If an employer's decision to postpone parental leave results in the employee not being able to complete parental leave before his child reaches the age of 8, then the time that it is authorised to take parental leave is lengthened to until the child has reached 9 years of age.

2.19.6 Protection of accrued rights

Those rights that an employee has already accrued or gained on the commencing day of parental leave shall remain unchanged until the end of the leave. At the end of the leave, these rights apply and changes that may have taken place on the basis of law or collective agreements.

2.19.7 Employment relationship and protection against dismissal

- An employment relationship remains unchanged, while parental leave is being taken.
- An employee shall have the right to return to his job on completion of parental leave. If this is not an option, he shall have the right to a comparable job with the employer in accordance with the employment contract.
- It is unauthorised to dismiss an employee who has notified the taking of parental leave or during such leave, unless written and reasoned reasons are provided. These reasons may in no manner be related to the taking of parental leave or notification by the employee of planned taking of parental leave.

2.20 Rights of pregnant women

2.20.1 Risk assessment

The employer shall assess or have assessed, possible risks with respect to working conditions and work organisation with a view to safety and health of a pregnant woman, of a woman who has recently given birth to a child or a woman who is breastfeeding.

If an employer does not fulfil his duty to assess risk, the matter shall be referred to the Administration of occupational safety and health, which shall intervene in the matter. The employee is also authorised to refer the assessment made by the employer himself or that he has had made for him, to the Administration of occupational safety and health, if the employee is dissatisfied with the conclusion of the assessment.

2.20.2 Measures subsequent to risk assessment

If safety or health of a woman is considered to be at risk, according to risk assessment, the employer is obliged to take measures to assure her safety by changing temporary work conditions and/or her working hours. If this is not possible for technical or other reasons, the employer shall assign other tasks to the woman. Those changes to working conditions and/or working hours that are considered necessary, shall not affect an employee's terms of remuneration by reduction, or other work-related rights. In other words, the woman shall retain full wages and other terms of employment, despite

the changes. If changes in working conditions and transfer to other tasks are not possible, the employer shall give the woman leave from work for the time necessary to protect her safety and health.

2.20.3 Work that can be dangerous

The employer is unauthorised to oblige a pregnant woman to perform work that assessment has shown could be dangerous because of pollution or working conditions and that could endanger her safety or health or her unborn baby.

It is also an authorised to oblige a woman to work during the night during pregnancy and furthermore for up to 6 months after childbirth, if such is necessary for her health and safety and she can confirm this with a medical certificate.

2.20.4 Rights in Maternal/paternal Leave Fund

A pregnant woman who is given leave from work for health and safety reasons gains the right to payment of maternal/paternal leave from the Maternal/paternal Leave Fund according to those rules that apply in this regard, without this impairing her right to maternal/paternal leave in other respects.

2.20.5 Sickness during pregnancy

If it is necessary for a pregnant woman to stop paid work for health reasons more than one month before the estimated birth date of the child, she has the right to payment from the Maternal/paternal Leave Fund for that period of time, in addition to standard maternal/paternal leave, but nevertheless no longer than for 2 months. In addition to the right to lengthening of payments from the Maternal/paternal Leave Fund, a pregnant woman that needs to stop work because of illness has the right to payments from the employer pursuant to general provisions of collective bargaining agreements on sickness rights. There can also be payment of per diem from the sickness fund of the trade union in question and from Iceland Health Insurance (http://www.sjukra.is/heilbrigdisthjonusta/sjukradagpeningar/).

2.20.6 The right of pregnant women to pay during prenatal checkup

In early 1998, with an agreement made between ASI, its national associations for its affiliated associations and counterparties, it was ensured that pregnant women had the right to absence from work for prenatal checkup without deductions from fixed wages. The provision is as follows:

"Pregnant women have the right to necessary absence from work for prenatal check-ups without deductions from their fixed salaries if such check-ups need to take place in working hours.”

2.21 Gender equality legislation - equal pay certification

2.21.1 Act on equal opportunities for men and women

The objective of this Act on equal opportunities for men and women (number 10/2008) is to implement and maintain equality and equal opportunities for men and women, and in this manner to level the position of the genders in all areas of society. All individuals shall have equal opportunities to enjoy the fruits of their own efforts and to develop their talents regardless of their gender. The first gender equality laws were passed in 1976 and have been regularly reviewed. The gender equality law now in force was passed in the Althingi in February 2008. Chapter 3 of the gender equality law deals with rights and obligations on the labour market. There it states that employers and trade unions shall work deliberately towards levelling the position of the genders on the labour market. Employers shall particularly work towards levelling the position of the genders within their companies or institutions and make efforts to ensure that jobs are not categorised as particularly women’s or men’s work. Particular emphasis shall be placed on levelling the share of the genders in management and positions of influence.

2.21.2 Gender equality plans in companies and institutions

Companies and institutions with staff of more than 25, shall generally on an annual basis, define a gender equality plan or integrate the gender equality viewpoint in their personnel policy. The plan shall among other things, specifically prescribed objectives and a plan shall be made on how they will be achieved in order to ensure the rights for employees that are prescribed in the gender equality legislation.

- The gender equality plan and gender equality point of view in the personnel policy shall be reviewed every 3 years.
- Companies and institutions shall provide the Centre for Gender Equality with a copy of their gender equality plan, or personnel policy if they do not have a gender equality programme, together with their action plan, when the Centre for Gender Equality so requests.
- Furthermore, companies and institutions shall submit a report on developments in this field, within a reasonable period, to the Centre for Gender Equality.
- In cases where an enterprise or institution has not set itself a gender equality programme or mainstreamed gender equality perspectives into its personnel policy, the Centre for Gender Equality shall instruct the enterprise or institution in question to remedy the situation within a reasonable time limit.
- The same shall apply if the Centre for Gender Equality deems

  the gender equality programme of an enterprise or institution to be unsatisfactory, or if gender equality perspectives have not been mainstreamed in its personnel policy with sufficient clarity.
- Where an enterprise or institution fails to comply with instructions given by the Centre for Gender Equality, the Centre for Gender Equality may determine that the enterprise or institution in question is to pay per diem fines until it complies with

  the instructions.
- The same shall apply when an enterprise or institution neglects providing the Centre for Gender Equality with a copy of its gender equality programme, or personnel policy if it has no gender equality programme, and its plan of action, when the Centre for Gender Equality so requests, or refuses to give the Centre for Gender Equality a report on developments in this field.

2.21.3 Vacant positions, vocational training and re-education

Vacant positions shall be equally open to women and men. Employers shall ensure that women and men enjoy the same opportunities for re-education and vocational training and to attend courses held to increase competence in work or as preparation for other work.

2.21.4 Equal pay rights

The Act prescribes that women and men employed by the same employer shall be *paid equally* and shall enjoy *the same terms of employment for the same or equally valuable jobs*.

- *Equal pay* means that pay shall be decided in the same manner for women and men, and that the criteria on which a decision on pay is based does not constitute gender discrimination.
- Terms means, in addition to pay, pension rights, holiday rights, sickness rights and all other terms of employment or entitlements that can be evaluated in monetary terms.
- Every person is authorised to reveal what he is paid, should he choose to do so.

PAY: Ordinary remuneration for work and further payments of all types, direct and indirect, whether they take the form of benefits or other forms of payment by the employer to the employee for his or her work.

2.21.5 Gender Equality Complaints Committee

It is possible to refer alleged breaches of gender equality legislation to the Gender Equality Complaints Committee which processes the submission and delivers a written ruling on whether the provisions of the Act have been breached. Parties to the case are authorised to refer the Committee's ruling to the courts.

2.21.6 Gender equality certification for companies and institutions

In June 2017, amendments to the Gender Equality Act (10/2008) on gender equality certification were passed by the Althingi and that are in force from 1 January 2018. The objective of gender certification is that the equal pay systems of companies and institutions are certified in accordance with international requirements that apply to certification and certification bodies.

A company or institution with an average of 25 or more employees on an annual basis shall acquire certification following a certification body's audit of a company's or institution's equal pay system that confirms that the equal pay system and the implementation meet the requirements of the ÍST 85 standard.

2.21.7 Confirmation of audit of equal pay system

Associations of parties to the labour market are authorised by the law to make an agreement in collective bargaining agreements to the effect that in an equal pay system audit of a company or institution where 25-99 employees work on average on an annual basis, the company or institution may choose whether the audit is made on the basis of article 1 b or article 1 c of the IST 85 standard.

- Article 1 b of IST 85 standard: *"A company that deems that it fulfils the requirements of the standard can seek confirmation that the requirements are fulfilled from stakeholders, such as employees."*
- Article 1 c of IST 85 standard: *"A company that deems that it fulfils the requirements of the standard can seek certification of its equal pay system by a competent party."*
- According to the definition of IST 85 standard, a stakeholder is: *"An employee, an association that protects the interests of its members, an institution or other parties that have legally protected interests."*

2.21.8 Equal pay symbol / equal pay recognition and its registration

When the Centre for Gender Equality has received a certification certificate on the outcome of the audit, the Centre for Gender Equality shall award an equal pay symbol to the company or institution that shall remain valid for the duration of validity of the

certification.

If the Centre for Gender Equality receives a confirmation certificate together with the stakeholder's report on the outcome of the audit, the Centre for Gender Equality awards equal pay recognition to the company or institution based on the confirmation that shall remain valid for the duration of validity of the confirmation.

The Centre for Gender Equality shall maintain a register of companies and institutions that have acquired certification or confirmation and display it in an accessible manner on the Centre's website.

The Centre for Gender Equality shall also maintain a register of companies and institutions that employ an average of 25 or more employees on an annual basis and have not received

certification and the associations of the parties to the labour market shall have access to this register.

2.21.9 Follow-up by parties to the labour market

Associations of parties to the labour market are to monitor that companies and institutions where 25 or more employees work on average on an annual basis, gain certification according to article 1 c or article 1 b of IST 85 standard and renewal of that certification.

Companies and institutions to provide the information and documentation that associations of parties to the labour market considered necessary to conduct their surveillance. If a company or institution has not gained certification or confirmation, or renewal, or does not provide the necessary information or documentation, associations of parties to the labour market can notify this to the Centre for Gender Equality. The Centre for Gender Equality can direct instructions to the company or institution in question to take the necessary remedial action within a reasonable period of notice or face the imposition of per diem fines.

The Minister shall have assessments made of the results of the certification and confirmation of the equal pay system of companies and institutions at 2 year intervals.

2.22 Reconciliation of work and family life

In article 21 of Act number 10/2008 it states that employers should take those measures necessary to enable women and men to reconcile their work obligations with their obligations to their family. Amongst other things, such measures shall be aimed at increasing flexibility in the organisation of work and working hours in such a way as to take account of both employees' family circumstances and the needs of the labour market, including facilitating the return of employees to work following maternity/paternity or parental leave or leave from work due to pressing and unavoidable family circumstances.

2.22.1 Integration - a new way to gender equality

The debate on gender equality has increasingly revolved around women's rights being and an integral part of human rights and the prerequisite for further democracy. This emphasis has engendered the principal claim that only by bringing women and men equally to the table for matters of influence and power, can one say that the conditions for democracy are fulfilled. Instead of approaching gender equality as a separate subject that is only of interest to women, as most people benefit from changes in this field, it is therefore normal that most participate in the debate and in the changes.

