

Collective agreement

The Confederation of Icelandic Employers(SA) and Framsýn- union on terms and legal status of Framsýn's members working on passenger boats in tourism



Collective agreement between The Confederation of Icelandic Employers(SA) and Framsýn- union on terms and legal status of Framsýn's members working on passenger boats in tourism

1. SCOPE

- 1.1 This collective agreement applies to deckhands, guides and assistants on ships and boats in the tourism industry.
This collective agreement is a part of the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland (SGS)/Framsýn-union for catering, accommodation, service and snack bars (greiðasölustaðir), leisure companies and similar activities, it shares the same period of validity and terms and conditions not especially agreed in this agreement.
- 1.2 This agreement covers jobs on vessels sailing daily trips or close to shore, such as passenger boats for sightseeing and nature watching. Land based jobs shall be, as stipulated in a contract of employment, in accordance with an applicable collective agreement.
- 1.3 Terms and conditions for employees whose main responsibility is in reception, bookings, ticket-sales and similar activities shall be according to the special collective agreement between The Commercial Federation of Iceland(LÍV) and The Confederation of Icelandic Employers(SA) for workers in leisure and tourist service companies
- 1.4. A contract of employment shall stipulate if an employee is hired to do additional work than stipulated in article 1.1. If a certification or additional education is required to do the job it shall be considered regarding salary.

2 EMPLOYMENT AND DISMISSAL

- 2.1 A contract of employment
- 2.1.1 An employee is hired by an employer. Since this employment is temporary, such as for the duration of a whale watching season, a written contract of employment shall be confirmed at the start of employment. A contract of employment shall stipulate work arrangements and payments for trips and whether the salary arrangement is for shiftwork, hourly-rate or a payment per trip. A contract of employment shall include:
1. Full name of both parties, SSID(kennitala) and address.
 2. The job title
 3. Name and phone number of next of kin
 4. A description of working arrangements, working hour and shifts.
 5. Agreed hourly day- and overtime-rate or a reference to an applicable wage table
 6. Other rights and benefits
- 2.2 Termination/end of employment

- 2.2.1 During the first three months of employment the notice of termination shall be two weeks. After that the notice shall be in accordance with the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland.
For temporary employment in seasonal work, a reciprocal agreement on termination of employment can be made in accordance with the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland.
Other terms on notice of termination shall be in accordance with the seafarers' laws(sjómannalög)
- 2.2.2 End of employment
After at least 10 years of employment at the same company, the notice of termination shall be 4 months if the employee has reached the age of 55, 5 months at the age of 60 and 6 months at the age of 63. The employee can always give a three month notice of termination.

3 Working arrangements

3.1 Working arrangements, working hours and shifts shall be defined and agreed in a contract of employment

3.2 Working hours

At the start of employment for daytime or shift work the following applies:
Full time job is on average 40 hours per week. Active working hours are on average 37 hours and 5 minutes per week.

All work beyond the 40 hours weekly average shall be paid with overtime rate. In this case average means that a wage settlement can be based on a working arrangement which includes more than one week, such as when in one week the hours are less than 40 and more than 40 in the next, or during shift work with shift sessions and shift breaks.



- 3.3 Daytime work
For a daytime work, and in applicable cases also for overtime work, the following shall apply:
The daytime work period is between 08:00-17:00 Mondays to Fridays. Agreeing to the daytime work period starting at 07:00 in a contract of employment is allowed in accordance with article 2.1.2. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland. Overtime rates shall be paid for work outside the daytime work period.
- 3.4 Shift work
For shift work the following shall apply:
It is authorized to set up shift work all hours of the day and all days of the year. Shift length shall be stipulated in a shift schedule, which includes the start and end of the shift. A shift schedule shall be announced at least a week before it comes into force. Shift premiums shall be in accordance with article 3.2. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland.
Work on holidays and winter time off for work on holidays shall be in accordance with article 3.4. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland.
It is allowed to calculate an average shift premium based on the active shift schedule system, but only if that arrangement guarantees at least the same salary as stated in this agreement.
- 3.5 Refreshment breaks
For an 8-hour workday there shall be 35 minutes for refreshment breaks according to an arrangement agreed on by the employer and the employee. For longer or shorter workdays, the breaks are proportional. Payment for work during breaks on trips is a part of the salary.
- 3.6 On-call shifts
On-call shifts shall be in accordance with article 2.9. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland which goes:
It is authorized to introduce on-call shifts where an employee is obliged to be available on the telephone and to carry out work when called out. If the employment contract does not prescribe otherwise, then the following applies:
For each hour of an on-call shift where the employee on call is obliged to stay at home, he will receive the equivalent of 33% of the day hour rate. On general holidays and public holidays pursuant to Articles 2.3.1 and 2.3.2, the above specified proportion will be 50%.
For on-call shifts where immediate reaction by the employee is not demanded, but where he is available for work immediately on being contacted, 16.5% of the day hour rate is paid for each hour of the on-call shift. On general holidays and public holidays pursuant to Articles 2.3.1 and 2.3.2, the above specified proportion will be 25%.

For being called out on an on-call shift, the employee is paid for worked hours, though for a minimum of 4 hours, unless the work commences within 2 hours of him being called to work. Payments for on-call shifts and overtime payments never apply together.

For clarification: An on-call shift means an employee is obligated to work if called in. The on-call shift premium differs depending on the obligation of the employee. An on-call shift shall not be considered active if there is no obligation for the employee to show up or that the offer to work is flexible enough to not be considered an obligation for the employee.

