
**Salary Agreement
between
Havnar Arbeiðarafelag
and
Føroya Arbeiðsgevarafelag
(Faroese Employers' Association)**

§1

This agreement concerns workers/specialist workers employment which professionally and geographically falls within the area of the Havnar Arbeiðarafelag and the Faroese Employers' Association.

Basic Salary and Additional Payment

§2

Sec. 1. On the 1st of May 2022, the salary is 140.30DKK. On the 1st of May 2023, the salary is 144.99DKK.

Sec. 2. The salary is recognised as minimum salary.

§3

Regarding excavation, clearing up building sites, coal mining, dirty and unattractive work, cement, concrete, pouring, wall tying, water building, asphalt, tar, stonework and work on slipways scrubbing the outside of ship bottoms and greasing the outside of the ship up to bulwark and paintwork with spray in shipbuilding will be paid the basic salary + additional 0.29% per hour.

§4

- a. Regarding work using stone crushers, motor care, compressors, lath and similar work concerning building work. Regarding the care of cranes. Regarding driving forklift trucks over 10 tons, tractors, dump trucks and similar equipment, such as road rollers, hydraulic excavators, and drilling wagons, will be paid the basic salary + an additional 3.35% per hour.
- b. Regarding charging, exploding and rock drilling, payment will be basic salary + an additional 5.19% per hour.
- c. Regarding tunnel work, payment will be the basic salary + an additional 4.73% per hour.
- d. Regarding cleaning boilers, water tanks on ships, oil tanks, train oil tanks and melting equipment, cleaning sewers and keel inside a ship, payment will be the basic salary + an additional 5.47% per hour.
- e. Regarding work involving dangerous waste at fire stations, dangerous substances that require particular protective equipment (e.g. asbestos), as well as pick-up after accidents and cleaning where specialised knowledge is required, payment will be the

basic salary + an additional 5.47% per hour. This article is valid since the 1st of May 2013.

§5

The basic salary for drivers and forklift truck drivers in jobs mentioned in §2 and those working capstan for unloading ships will be paid the basic salary + an additional 1.17% per hour.

The basic salary for drivers and forklift drivers in jobs mentioned in §3 will be paid the basic salary + an additional 1.62% per hour.

Regarding drivers working a crane truck and tank truck (for oil and petrol), the basic salary for the jobs mentioned in § 2 will be the basic salary + 3.59% per hour, and those mentioned in § 3 will be paid the basic salary + 4.02% per hour.

Protocol:

The parties bind themselves in the course of the agreement to conduct negotiations about revising the system of additional payments in the agreement. The parties agree that the system must be modernised, and the objective must be for the system to be as simple and flexible as possible.

Employment Contract

§6

Proof of employment will be provided in accordance with government law regarding proof of employment.

Youth

§7

Youth aged 14 years will receive 50%, and 15 and 16 years will receive 75% of an adult salary. 17 years old receive a full salary.

Overtime Payment and Holidays/Days-off

§8

Overtime pay, including piece-work, will be estimated as such:

If standard working hours are between 07:00-16:00:

From 16:00-20:00:	35%
From 20:00-07:00:	60%

If standard working hours are between 08:00-17:00:

From 17:00-21:00:	35%
From 21:00-08:00:	60%

If standard working hours are between 09:00-18:00:

From 18:00-22:00:	35%
From 22:00-09:00:	60%
Saturdays 00:00-24:00:	65%
Sundays and holidays from 00:00-24:00:	100%

The same is valid for work that starts on the mentioned days, continues through to midnight, and continues until it can be considered standard work hours again.

Where lunchbreak is shorted according to §10, sec. 3 and 4, the overtime is accounted for an hour earlier.

Holidays

The 1st of May, Christmas Eve, New Year's Eve and Ólavsøka Eve are considered full-day holidays. Flag Day, Easter Eve and Pentecost Evening are half-day holidays.

Regarding urgent work on the following days: 1st May, Christmas Eve, Ólavsøka Eve, and past 12:00 on these days, will be paid double for as long as the holiday lasts. However, work past 13:00 on Christmas Eve will receive double Sunday and Holiday pay.

According to law no. 353, 7th August 1922 Constitution Day is considered a half-day holiday.

In addition to this, employees have the right to 5 unpaid holidays. The employer and the employee decide together when to set these unpaid holidays.

If the work starts before 04:00 in the morning, then payment does not decrease until an opportunity for sleep has been provided (sleep is considered 6 hours away from work, including if the worker is changing workspace).

