

Collective Agreement 2021

between

Samverk

&

Føroya Arbeiðsgevarafelag

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## **Chapter 1: Scope of the Agreement**

### **§ 1. Scope of the Agreement**

Sa. 1. This agreement applies to shop assistants, office workers, dental assistants, and other technical employees and work of similar kind in the Faroe Islands (hereafter called employees) in addition to apprentices in this field. However, apprentices do not have the right to participate in work stoppage.

Sa. 2. However, this agreement does not apply to employees in leading positions or employees, whose position with the employer is of such importance that the employee has the right to make decisions, which to a large extent are binding for the employer. However, this does not prevent said employees in being members of Samverk.

## **Chapter 2: Working Hours**

### **§ 2 Standard Working Hours**

Sa. 1. The standard working hours are an average of 40 hours per week, in addition to mealtimes, in a period of 8 weeks according to the work schedule. Otherwise, the working hours are 40 hours per week.

When employees commence work, and the work lasts less than 2 hours, then they will be paid for 2 hours.

Sa. 2. When a working day ends after midnight, and it is less than 6 hours until the next working day commences, then overtime 1 will be paid from when work commences again until there has been an opportunity for a 6 hour rest.

Sa. 3. If work follows a work schedule, then the employees shall receive the work schedule 5 days prior to it taking effect at the latest.

### **§ 3 Mealtimes**

Sa. 1. Employees, who work more than 5 hours per day have the right to a lunch break, which is at least 20 minutes.

Sa. 2. If the employee is available to the employer during the break, then said mealtime will

not be deducted from the working hours.

#### **§ 4 Office Work and Dental Assistants**

Sa. 1. For standard office work the working hours are 40 hours per week, where the standard working hours will be between 7 in the morning and 18 in the evening from Monday to and including Friday. The aim is to have the daily working hours to be 8 hours.

Sa. 2. Pursuant to §8 supplements will not be paid for flextime work.

Sa. 3. These stipulations regarding working hours are also valid for dental assistants working at dental clinics.

#### **§ 5 Days-Off**

Sa. 1. New Year's Eve, Easter Eve, Whit Saturday, Constitution Day, Eve of St Olaf's Day, and Flag Day are half days-off.

Sa. 2. If there is an agreement between employer and wage earner, then half days-off can be added to create full days-off. This means that the full days-off will be placed on one of the half days-off, while one of the half days-off will be a standard full working day. When it is worked on a full working day, the standard wages will be paid.

Sa. 3. All holidays. Christmas Eve and St Olaf's Day are full days-off.

Sa. 4. If it is worked on the aforementioned holidays, or after 12.00 on the mentioned half days-off, then the hourly wage + 100% will be paid.

### **Chapter 3: Wages/Salary**

#### **§ 6 Public Pay Provisions**

Sa. 1. The pay corresponds to the table of wages at the end of this agreement.

Sa. 2. The salary of salaried employees shall be paid to the employees on the last working day of the month at the latest.

Wage earners will be paid wages at least every other week if no other arrangements have been made.

Sa. 3. The employee, who earns a higher pay when this agreement enters into force will not receive a decrease in pay.

Sa. 4. employers are obligated to give their employees payslips.

### **§ 7 The Hourly Wages**

Sa. 1. The hourly wages are calculated as the total monthly salary of the employee concerned divided by 173,33.

Sa. 2. Work outside of the standard working hours will be compensated with the below stated provisions for staggered working hours and overtime.

Sa. 3. However, wage earners will always receive overtime pay, when they have worked in excess of 80 hours in a two-week period.

### **§ 8 Supplements – Staggered Hours**

Sa. 1. For work within the standard weekly working hours, which is 40 hours, staggered working hours will be compensated as follows:

Valid from the 1st of May 2020

From 19.30 - 24.00	kr.	7,14	extra per hour
Saturday from 14.30 - 24.00	kr.	11,78	extra per hour
Sundays and holidays 06.30 - 24.00	kr.	14,94	extra per hour
Every day from 24.00 – 06.30	kr.	17,23	extra per hour

Valid from the 1st of August 2021

From 19.30 - 24.00	kr.	7,21	extra per hour
Saturday from 14.30 - 24.00	kr.	11,90	extra per hour
Sundays and holidays from 06.30 - 24.00	kr.	15,10	extra per hour
Every day from 24.00 – 06.30	kr.	17,41	extra per hour

Valid from the 1st of May 2022

From 19.30 - 24.00	kr.	7,30	extra per hour
Saturday from 14.30 - 24.00	kr.	12,05	extra per hour
Sundays and holidays from 06.30 - 24.00	kr.	15,28	extra per hour
Every day from 24.00 – 06.30	kr.	17,63	extra per hour

The supplements will in future increase with the same percentage as the table of wages.