- 3.7 Crew resting time shall in general be according to seafarers' laws (sjómannaöög). For crewmembers also working on land daily resting time and holiday rights shall be in accordance with the collective agreement between The Confederation of Icelandic Employers (SA) and The Federation of General and Special Workers in Iceland. In every 7-day period, the employee shall have at least one day off. It is authorized to make an agreement to postpone a weekly day off in such a manner that every 14-day period there shall be two days off.
- 3.8 If a scheduled trip is canceled the employee shall have the option to work on other previously agreed assignments. Otherwise, the employee shall receive the agreed salary according to the shift schedule.





4 WAGES

4.1 Wages

Monthly wages for deckhands and guides from April 1st 2022, including economic growth premium according to collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland is:

Starting wages	ISK 410.500
After 1 year in the industry	ISK 414.500
After 3 years in the industry	ISK 418.500

Wage increase shall be according to collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland

Assistants, who do not take part in guiding, shall receive proportional wages of a deckhand according to article 1.2.2. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland

Hourly daytime rate is found by dividing the monthly wages with 173,33.

Overtime rate is 1,0385% of the monthly wages.

Public holiday rate is 1,375% of the monthly wages.

An agreement on a special travel-wage is allowed. It shall be based on hourly rates with added shift premiums according to article 3.4. See wage-table.

An average hourly wage taking into consideration the scheduled working hours is allowed. It shall be taken into consideration if it includes work on weekends and holidays. An employee can request a confirmation that this average wage is not lower than if calculated according to this agreement.

4.2. Holiday pay

Holiday pay shall be in accordance with the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland

4.3. December and holiday pay bonus

December and holiday pay bonus shall be according to the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland. It is authorized to pay the December and holiday pay bonus on top of the daytime hour/shift-hour. In that case the applicable bonus is divided by 1.800 to get the hourly bonus rate.

5 FOOD AND CLOTHING

5.1 Food

5.1.1 The employer shall provide workers with free food during working hours in accordance with article 4.5.11. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland. If that is not possible a food allowance shall be paid instead according to article 16.3. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland.

5.2 Clothing

- 5.2.1 The employer shall provide workers with work- and safety clothing (summer and winter clothing) as stipulated in a contract of employment. The clothing belongs to the employer who shall also take care of cleaning the clothes. It is authorized to make an agreement where the employee takes care of the cleaning for a compensation.

6 PENSION AND OTHER FUNDS

- 6.1. Pension, sickness, holiday pay, vocational education and work rehabilitation fund payments shall be in accordance with the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland.

7 SAFETY TRAINING

- 7.1 Whale watching companies shall strive to provide workers with necessary training for them to be able to execute their jobs diligently and safely according to official requirements. During necessary training, scheduled by the employer, the employee shall receive daytime wages, as well as reimbursement for food, board and travel costs agreed upon if the training takes place elsewhere. The training costs shall be paid by the company. If an employee quits without the permission of the employer before the end of the temporary contract of employment, the employer can claim back the expenses incurred in proportion to time worked.

8 ON PAYMENT OF SALARIES IN INSTANCES OF SICKNESS AND ACCIDENT

- 8.1.1 An employee unable to work due to an illness or accident shall retain wages as follows:

First two months of employment an employee shall receive regular wages for seven days, though not longer than the employment has been active.

After two months of employment for the same company an employee shall receive regular wages for two months according to work schedule and contract of employment.

After two years of continuous employment for the same company or on the same vessel an employee shall receive regular wages for three months according to work schedule and contract of employment.

After four years of continuous employment for the same company or on the same vessel an employee shall receive regular wages for four months according to work schedule and contract of employment.

An employee unable to work due to illness shall not receive wages for a longer period than he has been employed.



- 8.1.2 An employee unable to work due to a workplace accident or an accident during trip to or from the workplace, or if the illness is work related, shall receive regular daytime wages for three months additional to rights stated in article 8.1.1.
- 8.1.3. Right to wages during absence due to illness or accident according to article 8.1.1. is a total right over a 12 month period, regardless of the type of illness. This right fully replaces articles on renewals of illness rights in the seafarers' laws(sjómannalög)

For clarification: Incapacitation due to an accident can occur directly following the accident or at a later date. Burden of proof and establishing a causal link shall be according to general rules. In case of a workplace accident the employer shall bear the costs of transportation home or to a hospital and reimburse all applicable hospital and rehabilitation costs outside the costs covered by social security. The employee shall provide receipts for incurred costs to the employer. This includes accidents en route to and from work. Right to wages due to workplace accidents and work-related illness is an independent right and does not affect general rights to wages due to illness or accident. Rights to wages due to illness or accident is applicable during a 12-month period. At the start of an employee incapacitation due to illness or accident, wages paid in the last 12 months due to illness or accident shall be deducted from the current right. Periods in the 12-month period where the employee did not receive wages shall not be included in the calculation.

- 8.1.3. An employee is obligated to report illness or accident-related absence in accordance with the rules of the company.
- 8.1.4. The employer decides whether a medical certificate is required and pays the costs for such certificates.
- 8.1.5 An employee incapacitated continuously for four week is required to provide a medical certificate with a doctor's opinion stating whether work rehabilitation is required or not. Other certificates are invalid.

9 INSURANCE AND LOSS OF PROPERTY

9.1 Accident insurance

- 9.1.1 The employer shall insure every employee this agreement covers in accordance with article 172 of The Act on Maritime, No. 34/1985(replacing insurances according to article 9.7. in the collective agreement between The Confederation of Icelandic Employers(SA) and The Federation of General and Special Workers in Iceland)

9.2 Loss of property

- 9.2.1. Loss of property shall be covered by the seafarers' laws(sjómannalög).

10 TERMS OF VALIDITY

- 10.1 This collective agreement shall be valid from April 1st 2022.

Reykjavík / Húsavík, March 30th 2022