



FÉLAGS- OG
TRYGGINGAMÁLARÁÐUNEYTIÐ

Ministry of Social Affairs and Social Security

Act Respecting Labourers' Right to Advance Notice of Termination of Employment and to Wages on Account of Absence through Illness and Accidents, No. 19/1979

Article 1

In case labourers have served continuously for a year with parties engaging in business operations within the same trade they are entitled to one month's advance notice of termination of employment, provided that notice of termination with former employers has occurred in a lawful manner.

Labourers having been engaged with the selfsame employer continuously for three years are entitled to two months' advance notice of termination.

Following upon five years of continuous engagement with the selfsame employer labourers are entitled to three months' advance notice of termination.

Labourers are considered to have worked within a trade or to have been engaged with an employer for one year if they have served a total of at the least 1550 hours during the last 12 months, thereof at the least 130 hours during the last month prior to notice of termination. In this connection absence on account of illness, accidents, vacation, strikes and lockouts of up to 8 hours per day is considered the equivalent of hours of work discharged. Surcharge and piece-work payments or other payments of that nature are, on the other hand, not considered equivalent to working hours discharged.

A wage-earner who is entitled to notice of termination in accordance with the present Article shall be in duty bound to give the same advance notice if he desires to cease serving with his employer.

Notice of termination shall be in writing and shall be based on the turn of the month.

Article 2

In case a labourer does, at the request of the employer in whose service he is, repair for work for a time with another employer that time shall be counted as working hours discharged with the former employer as it pertains to the rights referred to in Article 1.

Article 3

In case work be suspended with an employer, such as due to the fact that raw material is not available with a fish processing plant, loading and unloading work is not a hand with a shipping line agency, a firm sustains an unforeseen calamity, such as on account of fire or the loss of a vessel, the employer will not be required to pay indemnity to his wage earners although their work does not amount to 130 hours per month, provided that wage earners shall not forfeit their right to advance notice of termination while such a condition prevails.

In case a labourer has lost his employment due to the aforementioned reasons and he is offered another job which he wishes to accept he shall not be bound by the provisions of para. 5, Article 1 relating to advance notice of termination, provided that he give the employer immediate notice in case he signs on with another for the future.

Article 4

All labourers who are excused from work on account of accident at work, on direct route to or from work or due to occupational diseases caused by it shall receive payment of wages

for daytime work for up to 3 months in accordance with the tariff under which the party concerned received wages, provided that the work be with a party engaging in business operations in the trade concerned.

Article 5

All permanently engaged labourers who have been engaged in service with the selfsame employer continuously for one year shall, when they are excused from work on account of diseases or accidents, not forfeit any of their wages for one month in whatever form these may be paid.

In case such employees have been engaged with the selfsame employer continuously for three years they shall, in addition to that which is stated in para. 1, retain their daytime wages for one month, but two months after five years of continuous engagement with the selfsame employer.

In addition to the rights enjoyed by permanently engaged labourers in accordance with para. 1 and 2 they shall, when their absence is caused by an accident at work or an occupational disease, retain their daytime wages for up to three months as stated in Article 4.

Article 6

During the first year of service with the selfsame employer labourers shall not forfeit any of their wages, in whatever form these may be paid, for two days in respect of each month of service in cases of illness and accidents, in addition to the right to daytime wages in accordance with Article 4.

Article 7

Employers shall pay 1% of paid out wages to labourers to the sickness fund of the Trade Union concerned, unless higher payments have been negotiated in wages and terms agreements.

Article 8

In case a wage-earner wish to utilize his right in accordance with Article 1 and 4 he shall, if an employer so desires, hand him a physician's certificate relating to the illness or accident showing that he has been unable to work owing to the illness or the accident.

Article 9

The provisions of the present Act do not alter agreements between the unions of employers and wage earners relating to employers' payment of sickness moneys to their employees, irrespective of whether these be paid to supporting funds, Trade Unions or direct to themselves.

Article 10

The provisions of an agreement between an employer and a wage-earner which are in conflict with the present Act are invalid if these reduce the wage-earner's right.

The rights which are granted by means of special Acts, agreements or which results from custom in individual trades shall be retained if these are more favorable for the wage earner than the provisions of the present Act.

Article 11

The present Act enters into force forthwith.

...

*[This translation is published for information only.
The original Icelandic text is published in the Law Gazette.
In case of a possible discrepancy, the original Icelandic text applies.]*