### **§ 9 On-Call Duty**

Sa. 1. Employees, who are on-call duty, will from Monday to and including Friday 24.00 be paid with 17,12 kr per hour valid from May 1. 2020, 17,30 kr per hour valid from August 1. 2021, and 17,51 kr per hour valid from May 1. 2022. From Friday at 24.00 to regular working hours Monday morning, the employee will receive 34,90 kr. per hour valid from May 1. 2020, 35,26 kr per hour valid from August 1. 2021, and 35,70 kr per hour valid from May 1. 2022.

The supplements will in future increase with the same percentage as the table of wages.

Sa. 2. The minimum compensation for a dental assistant, who is on-call after the standard working hours, is pay for 2 hours.

### **§ 10 Overtime Work**

Sa. 1. Overtime work is paid as follows:

- |                                   |                          |
|-----------------------------------|--------------------------|
| a. For the first 3 hours:         | hourly wages+ 35% extra  |
| b. For the 4. hour and following: | hourly wages+ 60% extra  |
| c. Sundays and holidays:          | hourly wages+ 100% extra |

Sa. 2. Office work, which is not included in sa. 3. exceeding the 40 hour week, is considered as overtime pursuant to sa. 1.

Sa. 3. Overtime pay will be paid pursuant to sa. 1. If:

1. When working in excess of 11 hours a day, so that the overtime pay is paid for the hours which exceed 8 hours that day, or
2. When working in excess of 48 hours one week, or so that overtime pay is paid for the hours which exceed 48 hours that week.

If an employee has worked in excess of 11 hours for one or more days in one week, and at the same time has worked in total an excess of 48 hours in the same week, then the higher of the before mentioned overtime pay 1. Or 2. Will be paid.

Sa. 4. Overtime work will only be paid for if this is performed by direct instructions from the employer or their representative.

Sa. 5. The aim is that the employer notifies the employees if there is a plan to work overtime. However, the employer is always obligated to notify at least 8 days prior regarding overtime work in connection with stock taking, long Saturdays, and the Christmas week.

### **§ 11 Time-Off in Lieu of Wage**

Sa. 1. Overtime pay is generally paid out but may by agreement between employer and employee be compensated with time-off in lieu of wages, which corresponds to the overtime rate.

Sa. 2. Employees may buy extra days-off, if they wish, and if the employer agrees.

Sa. 3. The employer decides in consultation with the employee, when days-off are to be held pursuant to this article, and notifies in good time, which means at least 4 days prior. As far as it is possible, days-off are to be held as either full or half days-off, and regarding time-off in lieu of overtime, it must be used before 2 months have passed after the overtime concerned has been performed, if nothing else has been agreed upon, please refer to sa. 1. Pursuant to this article days-off may not be put on days, which already are days-off.

### **§ 12 Part-Time Employed**

Sa. 1. The hourly rate according to the person's seniority will be paid for part-time work.

Sa. 2. Persons working partial weekly hours amounting to 15 hours or more, will be paid pursuant to the same regulations as persons working full weekly hours, and the pay will be calculated pro rata to the 40 hour week.

Sa. 3. For working extra hours between 07.30-18.00 on normal working days, and between 07.30-14.00 on Saturdays, the person concerned will be paid their standard hourly rate, whereas staggered working hours and overtime will be compensated pursuant to §8 or §10.

### **§ 13 Temporary Help**

Sa. 1. Persons, who are employed as temporary help, will be paid pursuant to the table of salaries. If the employee has transferred seniority, then it shall be the foundation for calculating the pay.

Sa. 2. Temporary work is defined as work, which does not last longer than 3 months in one and the same year. Overtime payments are the same, as for others.

### **§ 14 Personal Supplement to Dental Assistants**

Sa. 1. If a dental assistant attends specific qualification building courses within the profession at the request of the employer, then this should be arranged at the start of the employment or prior to attending the course if this merits a supplement.

### **§ 15 Pay for Course Attendance and Continuing Education**

Sa. 1. The employer decides in consultation with the employee which courses the employees may attend.

Sa. 2. In workplaces, when employees are directed to participate in courses the provisions in the Finance Ministry's guidance for domestic and foreign business trips are used respectively to pay.

### **§ 16 Seniority**

Sa. 1. Seniority is generally the number of years the employee has worked within the relevant field.

Sa. 2. The seniority of skilled workers and vocationally educated is generally the number of years the employee has been in an employment, which is dependent on their education.

Sa. 3. The employee receives full seniority if they work minimum half-time. Concerning less than half-time, then the seniority is adjusted correspondingly.

