

**Collective Agreement
between**

Havnar Arbeiðskvinnufelag

and

The Ministry of Finance

2019

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Chapter 1 Scope and Employment

Art. 1 Scope of this Agreement

1.1 This Collective Agreement applies to employees who work at state institutions and self-governing institutions in Tórshavn Municipality, where the Ministry of Finance has the authority to set pay and the terms and conditions of employment. Such employees include *tænastuástøðingar* (service assistants), cleaners, ward orderlies, dining hall, laundry and kitchen staff and others. When a position becomes vacant, it must be advertised in at least one Faroese media outlet.

1.2 When significant changes are made to the procedures or administration of an institution, or new technology is rolled out, employees must be notified well in advance, so as to enable them to take part in planning and preparations. If such measures require training, the employees at the institution in question must be given the opportunity to access the training required to carry out this work.

1.3 Havnar Arbeiðskvinnufelag has the right to negotiate and enter collective agreements with the Ministry of Finance.

Art. 2 Employment

2.1 The above-mentioned employees are employed as salaried workers receiving monthly pay or workers paid by the hour. Youths between 14 and 16 are, however, always paid by the hour. The employer shall determine the form of employment, subject to the provisions in Art. 2.2.

2.2 Employees who have been working for at least 15 hours a week for 3 months in a row are entitled to become salaried employees receiving monthly pay. If an employee wishes to become a monthly-paid employee, they must notify their employer. The transition from hourly pay to monthly pay shall take place no earlier than the 1st of the month after said employee has been employed for a continuous period of 3 months. If the required seniority is reached on the 1st of a month, the switch to monthly pay can, however, apply from that day.

Chapter 2 Employees paid monthly

Art. 3 Employment contract

3.1 All employees who are paid monthly, or hired for a fixed-term position lasting more than 3 months, shall, no later than 14 days after their employment, receive an employment contract, which must stipulate:

1. name and address of the employing authority and the employee
2. employment start date
3. the applicable collective agreement in force between the above mentioned parties
4. job title

5. starting salary (basic salary plus any fixed allowances and or supplements)
6. pension contribution
7. seniority (length of service) and the next increments in seniority
8. period of notice required of the employer and employee
9. employment fraction, working hours, any agreements regarding fixed working hours, e.g. day, evening or night work
10. paid holidays and holiday supplements
11. area of employment and
12. current workplace/places (if the employment spans several locations, the main place of employment must be stipulated).

Art. 4 Working time

4.1 The average working week is 40 hours. Standard working hours must be between 7:00 and 18:00.

4.2 Working time is up to 8 hours per day. If the work procedures at the workplace require it, then agreements regarding exceptions may be entered between the institution and the trade union or union steward.

4.3 Employment pursuant to this Collective Agreement may also be part time. Where possible, the number of hours should not be less than 10 per week. Pay is calculated in proportion to the number of hours.

4.4 In cases where it is necessary, work may be arranged as split working time, in such cases the free time in between must be at least 2 hours. The aim is that days off are arranged so that employees have every second weekend off (Saturday and Sunday).

4.5 The standard working time of a full-time employee who is paid monthly is 173.33 hours per month ($40 \times 52 / 12$) and 8 hours per day.

4.6 For full-time employees who are paid monthly overtime is defined as any work carried out in addition to the work agreed on as the fixed working time that day.

4.7 For hourly paid and part-time employees overtime is defined as any work exceeding 8 hours in one day.

4.8 Overtime work shall, to the extent possible, be compensated with time off, which must be as long as the overtime + 50% rounded up to half hours. If the overtime work is not compensated with time off within the end of the third month after the overtime work was carried out, then hourly salary + 50% shall be paid for the overtime.

When employees are scheduled to work overtime, they must be notified the day before. If such notification is not given on time, then the employees shall receive notification compensation, if the overtime work lasts longer than 1 hour.

4.9 Part-time employees, who work longer than their stipulated working hours, but no longer than the standard working time of a full-time employee who is paid monthly, shall receive hourly wages for this additional work.

4.10 If mealtimes are fixed they do not count towards the hours worked. If it is not possible to arrange fixed mealtimes, then they are considered part of the hours worked and must be taken when work processes allow it. In such cases, mealtimes are maximum half an hour and the employees are considered available for work during this time.

4.11 For every 40 hours of evening or night shifts, employees are entitled to 3 hours off. Evening or night work is defined as any work starting at 14:00 or later and ending later than 17:00. These rules apply to all working days, Sundays and bank holidays, but not to overtime, on-call shifts or 24-hour shifts.

4.12 If it becomes necessary to change the usual working hours of an employee (with the exemption of substitutes) altering the working hours originally agreed, notification must be given at least 72 hours in advance. Any failure to comply with this notification period entitles the employee to receive compensation for altered working hours. Altered working hours is defined as the period of time when the employee was not supposed to be at work, but which, following the alteration, becomes ordinary working time.

