

# **Demands of SGS to SA**

## **Collective agreement in the private labor market which expire on 31 December 2018**

The preconditions for signing a new collective agreement are that wage earners can make a living from daytime wages and that those wages meet official cost-of-living benchmarks. Raising the lowest wages shall be a priority. The new collective agreement shall apply from the time the previous agreement expires, that is from 1 January 2019, and shall be retroactive if signing takes place at a later date. The aim shall be a three-year contract period, but with clear and quantifiable precondition clauses, among others an equality factor that prevents wage increases for low and middle earners from being automatically translated into extreme raises for the top earners. Wage increases by absolute numbers, rather than proportions, shall be the general rule. The minimum wage insurance shall be abolished and the lowest wage rates shall be the lowest basic wages.

The Federation of General and Special workers in Iceland retains the right to introduce further demands in individual professions. Special provisions of each member union shall be extended.

### **Wage changes**

*Minimum wages* shall be 425,000ISK at the end of the contract period, in case no significant tax system changes are implemented such that the tax burden of the lowest and lower middle wages is relieved.

*The wage table* shall be reviewed and simplified significantly and percentage differences between categories and steps defined. The number of steps by period of employment shall be increased to have steps for one year, three years, seven years, and ten years.

*Youth wages* over 18 years of age shall be abolished and basic wages correspond to 18 years of age instead.

*Responsibility and work intensity* shall be taken into account in wages by specified percentages. This applies to, for instance, the training of new staff, increased intensity when there are staff shortages, strain due to emotional labor, and responsibility for the safety of customers, passengers and colleagues.

*Wage supplements* for work done after midnight until 8 am shall be increased.

*1 May* shall be defined as a major holiday (í stórhátíðardagur).

### **Equality precondition**

A precondition clause in the collective agreement shall, among other things, state that inequality in Icelandic society shall not increase during the contract period. Inequality shall be measured by including all taxable income, and taking into account the effects of taxes and benefits (disposable income). The aim of the clause is to ensure that wage increases to the lower earners don't escalate all the way up the wage scale. Should inequality increase, the termination of the contract shall be allowed. To minimize uncertainty in the interpretation and effect of the clause, a dependable and objective method shall be agreed upon for measuring inequality, which will be in the hands of Statistics Iceland.

### **Housing**

Clauses shall be introduced that limit the prerogatives of employers to make *housing a part of the terms of employment*. Inspections of such hiring terms shall be allowed. Rent shall not go above a specified proportion of gross pay on a monthly basis, and shall not be charged except through a notarized contract, in line with normal rent, and shall be stated in a job contract that is available for review by the union. If the living quarters are under the auspices of the employer they shall follow regulations on employee housing and unions shall have the right to inspect the conditions of the accommodation, with the consent of the employee as the case may be.

The situation of the *pension fund system* shall be discussed, in particular how its investment capacity can be utilized to build more homes for low and middle income groups. Greater permissions for using private pension plans for down payments or paying off home loans are demanded.

### **For democracy against discrimination**

*Workplace democracy* shall be introduced so that staff are brought in and involved in decisions on the future of workplaces, the closing of workstations or other decisions with momentous consequences for staff.

*Union representatives* shall have more leeway to fulfil their duties at full pay during working hours. The rights of the union to communicate with employees during working hours shall be uncontested. Special consideration and support shall be secured for representatives in smaller workplaces and those that have many workstations. Electing more representatives than laws assume shall be permitted, allowing them to share representation duties and enjoy layoff protection. That protection should also extend to others in positions of confidence at the union, such as sitting on boards, in professional groups or negotiation committees. The rights of union representatives and unions to call workplace meetings during working hours shall be expanded.

The collective agreement shall specify the employer's duty to supply *interpretation services* when applicable and that employees should not, as a rule, be made to interpret important information for each other. Unions shall have a right to coordination with employers in evaluating the need for and quality of interpretation services and its execution.

*Discrimination based on gender, age and origin* shall be addressed. Demands for gendered working dress, and discrimination against employees based on language skill, shall be prohibited. Interpretation services or translations shall be provided when applicable.

### **Equipment and health**

*Health protection* shall be strengthened by having employers provide grants for health promotions and giving staff the possibility of an annual physical examination at the nearest clinic during work hours without reduction in pay. Work related illnesses shall be acknowledged in clearer terms than they currently are.

All necessary *equipment*, such as shoes, crampons, clothes and other things required for work shall be provided.

A clarification box on work in cold spaces according to regulation 384/2005 shall be added.

### **Strengthening rights**

All *personally acquired rights* in terms of period of employment shall be retained when switching employers.

*Illness rights* shall be modified such that after one year's employment, the employee can use up to 12 days of acquired illness rights for the illness of their spouse, children and parents in each 12 month period. All illness rights shall be paid from substitute wages. The agreement shall be clarified to specify that each day of illness shall count as one day, regardless of the workday's length and whether it is shiftwork or by the hour. If an employee has to leave work after half a day, it should count as half a sick day. The same shall apply when the employee has to leave for a part of the day due to illness.

*Holiday rights* shall be increased to make the minimum summer holiday 25 days, along with two days of paid winter vacation.

The term of notice shall be changed such that two months notice are required after two years' employment.

### **Education and training**

*Skills assessment* shall be strengthened in all professions. Staff of foreign origin shall have access to Icelandic lessons during working hours without reduction in pay. Special consideration shall be given to the recognition of the education and skills of foreign workers. Employers shall ease access to courses and training for employees over 40 years of age, so the latter can maintain their position in the job market.

Employers shall pay the wages of professional drivers while they attend *refresher courses*, whether those courses are planned during daytime working hours or not.

### **Working hours**

The implementation of a *shorter working week* without reduction in pay shall take into consideration fields of work where increased productivity is hard to measure or achieve, such as in services, care, at conveyer belts and so on. The working week shall be defined from Monday to Friday and aim at achieving a 32 hour working week during the contract period.

The work quota in shift work shall be 80% of daytime laborers, and at full pay, paid proportionally by employment ratio.

If the working day ends in a different workstation from where it begins, the *transportation of the employee back to the first workstation* shall take place during working hours. The employer shall provide the transportation.

Staff shall have ready access to time reports and to clocking into and out of work, whatever the method of logging working hours. If the reports are changed, those changes have to be pointed out specifically in the report. Time reports should be stored until the legal lapse of wage demands.

### **Other demands**

A *penalty clause* shall be introduced for breaches of the collective agreement. The fine shall be a specified amount of ISK, paid into the dispute fund of the relevant union. The employer shall carry the natural and full cost of making wage claims which the union prepares for its members over unpaid wages. The union collects those costs directly from the employer as part of the claim.

The *major projects agreement* shall be reconfigured, extending it to smaller projects than it currently covers. The demands of SGS for a reworking of the agreement are reaffirmed.



Chapter 5 of the main collective agreement shall be changed to strengthen the right of unions to participate in making workplace agreements, to protect better the interests of employees in the relevant workplaces.

The *clause on transportation to and from work* and the responsibility of the employer for trips between workplaces and to and from work shall be reviewed in cases where public transport isn't available.

**Agreed at a meeting of the SGS negotiation committee 10 October 2018.**