Gender affects our life, whether we are employees, disabled, looking for work, managers, politicians, children, handicapped or belong to an ethnic minority. Decisions that at first sight seem to have little to do with gender, have more often than not varying impact on the lives of women and men. Official measures, both political and socio-political, can variously have the effect of increasing or lessening discrimination by gender, though this had neither been the intention nor foreseeable.

If one is to take the effects of gender into account in managing and organising society, one has to take varying behaviour, expectations and needs of both women and men into account. The objective is to weave the gender viewpoint into all policy-making within the society, redefine traditional roles of the genders and enable both women and men to integrate work and family life.

Four basic prerequisites of integration need to be in place when the gender equality viewpoint is woven into all general policy-making. They are: information on the status of women and men, education on equality issues, responsibility for implementation and last not least methods that can be applied to achieve a more equal status for the genders in this manner.

2.23 Personal privacy protection for employees

Personal privacy of private life is protected by article 71 of the Constitution of Iceland and in article 8 of the European Convention on Human Rights. This right applies to the workplace, as elsewhere. Employees therefore enjoy protection of their personal privacy in their work, but employers can, on the other hand, in some instances, have the right and duty to monitor company operations. It can be difficult to define the boundaries of this right and here there will be discussion on the main rules that apply on protection of employees' personal privacy.

2.23.1 Regular monitoring by employer

Employers monitor their operations in a variety of ways. Such monitoring is in many instances, not only based on requirements by the employers themselves, but also on the law and/or contractual obligations they bear.

One can divide this monitoring into 2 categories:

- Regular monitoring where employees' performance is measured and/or quality and safety of the manufacturing or service.
- Recording information on payment of wages, on rights the employees accrue, on payment of wages related charges etc.

2.23.2 The "new" monitoring by employers

In recent years there has been a significant increase in instances of monitoring by employers going beyond the framework described above. In some instances, such monitoring can have reasonable explanations, such as when it is verifiably used for the purposes of safety and/or protection of property. It often seems, however, that new and rapid technical developments in the field of surveillance technology are the driving force rather than that there is a real need.

The new monitoring manifests itself mainly in monitoring by recording information about employees, in such a manner that it encroaches on employee's personal privacy, about them as individuals and about their private life. In many instances, employers can indicate logical reasons for such monitoring, but go further than is required given the declared purpose at the outset.

This specifically relates to:

- The use of surveillance cameras in work areas or in employees' personal space.
- Monitoring of employees' use of email and Internet.
- Taking biological samples to measure employees' use of alcohol or drugs.
- GPS locators in vehicles.

2.23.3 Employees right to respect of personal privacy

Employees being at the place of work, their use of professional equipment provided to them by an employer, including computers, and the signing of an employment agreement etc., does not authorise an employer to unilaterally and without notice, impair the personal privacy of employees and their right to protection of their personal privacy at the workplace. In this connection it is pointed out that according to the Constitution, everyone is assured the right to respect for personal privacy, the home and family. It is only authorised to limit this right in the case of a pressing necessity because of the rights of others and then specific legal authority must be in place. The individual does not relinquish these constitutional rights by simply becoming an employee of another party.

One may, however, expect some conflict or impairment of an employee's personal privacy when the interests of employees and of the employer conflict, and these cases need to be evaluated in each instance. The authority of the employer and the

lengths he may go to in monitoring and collection of data can be found in the main principles of the Act on data protection and processing of personal data.

2.23.4 Act on data protection and processing of personal data

Act number 90/2018 on data protection and processing of personal data, prescribes the authority that, for example, employers have to record and process personal information, including information about employees.

The main principle of the legislation is that the recording and processing of personal information is only authorised if the individual in question has given his clear consent. Because of the special nature of employment relationship, employees are in a difficult position to deny, retract or change a prior declaration of consent. It is therefore not certain that a declaration of consent gives an employer unconditional authority to process sensitive personal information. He will also have to take care to respect the 5 main principles that will be discussed here below. Processing of personal information can also be authorised in other instances, such as if the processing is necessary to fulfil a legal obligation that rests on an employer or to protect critical interests of the individual in question, such as in the case of critical safety interests. Special additional requirements are made for recording and processing of sensitive personal information, such as information about health, including hereditary characteristics, usage of drugs, alcohol and narcotics.

2.23.5 Five main rules on recording personal information

Even if an employer has, as appropriate, authority to record information about his employees, he must always, when recording such personal information, respect the following five main rules that the information about employees is:

- Processed in a fair objective and lawful manner, and that all treatment of this information is in accordance with conscientious processing methodology for personal information.
- Acquired for a clear and objective purpose and not processed further for another and incompatible purpose.
- Not in excess of that which is necessary, given the purpose of the processing.
- Reliable and updated as required. Unreliable or imperfect personal information, in the context of the purpose of the processing, must be deleted or corrected.
- Stored in a manner such that it is not possible to identify the individual in question to a greater extent than is necessary in the context of the purpose of the processing.

2.23.6 Obligation of employers to inform employees about processing of personal data

The legislation imposes a special obligation on employers that they inform employees about the monitoring to which they are subjected. The purposes among other things, so that employees can protect their interests by, for example, objecting to gathering information which infringes the law or by objecting to incorrect information that has been recorded about them.

More precisely, an employer is obliged to inform employees about the following:

- The information about them that has been processed.
- The purpose of the processing.
- Who receives, has received or will receive the information.
- The source of the information.
- What security measures are in place during processing of the information.

2.23.7 Mandatory reporting of processing

If an employer plans to collect and process sensitive personal information, such as information on health, including

information on genetic characteristics, use of drugs, alcohol and narcotics, then he is obliged to notify the Data Protection Authority about the processing before it commences. The same applies to recording information about colour, race, political views, religious or other philosophical beliefs, trade union membership, criminal acts and criminal record. The employer is obliged to notify the Data Protection Authority about the processing of personal information deemed to be a normal part of his operations and that only covers those connected with his work or scope of work, such as customers, employees or members. The same applies if necessary to comply with the law or contractual obligations, including collective bargaining agreement by which the employer is bound. The same applies to electronic surveillance, unless it is totally or in part digital or processed in such a manner that one can quickly find in a collection of images/sounds, information about specified individuals. In such cases it is obligatory to notify the Data Protection Authority about the surveillance.

2.23.8 Electronic surveillance

In the Data Protection Authority rules, there is discussion on electronic surveillance at the workplace, in schools and in other areas that a limited group of people generally traverse. According to these rules, electronic surveillance can specifically be conducted in the following manner:

- By surveillance cameras.
- With equipment to monitor use of telephone, email and Internet.
- Driver monitoring systems.
- Electronic location equipment and
- Electronic access control.

They do not apply to monitoring attendance, for example with a clocking in card. Electronic surveillance must be conducted for an objective purpose, such as for security or protection of property. Surveillance to measure employees' work and productivity is also dependent on there being a specific need because:

a) It is not possible to control work in the surveillance area in any other manner, or
b) Without surveillance it is not possible to guarantee safety in the working area in question, such as in the light of health and safety and pollution protection measures, or
c) It is necessary because of a special agreement on terms of pay in the company in question, such as when pay is based on productivity - related, time-measured pay systems

In the Data Protection Authority rules, there is discussion on electronic surveillance at the workplace, in schools and in other areas that a limited group of people generally traverse. The rules apply regardless of the type of technical equipment used, such as whether network servers are used, equipment to monitor telephone usage, surveillance cameras, web cams, driver monitoring devices, electronic locater equipment etc. They do not apply to equipment for monitoring attendance, such as clocking in machines.

In all electronic surveillance, care should be taken not to go further than vital necessity requires, given the objective of the surveillance. Care should be taken to respect the personal privacy of those subjected to surveillance and to avoid all interference with their private life. When making a decision about whether to use electronic surveillance, it shall always be ascertained whether the objective of such surveillance could be achieved with other milder and realistic measures. Secret surveillance is unauthorised unless it is supported by legal authority or by a ruling by a judge.

2.23.9 Storage, dissemination, destruction and other treatment of personal information

Personal information collected with electronic surveillance shall be destroyed when there is no longer a reasonable purpose for preserving it. Reasonable purpose for preserving information, can among other things be based on instructions in legislation or on the fact that the controller is still working with the data in accordance with the initial purpose for gathering

it. Information that results from electronic surveillance may, however, not be kept for longer than 90 days unless authorised by the law. This does not apply to personal information that results from recording events or that is stored in backups.

Personal information that results from electronic surveillance may only be used for the purpose for which it was collected, and only to the extent necessary for the purpose. It may not be processed or passed on to another party without the consent of the person recorded or according to a decision by the Data Protection Authority. It is however authorised to give the police information about an accident or alleged criminal action.

2.23.10 Employees' email and Internet usage

According to the rules of the Data Protection Authority, it is unauthorised to read private emails, except in the case of critical necessity, such as because of a computer virus or comparable technical event. It is authorised to examine information on employees' browsing, connections and data quantity, if there is a reasonable suspicion that he has breached the law, enforce or rules or instructions of the employer. If the reason for the viewing is suspicion of a criminal act, the assistance of the police shall be requested.

When viewing email or Internet use, care should be taken to first inform the employee and give him the opportunity to be present at the viewing. This does however not apply if it is not possible, such as because of an employee's serious illness. If an employee cannot himself be present at the viewing, he shall be given the opportunity to nominate another person in his place. On termination of employment, the employee shall be given the opportunity to delete or take a copy of emails that are not related to the employer's operations. It is unauthorised to view information about an employee's network usage after dismissal, except where the above conditions are fulfilled, such as because of the computer virus or comparable technical event, reason, suspicion of a breach of rules or because of a criminal act.

2.23.11 Driver monitoring devices

The use of driver monitoring devices is authorised. If there is a special need, such as for security reasons. It is unauthorised to use driver monitoring devices to generate information about the location of drivers unless there is a special need in the light of lawful and reasonable purpose for their use.

2.23.12 Taking up electronic surveillance - employer's duty to inform

Before electronic surveillance commences, the employer shall set rules about this and inform those employees that will be subjected to surveillance on various elements related to the implementation. Before such rules are applied, they shall be presented in a verifiable manner, such as by making an employment contract. The rules shall deal with the purpose of the surveillance, the parties that have or may have access to the information collected and how long the information will be kept. Clear provision of information and access for employees to the rules shall be ensured, such as by publishing them on the employers website, with trade unions, associations of employers or in staff manuals.

If collective bargaining agreements or an agreement considered binding between the parties, constitute greater rights than granted by such rules, then the former takes precedence.

In other respects, the following shall be specified as appropriate:

- The equipment being used, for example, digital cameras, driver monitoring devices or sound recording.
- Where electronic surveillance takes place at the workplace or in public places, it shall be clearly indicated in a conspicuous manner that surveillance is taking place, and who the responsible party is.
- Right to object to surveillance and what the consequences of this could be.
- The right of a party in question to be informed of information that is gathered about him and his right to have information corrected or destroyed.