Art. 5 Salaries and allowances

5.1 Salaries and allowances are defined by the pay scales applicable to this Collective Agreement.

5.2 Unsocial hours allowances are stipulated in a scale applicable to this Collective Agreement.

5.3 Salaries are determined by the number of years employees have worked, 2 years at every grade.

5.4 When employees come to work on request, and there is no work, they shall receive their salary for 2 hours, or if work commences after a stipulated period, then the employees shall receive their salary for the time they have spent waiting.

5.5 The salary of employees working in schools and other places of education or similar institutions, which close for holidays for more than 5 weeks per year, are calculated based on an active period (B), which is calculated as follows:

$$B = (\text{Annually agreed working hours}) \text{ divided by } 1880$$

The salary in 5.1 is then multiplied by B. Fixed days off are included in the annually agreed number of hours.

5.6 Employees who under an on-call scheme are on-call from their home with a duty to attend on request shall receive fixed additional hourly on-call compensation, as per the pay scale. On-call hours may be compensated with time off. Each on call hour shall be converted to 20% of a standard working hour.

5.7 Youths aged 14 shall receive 50%, youths aged 15 and 16 shall receive 75% of the salaries mentioned above.

5.8 Compensation for working at the Bed-making Hub (*Seingjareiðingarmiðstöðin*) is DKK 500 per month. This compensation is calculated as a proportion of the employment fraction.

5.9 *Group leader allowance.* If an employee is appointed group leader or work organiser, then they will be paid, for the responsibilities and inconveniences that come with the position, a monthly allowance, which does not count towards pension contributions, of DKK 1000. If the position is part-time, then the allowance will be calculated in relation to the employment fraction.

5.10 For extraordinary in-depth cleaning and dirty work an additional compensation is paid, as per the pay scale.

5.11 *Skills allowance.* A skills allowance is paid to those who have taken part in training courses, e.g. on hygiene and handling food, which is DKK 500 per month. This allowance is a skills allowance and linked to the job. In order to entitle the

employee to the skills allowance, then the training course must be required and completed at an approved training centre. Only one allowance will be paid, regardless of how many training courses an employee completes. If the employment is part-time, then the allowance will be calculated according to the employment fraction.

5.12 *Danger money.* For work at the closed psychiatric ward at the National Hospital of the Faroe Islands, compensation of DKK 300 per month shall be paid, in accordance with the employment fraction.

5.13 When a group leader or work organiser is employed in a position, which includes specific on-call duties or telephone duty, an agreement must be entered stipulating compensation of up to DKK 1500 per month, calculated as per the employment fraction.

5.14 *Payment of salaries.* Salaries are paid monthly in arrears. All employees shall receive a payslip, which indicates what the salary is for. Pension contributions are paid at the same time as salaries are paid.

Art. 6 Pension contributions

6.1 For any person employed pursuant to this Collective Agreement, a pension contribution shall be paid, which is calculated in accordance with the employee's employment fraction plus any overtime and hourly salary (excluding allowances and similar concepts).

6.2 Pension contributions shall be transferred to an approved pension scheme at the same time as salaries are transferred.

6.3 For employees who are members of Havnar Arbeiðskvinnufelag the employer shall transfer the membership fee to the union (currently 2.5%).

Art. 7 Bereavement compensation

7.1 When an employee dies while in service, their spouse/cohabiting partner or children under 21, for whose maintenance the employee was responsible, are entitled to salary for a period equivalent to the applicable term of notice, minimum 3 months, but maximum 6 months. The bereavement compensation shall be the last monthly salary paid. The salary for the month in which the employee dies is not included in the bereavement compensation.

Art. 8 Absence owing to illness

8.1 Employees receiving monthly pay who are absent owing to illness shall receive salary pursuant to the Parliamentary Act on Salaried Workers (Løgtingslóg um Starvsmenn).

8.2 If the child of an employee who is paid monthly falls ill, then the employee is entitled to paid time off in conjunction with the illness, but for no more than 2 days in a row and no more than 10 days in a year. If the employee has more than 2 children under the age of 10, then the employee may get paid time off up to 20 days in a year.

Art. 9 Rotas

9.1 Rotas shall be prepared for all monthly paid employees with variable working hours.

9.2 The rota must cover a period of at least 4 weeks and shall stipulate where and when the work is to be carried out and when employees have their days off.

9.3 Time off in lieu of pay accrued from overtime work, Sunday and holiday work and for other concepts must be notified during working hours and no less than 72 hours before the time off in lieu of pay is taken. If time off in lieu of pay, which has already been arranged, is cancelled, this must be notified no less than 72 hours before the work that immediately precedes the start of the time off commences. Failure to provide timely notification shall entitle the employee to compensation for this time as overtime/time off lost. Time off in lieu of pay shall, insofar as possible, be given in whole days.