Sa. 4. In order to receive seniority from a new employer, the employee must inform them of possible seniority from other employers at the appointment, when the letter of appointment is signed at the latest.

## **Chapter 4: Terms of Employment**

### **§ 17 Statutory Employee Provisions and Holiday Pay**

Sa. 1. Regarding holiday with pay, please refer to the parliamentary act in force, and the same is valid for illness, pregnancy, etc. Please also refer to article 11., sa. 2. Regarding the buying of days-off.

Sa. 2. Holiday pay for wage earners, which is 12%, will be transferred to the Samverk union's holiday pay account. The saved up holiday pay will also be paid out to the Samverk Union's holiday pay account, when an employee resigns from their employment.

Regarding employees, who are not members of Samverk, their holiday pay will be transferred to the public holiday pay fund.

### **§ 18 Letters of Appointment**

Letters of appointment are given pursuant to the parliamentary act regarding letters of appointment.

### **§ 19 Apprentices**

Sa. 1. An apprentice within the field of Samverk will be paid pursuant to the table of wages.

Sa. 2. If an apprenticeship agreement has been made for a shorter period than the 4 years mentioned in the table of wages, then the number of wage brackets will decrease accordingly, so that it is only the last wages rates that are valid.

Sa. 3. Otherwise, regarding the training of apprentices, please refer to the parliamentary act in force regarding apprenticeship conditions.

Sa. 4. If a master wishes to dismiss an apprentice after the completion of their apprenticeship, then this must be done with a month's notice by the first of a month.

Sa. 5. For overtime work during all the years of the apprenticeship the apprentices will receive the same overtime pay as vocationally trained employees on the first rate of seniority.

### **§ 20 Notice**

Sa. 1. For persons, who are appointed pursuant to this agreement, the term of notice is pursuant to the stipulations in the Faroese Salaried Employee's Act.

Sa. 2. For employees, who are appointed pursuant to this agreement, and are not judged to be employees pursuant to the Faroese Salaried Employees Act, the term of notice is 1 month for both parties.

Sa. 3. Pursuant to sa. 1. and 2. notice must be in writing.

Sa. 4. The employer is obligated to provide the employee proof regarding the time of their employment, when the term of employment ceases.

## **Chapter 5: Other Payments**

### **§ 21 Membership Fee, Life Insurance, and Superannuation**

Sa. 1. As membership fee to the union Samverk a payment of 1,75%, however, no higher than 400 kr. of the monthly wages, will be subtracted from the pay prior to it being paid out. For apprentices this payment is 60 kr. per month.

The payment will be transferred by the employer to Samverk at the same time as the pay is transferred.

Sa. 2. On the 1st of August 2021 the payment for superannuation will rise by 1,26% to 15% for the superannuation payment and life insurance. These percentages will be paid to the superannuation scheme of the union, at the same time as the pay is paid.

Sa. 3. When employees have turned 67 years the amount equivalent to the superannuation payment will be paid out as wages/salary. The same is valid for persons, who pursuant to § 1, sa. 5 in the law regarding superannuation, are exempt from paying to a Faroese superannuation scheme. If the superannuation is paid as wages/salary, then the conversion factor is 0,8.

Sa. 4. The employer is obligated to send the union Samverk a complete list once per month of transferred membership payments and payments to superannuation/life insurance.

## **Chapter 6: Organisational Conditions**

### **§ 22 Conditions for Co-operation**

Sa. 1. The parties agree that it is in their common interest that all employers are organised in the employers' associations, and all employees are organised in a union.

The Employer's Association works to inform employers about the advantages of membership in an employers' association. S&K will also work to inform employees of the advantages of membership in a union. The parties will work to ensure the current agreements are upheld.

Sa. 2. The parties in the making of this agreement unanimously agree to promote a good working relationship.

Sa. 3. They also agree that the employer has the right to hire, divide, and utilise the workforce the employer deems necessary, without reducing the provisions stipulated by the agreement.

### **§ 23 Committee Work and Union Representative Scheme**

Sa. 1. Committee members in unions have the right to days-off from their work in connection with committee work, collective bargaining, and course attendance.

Sa. 2. the committee member must notify the employer immediately they are notified of a meeting.

Sa. 3. regarding the union representative scheme, please refer to the union representative scheme, which is part of this agreement.

### **§ 24 Work Stoppage**

Sa. 1. The parties recognise each other's right to declare and implement work stoppage following these stipulations.

Sa. 2. Work stoppage can only be implemented if it has been approved at a general meeting with at least  $\frac{3}{4}$  of the votes, and the other party is instantly notified.