- The extent to which Internet use is authorised, such as whether it is forbidden to access unlawful or sexually related material through through the Internet, and/or send such material by email.
- How private emails are handled and other emails.
- Whether telephone surveillance is conducted, and whether limitations, and if so which, are on private use of specified telephones.
- The consequences of breaching instructions, such as on telephone or Internet usage.
- Other issues, to the extent needed, having circumstances in mind in each instance, such as the ability of employees to protect their interests.

2.23.13 The right to view data that results from electronic surveillance

A person who has been subjected to electronic surveillance has a right to view data, for example, to listen to sound recordings made about him with the surveillance in accordance with paragraph 3 of article 14 of Act number 90/2018 on personal data protection and article 18 of Act number 77/2000. One may make such a request orally or in writing and the employer shall as soon as possible and no later than within one month from receipt of the submission, accede to the request. In the event of a dispute it may be referred to the Data Protection Authority for resolution. The Data Protection Authority can then instruct the controller to preserve the data until the Authority's conclusion is delivered.

2.24 Narcotics test (alcohol and narcotics testing)

Access to and processing of information about employees' health requires particular care. Employers can have lawful interests in knowing whether employees' health may be in danger because of circumstances at the workplace. Processing of information about such issues should however be at a minimum, and the employer has in reality, only the right to confirmation of whether an employee is fit for specific work or not.

If an employee has lawful interests in investigating use of narcotics by employees, including alcohol, it is necessary that such tests are conducted by health workers, that only the conclusions that relate to employees' fitness to work are delivered and that regular tests in this field are only permitted in those instances where special safety considerations recommend them. Special considerations also need to apply if the conclusions are to be kept.

The right to personal privacy constitutes, among other things, protection against physical examinations, including narcotics tests. More detailed discussion can be found in Act number 90/2018 on personal data protection. Legal protection ensures that the processing of information on narcotics tests shall be objective and professional. The matter under discussion here concerns important, fundamental rights and in all instances, personal privacy shall enjoy the benefit of the doubt, if necessary. No special rules apply to narcotics testing by employers in this country and for this reason, the main principles of the above specified legal authority regarding personal privacy and treatment of personal information are applied. In an opinion by the Personal Data Authority on the processing of personal information when conducting narcotics testing, it is stated that the Personal Data Authority considers it desirable that legal authority should be invoked to set rules on narcotics testing in the workplace and processing of personal information, or that this is done in a collective bargaining agreement. One should keep in mind that such rules cannot go impinge further on the rights of individuals than the above specified legal authority prescribes as being in order.

With reference to the above, it is most important for trade unions to pay particular attention to the following:

1. That the purpose of the tests is reasonable.
2. That they are conducted by professionals.
3. That treatment, storage and destruction of information from the test system is in accordance with the law on personal data.

4. That reactions to the conclusions are in accordance with their nature and that the employee enjoy the benefit of the doubt.

2.24.1 Can any person whatsoever need to be subjected to a narcotics test?

An employer that considers himself to have justifiable reasons to have his employees take a narcotics test, shall ensure that prior to such testing, real and valid consent is acquired for each individual employee. Employees shall furthermore be informed of the implementation of such tests and of the legal position in the light of constitutional rules on personal privacy.

2.24.2 What criteria can an employer have for sending an employee for a narcotics test?

The criteria must be reasonable and intended first and foremost to protect life and bodies of individuals and/or reduce the risk of major damage to assets or the environment. This could relate, for example to jobs that concern transport of heavy goods, construction of buildings, security monitoring, health service, care and heavy industry (n.b. non-exclusive list). Generally speaking, one must evaluate each job individually, which means that it is not in accordance with good practice to set general rules directed at specific operations without identifying the jobs within the sector that are risky in the above specified understanding.

2.24.3 When shall such tests be conducted?

Narcotics testing is is an invasion of an individuals' personal privacy, which is considered an important and indisputable human right. Tests shall thus be conducted by health professionals and only high quality unrecognised tests shall be used.

2.24.4 How shall the information and data generated by narcotics testing be treated?

Information on people's health is considered to be particularly sensitive personal information, and it shall be treated as such. Information is first and foremost for the individual who took the test and for the professional who conducted the test and its processing.

One must furthermore place strong emphasis on the storing and subsequently destroying of personal information of the type that conclusions from narcotics testing are, being conducted according to the strictest rules on treatment of such information.

2.24.5 For whom are the conclusions of narcotics testing?

The conclusions of narcotics testing are solely for the employee that took the test. It is unauthorised to reveal the conclusions to an employer without the consent of the employee in question. In fact, one can say that it is in his hands whether he reveals the conclusions to anyone, but it is certainly so that an employer who has reasonable suspicion about use of narcotics by an employee can interpret his silence on the conclusions to mean that they had not been advantageous for the employee.

2.24.6 What if the conclusion of the test reveals narcotics use by an employee?

This does not necessarily lead to summary voiding or termination of the employee's employment contract. One must respect, proportionality in this connection, and there is, for example, a material difference between whether the conclusions show 1) that the employee was under the influence at work; 2) or whether the conclusions show that the employee had recently used narcotics but had not been under the influence during working hours. Each case must be evaluated individually, and whether it is fair to review the employment contract in any way in the light of the conclusion. In this connection one should clearly have in mind that it is lawful and fair that the employee enjoy the benefit of the doubt.

It is important that the company that requests that employees take a narcotics test have valid reasons and also form policy

on how to react if conclusions show that an employee has a narcotics problem. In this connection, one can point out that many companies have elaborated policy on support and assistance for employees who struggle with an alcohol problem and this is laudable.

2.25 Workers in part-time work

Part-time workers and those who regularly work for part of the day or are not in full-time employment in another manner (job/job proportion agreed on in advance). According to the law and to collective bargaining agreements, employees in part-time work may not enjoy proportionately worse terms or be subject to poorer treatment than comparable employees in full-time work, for the sole reason that they are not in full-time employment. This can only be done by the employer, if he can justify it on the basis of objective reasons.

2.25.1 Wages and other terms of employment for part-time workers

Wages: Those who are appointed to work part of the day and work during regular work hours, receive proportional weekly or monthly wage rates on the basis of the working time of permanent employees, according to the collective bargaining agreement in question.

Rights: Part-time employees of the same rights to payment of contractual and statutory accrued rights as those that work full-time. This applies for example, to days off, sickness and accident days, dismissal notice, increments for length of service etc. Payments should be on the basis of the job proportion and on a normal working day of the employee in question.

2.25.2 Changes to job proportion

Part-time employees often have justified reason to request changes in their job percentage, such as if there are changes in their financial and/or social circumstances. The same can apply to employees in full-time employment. The obligation is imposed on employees that they endeavour, to the extent possible, to:

- Take into account the wishes of an employee to move from full-time work to part-time work or from part-time work to full-time work;,
- Take into account the wishes of an employee to increase or reduce his/her work proportion, should there be latitude to do so, and
- Facilitate access to part-time work at all levels of the company, including among specialised and management jobs.

2.25.3 Employee duty to inform

Employers must provide timely information on jobs that become available at the workplace, including part-time work, in order to facilitate movement from part-time work to full-time work and vice versa.

Employers are furthermore obliged to provide trade union representatives with information about part-time work at the place of work.

2.25.4 Work education and training

Employers are obliged to facilitate access to work, education and training for part-time workers, among other things to enable them to increase their skills and to support progress in their careers and mobility in their work, in the same way as for full-time employees.

2.25.5 Protection from dismissal

An employee's refusal to move from full-time to part-time work, or vice versa, can never on its own be valid reason for dismissal. A dismissal can however result from another cause, such as a company or institution's operational needs, and is not considered to be contrary to the law if it is according to law, collective bargaining agreements or custom.

2.26 Temporary appointment

2.26.1 Temporary work - deviation from the main rule

On the labour market, the main rule applies that people are hired to work for an indeterminate period of time. Employment contracts with this undefined duration can be terminated if the conditions of the collective bargaining agreement on written dismissal and notice of dismissal are complied with. Employers and employees are authorised to make temporary employment agreements, but public sector employers must base a decision on making a temporary agreement on objective considerations. In such agreements, agreement is reached in advance on when it ends and this end is tied to a specific event, for example, a specific day, completion of a defined project or specific circumstances. It is not possible to terminate a temporary agreement unless a specific agreement has been reached on this.

2.26.2 Improved position of employees with temporary appointments

The Althingi passed an act on temporary appointment of employees in 2003 that had the objective of ensuring that employees with temporary appointments were not discriminated against when compared with those who had appointments of undetermined duration, and to prevent abuse based on each temporary employment contract taking over from the last one without any objective reasons.

2.26.3 Ban on discrimination

A person who is appointed on a temporary basis should neither enjoy proportionately poorer terms of employment, nor have to accept poorer treatment than those who are appointed indefinitely, for the sole reason that that person is appointed temporarily, unless this is justified on the basis of objective reasons. When a specific length of service is required to gain specific terms of employment, the same conditions shall apply to an employee with a temporary appointment as to an employee with an appointment of undefined duration, unless the requirement for varying length of service is based on objective reasons.

2.26.4 Limitation on rights to repeated temporary appointments

The Act on temporary appointment of employees limits the number of times an employee can be appointed temporarily. Special emphasis is in reality placed on employees being appointed indefinitely. It is not authorised to lengthen or renew a temporary employment contract such that it would last longer than 2 years. Exceptions apply to managers. A new employment contract is considered to take over from another if it is extended or if a new temporary employment contract is made within 3 weeks from the end of the period of validity of an older agreement. Trade unions and associations of employers are authorised to come to agreement on another arrangement for extending or renewing temporary appointments, where the needs of employees and employers in the sector covered by the collective bargaining agreement are taken into account.

2.26.5 Employer duty to inform

Employers must provide their temporary employees with information about jobs that become vacant within a company, including part-time work, with good notice, so they have the same opportunity to be appointed permanently as others. This can be done with general announcements at appropriate locations in the company.

2.26.6 Work education and training

Employers are obliged to facilitate access to work, education and training for temporary workers, among other things to enable them to increase their skills and to support progress in their careers and mobility in their work. Employers are furthermore obliged to provide union representatives with information on temporary work within the company.

3. Chapter- Health and safety

3.1 Workers' safety representatives

In a company with 1-9 employees, the employer and/or the foreman shall encourage good working environment, health practices and safety at the workplace, in close cooperation with employees and their social representative.

In companies with 10 or more employees, the employer shall nominate one representative - a safety officer - and employees nominate one from their group - a safety representative - who jointly monitor that working environment, health and safety in the workplace comply with laws and regulations. In a company with 50 employees a health and safety committee shall be formed. Employees elect two representatives from their group and the employer nominates two. The security committee organises occupational safety within the company, teaching employees about health and safety and monitors that health and safety work returns the intended results. The employer shall consult and cooperate with the safety officer and safety representative/safety committee on health and safety work and make plans for health and safety. When there are no such officers or representatives in the case of a very small company, consultation and cooperation with employees shall be standard practice. In their inspection visits, employees of the Administration of occupational safety and health shall contact the employer or his representative, representative of employees and health and safety committees where they have been formed. Safety representatives and employee representatives in health and safety committees enjoy statutory protection in their jobs, equal to that enjoyed by union representatives. It is unauthorised to dismiss safety committees for their work as safety representatives, or in any way have them suffer for having been elected to that position. Provisions on election of safety representatives and the appointment of safety officer are in Chapter II of Act number 46/1980 on health and safety at the workplace, (https://www.althingi.is/lagas/nuna/1980046.html).