Work hours, 24-hour operation and shift changes

§9

1. Standard work hours are 40 hours per week and should be 8 hours per day, Monday to Friday, and the daily work hours should be between 7:00 in the morning and 18:00 in the evening. This is according to the agreement of the parties at the individual workplaces.

The general majority at the workspace must agree on this, and voting must use paper slips.

If at the workspace, agreement is made that standard work hours are between 7:00 in the morning and 16:00 in the afternoon, then this should be validated for the whole workspace.

If at the workspace, agreement is made that standard work hours are between 8:00 in the morning and 17:00 in the afternoon, then this should be validated for the whole workspace.

If at the workspace, agreement is made that standard work hours are between 9:00 in the morning and 18:00 in the afternoon, then this should be validated for the whole workspace.

Where a workspace naturally can be divided into departments, it is possible for separate departments to have different standard working hours through an agreement between the workers, representatives and the company that differ from normal standard work hours. Voting must use paper slips. These work hours must lie between 07:00 and 18:00, and the management of the union must have this written agreement approved. If the union does not give notice before 14 days have passed, then these agreements will be deemed valid.

If an agreement is made with employees in a particular department about an exception from standard work hours regarding the abovementioned, then the new work hours for this employment group should be deemed the standard work hours. This is so that work outside these hours is considered overtime, according to Article 8.

2. Around-the-clock operations should be in shifts. All industry work that normally can be divided into 3 shifts falls under the label of around-the-clock 24-hour operation.

If 24-hour operation work in a fish factory reaches less than 3/2 continuous 24-hour days, for other industrial factories, less than 5 continuous 24-hour days, this work will be calculated as standard work and paid accordingly, including where overtime and nightshifts are concerned.

24-hour operations will be salaried as below:

From 08:00-16:00, regular basic salary

From 16:00-24:00, regular basic salary + 4.58% per hour.

From 24:00-08:00, regular basic salary + 6.41% per hour.

For shifts in fish factories that are less than 3 days and nights, but more than 2 days and nights, the salary will be as below:

From 08:00-16:00, regular basic salary.

From 16:00-24:00, regular basic salary + 7.32% per hour.

From 24:00-08:00, regular basic salary + 9.15% per hour.

These additions will not be indexed. The meal times in 24-hour shifts will not be withdrawn.

If the 24-hour operations work runs during a Saturday, Sunday or holiday, this must be calculated as Saturday, Sunday and holiday but cannot breach the 3- and 5-24-hour day rule.

The notice must be given 24 hours before the shift change starts. If notice is not given within this timeframe, then payment is to be given for 1. overtime for that day for each worker on the shift.

3. In industrial factories, the work can be in 2 shifts, 8 hours each, with approx. the same-sized teams switching shifts each week.

If 24-hour operation work in a fish factory reaches less than 3/2 continuous 24-hour days, for other industrial factories, less than 5 continuous 24-hour days, this work will be calculated as standard work and paid accordingly, including where overtime and nightshifts are concerned.

Through negotiation between the worker and employer work hours can be placed between 07-24, and payment is as such:

1. team: Regular standard salary
2. team: Regular standard salary + 11% per hour.

If the work at the fish factory is less than 3- but at least 2- 24-hour days, the payment is as such:

1. team: Regular standard salary
2. team: Regular standard salary +8.75 DKK per hour.

This addition will not be indexed. The meal time will not be withdrawn for 2. team:

Overtime – when the work lasts longer than 8 hours – in shift changing work as well as Sundays and holidays will be paid according to § 9.

Sundays and Holidays must not breach the 3- and 5- 24-hour days rule.

Where a workplace naturally splits into separate departments, it can be agreed that the shift change will be used in individual departments.

The agreement is made between workers with representatives and the factory. Voting must be done using paper slips with all workers at the factory, and representatives for the union mentioned in the agreement must be present during the vote. The management of the union must have this written agreement for approval.

If the union does not give notice within 14 days after the agreement is received, the agreement is then considered approved.

The notice must be given 24 hours before the shift change starts. If notice is not given within this timeframe, then payment is to be given for 1. overtime for that day for each worker on the shift.

Meal Breaks

§10

Sec. 1. Lunchtime must be 1 hour between 12:00 and 13:00, and no payment is provided for this mealtime. If work is done during lunchtime hour, this will be given double standard pay; Saturday is double Saturday pay, and Sunday and holidays are double Sunday pay.