Sa. 3. That it is the intention to put forward to a general meeting a proposal regarding work stoppage must be announced to the other party via a specially written letter at least one month prior to the work stoppage pursuant to the proposal is intended to take effect, and the other party must also be notified which decision was made at the general meeting at least 14 days prior to the work stoppage being implemented

Sa. 4. Work stoppage is hereby defined as strike, lockout, blockade, and boycott. The work stoppage may not be implemented while the agreement is in force.

Sa. 5. Despite work stoppage having been announced and notified pursuant to the stipulations in this article, the announced work stoppage may not begin until at least 48 hours after the collective bargaining regarding a new agreement has ceased calculated from midnight. If the Conciliation Board has entered into or ceased their attempt at conciliation and has notified regarding this.

## § 25 Labour Court

Sa. 1. All disputes regarding the correct interpretation of the agreement will be decided by the Labour Court.

## Chapter 7: Other Stipulations

### § 26 Workwear

At workplaces, which require a specific uniform, the employer is obligated to issue such a uniform.

## Chapter 8: Term of Validity

### § 27. Term of Validity

Sa. 1. This agreement, which enters into force on the 1st of May 2021, may be terminated by either party with a 3 month's notice to the a 1st of May, though by 1st of May 2023 at the earliest.

Sa. 2. Even though the agreement has been terminated, and the deadline for renewal has passed, the agreement will remain valid until a new agreement has been accepted or work stoppage has been implemented pursuant to the regulations in § 24.

Tórshavn, the 19th of April 2021

Føroya Arbeiðsgevarafelag

Samverk

Marita Rasmussen, negotiation leader

Pætur Niclasen, chairman

Emy Sólvitsdóttir

Poula Gaardbo

Palma Petersen

Eyðgerð Jonhardsdóttir

## Union Representative Scheme for Members of Samverk

## §1

Sa. 1. At workplaces where 3 or more work, the members of Samverk may elect a union representative, who is elected for a 2-year term.

Sa. 2. At workplaces where 8 or more work, the members of Samverk may also elect a deputy, who is elected in the same manner as the union representative. They are to work under the same conditions and receive the same benefits as the union representative.

Sa. 3. The election of union representative and deputy must be approved by the employer, who may change it one time, but thereafter must accept the other candidate. The decision of the employer must be announced before one week has passed, otherwise the election is judged to be valid. The union representative informs Samverk and the employer, who has been elected as union representative/deputy. The election must also be approved by Samverk.

## §2

Sa. 1. The union representative is Samverk's representative in opposition to the management and must do their part to ensure that the work is performed respectfully.

Sa. 2. The management and the union representative are to promote a good working relationship.

Sa. 3. Union representatives must receive the necessary information regarding measures intended to be implemented, which may affect their working conditions.

## §3

Sa. 1. The union representative shall submit complaints and recommendations from colleagues to the management.

Sa. 2. At workplaces with fewer than 10 persons at work, the union representative has the right to take proceedings regarding unsafety at work. The Health and Safety Act is also in force.

## §4

Sa. 1. If a union representative, during negotiations, has been unable to reach an agreement with the management regarding problems at work, which Samverk members have been unable to accept, then the matter shall immediately be submitted to the Samverk union.

Sa. 2. Members of Samverk may not lay down work until explicit instructions have been received from their union.

## §5

Sa. 1. The duties of the union representative shall be performed in a manner, which least interrupts the work. When union representatives must leave work to perform their duties, it must be by arrangement with the management.

Sa. 2. In this case, as when management sends for a union representative about matters regarding their working conditions, then the union representative shall receive the usual wages for the time they are absent from work.

Sa. 3. When union representatives apply to attend union representative courses, the employer shall treat the application favourably. However, it may only be applied for 2 persons every other year from the same employer.

## §6

Sa. 1. The term of notice for union representatives is the standard term of notice + one month. Grounds must accompany the dismissal. If the dismissal is due to redundancy, then the same is valid for union representatives as for the other members.

## §7

Sa. 1. If there is a disagreement regarding the dismissal of a union representative, then the unions and associations must immediately negotiate regarding this matter.

Sa. 2. If an agreement cannot be reached, then the dispute will be treated pursuant to §13.

Sa. 3. If the employer persists in maintaining their dismissal, despite the Labour court opposing them, then the Labour court will determine the compensation, which the employer shall pay the union representative. The amount will be determined by the circumstances as a whole, but may not exceed two months' salaries in excess of the severance pay.

## §8

Sa. 1. Alterations to this union representative scheme may only be made in connection with collective bargaining.

§9

Sa. 1. If matters of dispute arise regarding this scheme, then negotiations must be held between the unions and associations.

Sa. 2. If an agreement cannot be reached, then the matter will be put forward for the labour court pursuant to §13 in the agreement.

Tórshavn, the 27th of Apríl 2017.

Føroya Arbeiðsgevarafelag Samverk