3.1.1 Role and rights of safety officers

An employer shall consult and cooperate with the safety officer and/or safety representative/health and safety committee on safety work and make plans for health and safety at the workplace. Safety representatives and safety officers shall work towards improved working environment, health and safety at the workplace in companies and shall monitor that measures in this field return intended results. The duties of security representatives have no impact on the employer's responsibility pursuant to the law. Safety representatives shall have adequate time, given the scope of their work, to perform their duties in monitoring working environment, health and safety at the workplace without losing pay. The employer shall ensure that safety representatives have the opportunity to acquire the necessary knowledge and education on working environment, health and safety at the workplace. In their inspection visits, employees of the Administration of occupational health and safety shall contact the above specified parties.

3.1.2 Election of safety officers

The regulation on organisation and implementation of safety work at workplaces no. 920/2006 deals with the election, role and tasks of safety officers. (https://www.vinnueftirlit.is/media/sem-heyra-undir-vinnuvernd/920_2006.pdf).

The election of a safety officer shall be conducted with a written vote which shall have a duration of at least one working day, or at an employees' meeting which has been called with at least one day's notice. If the election takes place at an employees' meeting, it is important that the call to the meeting states its purpose.

At workplaces where there are one or more union representatives, they shall organise and conduct the election of safety officers. At workplaces where there is no union representative, employees shall seek assistance from the relevant union/unions for this election.

3.1.3 Right to vote and to be elected

All employees in a company have a vote, except managers, regardless of their term of employment or percentage position.

All employees are eligible to be elected, except managers. It is important that a person who stands for election as a safety representative, has worked at least one year in the company and who has in his daily work, an overview of most parts of operations and/or is on site for as large a part of the working day as possible.

3.1.4 Term of office

The election period of safety officers shall generally be 2 years.

3.1.5 Notification

The employer notifies the Administration of occupational health and safety about those that are nominated as safety officers and that are elected as safety representatives. Union representatives/ those that prepare elections of safety representatives, inform trade unions about who was elected.

3.2 Occupational safety

Unions treat occupational safety as a matter of extreme importance because the well-being and safety of their members is important to them, though they are not formally responsible for the working environment and health and safety at the workplace.

Basic rules on working environment and occupational health and safety can be found in legislation on working environment health and safety at the workplace number 46/1980, as amended. In addition to this, there are very many regulations and rules on specific elements related to occupational safety.

Rules on occupational safety in this country are largely based on European or Scandinavian rules on the same subject.

3.2.1 Objectives and measures for occupational safety

Legislation and rules on occupational safety endeavour to:

- Ensure a safe and healthy working environment which is also in step with social and technological developments in the society.
- Ensure that within the workplace itself it is possible to solve health and safety problems.

The objective of occupational safety is to support employees' health and safety and prevent damage to their health, both mental and physical, that can be caused by circumstances at the workplace. This applies to workplace environment and layout, the work itself and how it is organised. Employers bear fundamental responsibility for health and safety at the workplace. Substantial and effective occupational safety work is furthermore based on cooperation between the employer and his representatives, safety representatives and all employees. Systematic occupational safety work in companies is based on the obligation for employers to make a written plan for health and safety at the workplace is an important element in effective occupational safety work. The plan shall include risk evaluation, preventative measures and plans for employees' health protection.

3.2.2 Occupational health and safety work in companies

Occupational safety is a joint task of employees and employers. An important prerequisite for effective occupational safety work in companies is cooperation between employers, employees and their representatives. Legal obligations of employers

are clear and unambiguous. The participation of employees and their representatives in occupational safety work is furthermore important to ensure good results. In this respect, the views of employees, their practices at the workplace and the way they react to each other are extremely important for effectiveness.

3.3 Duties and responsibility

Both employers and employees have duties to perform if occupational safety work is to return results. It is important that there is good understanding and cooperation about occupational safety between the employer and employees, and with this one can be confident that employees' occupational safety will be assured.

3.3.1 Duties of the employer

An employer's duties are among other things the following:

- The employer shall ensure that stringent safety measures and a good working environment for health shall be in place at the workplace.
- The employer shall clearly indicate to his employees the accident and sickness risks related to their work.
- The employer shall ensure that employees receive the teaching and training necessary for them to conduct their tasks in a manner that does not engender risk.
- The employee shall ensure cooperation on health and safety matters within the company.
- The employer shall follow instructions and fulfil the duty to notify to the Administration of occupational health and safety and shall ensure that the necessary investigations and inspections are made.
- The employer shall inform safety representatives about instructions from the Administration of occupational safety and and these representatives shall have access to the inspection book and other documentation related to the working environment, health and safety at the workplace. If there is no occupational safety representative of workplace, the union representative shall have the opportunity to acquaint himself with this documentation.

The foreman is the representative of the employer and makes sure that all equipment is in good order and that organisation is safe at the workplaces supervised by him.

3.3.2 More than one employer

Where more than one employer is a party to operations at the same place of work, they shall jointly work towards a good working environment and safe and healthy working conditions at the workplace, in accordance with the law and regulations.

An employer who is responsible for the main operations of the company shall take measures to ensure that the representatives of other companies with operations within the company receive information on risk assessment and plans for occupational safety of employees in the company. He shall also ensure that employees of other companies that work at the workplace, receive appropriate instructions on risks that relate to health and safety while work is being done within his company.

3.3.3 Duties of employees

Employees' duties are among other things:

- Employees shall participate in cooperation that aims at increased safety and a better working environment and health at the workplace. Employees shall take care about their own safety and that of others.
- Employees shall make efforts, within their own field of work, to have a satisfactory working environment and to encourage compliance with the measures taken to increase safety and improve the working and health

environment.

- An employee shall notify the safety officer, safety representative, foreman or employer without delay if he notices that something is lacking or dangerous in the workplace or in execution of the work.
- If safety shields need to be removed, or similar items, because of repair or installation of equipment or machine, then the party conducting the work shall immediately return the safety equipment to the appropriate place or take other measures, on completion of the work.
- Those who work in a workplace where two or more employers are involved in the work, employees shall follow the rules that apply to cooperation on working environment, health and safety and the rules that apply to the job that they themselves are doing. When an employee is working in another location than his normal workplace, he shall comply with the rules on working environment, health and safety that apply to the workplace in question, and the rules that apply to the work that he is doing.

3.4 Knowledge and training

Active occupational safety requires knowledge and training, both for the employer and employees. It is therefore important that the regularly gain knowledge and training.

3.4.1 Knowledge and training for employers and employees

The employer shall ensure that those chosen to deal with safety and health issues in his company, safety representatives, safety officers and representatives in safety committees, have the opportunity to gain the necessary knowledge and education related to health and safety at the workplace, for example by attending recognised courses in this field. The employer shall grant them a role in organisation that relates to working environment, health and safety at the workplace. Safety representatives shall be granted adequate time, on the basis the scope of their work, to conduct their duties regarding monitoring of health and safety at the workplace, without loss of pay.

3.4.2 Employee training

The employer shall ensure that an employee gathers sufficient knowledge related to his own work and to risk factors in the working environment in order to prevent damage to health and accidents at the workplace:

- As soon as he is appointed to the job
- When he is moved to another location or another job
- When new equipment is taken into use or altered
- When new technology is introduced.

It should be specifically ensured that jobs that inherently have a significant risk of accident, exposure to toxicants or sickness, shall only be done by individuals who have received appropriate education and training, have completed a special test and/or have reached a specific age. In a great number of specialised rules, there is more detailed discussion on the duties of employers to inform employees and provide them with the training necessary. In this context one can for example mention work with computer screens, rules on safety and loads when lifting weights and moving, and rules on the use of personal protection equipment. The cost of training is paid by the employer and training shall take place during work time.

3.5 Work and the workplace

Work shall be organised and conducted in such a manner that full safe working environment and health and safety are respected. Rules shall be set on tasks, working methods, processing and manufacturing methods considered particularly

dangerous. Warnings and signing shall be located at the workplace so that they are clear to all employees. Rules should also be displayed on measures against bullying.

3.5.1 The workplace

The workplace means an environment within or outside the building where an employee spends his time or has to traverse because of his work. Full health and safety precautions and a good working environment are required at the workplace. Rules have been set on the basis of occupational safety legislation on workplace buildings, working environment for employees, emergency exits, etc. Cleaning, ventilation, heating, toilets, cafeterias, cloakrooms and other elements at the workplace are dealt with in the regulation on workplace buildings number 581/1995 and in the rules on the working environment, health and safety measures at construction sites and at other temporary structures number 547/1996. Machines, tools and devices, parts of buildings and other equipment shall be made in such a way that complete safety, good working environment and health are ensured.

3.5.2 Dangerous substances and products

At workplaces where dangerous substances or chemical products are used, the employee shall take care that manufacturing and processing methods shall be used that ensure that employees are protected against accidents, pollution and illness. When risk assessment indicates that the health and safety of employees is endangered because of dangerous substances, the employee shall ensure that safety instruction sheets and written instructions are on display at the workplace to the extent possible, and that employees are informed about their content. The instructions shall show how to respond when a mishap or accident occurs in connection with dangerous substances or chemical products. A substance or chemical product that threatens or could threaten the health and safety of employees shall be in safe packaging at the workplace. Dangerous chemical waste and pollutants shall be stored in a safe manner at the workplace. At places of work where dangerous material or chemical products are used to the extent that they could create danger for people and the environment, the employer shall take safety measures to prevent such accidents. The employer shall furthermore take measures to be able to respond to such accidents, such that their consequences can be mitigated without delay.

3.6 Risk assessment and health and safety

An employer is responsible for making a written plan on health and safety at the workplace. The plan shall among other things, includes risk assessment and a plan for health protection. Employee representatives shall be consulted during the preparation and implementation of the plan. The plan on health and safety at the workplace, shall be reviewed when changes to the working environment alter the basis of the plan. The plans shall be reviewed at least every 5 years if particular reasons for review have not arisen prior to that time.

3.6.1 Risk assessment

The employer is responsible for a special risk assessment being made, which shall assess risks in the work related to employee health and safety and risk factors in the working environment. When making the risk assessment, particular attention shall be paid to jobs where it is foreseeable that health and safety of those employees doing these jobs are at greater risk than other employees.

When risk assessment at the workplace indicates that health and safety of employees is at risk, the employer shall take necessary preventative action in order to prevent the risk or, where possible, mitigate it to the extent possible.

3.6.2 Health protection plan

The employer is responsible for making a health protection plan based on risk assessment, where among other things, a

plan for preventative measures are shown, including measures to be taken for the purpose of limiting occupational diseases and accidents.

The objective of health protection is to:

- Support the protection of employees against any kind of health threat or health damage that can result from their work or working conditions.
- Support the organisation of work, such that employees are allocated appropriate tasks and to support their mental and physical adaptation to the working environment.
- Reduce absences from work for sickness and accident by increasing safety and by maintaining employee health at the workplace.
- Support mental and physical well-being of the employees.