Art. 10 Temporary service in a higher-ranked position

Employees, who on special orders or a rota arranged in advance, execute the tasks of a higher-ranked position for 1 uninterrupted week or longer are entitled to receive the same salary as they would have been paid, if they were employed for this position, on the condition that they take over the tasks, which come with the higher-ranked position.

Art. 11 Time off

11.1 Time off accrues pursuant to the Parliamentary Act on Holidays (Frítíðarlógin).

11.2 If an employee, who is employed pursuant to this Collective Agreement, falls ill while taking their holidays, then, subject to the employer's assessment, they may be granted compensation holiday if warranted by exceptional circumstances. This assessment is based on the duration of the illness, and whether it is so serious that it is not possible to use the time off in a reasonable manner. It is up to the employer to decide whether to require a medical certificate.

Art. 12 Childbirth

12.1 Any employee who is pregnant has a duty to inform the institution at least 3 months before their due date.

12.2 Any employee who is pregnant is entitled to maternity leave during pregnancy and after childbirth. The employee may take paid leave from 4 weeks before their estimated due date. After childbirth the employee is granted paid leave for 24 weeks. Paid maternity leave can therefore be both shorter and longer than 28 weeks in total, but after childbirth there are always 24 weeks with pay.

12.3 If the employee proves with a medical certificate that she is unable to work before 4 weeks ahead of the estimated due date, this condition shall be considered ordinary illness and the employee is then entitled to paid sick leave. When 4 weeks are left until the due date, then the employee will be transferred from paid sick leave to paid maternity leave, pursuant to 12.2.

12.4 In addition to the mentioned benefits, the employee may be granted paid leave throughout the pregnancy, if she proves with a medical certificate that staying in the job poses a health risk to the foetus or to her.

12.5 From the 14th week after childbirth the parents may split the paid maternity leave entitlement between them.

12.6 Employees who adopt a child are entitled to paid leave for up to 4 weeks before they receive the child, and 24 weeks in total. The parents may split the paid leave entitlement between them. The entitlement to paid leave is conditional on the adoption authority determining in advance that the parents, one or both, must stay home in conjunction with receiving the child. The parents cannot be on paid leave at the same time pursuant to this article.

12.7 In addition to the leave entitlements mentioned in Arts. 12.2 to 12.6, employees are entitled to unpaid leave, without losing seniority, so that the total duration of leave is 52 weeks after childbirth or after receiving the child. These periods are continuous and any leave pursuant to this article must be taken no later than 52 weeks after childbirth or after receiving the child.

12.8 If the 120-day rule has been agreed, then illness during pregnancy is not included in the calculation.

Art. 13 Leave

13.1 Employees may be granted unpaid leave, when it is not in conflict with the institution's interests.

13.2 Leave may be granted for up to one year at a time.

Art. 14 Fixed and special holidays

14.1 Fixed holidays: Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, New Year's Day, Maundy Thursday, Good Friday, Easter Monday, General Prayer Day (fourth Friday after Easter), Ascension Day, Whit Monday, May 1, Eve of St Olaf's Day (July 28) and St. Olaf's Day (July 29).

14.2 Half holidays, meaning from 12:00: Faroese Flag Day (April 25).

14.3 In addition, employees are entitled to special holidays pursuant to the agreement on the special holiday week (*serstøk frívika*).

14.4 If a fixed holiday or half-day holiday cannot be granted in individual cases owing to particular circumstances, employees are entitled to compensation as quickly as possible with a supplement of 50% of the services, which were carried out on the holiday lost, rounded up to half hours. If the holiday lost is not compensated with the above mentioned time off within three months, then employees shall receive pay for the lost holiday pursuant to the rules in Art. 4.8 on overtime work.

14.5 Sunday work and any work on holidays, which are not Sundays, will be paid at the rate of ½ hour extra per hour of work.

14.6 If employees in full-time employment are asked to attend work on a day, which is a day off according to the rota, they shall be paid ½ hour extra per hour of work.

Art. 15 **Period of notice**

15.1 Periods of notice are defined pursuant to the provisions in the Parliamentary Act on Salaried Workers (Lögtingslóg um Starvsmenn).

15.2 If the employing authority intends to give an employee notice, then a written letter of intention to give notice must be submitted to the employee in question and the trade union for comment with a deadline for comment of no less than 14 days. If such letter of intention contains any sensitive information pursuant to Art. 27 of the Public Administration Act (Fyrisingarlógin), then the union shall receive a letter of intention without this information.

15.3 The period of notice for union stewards is extended by 3 months.

Chapter 3 Employees paid hourly

Art. 16 **Applicable articles**

16.1 The following articles apply to employees paid by the hour:

Art. 2, Art. 3, Art. 4, Art. 5, but not 5.5, Art. 6, Art. 11, Art. 12 and Art. 14.