It should never be more than 4 hours between each meal break.

Sec. 2. If the work runs over 60 minutes overtime in a workday, then the worker has the right to a dinner break. Dinner break must be 1 hour and lay between 18:00-19:00, and payment will not be given for this mealtime. If work is done during the dinner break, it is paid double overtime payment. Notice must be given the day before if work is to run over. If this is not possible, then notice that the work is to go over must be given before lunchtime of that same day. If a notice is not given before lunchtime and it reaches dinnertime, then the workers will receive an hour extra pay according to overtime 1 if work starts again at 19:00.

Sec. 3. Without changes to sections 1 and 2, the workplace can agree that every 4 hours, the worker has at least 20 minutes of mealtime.

Payment will not be withdrawn for meal breaks in accordance with this section.

Sec. 4. At the workplace where the number of employees is at least 10, an agreement can be made that the mealtime, according to section 3, can be organised in similar-sized groups.

Payment will not be taken for this meal break, according to this article.

Sec. 5. The agreement at the workplace regarding sections 3 and 4 will be made according to the abovementioned rules on work hours.

The workers union must have written notice regarding changes to meal hours.

Regarding drink breaks, refer to the fixations above.

Representatives

§11

At each workplace, the worker has the right to choose a representative. More detailed rules for the representative are recorded on the specific systems between unions.

b. Committee members at trade unions have the right to receive time off from work regarding committee work, negotiations, and course participation. Notice must be given to the employer immediately when the committee member receives notice of a meeting.

c. Regarding notice of dismissal of committee members of the Faroese Workers Union, Havnar Arbeiðarafelag, Tórshavn Women Workers Union, Klaksvík Women Workers Union and Klaksvík Men Workers Union, the same rules apply as for representatives.

Minimum Work Hours and Pay

§12

For any kind of work, everyone who participates in the work will receive pay for at least 2 hours even if the work hours are less.

Additionally, workers present for promised work that does not happen will receive pay for 2 hours of work, or if the work starts after the set work time, they will receive payment for the time they waited.

Salary Payment

§13

Work salaries are to be paid once a week. If an agreement is made with the responsible trade union (Havnar Arbeiðarafelag), the salary can be paid once every two weeks or once a month. Pay slip must be given with payment.

Work Injuries

§14

Sec. 1. If a worker is injured during work hours and according to a doctor's receipt, cannot work, payment will be made for 20% of the missed work hours for up to 10 days with 10% from the employer and 10% from the trade union.

Sec. 2. If an employee that has worked for their employer for more than 9 continuous months is unable to work due to a work accident, which is a work accident according to work injury insurance law, then the employer, after the timeframe mentioned in section 1 ends, is responsible for paying the difference between the maintenance allowance and the pay the employee would have received if not injured.

The employer's responsibility for this payment stands until the employee is able to work or, at most, 5 months after the work injury happens.

Piece-Work and Specialist Workers

§15

- A. All work can be done as piece-work. In these cases, the representatives of the Havnar Arbeiðarafelag and the management of the Faroese Employers' Association have the right to require them for approval.

Record of Conciliation Meeting:

The parties are in agreement that there is a need for a specialist workers agreement and confirm that they are working on getting such an agreement as soon as possible.

Chairperson

§16

Each employer has the right to have a manager who does not do union workers' work and therefore is not required to be a union member.

Loaning Workers
§17

Workers loaned from an employer to another employer keep their employment rights.

Watch Duty
§18

Watch duty workers on ships mooring at a quay at night receive additional pay for the night, which accords to 7.5 normal hourly pay. Saturday and Sunday, the additions will be according to 10 normal hourly pay.

Night is from 21:00-08:00.

Where work during shifts aboard is done with others other than watch duty work, payment must be given to the watch duty worker in accordance with the fixations in this contract agreement.

On-call Guard
§18a

Workers that work on-call guard shifts from Monday to and by Friday at 24:00 are paid 13.73% per hour. After Friday to standard work hours Monday morning, the worker is paid 27.45% per hour.

The on-call guard is paid in accordance with Article 8.

However, this provision shall not result in a decrease in the guard fees according to current regulations.

§19

The parties agree that it is important for employees to receive training, further education, and participate in courses.

When employees are required to attend a course, this will be compensated according to Article 2 of this agreement, along with possible additional payments, but for a maximum of 8 regular hours per day. This also applies if these courses fall on a Saturday, Sunday, or fixed day off.

Parental Leave
§20

An employee hired according to this agreement is entitled to parental leave according to the applicable legislation.