The plan for preventative measures shall include a description of how to respond to the dangers and the associated risks according to the risk assessment, such as with work organisation, education, training, choice of equipment, chemicals and mixtures of chemicals, use of personal protection equipment, fixtures and fittings at the workplace or other preventative measures. Emphasis should be placed on general measures before measures are made to protect individual employees.

An important part of the health protection plan at the workplace is a targeted plan on implementation of remedies at the workplace. It is also necessary to estimate the results of measures that have been implemented, and whether it is necessary to follow them up.

3.6.3 Health inspections

Employees shall have the option of a health inspection at the employer's cost when they are appointed, while they are in work and, where appropriate, after they terminate - given that working conditions are such that damage to health can be sustained and that with health checks one may prevent or limit occupational diseases or occupation related diseases. Evaluation of the need for employees' health inspections is part of risk assessment and health inspections can be an important element in the plan for preventative measures.

3.6.4 Responsibility of employer and service providers

It is the responsibility of the employer that a written plan for health and safety at the workplace is made. If the employer or his employees do not have the skill required, he shall seek assistance from a suitably qualified service provider.

The service provider shall have received recognition by the Administration of occupational safety and health. He shall be capable of providing comprehensive service in the field of health and safety at work places. He shall respect confidentiality in his work and treat all information that relates to employees' personal matters and their personal affairs as confidential. The employer shall ensure that health protection surveillance, checkups, tests and medical examinations do not result in loss of income for employees.

3.6.5 Psychosocial elements - psychosocial and mental conditions at the workplace

It is stated in employee protection legislation that the employee is responsible for making a plan for health protection, where among other things that should be a plan for preventative prevention and measures to be taken for the purpose of lessening occupation-related accidents and diseases. The objective of health protection is among other things to support mental and physical well-being. This concerns various psychological elements such as stress, depression, bullying, harassment and work anxiety. There are many factors that can impact on the social side of employee protection, such as work organisation, relationships between employees, work management, requirements of customers and clients.

3.7 Occupational accident, recording and notification

According to legislation on occupational safety (article 73), the employer shall record all accidents that take place at the workplace and that lead to the death or inability to work of an employee for one or more days, and the date that the accident occurred. The same applies to diseases for which the employer has reasoned suspicion or evidence that can be traced to a job or other circumstances at the workplace. The employer shall also record mishaps that take place at the workplace and that are conducive to causing accidents.

Notifications of occupational accidents, occupational diseases or occupation-related diseases shall be notified to the Administration for occupational health and safety. Notifications shall be submitted as soon as possible, without unnecessary delay. The employer shall, within one week, notify the accident in writing to the Administration for occupational health and safety and to those parties that work on occupational safety and the service provider shall receive a copy of the notification. An accident that is likely to have caused an employee prolonged or permanent damage to his health, shall be notified to the Administration for occupational health and safety, no later than within 24 hours.

The employer and those parties working on occupational safety within a company, shall treat all personal information as confidential. The employer shall provide information on conditions at the accident site, about substances concerned and about the measures taken, to the extent possible. The employer is also obliged to inform employees who are at risk, or their representative, about all mishaps where there may be dangerous substances or chemical products that may cause pollution.

A physician who finds out or who suspects that an employee or employers has an occupational disease or has been exposed to other damaging effects in the course of his work, shall, without unnecessary delay, notify this to the Administration of occupational health and safety.

Further information can be found on the Administration for occupational health and safety website.
https://www.vinnueftirlit.is/vinnuvernd/oryggi/vinnuslys/
And here one can see an information brochures on occupational accidents, preventative measures, notification and recording:
https://www.vinnueftirlit.is/media/fraedslu--og-leidbeiningarit/vinnuslys_forvarnir_tilkynning_skraning_nr30.pdf

3.7.1 Critical risk

If the Administration for occupational health and safety considers it to be currently a significant risk to employees' health and safety, or that of others, it can demand that necessary remedies are implemented immediately or that work in that part of the operations in question is discontinued. If the employer or employees that have been allocated task management, monitoring of safety or safety representative work, become aware that a critical risk of health damage or occupational accidents involving employees at the workplace has emerged, such as air pollution, toxic or flammable or dangerous substances, risk of collapse of earth, of stack of products, of structural collapse or risk of fall, explosion or other serious risk, they are bound to request that operations are immediately discontinued and/or that employees leave the endangered location.

An employee is furthermore responsible for ensuring that employees can themselves, if their safety or that of others is critically endangered, take the appropriate measures to avoid the consequences of the risk when it is not possible to contact their superior or the employee who has been allocated safety officer or safety representative work. The measures mentioned here above, do not make the parties specified there responsible for damage that a company may sustain because of stopped operations or by employees leaving a place of work where the critical risk was deemed to be and it is unauthorised to let them pay for their decision in any manner whatsoever.

3.7.2 Special rules

It is important to keep in mind that there is a large number of special rules on specific elements of occupational health and safety that relate to the workplace, organisation of work and the machinery and equipment which is used to conduct the work. This applies among other things to workplace buildings, health and safety signing at the workplace, type and use of personal protection equipment, working on computer screens and on health and safety when heavy weights are handled, to name but a few examples.

3.8 Children and teenagers' work.

The main rule is that children of compulsory school age may not be employed for work.

Exceptions from this are:

- Work on cultural or artistic events and sporting events and advertising.
- It is authorised to employ 14 year old teenagers for work as part of academic or vocational studies.
- It is authorised to employ 13 year old teenagers for light work for a limited time each week
- A regulation has defined what is deemed light work.
- Authority to employ teenagers up to 18 years of age for work is limited.
- It is unauthorised to employ them if one could expect:
    - The work to be beyond their capacity, either physically or mentally;
    - The work could cause permanent damage to health;
    - There is a risk of accident;
    - They are at risk because of unusually low or high temperatures, noise or vibration;
    - There is a risk of violence;

Specific rules also apply to working hours and rest hours for young people.

3.9 Inappropriate behaviour in the workplace

One may categorise inappropriate behaviour as follows:

- **Bullying**
- **Gender-based harassment**
- **Sexual harassment**
- **Other violence:** Violence is any form of behaviour that needs to, or could lead to, psychological or physical damage or suffering by the victim, also threats of this nature, coercion or arbitrary deprivation of freedom.

In Act no. 46/1980 working environment, health and safety in the workplace and in regulation no. 1009/2015 , measures are prescribed against bullying, sexual harassment, gender-based harassment and violence in the workplace. The regulation prescribes the responsibility and obligations of employers, employees and safety representative and also measures.

3.9.1 Bullying at the workplace

What constitutes bullying?

According to regulation number 1009/2015, bullying is repetitive behaviour which in general is conducive to causing discomfort for the victim, such as belittling, insulting, hurting or threatening the victim or causing him fear. The undesirable

behaviour can be either mental or physical against the victim. Difference of opinion or dispute because of differing interests is not included here and nor are communication problems.

To be considered bullying, the behaviour generally has to be repeated, belittling, or negative behaviour or development of communications must exist and cause discomfort for the victim and that the victim finds it difficult to defend himself. Bullying can be conducted by one or more perpetrators against one party.

Bullying can exist whether it is intentional or not by the perpetrator. Bullying can constitute misuse of power , informal or formal, that the victim has difficulty defending himself against. One must keep in mind that people are different and can perceive communications or behaviour in different ways; what one person thinks is appropriate and would not be offended by, could be perceived as insulting or inappropriate behaviour by another. Each individual instance must be evaluated in an objective manner on the basis of available information.

The concept of bullying is heard with increasing frequency, which can be attributed to the fact that the discussion is now more open, the concept is recognised and people are generally more aware of their rights than before. It is however important not to misuse the concept and use it for words or actions that are not deemed to be bullying. There is nothing that justifies bullying, and it is totally wrong to blame the victim.

Undesirable behaviour or conduct directed at an employee's person and respect, breach general morality and criteria on how one should address an individual. Such behaviour can result in a negative impact on the individual and even on a group of employees.

How is it possible to identify bullying?

- Is someone mentally humiliated or physically teased, made fun of because of age, gender, origin, sexual orientation, colour, gender identity or physical characteristics?
- Does an employee have to suffer hurtful and insulting comments, animosity, gossip, slander or exclusion?
- Is a victim's work belittled, or his competence; are his responsibilities reduced or is he asked to do work that is not part of his job?
- Is the victim ignored or excluded; is he allowed to be part of the group or to be a participant in activities at or outside the workplace?
- Are these repeated or regular instances?
- Has this behaviour gone on for a long time?
- Can the victim set limits and defend himself?
- Has something changed in victim's behaviour in recent months; has he become reticent, less forthcoming than before?

Communication problem, dispute or individual instance

Difference of opinion, disputes or individual instances are not bullying, even if the dispute is acrimonious. It is irrelevant whether it is groups or individuals that are involved. Bullying is only when there are repeated instances that cover an extended period of time. If individuals or employees can work together or communicate normally, this is a communications problem that it is important nevertheless to deal with.

Difference of opinion, disputes and communications problems can however escalate and be the precursor to bullying. Bullying can emerge subsequent to various events, for example, changes, new organisation, or when new employees come - or some instance that leads to disagreement or disputes that can subsequently develop into bullying.

Measures and responsibility

With continued harassment or humiliating behaviour, the victim becomes marginalised from other employees and mental pressure and stress can manifest themselves in his work. Other employees and perpetrators often stand by passively, and are of course in varying positions to intervene, where communications or lines of communication are often complex in the workplace, but it is important that someone responds to the situation.

Who is responsible for bullying?

Bullying is everyone's responsibility - if no one intervenes, then the responsibility obviously varies depending on people's position or job. An employee who has suffered or knows about bullying at the workplace, shall inform the employer or the occupational safety representative at the workplace. The employee needs to be ready to explain the matter further if requested.

An employee should be able to turn to his immediate superior, or to another manager if he considers his rights to have been infringed - failing that, to the personnel manager or union representative. In some companies and institutions, there are sometimes bullying teams working that are appointed by managers and employees, and they can be consulted.

Management responsibility

In regulation number 1009/2015 on measures against bullying, etc., it stated that the employer/manager is obliged to ensure that bullying, sexual harassment, gender-based harassment or violence. Do not take place at the workplace and to respond to notifications or complaints about the above as quickly as possible. The employer shall arrange the working environment in such a manner that it diminishes the risk of circumstances arising that are conducive to the likelihood of leading to bullying, sexual, or gender-based harassment or violence, and they are also responsible for making a plan for preventative measures and response to bullying.

Bullying has an impact on all operations and even on performance. Employees have a right to being treated with appropriate respect and can require of the employee that they are in no way subjected to insult, harassment or violence in any form. If such cases arise, the employer should intervene quickly and emphatically.

The most difficult cases of bullying are when managers bully their subordinates.

Role of union representatives

It is not the role or the responsibility of union representatives to resolve problems of communication that arise at the workplace. The responsibility to intervene about resolving arguments and disputes between employees, lies entirely with managers/superior. If a union representative becomes aware of inappropriate treatment or behaviour against colleagues, it is important that he inform managers and tell the employee where he can seek help, for example from the union. Attempts are sometimes made to make union representatives responsible for dealing with difficult communications problems, but they should never agree to resolving such matters. These are difficult and sensitive matters that take time to resolve.