Art. 17 **Periods of notice**

17.1 For hourly paid employees, the period of notice for dismissal by employers is the following:

Less than 6 months' employment:	5 working days.
From 6 months' to 1 year's employment:	7 working days.
From 1 to 2 year's employment:	10 working days.
From 2 to 3 year's employment:	15 working days.
From 3 to 5 year's employment:	20 working days.
More than 5 years' employment:	25 working days.

The period of notice from employees is 5 working days.

Employers have an obligation to provide employees with proof of length of service when the employment period ends.

Chapter 4 Other provisions

Art. 18 **Uniform**

18.1 If employees are required to wear a uniform, then the employer shall pay for it. Also refer to Lønardeild (LD) circular 1998-2.

Art. 19 **Committee work**

19.1 If an employee is elected chair of the Union, then he employee is entitled to unpaid leave. When the employee returns from leave, then the employer must have a position available for this employee.

19.2 Board members are entitled to unpaid time off from their work in conjunction with board work, training courses and collective bargaining. The

employer shall receive immediate notification when a board member is called in to a meeting.

19.3 The provisions in Art. 24.9 also apply to board members.

Art. 20 Cooperation council

20.1 The Agreement on Cooperation Councils (*Samstarvsráð*), which the Faroese Government entered with the trade unions in 1993 also applies to Havnar Arbeiðskvinnufelag.

Art. 21 Training courses

21.1 The parties agree that it is important that employees receiving continuing development through training, continuing education and participation in courses.

21.2 Employees who take part in required training courses must not lose pay. If a course that benefits the workplace takes place on a Saturday, Sunday or fixed holiday, then the employee shall receive time off in lieu of pay for these days.

Art. 22 Employee policy

22.1 The agreement on measures to bolster continuing skills development, public policies on old age and family, as well as equality also apply to employees hired pursuant to this Collective Agreement.

Art. 23 Permanent Arbitral Tribunal

23.1 Any dispute regarding this Collective Agreement shall be submitted to the Permanent Arbitral Tribunal (*Fasti Gerðarrættur*).

Art. 24 Union Steward Scheme

24.1 Workplaces with 5 or more workers are entitled to elect a union steward and a deputy union steward. The elections are valid once the union has approved them and they have been notified to the management at the workplace. This notification must be made within 14 days of the election. Only members with full membership are eligible to stand for elections. Union steward elections shall take place in even years.

24.2 All the rules and regulations applicable to union stewards also apply to deputy union stewards.

24.3 Union stewards shall receive necessary information regarding any planned measures, which will affect working conditions. Union stewards shall receive the regulations for the relevant institution. Union stewards must also be included in the discussions when any changes are made.

24.4 Union stewards have a duty to monitor compliance with all legislation, agreements, contracts, regulations and the like, which apply to the workplace, and must work to foster the best possible cooperation between employees and management. Union stewards also have a duty to report anything unsafe at the workplace, as per Parliamentary Act No. 70 dated 11th May 2000.

24.5 Union stewards have a right and obligation to negotiation with management at the workplace regarding any issues, which the Union or employees at the workplace instruct the union steward to take up, as well as any issues that the union steward may take up on own initiative.

24.6 If union stewards and employees are discontent with a management decision following negotiations, then the matter shall be put to the Union.

24.7 Union stewards shall, in consultation with management and during working hours, have the opportunity to tend to matters relating to fellow employees or working conditions at the workplace without losing salary.

24.8 Steward duties shall be carried out in such a manner that they have as little impact as possible on work.

24.9 If a union steward is dismissed, then the dismissal shall be discussed by Havnar Arbeiðskvinnufelag and the employer. The dismissal must be accompanied by a thorough written justification. This justification shall form the basis for the meeting between the union and the employer. The rules in the Union Steward Scheme regarding dismissal apply for six months after the person in question has left the position of union steward or deputy union steward. The period of notice for employees who are elected union stewards is extended, so that 3 months are added to the period of notice, which the individual union steward has accrued.

Art. 25 Entry into force and termination

25.1 This Agreement enters into force as of October 1st, 2019, and may be terminated by either party with 3 months' notice by December 31st, 2022, at the earliest. If this Collective Agreement has been terminated and is no longer in force, the parties still have a duty to comply with it until a new agreement has been entered or a work stoppage has been implemented.

Done at Tinganes, December 14th 2020

Havnar Arbeiðskvinnufelag

Ministry of Finance

(signed)

Vígdis Johannesen

Chair

(signed)

Jørgen Niclasen

Minister

(signed)

Mariann Højgaard

(signed)

Snorri Fjallsbak

(signed)

Marjun í Gong

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(signed)

Vónbjørt Ottosdóttir