Attending/minding a higher position
§21

Employees who, after special instructions or by prior agreed fixed-term work arrangement, temporarily take on higher positions for 1 week or more shall be paid the same salary as the person they replace. This is provided that they perform the tasks associated with the higher position.

Leave of Absence

§22

Employees who have worked for the same employer continuously for 5 years may be granted unpaid leave, provided it does not conflict with the employer's interests. The employer must have a job position available when the leave period ends.

Resignations/ Terminations

§23

Sec. 1. In any employment that lasts longer than 3 months, the term of notice from the employer for hourly-paid work is as follows:

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

The notice period from the employee's side is as follows:

More than 3 months of employment:	5 working days.
More than 6 months of employment:	7 working days.

However, this is not applicable when work is stopped due to a shortage of material or weather.

The notice of termination must be in writing from both parties.

Sec. 2. When the employee's employment ends, the employer must provide the employee with a certificate of their employment period.

Terminations must be founded on reasonable bases. If requested by the terminated employee, the employer must provide a written justification for the termination. Justification may only be required if the terminated employee has been employed for at least 9 months.

Sec. 3. If an employee, who has worked for the same employer for more than 9 consecutive months, becomes disabled due to a work-related injury which is considered a work-related injury based on the industrial injury insurance law, they cannot be terminated before a period of 7 months has passed after the occurrence of the work-related injury. However, this only applies until the employee becomes fit for work again.

Membership Fee, Life Insurance, Pension and Severance Pay

§24

Sec. 1. To support important purposes of the Havnar Arbeiðarafelag, a fee of 2.5% of the salary will be deducted before it is paid out.

The fee will be paid by the employer and transferred to the Havnar Arbeiðarafelag according to the muster roll and account statement, simultaneously with the salary transfer.

Sec. 2. For life insurance and other societal purposes, a fee of 1.5% of the salary will be deducted before it is paid.

The fee will be paid by the employer and transferred to the Havnar Arbeiðarafelag according to the muster roll and account statement, simultaneously with the salary transfer. The Faroese Employers' Association gets regulations delivered regarding the utilisation of this percentage fee.

Sec. 3. In addition to the salary, employers contribute 11% of the wage to the retirement fund/arrangement of the union. This percentage is paid out alongside the salary.

Sec. 4. When an employee who has been employed by the current employer for at least 1 year passes away while in employment, their surviving spouse/partner or children under 18 years of age, whom the employee is obligated to support, are entitled to the pension for the month of the employee's death and the following 3 months.

For hourly-paid employees, the salary is calculated as an average of the wages paid by the current employer during the last 12 months in which the employee has been employed.

Disputes and Arbitrations

§25

In the case of work disputes that do not involve termination of the current contract, a 6-person committee is established for ruling. This committee consists of 3 members from each union involved. If this committee fails to reach an agreement, an impartial person (mediator) will be chosen by both parties. If the committees cannot agree on a mediator, the judge will choose the mediator, and their decision will be final.

Retirement Fund and Standard Salary Increase

§26

Employers contribute 11% of their salary to the retirement fund of the Havnar Arbeiðarafelag.

These percentages are paid together with the salary.

On May 1, 2022, the standard salary increases by 3.50%.

On May 1, 2023, the standard salary increases by 3.50%.

These increases also apply to specialist contracts.

Sec. 2. Those who have reached the official retirement age receive the amount that would have been paid as a retirement benefit as part of their salary. Before the amount is paid, the

applicable contributions are to be paid along with the salary deducted so that the employer's expenses remain unchanged.

The same applies to individuals exempt from contributing to the Faroese retirement system according to § 1, sec. 5 of the retirement law.

Note: As of May 1, 2022, these contributions correspond to 16.96% of the hourly wage and 6.46% of the monthly salary. The contributions include holiday pay, ALS contribution, maternity/paternity leave pay, contribution to the Labour Market Supplement Pension Fund, and contribution to the Work Injury Fund. This means that from May 1, 2022, an additional 9.41% will be added to the hourly wage and 10.33% to the salary of those who take holiday with pay.

Term of Office

§27

After 2 years of employment, the increment is 2.5% of the standard salary.
After 4 years of employment, the increment is 3.5% of the standard salary.
After 6 years of employment, the increment is 4.0% of the standard salary.
After 8 years of employment, the increment is 5.0% of the standard salary.
After 10 years of employment, the increment is 6.5% of the standard salary.