What can a union representative do if he thinks an employee is being bullied?

- Inform the immediate superior, other managers or human resources manager about his suspicion or about inappropriate behaviour.
- Suggest to the employee that he consult his union, occupational safety representative or a colleague who could assist.
- Give the victim a check list to define what is happening.
- Give the victim a list of possible measures.
- Draw attention to "All about bullying" on the Social Affairs School website or, for example, to the website of the

Administration of occupational safety and health.
- Requesting teaching about matters relating to bullying

The role of the unions

Trade unions help members who have encountered communications problems at the workplace if they so request. They provide them with both legal advice and personal support. Where considered appropriate, they contact the employer to notify about the member's case. Efforts are always made to try to resolve the problem in cooperation with company management, so that the employee can continue in his job. When bullying takes place, it can prove difficult to resolve a case, but union staff give their member full support.

Reasons for bullying

There is seldom only one reason for bullying to flourish, there could rather be many interactive factors. There are mainly three factors that can lead to bullying:

- Circumstances within the company.
- Managers, management style and workplace culture.
- Communications and workplace cultures

Company circumstances

The following factors could be a good breeding ground for bullying. Check the list here below and consider whether anything could apply to your workplace:

- Difficult competitive position and/or recession
- Economy measures, pending dismissals or transfer between posts
- Pressure on employees for project completion and results.
- Lack of organisation or poor organisation of tasks.
- Poor working conditions.
- Little delegation of power.
- High staff turnover.

Management style

How do managers manage employees in the workplace? Bullying and inappropriate behaviour can thrive with the following management:

- Employees left to their own devices.
- Employees subject to oppression.
- Excessive demands made all employees and abnormal pressure.
- Competition between employees allowed to rule.
- Praise, recognition and comments not provided.
- Tasks and responsibilities not defined.

Communications culture

Consider behaviour and communications between employees at your workplace. Poor communications increase the likelihood of bullying.

- Failure to tackle communications problems and disputes.
- Gossiping allowed to flourish.
- Communications not based on understanding and trust.

- Little emphasis placed on cooperation and empathy.
- Employees required to work together, who clearly cannot.
- Cliques and closed groups in the workplace.

The impact of bullying on a company

At workplaces where inappropriate behaviour and bullying are rife, the well-being of employees can be affected which among other things can lead to:

- Diminishing productivity.
- Employees concentration impaired and mistakes increase.
- Interest and ambition of employees in their work diminishes.
- Lack of flow of information.
- Communications between employees become strained.
- Inhibits initiative.
- Sickness and absence increase.
- Desire to serve diminishes.
- Complaints occur.
- Staff turnover can increase.
- The cost of training new staff increases.
- Management time expended on extinguishing fires rather than working on preventative measures.

The impact of bullying on victims

Inappropriate behaviour and bullying can have serious consequences for victims, whether mental or physical, such as lack of concentration, loss of memory, indifference, depression, lack of confidence, sensitivity, irritation, hopelessness, impetuosity, sleep disorders, and any kind of addiction or stomach pains, digestion problems, headaches, lack of appetite, muscle strain, back pains, breathing irregularities and hot flushes. The consequences vary however between individuals. Increased pressure and stress on the victim have the consequences that he has difficulty dealing with bullying.

Fear and insecurity of colleagues

Employees are often not prepared to take a position or to support a victim, though they would like to do this. They are even afraid of being singled out themselves. One reason could also be that they do not know what the reactions would be and feel that if they intervene, this could make things even worse. The view could also be that others see what is happening, so why should I be the one to do something rather than they. Some think that it is not their business. But this is not correct - it is our business if one of our colleagues is treated badly.

There is obviously no single way in which to show support and each person must individually both evaluate the circumstances and what he is prepared to do. But it constitutes support to sit beside victim during the coffee break, or at a staff meeting and listen to the victim; offer him a helping hand at work; ask for a victim's opinion; smile warmly at a victim; ask whether it is not difficult to continuously receive negative comments; not to agree with negative comments about victim; to praise is to support. There are many ways to show support. It can be in words, gestures and actions.

Manifestations of bullying?

Bullying and inappropriate behaviour has various manifestations and events that seem unimportant at first sight can nevertheless constitute violence. It can be difficult to understand what is happening when bullying is not visible. For this reason, it is necessary to be alert to people's feelings and to the atmosphere in the workplace. If bullying is not visible, it can be difficult to oppose it, but nevertheless necessary to intervene in a purposeful manner.

Exclusion, negative criticism and comments: A victim is repeatedly not invited to a meeting, his opinion and views ignored and is repeatedly interrupted. A victim is continuously criticised for how he expresses himself, his vocabulary, grammar and wording may even be corrected. He is not listened to, is not allowed to express his opinion and he is not answered. Others complete the sentences. His professional abilities are doubted in his view on the work is not requested.

Social exclusion: Colleagues behave as though they do not see the victim, nobody sits by him, nor chats to him, nor listens to him. He is not allowed to participate in what employees do together outside work and is not told when something is planned.

Exclusion in work: The victim is required to do work or tasks that exclude him from others. Work facilities are separated from others, so he has little connection with colleagues. His opinion, and professional knowledge is not requested and it is made clear to colleagues that they should not approach him about work or with questions. The victim receives no assistance from colleagues.

Work contribution and opportunities to conduct his work: The victim is required to take on tasks that are not suitable for his knowledge and skills. He may be given tasks that demean him and that do not require the skills and knowledge he possesses. The victim feels that his work contribution is not appreciated and the tasks of little significance. On the other hand, he can also be apportioned tasks that are so many, complex or demanding that the victim cannot complete them. In this way it is demonstrated that he is not doing a good job and makes mistakes. Tasks apportioned to him can therefore be variously too simple or too complex and he feels belittled by this.

Nor does the victim get the opportunity to be visible and show that he can complete tasks, he does not know what is expected of him, or he does not get the tools he needs to complete tasks. He does not receive support to do his job, neither from colleagues nor management. He is not asked to resolve projects and nor is his opinion listened to.

A victim can see himself as isolated, that he is not doing a good job and that his job is not important and that work contribution is pointless.

Damaging work environment: Projects and work allocated to victim can be damaging to his health. Tools and work facilities are impaired or limited, which can be damaging and can impact on his health, and personal protection equipment clothing/equipment is inadequate, which can cause accidents.

Personal attacks: A victim's personal life is discussed in a degrading manner; gossip, about his mental and/or physical state is spread and even asserted that he has some kind of problem (for example, depression, mental illness or alcoholism). The victim is subject to back biting and there is degrading talk about his opinions, views, sexual orientation, appearance, and he may even be made fun of. Physical violence can be threatened, which causes a victim to be constantly in fear and sometimes violence is committed.

Sexual harassment: Sexual interest in a victim which is contrary to his wishes, or contempt is indicated with physical closeness, touching or gestures, tone of voice or looks. Demands are pressure are made on victim for sexual actions and the victim is accused of encouraging this with his behaviour and clothing. The victim has to listen to jokes and questions that belittle him as a sexual being. Rape or attempted rape are the ugliest manifestations of sexual violence.

Victim reaction and fleeing from circumstances - counter-attack

The pressure on a victim can be enormous and can cause extreme stress. The possibility of continuous attacks gradually takes control of the victim, who is therefore always on the defensive. Under such circumstances, there is a risk of him reacting without carefully considering what can be done sensibly to counteract the bullying. For this reason, the reactions of a victim can sometimes appear threatening and he can be blamed for the situation that has arisen, which is of course completely wrong.

The most common victim reactions that can exacerbate bullying is to avoid the perpetrators, retreat or attack the perpetrators. It is very important that a victim consciously decides what he is going to do and is aware of the consequences. These reactions can be interpreted as a signal of surrender and that he cannot defend himself, that this behaviour towards him is in order. This may possibly reduce the violence. The victim may see no other solution.

There is no single correct way or method to resolve bullying.

Reasons for bullying and violence

There is no single reason that rather leads to bullying than others. The reasons for a perpetrator to bully another individual are as varied as they are many. In research that has been done, various factors are listed that are more likely than others. One could mention the following:

- Poor management style (which is most common).
- Managers' lack of knowledge of manifestations of bullying and communication problems.
- A victim's performance is incorrectly evaluated (undervalued).
- Pressure of work and shortage of staff.
- Pressure to received specified time targets or to achieve objectives.
- Limited possibilities for advancement in work.
- Competition with other employees.
- Differing personalities of employees.
- Envy.
- Unclear definition of tasks.
- Provision of information lacking in purpose.
- Insufficient remuneration and recognition.
- Changes to and definition of jobs/projects badly made.
- Workplace culture and traditions.
- Changes, transfers or dismissals.

In many instances it is considered that perpetrators in workplace-related violence were themselves subjected to bullying or another kind of harassment at the workplace, and there is also mention of these perpetrators feeling power at the workplace and that they are insecure about themselves and fear about their position.

Perpetrator behaviour

Perpetrator behaviour can be very varied and need not always be mean and unfriendly as many imagine initially. Behaviour and actions of perpetrators can begin as harmless comments or fun, made thoughtlessly, that later develop into bullying without that having been the intention.

In communications, the perpetrator can be:

- *Friendly,* he is warm and understanding with those other than the victim.
- *Amusing*, he is charming and attractive to other people and he makes fun of the victim.
- *Precise*, he is polite, formal and pedantic and continuously makes criticisms and comments.
- *Sensitive to emotions*, he finds it easy to sense what is troubling other people and makes cutting comments.
- *Open*, he is outspoken and always says what he thinks and the victim gets to hear what kind of person he is.
- *Unpredictable*, he alternates between being friendly one day and hostile the other day and the victim never knows how he should be.
- Sensitive, he has made his mind up in advance about how others are and does not appreciate his own prejudices

and initiates gossip and back biting.

Perpetrator power
A perpetrator succeeds in some way to have power over the victim, and it is necessary to examine how he does this to be able to tackle bullying in an appropriate manner.

Professional power
Is the perpetrator a good professional, does he have experience, capabilities, good knowledge of the job and apply this to belittle the victim? Does he correct the victim in front of others in a derogatory manner, contradict him in front of others and trivialise his work? Does he have knowledge that the victim needs to keep secret, does he refuse to assist the victim?

Job-related power
Does the perpetrator have real power as a superior, can he make comments, can he issue cautions or dismiss the victim? If he has such power over the victim, then he can directly or indirectly make continuous threats which lead to the victim not daring to tackle the matter.

Social power
The perpetrator creates customs and they are only based on specific individuals and do not apply to the victim. The perpetrator is strong within the group, he is admired and people follow his lead. He can decide how employees are seen, who are fun and who are boring. A perpetrator does not hesitate to go too far and abuse his influence.

Psychological power
Those who find it easy to understand others and to read the situation can find it easier to identify a weakness.

3.9.2 Sexual harassment, gender-based harassment and violence at workplaces

We all have the right that our working environment is characterised by reciprocal respect in communications which means, among other things, enjoying protection against gender-related and sexual harassment and other violence at the workplace. Such behaviour is both an infringement of the law and morally reprehensible. This applies regardless of whether it is the behaviour of the employer, of colleagues or individuals that the employee has to communicate with because of his job.

The employer is obliged to limit the risk of circumstances arising at the workplace where harassment or violence can thrive and in addition he is obliged to prevent this kind of behaviour. Employers shall make it unequivocally clear to their employees that such behaviour is not permitted. An employee that becomes aware of harassment or violence at the workplace is furthermore obliged to inform the employer or the occupational safety representative about this.

This text is dealt with definition of gender-related harassment, sexual harassment and violence. Examples will now be provided on the kind of behaviour covered by the above; there will be discussion on the obligations of employers in the event of such behaviour and possible actions for an individual that thinks he has been subjected to such behaviour.

What are gender-related harassment, sexual harassment and violence?
The concepts of harassment, sexual harassment and violence is dealt with in 3 places in legislation and one can also find more detailed definitions in a regulation.[1] The following definitions are based on a regulation which is based on occupational

[1] The laws or regulations that deal with obligations of employers to ensure that such behaviour is not practised at a workplace are in the first case Act number 46/1980 on health and safety at the workplace and regulation number 1009/2015 on measures against bullying, sexual harassment, gender-based harassment and violence at the workplace which deals in more detail with that subject. Secondly, there is discussion on the concepts in Act number 10/2008 on equal opportunities for women and men (equality legislation)

health and safety legislation, and the definition in gender equality legislation is materially the same for the first two concepts, but narrower for the last one.

Gender -related harassment: Behaviour related to the gender of the victim, that is contrary to the wishes of the party in question and has the purpose or the effect of offending a person's self-respect and creating circumstances that are threatening, hostile, degrading, humiliating or insulting for the person.

Sexual harassment: Any kind of sexual behaviour which is contrary to the wishes of the victim and has the purpose or the effect of offending the person's self-respect, particularly when the behaviour leads to threatening, hostile, degrading, humiliating or insulting circumstances. The behaviour can be verbal, with gestures and/or physical.

Violence: Any type of behaviour that leads to, or can lead to physical or psychological damage or suffering of the victim, and also threats of the same, coercion or arbitrary deprivation of freedom.

Perpetrators can be more than one against one or more and victims can in the same manner be one or more. Perceptions and points of view at workplaces can also vary greatly depending on circumstances and the context, and in the following table, examples will be given of gender-based harassment, sexual harassment and violence.

Examples of gender-based harassment, sexual harassment and violence

Verbal	***With gestures***	***Physical***
Pressure for sexual favour.	*Unwelcome sexual glances or other behaviour that indicates something of a sexual nature.*	*Rape or attempted sexual violence.*
Unwelcome sexual or gender-based teasing, humour, comments or questions.	*Whistling after a person.*	*To shake, hit, kick, bite or spank.*
Personal questions about private life or sexual life or the spreading of gossip about an individual's sexual behaviour.	*Show or send sexual material, such as through SMS, email or social media.*	*Unwelcome embracing, kisses, clapping or stroking.*
Gender-based or sexual comments about an individual's clothing or appearance.	*To put up posters, calendars, or visual material that contain sexual material, or that degrade one of the genders.*	*To encroach on an individual's personal space, such as by leaning over or cornering, if the behaviour is unwelcome.*
Inappropriate and/or persistent invitations to a date. *To have an employee dressed in a sexual or gender based manner when working.*		*Unwelcome touching, grasping and handling.*

3.9.3 Employees' responsibility - preventative measures and response

Plan for health and safety at the workplace

Employers are obliged to make a written plan for health and safety at the workplace. This constitutes making both risk assessment and the plan for health protection. Risk assessment constitutes, among other things, identifying risk factors in work, i.e. assessing the likelihood that an employee will be subjected to, among other things, gender-based harassment, sexual harassment or violence at the workplace. In connection with making the health protection plan, a plan shall also be made for preventative measures. In that plan, the measures that shall be taken to prevent gender-based harassment, sexual harassment or violence at the workplace shall be specified. Also, the measures to be taken if such behaviour occurs at a workplace and how to prevent its repetition. Measures that shall be taken, whether the conclusion was that this was gender-

and on the obligation for employers to take measures to prevent such behaviour. Then there is discussion on sexual harassment and violence in the General Penal Code number 19/1940, where, according to this Act, the complaint is directed at the person displaying the behaviour (alleged perpetrator) and not at the employer.

based harassment, sexual harassment or violence or not, shall be specified.

Employers' response

An employer shall respond as quickly as possible when he receives a complaint or indication about harassment or violence. Also, if he becomes aware of such behaviour or circumstances at the workplace that could lead to such behaviour. The employer shall assess the circumstances, in cooperation with the workplace safety representative and/or an external party, as appropriate. It is important that the victim, in consultation with a confidential representative/management, decide how the case shall be treated at the workplace. It is possible to choose between formal or informal case procedure.

- Informal treatment of cases means that information is sought from the victim and he is provided with support through confidential interviews and/or advice. Other parties in the workplace are not given information on the case.
- In informal case procedure, an objective investigation of events of the case is made and an appropriate solution is found which among other things could constitute a change of place of work, of work practices or work organisation.

The employer shall ensure that in the assessment, employees are given the opportunity to present their views and that the parties to the case are interviewed one at a time. Everyone involved in the case shall be contacted, also witnesses - but one should not involve more in the case than is necessary. The employer has to consider how working conditions are organised while the case procedure is taking place and how provision of information is handled, including to the employees in question and the occupational safety representative.

Complaint to employer

An employee who considers that he has been subjected to sexual or gender based harassment or violence, or that has reasonable suspicion or knowledge about such behaviour in the workplace, shall inform the employer and/or occupational safety representative about it. If a complaint is made against an employer himself, his immediate subordinate shall be approached or, if appropriate, the chairman of the board in the case of company or association. If an employer's assessment reveals reasoned suspicion that sexual harassment, gender based harassment or violence is taking place or took place at the workplace, the employer shall take measures, in accordance with the above specified plan for health and safety at the workplace, for the purpose of stopping the behaviour and preventing it from being repeated. If the conclusion is that there is no harassment or violence, the employer is also obliged to respond in accordance with the plan.

When the employer considers that the case is closed on his part, he shall inform the employees in question and the workplace safety inspector about this. If the employee in question requests written confirmation that the matter is closed on the part of the employee, he shall accede to this request. This request shall however have been made within 6 months from the time that the employer declared the case closed.

Consequences

Consequences of gender-based and sexual harassment and violence can be many and varied, both for an individual, the workplace and the whole community.

Examples of consequences of gender-based and sexual harassment and violence

Social	*At workplaces*	*Individual related*
Injustice	*Absence and sickness*	*Poor physical and mental health*
Gender-based pay difference	*Increased staff turnover*	*Stress and depression*
Increased expenditure for welfare	*Less productivity*	*Low self esteem*

Health and pharmaceuticals costs	*Poor work morale and less incentive*	*Humiliation and shame*
Lower GDP	*Compensation and costs such as help from psychologists and lawyers*	*Irritation and anger*
	Lost goodwill and damaging impact on reputation	*Little job satisfaction*
		Loss of earnings

Protection at hiring

In equal rights legislation there is a section on specific protection during the hiring process for those who have submitted a complaint on the basis of the law, such as for gender-based or sexual harassment and gender-based violence at work. There it states that the employer shall take care that an employee is not subjected to injustice in his work, such as with respect to job security, terms of employment or assessment of performance, and that the employer is not authorised to dismiss an employee for having demanded a correction on the basis of equal rights legislation. The above specified protection is in force for one year after the complaint was submitted.

Feasible routes to go subsequent to sexual or gender-based harassment or violence at the workplace

Trade unions and public institutions, including the Administration for occupational health and safety, can provide employees with information, advice and assistance with respect to gender based harassment, sexual harassment and violence at the workplace.

Trade unions

The main role of trade unions is to protect employees' rights and to protect their interests. This constitutes providing their members with assistance and advice if they consider there to be improper working conditions, such as because of gender-based harassment, sexual harassment and violence at the workplace.

Administration for occupational health and safety

The Administration for occupational health and safety is the party that monitors the implementation of occupational health and safety work and of the regulation on measures against bullying, sexual harassment, gender-based harassment and violence at the workplace. The Administration of occupational health and safety does not have the role of ruling on whether specific behaviour is considered to be sexual or gender-based harassment or violence at the workplace. The role of the Administration is however in ensuring that the employer meets his obligations pursuant to the regulation, such as for risk assessment and preventative measures.

The Centre for gender equality

The Centre for gender equality monitors the application of this the equality legislation, supervises education and information activities and provides advice on gender equality issues. The institution works on preventative measures against gender-based equality in cooperation with others that specifically attend to such preventative measures. The Centre for gender equality monitors that workplaces with more than 25 employees on an annual basis have a valid gender equality plan. Such a plan should, among other things specify special measures taken by the employer to prevent gender-based violence, gender-based harassment or sexual harassment at the workplace.

If the Centre for gender equality has reasoned suspicion that an institution, company or association has breached the law, it shall ascertain whether there is reason to request that the appellate committee for gender equality should take the case for processing. It is mandatory to provide the Centre for gender equality with the information and data that it considers necessary to inform about events of the case.

Gender Equality Complaints Committee

The role of the Gender Equality Complaints Committee is to take cases for processing and to issue a written ruling on whether provisions of the gender equality legislation have been breached. An individual, company, institution and association can submit the case to the Gender Equality Complaints Committee, if the party in question believes that the provisions of the Act have been breached. The conclusion of the Complaints Committee is binding, which means that the employer must either respect the ruling of the Committee and respond accordingly, or he can refer the case to the courts for resolution within a specific period of notice.

Police

Sexual harassment and violence can be reported to the police as such breaches are dealt with in the thisGeneral Penal Code. Case procedure pursuant to this legislation is unlike the procedure described above, where the complaint or rather report for such behaviour is directed not at the employer, but at the alleged perpetrator. Sexual harassment in the understanding of the General Penal Code can result in imprisonment for up to two years. It is clear from the definition of sexual harassment in the General Penal Code that the law covers more serious instances, and it states that it constitutes among other things, stroking, groping or handling the genitals or breasts of another individual inside that person's clothing and outside and symbolic behaviour or language that is hurtful, repeatedly or for the purpose of creating fear.

All parties bear responsibility

Lack of action or indifference is part of bullying, sexual and gender-related violence at the workplace and a party who stands by without taking action when an employee is subjected to bullying, is a participant himself. All employees have influence on the development of bullying, sexual and gender-related harassment and violence and are responsible for what happens. Everyone can react and counteract inappropriate behaviour at the workplace.

3.9.4 Good management practices, a key factor in preventative measures against bullying and harassment at the workplace

The most effective weapon against inappropriate behaviour at the workplace is good management practices and it is important that both employees and managers understand that inappropriate behaviour should not be tolerated and should inform about this, should it arise at the workplace. A long time can pass from the time that victim understands the situation until he is prepared to discuss inappropriate behaviour towards him. It is important that all workplaces and stakeholders acquaint themselves with remedies that can prevent inappropriate behaviour happening.