After 11 years of employment, the increment is 8.0% of the standard salary.
This increment takes effect from May 1, 2023.

Employees have the right to transfer their employment period from one workplace to another if they have not been absent from their workplace for more than 7 years.

The increment for 3 years of employment is effective from May 1, 2003.
The increment for 5 years of employment is effective from May 1, 2005.
The increment for 7 years of employment is effective from May 1, 2007.
The increment for 9 years of employment is effective from May 1, 2013.
The increment for 11 years of employment is effective from May 1, 2017.
As of May 1, 2022, the increments have been adjusted for 2, 4, 6, 8, and 10 years of employment.
As of May 1, 2023, the increments have been adjusted for 2, 4, 6, 8, 10, and 11 years of employment.

To transfer the employment period to a new employer, the employee must inform of the possible employment period from other employers when employed and, at the latest, when signing the employment contract.

Assistant/Auxiliary Staff

§28

A driver in permanent employment, who drives with a full load, must have an assistant when they deem it necessary. During the unloading of coal and salt, the driver should be exempted from working.

Fork trucks used in outdoor work at Eystara Bryggja must each have a cabin when replaced.

Membership

§29

Sec. 1. The parties agree that all employers have a shared interest in being members of the employers' association, and all employees are to be members of the workers unions. The parties shall neither directly nor indirectly prevent employers and employees from forming employer and worker unions.

Sec. 2. The employers' association works to attract employers to the advantages of membership in the employers' union. Likewise, the workers union work to attract employees to the advantages of membership in the workers union. The parties work to ensure that existing agreements are upheld. Employees and employers have an obligation to inform their respective unions when there are ununionised employees or employers in the workplace.

Sec. 3. If the employer receives a request from the workers union regarding informative initiatives in the workplace, such a request shall be considered with goodwill, and the workers' union shall respect that daily work should not be disrupted. Additionally, the employer should allow the workers union, through its representatives, to provide current and new employees with information about the advantages that membership in a trade union provides.

Transport Compensation

§30

- a. For public/official work that is located far outside the town or village, requiring the relocation of workers, they shall receive free transportation to and from the site with a salary for the travel time during the outbound journey.
- b. When individuals are sent on business trips, they are entitled to full accommodation and travel expenses covered, as well as salary for the travel period and other provisions as specified in the agreement.
- c. If the employer sends workers to work in another town or village, which is a considerable distance away, necessitating their relocation, they shall receive free transportation.

However, this provision does not apply to workers already employed by the respective employer in a permanent position.

Chairperson §31

The chairperson of the Havnar Arbeiðarafelag is entitled to a leave of absence for a maximum of 6 years without pay, and the employer must have the position available when the leave of absence period ends.

Cleaning §32

Sec. 1. If a specific cleaning task cannot be completed within the allotted time frame set by the employer, and the trade union believes that it cannot be accomplished with regular work efficiency. Then the trade union may request a consultant with relevant expertise to assess the conditions and procedures of the work in relation to the specified time frame. The same is valid if the union estimates that the circumstances promised for the cleaning are not fulfilled, e.g. the premise is not ready for cleaning.

A representative for the employees has the right to be present during the assessment. Once the assessment is complete, the consultant has the right to demand a meeting with the employer to address any potential disagreement regarding the specified time frame. If the disagreement cannot be resolved, the trade union may escalate the matter to the Faroese Employers' Association.

All information disclosed during such assessments should be treated confidentially.

Sec. 2. For spring-cleaning tasks, an additional compensation of 9.15% of the hourly salary is provided.

Annual Meeting §33

When Havnar Arbeiðarafelag announces an annual general meeting, all work shall cease two hours prior to the announced meeting. In special circumstances, exceptions may occur based on a specific agreement between the parties involved.

§34

Sec. 1. The control measures the employer implements shall be based on security or operational reasons and have a reasonable purpose.

Sec. 2. Control measures should not unnecessarily inconvenience the employees, and there should be a reasonable correlation between the purpose of the control and the manner in which it is conducted.

Sec. 3. The employer shall inform the employees in writing before implementing any control measures.

Sec. 4. If it becomes necessary to implement control without prior notice, the employer shall promptly inform the employees of the implementation and the reasons for it.

Contract Negotiations

§35

Negotiations for a new contract shall commence no later than 8 days after the notice of termination. They shall continue until an agreement is reached or the mediator (if appointed) declares the negotiations to be concluded.

Note:

Havnar Arbeiðarafelag attest that they wish to propose their own agreement prior to the next negotiations so that it aligns with the agreement of the Faroese Workers Union).

Workwear and Medical Certificate

§36

At workplaces where special attire is required, the employer is obliged to provide such attire. The same applies to attire (footwear and dress/attire) that the employer specifically demands to be used exclusively at the workplace. However, this obligation does not apply until the worker has been employed for 3 months.

Protocol:

The parties work towards ensuring that the public healthcare system provides potential required medical certificates for the workers.

More Flexible Contracts

§37

A committee will be established with representatives from both parties to propose work regarding advancing the time and also making the contract more flexible and up-to-date/modern.

This work shall be completed before the next negotiations.

Apprentices and Vocational Salary

§38

Sec. 1. For apprentices under L1. No. 94 of December 29, 1998, on vocational education with subsequent amendments or corresponding legislation, and who work within the scope of the collective agreement, the apprentice salary are as follows:

1st year of apprenticeship: 32% of the vocational salary
2nd year of apprenticeship: 40% of the vocational salary
3rd year of apprenticeship: 45% of the vocational salary
4th year of apprenticeship: 55% of the vocational salary

For overtime work, all years of apprenticeship are paid the basic salary + overtime pay according to § 8 of the main collective agreement.

Sec. 2. The vocational salary for those who have completed their education, according to Sec. 1, is 152.65 DKK per hour, and the monthly salary is 26,458.82 DKK. The vocational salary is adjusted for skilled workers.

Overtime pay is determined as specified in the main collective agreement but with the percentages calculated off the vocational salary.

Protocol:

Faroese Workers Union/Tórshavn Women Workers Union/Havnar Arbeiðarafelag/Klaksvík Men Workers Union/Klaksvík Women Workers Union and the Faroese Employers' Association confirm with this agreement that if a law or regulation regarding training/course activities, which is not covered by the existing apprenticeship system in L1 No. 94 of December 29, 1998, on vocational education with subsequent amendments, comes into effect, the parties shall enter into negotiations regarding contractual provisions that will determine the salary for individuals undergoing such training or courses.

This agreement comes into effect on the day it is signed and is subject to the main collective agreement.

Tórshavn, April 30, 2003.

§39

The parties to the agreement may make agreements among themselves that are limited to specific areas and specific workplaces. These agreements must be in writing.

Contract Termination
§ 40

This agreement is valid from May 1, 2022, and can be terminated by either party with a 4-month notice prior to May 1, the first being May 1, 2024.

Tórshavn, May 25, 2022.

HAVNAR ARBEIÐARAFELAG

Hans Joensen, chairperson
Heri Reynheim, deputy chairperson
Martin Wennerström
Heri Reynheim
Kári Johansen

**FAROESE EMPLOYERS'
ASSOCIATION**

Bogi Jacobsen, chairperson
Høgni Hansen, deputy chairperson
Kristoffur Laksá
Fróði Magnussen
Jón Sigurdsson
Jóhanna á Bergi
Jens Meinhard Rasmussen
Odd Eliassen
Árni Ellefsen

Protocol on the Inclusive Labour Market

As a starting point, the parties agree that the overall social responsibility lies with the government and the parliament. At the same time, the individual's connection to the labour market is of great importance socially and psychologically.

The parties acknowledge that in a well-functioning society, all able-bodied citizens should have the opportunity to engage in tasks and work within their skill set. Therefore, it is important that as many citizens as possible appear and stay in the labour market.

The labour market should be flexible, ensuring that as many people as possible have access to employment opportunities throughout their whole working lives.

Based on these principles, the parties agree that an active ageing policy is beneficial for both employers and employees. Employers should consider the needs of older workers by developing an ageing policy that addresses opportunities and offerings for the workforce. These policies should be based on skills, tasks, and working hours so that these align with the employees' personal and professional circumstances and the company's situation.

Furthermore, the parties agree to work towards providing opportunities for individuals with reduced abilities to enter the labour market. This can be achieved by creating tailored work conditions for these groups. Within the framework of the usual provisions in the agreement, it is possible to adapt work under special conditions.

**Salary Agreement
for fixed-salaried employees
between
Havnar Arbeiðarafelag
And
Føroya Arbeiðsgevarafelag
(Faroese Employers' Association)**

§1

The working hours are 40 hours or 50 hours per week. For working hours exceeding the normal working hours, overtime pay will apply. Overtime pay can, if desired by the employee and approved by the employer, be compensated at the same rate as the overtime rate in relation to the standard salary.