The Administration for occupational health and safety monitors psychological issues at workplaces in this country, according to the law. Inappropriate behaviour can cause considerable unhappiness for those subjected to it and the Administration for occupational health and safety takes such matters seriously. Employers bear the responsibility to make a plan for health and safety at the workplace, pursuant to the law and also that such a plan is presented and followed at the workplace.

It has become increasingly common for companies to turn to recognised service providers for the making of risk assessment on health and safety at the workplace, and such service is covered by regulation number 730/2012 on service providers that can provide employers with the service of making plans for health and safety at work places

Regulation number 1009/2015 on measures against bullying, sexual harassment, gender-based harassment and violence at the workplace prescribes how to deal with preventative measures and actions in accordance with a written plan for health and safety at the workplace, if a complaint or notification or suspicion of such behaviour should arise. Brochures and educational material on social and mental issues in the working environment can be found on the website of the Administration for occupational health and safety under "Education and guidance publications."

Individuals' perceptions of what is inappropriate in communications vary, and it is therefore very useful at workplaces to

make a policy on communications, customs for the workplace.

As a minimum, the following should be included in the policy:

- That it is unauthorised to bully employees at the workplace, harass sexually, harass on the basis of gender or inflict violence on another individual.
- The nature of the workplace's preventative measures against bullying, harassment and violence.
- Description of the workplace response plan, including information on who should be informed about inappropriate behaviour and the procedure to be followed for the case.
- How workplace circumstances should be arranged while a case is being processed.
- What the response will be to prevent a repetition of the inappropriate behaviour.

(These final words are from the website of the Administration for occupational health and safety, published 27 July 2017).

4. Chapter- Pension fund rights

The pension system in this country is based on three main pillars: Social Security, Co-insurance funds, Voluntary personal savings

4.1 Social Security - the fundamental pillar

Social Security ensures all pensioners a specific minimum income The Social Security system is what is called a pay-as-you-go system which means that it is funded with tax revenue at any given time. Everyone who has reached the age of 67 and has lived in this country for 3 years prior to that age has the right to a pension from social security.

Social Security pensions are income-related and are impaired if other income of a pensioner, e.g. from pension funds or work, exceed a specific tax-free allowance. Pensioners who live alone can have a right to household bonus and in addition to this, pensioners may have the right to special bonuses for purchase of pharmaceuticals, for care or a car allowance in the case of physical disability. See further information on the website Social Insurance Administration (www.tr.is).

4.2 Pension funds - The second pillar

Co-insurance pension funds are the second pillar of the pension system and the one that supports the largest part of pensions today. Rights in pension funds are based on contributions that all employees in this country are obliged to pay into the fund and on the contribution that the employer is obliged to pay. This contribution guarantees fund members a pension in their old age and also payments for disability or child allowance if they become unable to work during their working life. If a member of a fund dies as a result of sickness or accident, the fund ensures the surviving partner a partner allowance and child allowance. Pension funds play a no less important role as family insurance for the income of young people who suffer serious setbacks. Co-insurance funds are based on 3 main pillars: collection of funds, co-insurance and mandatory membership.

4.2.1 Collection of funds

We jointly deposit in a fund which is used to gather interest and pay us a pension to the end of our lives. Interest revenue thus creates half of the pension paid out. In this way, the pensions of the future are insured in a safe fund rather than by an increasing tax burden on our descendants.

This is one of the greatest strengths of the Icelandic pension system, but many states struggle with a huge problem because their pension funds are based on a pay-as-you-go system. That means that pension payments at any given time are funded by taxes paid by the current working generation. This creates a great problem when a nation's age distribution changes and a less populous generation of younger people need to fund pension payments for a more populous older generation. In this country there are about six people on the labour market for every one on a pension. In the year 2030 there will only be 3 on the labour market for each pensioner and this proportion will continue to decrease until 2050.

4.2.2 Co-insurance

Membership of a pension fund ensures indexed pension to the end of one's life. With collective responsibility and participation of everyone, we also assure the income of those that suffer a setback because of illness or accident, and the income of a family in the case of death. Co-insurance is based on the pension fund insuring all members for the same proportional contribution, regardless of gender, age, risk in work or other factors that could have an impact on the likelihood of disability or death of the person in question.

4.2.3 Mandatory membership

Membership of a pension fund as part of the negotiated terms of each profession or working group. Mandatory membership is the prerequisite for spreading the risk evenly, ensuring that everyone participates and that it is possible to avoid discrimination and to ensure a pension for everyone, regardless of their economic or other circumstances. The security provided by general pension funds is inexpensive compared to various insurance offered for sale.

4.3 Voluntary personal savings - The third pillar

The third pillar of the pension system is based on personal pension savings which is voluntary. If an employee decides to save 2-4% of his wages in voluntary personal pension savings, the employer is obliged to pay a 2% matching contribution to the personal savings fund. Contributions to voluntary personal pension savings are, like other pension contributions, not taxed at source, but rather when the payment of pension takes place. An employee must himself maker special agreement with his pension fund or with another fiduciary of personal pension savings on the receipt of the savings. It is authorised to commence payments out of the personal fund at the age of 60. Assets in a personal fund are the personal property of the fund member and are inherited according to inheritance legislation.

4.3.1 One pension system for the whole labour market

Until 1 June 2017, one can say that there were two different pension systems on the labour market. On the one hand, there was the pension rights system of employees on the general labour market that paid into a public pension fund and on the other hand, the pension rights system for public sector employees who paid into the state employee pension fund (LSR) and Brúar - municipality employees' pension fund. Changes to the public sector pension system only, however, apply to employees who started work after 1 June 2017, while those fund members who were members of LSR and Brú prior to that date are ensured the same rights as before the change.

4.3.2 Collective bargaining agreements and legislation on pension rights

On the general labour market, pension rights are based on provisions in a collective bargaining agreement between ASI and SA on pension rights that are initially from the year 1969, but have been reviewed on a number of occasions since then. In the Act on Mandatory Pension Insurance and on the Activities of Pension Funds no. 129/1997, one can find a general framework for mandatory pension insurance and activities of pension funds. The Act defines the intake of the mandatory insurance and agreements on voluntary additional pension savings, it sets general conditions for the operation of pension funds and their authority to invest and prescribes monitoring of pension funds. The Act on state employees' pension fund number 1/1997, also applies to the operations of LSR, and it contains provisions that specifically relate to the operations of the fund and rights to the fund.

4.3.3 Actuarial assessment of pension funds

Pension funds need to have an annual actuarial assessment of the status of the fund, which which states there ability to meet their financial obligations, i.e. the fund's capacity to honour the rights that fund members have been promised. The actuarial assessment is based among other things on assets and obligations of the funds and on demographic factors such as birth rate, life expectancy and disability frequency of members.

4.3.4 Accruing pension rights

The accruement of pension rights is age-related in all pension funds on the general labour market and in the A-section of LSR and Brúar from 1 June 2017. Age-related accruement means that a person who is younger gains more rights than a person is older for the same contribution, as the contribution of younger members gains interest over a longer period of

time in the fund. Rules on accruement of rights are detailed further in a rights table for each pension fund, which is a part of the articles of association of the fund. The rights table shows the future rights of members for each ISK 10,000 contribution.

Example:

Age at contribution	Annual pension rights from 67 years of age for each ISK 10,000 contribution paid to the fund for each year age
25 years	2,041
35 years	1,375
45 years	1,072
55 years	925
65 years	795

4.3.5 Accruement of pension rights for public sector employees prior to 1 June 2017

Prior to 1 June 2017, pension rights accruement in A-section LSR and Brúar rights accruement was the same for the whole working life, independent of age, on payment and of the period of interest earning of contributions. Fund members of these sections that were working prior to 1 June 2017, will however continue to be assured rights that are equivalent to equal accruement to the end of the working life.

Fund members in LSR that were working at the end of 1996, have the right to membership of LSR B-section.

LSR B-section is a fixed rights fund That means that for 100% employment, fixed rights are accrued that amount to 2% of wages on which the contribution is calculated. **Two rules apply to accruing rights and age for taking pensions in LSR B-section:**

32 year rule: When a member has paid contributions to the fund for 32 years, his contributions are discontinued and from that time his employer pays the whole contribution, 12% of the wages on which the contribution is calculated Those fund members that choose this route, will therefore be free from paying contributions, but will accrue 1% rights per annum, on the basis of 100% employment, instead of 2% as it was before.

Example: A fund member who begins to pay into the fund at 25 years of age and who pays contributions of 100% employment for 32 years, until he is 57 years of age, accrues 64% pension rights. From the age of 57 until 65 he adds 1% per annum, i.e. 8%. If the fund member stops working at 65, he has accrued 72% pension rights. If he continues to age of 70, he adds 2% to his rights for each year from 65 to 70, i.e. 10% for these years. Pension rights at the age of 70 will therefore be 82%.

95 year rule: Applies when the sum of the member's age and his years of paying contributions reaches 95. Then the fund member can start taking a pension before the age of 65 but not before he has reached 60 years of age. The maximum rights when the 95 year rule is activated are 64% and then the fund member's contributions are discontinued. If the fund member continues working, he adds 2% for each year of full-time work. If he works until 65 years of age, his rights will be 74%. If he works until 70 years of age, his rights will be 84%.

4.4 Further about rights in pension funds

4.4.1 Pension

The general pension age is 67 and from that time full pension is paid. The pension age of public sector employees that were

working before 1 June 2017 is however 65, and they can receive a full pension from that age. See, however, the special rules for LSR B-section here above. In general, one may advance or delay the taking of a pension. If the taking of a pension is advanced, in most cases it is in the age range 60-65. In such a case, pension rights are impaired by 0.6-0.7% for each month up to the general pension age. If the taking of pensions is delayed, the pension rights increase by 0.6-0.7% for each month until the age of 70. Further information can be obtain from each individual pension fund

4.4.2 Disability pension

This is paid if a fund member's ability to do his job is impaired by 50% or more, as a result of illness or accident. Impairment of ability to work is assessed on medical criteria by the fund's physician. The right to disability pension is only activated if the fund member's income has been impaired as the result of disability. Disability pension is based on accrued rights in the fund, i.e. paid contributions and in addition there is what is called indexed rights that ensure additional rights such that the calculation of disability pension is based on the party in question having paid to the fund at average income of the last 3 years, until he is 65 years of age. The indexation right is thus specially designed to secure and improve rights of young people on the labour market, but is based on contributions having been made continuously to the pension fund for 3 years or longer.

4.4.3 Partner pension

Is paid on the death of a fund member to the surviving partner. The definition of partner is a recognised form of cohabitation. Partner pension is a percentage of accrued pension rights. The rights are a minimum of 50%. Many pension funds have increased this right to 60%. Partner pension is paid for 2-3 years and in many instances it is paid 50% from that time for up to 2 years additionally. A surviving partner receives a partner pension until the youngest child that was supported by the fund member has reached a minimum of 18 years of age, given that the child is supported by the partner. If the surviving partner is younger than 67 years of age and has at least 50% disability, the partner pension is often paid for the duration of this disability. If a surviving partner marries or starts cohabitation, the partner pension is discontinued.

4.4.4 Child pension

This is paid on death or disability for children of a fund member that are supported by him to a minimum of 18 years of the child's age. Child pension is paid to the supporter of the child and can be paid directly to the child in the event of the death the supporter.