In consultation with the employees, the employer determines when the time-off should be taken and notifies them in due time, typically no later than 4 working days in advance.

The time-off is usually taken in full or half days and should be taken no later than two months after the overtime work in question has been completed.

Hours that are not taken as time-off within this period will be paid as overtime. Such time-off should not be scheduled on days that are already time-off.

§2

	Hours per Week	Regular Work	Dirty and Unpleasant Work
Workers	40	24.426	24.497
Workers	50	30.399	30.488
Forklift and Truck Drivers	40	24.710	24.820
Forklift and Car Drivers	50	30.754	30.891
Crane, Tanker (oil and petrol) and Vehicles with Trailers	40	25.300	25.404
Crane, Tanker (oil and petrol) and Vehicles with Trailers	50	31.491	31.621

On the 1st of May 2023, the salary is:

	Hours per Week	Regular Work	Dirty and Unpleasant Work
Workers	40	25.277	25.350
Workers	50	31.463	31.554
Forklift and Truck Drivers	40	25.572	25.685
Forklift and Car Drivers	50	31.831	31.972
Crane, Tanker (oil and petrol) and Vehicles with Trailers	40	26.180	26.289
Crane, Tanker (oil and petrol) and Vehicles with Trailers	50	32.592	32.728

The monthly salaries for a 40-hour- and 50-hour week will be adjusted with the same changes in the standard salary as specified in the main agreement, with a deviation of 173.33 and 216.67 hours per month. The monthly salary will be calculated in whole kroner.

The salary should be available on the employee's account no later than the last working day of the month.

§3

14-year-old youths receive 50% of the adult salary, while 15- and 16-year-olds receive 75% for regular hours and overtime. 17-year-olds receive the full adult salary.

Provisions/Establishments Regarding Sickness

§4

If an employee covered under this agreement is absent due to sickness, which entitles them to sickness benefits according to the law on sickness benefits, the employer shall not deduct the difference between the sickness benefits received and the salary the employee would have received in their employment. The employer's contribution applies for a maximum of two months.

§5

Employees working three 24-hour shift rotations will be paid as follows:

For 6 days, the wage will be equivalent to a 50-hour workweek.

For 5 days, the wage will be equivalent to a 40-hour workweek.

For fixed-salaried employees, the notice period from the employer's side is as follows:

Up to 6 months of employment:	1 month notice prior to the 1st of the month.
From 6 months to 2 years of employment:	2 months' notice prior to the 1st of the month.
More than 2 years of employment:	3 months' notice prior to the 1st of the month.
More than 5 years of employment:	4 months' notice prior to the 1st of the month.

The notice period from the employee's side is 1 month prior to the 1st of the month.
The resignation should be in writing from both parties.

§6

Where not otherwise stated in this agreement, the provisions of the main collective agreement shall apply to salaried employees, except for the rules regarding working hours and salary if not specified in this agreement.

Tórshavn, 25th of May 2022

HAVNAR ARBEIDARAFELAG

Hans Joensen, chairperson
Heri Reynheim, deputy chairperson
Martin Wennerström
Heri Reynheim
Kári Johansen

FAROESE EMPLOYERS' ASSOCIATION

Bogi Jacobsen, chairperson
Høgni Hansen, deputy chairperson
Kristoffur Laksá
Fróði Magnussen
Jón Sigurdsson
Jóhanna á Bergi
Jens Meinhard Rasmussen
Odd Eliassen
Árni Ellefsen

REPRESENTATIVES SYSTEM

1. In workplaces where 3 or more people are employed, they can select representatives for a committee for a period of 2 years at a time.

Only individuals with a firm attachment to the workplace, whether hourly or salaried, can be chosen as representatives.

2. In workplaces where 20 or more people are employed, they can additionally select a well-being representative; however, these are not subject to the provisions in point 10 and point 11.
3. Representatives must have sufficient knowledge of measures intended to promote workplace conditions and have an impact on working conditions.
4. The employer and the relevant trade union committee must have written notification of the appointed representatives and well-being representatives.
5. The representatives act as representatives and negotiators for their colleagues in front of the employer or their representatives. They must make their utmost effort to ensure that work proceeds smoothly at the workplace.

The employer and the representatives are jointly responsible for promoting good teamwork in the workplace.

The aim is that representatives are present on each shift.

6. The parties agree to work towards the best possible workplace security, health, and well-being conditions.

The aim is to create security, well-being, and development in the workplace, promote social solidarity, and stimulate the interest of employees and management in their assigned tasks. Regarding safety and health conditions, reference is made to the applicable health and safety at work act.

Both management and employees must strive to meet the requirements set for health conditions and well-being.

Health and wellbeing politics for the workspace

Employers should ensure the following:

- Work conditions are organised to minimise stress among the workgroups as much as possible.
- Measures are implemented to ensure good cooperation between management and employees and among employees.
- Bullying does not occur in the workplace.

- Any possible appeals related to health and well-being are promptly addressed and discussed between management, merit representatives, and safety delegates.
 - Adequate measures are taken to improve conditions if the above-mentioned conditions are deemed insufficient.
 - Well-being representatives have the opportunity to implement social activities during working hours without loss of salary, as long as it does not negatively impact work. These activities can also take place outside the workplace.
7. Representatives are responsible for bringing forth employee complaints and recommendations to the employer or, if the employer cannot be reached, to their representative.

Representatives also have the right to report unsafe conditions in the workplace, as per the Act of Government No. 58 of May 24, 1974.

They also have the right to address matters mentioned in point 6.

8. If the representatives, after consultations with management, cannot reach a solution acceptable to the workers, the matter shall be immediately referred to the relevant trade union.

Neither representatives nor employees can initiate a work stoppage until the union has issued instructions.

9. Representatives have the right to be granted leave to fulfil their duties as representatives. The obligations of employees shall be fulfilled in a manner that minimally affects production. Management should be promptly notified of the absence.

In cases and when management requests the presence of representatives for matters concerning employees or work-related conditions, the representatives shall receive their regular salary for the time they are absent from work.

10. The notice period for representatives is according to the applicable agreement under which they are appointed. In addition, representatives receive one month's salary.

The termination must be justified and submitted by specified necessary reasons. If the termination is due to unemployment, the same rules apply to representatives as to regular employees.

11. In case of disagreement regarding the termination of a representative, the matter shall be handled according to § 21b. If such a disagreement arises, the parties shall immediately engage in negotiations before resorting to arbitration.

If the employer upholds their termination despite a decision by the arbitral award that is unfavourable to them, the arbitration shall determine the compensation that the employer must pay to the representative.

The amount of compensation shall be determined based on the specific circumstances but cannot exceed three months' salary according to § 3 of the fixed salary agreement.

12. Representatives shall be granted unpaid leave to attend courses and other meetings related to their duties as representatives. The employer should be promptly informed of the absence.
13. Substitute personnel for representatives, who are required to be present when a representative is absent, shall operate under the same conditions and have the same obligations as the representatives.
14. If the employees agree to select a new representative, such selection can be carried out in accordance with points 1 and 4.
15. Changes to this representative system can only be made in conjunction with contractual negotiations.
16. If any doubts arise regarding this system, they shall be referred to the legal proceedings according to § 21b in the agreement between the unions.

Agreement regarding Technology

Between Faroese Workers Union,
Tórshavn Women Workers Union,
Klaksvík Women Workers Union
Havnar Arbeiðarafelag

And Faroese Employers' Association/Tórshavn Employers Association

This agreement regarding technology is made today:

§1

If new technology is to be implemented in a workplace, and this technology is expected to have a significant impact on work processes and/or the working conditions of the employees. Then the employer shall promptly, and at least 4 weeks before the technology is put into use, provide the employees with detailed information about this technology and the anticipated consequences it may have for the employees.

§2

The employer has an obligation to provide the employees with the necessary training in the use of the new technology before it is put into use.

§3

The employer shall inform the employees about the changes that may arise from the new technology if it is anticipated that employees may be affected and terminated. Such general information should be provided at least 14 days before any possible terminations can occur.

The actual termination of employees shall be carried out according to the notice periods specified in the relevant agreement.

§4

If the employer, based on Articles 1 and 3, encounters risks of disclosing information that could seriously harm their competitive position, they are not obliged to inform the employees about this technology until after its planned implementation.

This agreement comes into effect on May 1, 2005, and can be terminated along with the current main agreement.

Torshavn 3rd of May 2005

HAVNAR ARBEIÐARAFELAG

Hans Joensen
Jan Midjord
Sakaris Hansen
Jóhan Carl Dam
Kári Olsen

**FAROESE EMPLOYERS'
ASSOCIATION**

Hákun Djurhuus
Høgni Hansen
Árni Joensen
Gunnar Mohr
Joel undir Leitinum