



Ráðningarsamningur

Contract of employment

Vinumálastofnun

Directorate of Labour

Hafnarhúsinu v/Tryggvagötu, 150 Reykjavík,
Sími: 515 4800, bréfsími: 511 2520, www.vinnumalastofnun.is

Vinsamlegast sendið ráðningarsamninginn vélritaðan eða handskrifaðan með prentstöfum
Please print or use block capitals

Atvinnurekandi / fyrirtæki / Employer / company

| | | | |
|----------------------|--------------------|--------------------|--------------------|
| Nafn / Name | | Kennitala / ID No. | |
| Lögheimili / Address | Póstnr. / Postcode | Sími / Telephone | Fax nr.: / Fax no. |

Starfsmaður / Employee

| | | |
|---|-------------------|---|
| Skírnamafn / First name | Kennitala / ID.no | Föðurnafn / Surname |
| Heimili á Íslandi / Address in Iceland | | Heimili erlendis / Permanent address abroad |
| | | Aðsetur ef annað / Temporary address abroad |
| Nánasti aðstandandi / Closest family member | | Sími / Tel. |

Starfssvið / Field of work

| |
|--|
| Starfsheiti / Stutt lýsing á starfi / Job designation / Short description of job |
| Vinnustaður / Place of work <input type="checkbox"/> Vinna á mismunandi vinnustöðum / Work done at more than one place |

Vinnutími / Full Working time

| | | | | |
|--|---|--|---|---------------------------------------|
| <input type="checkbox"/> Fullt starf 100% / position, 100% | <input type="checkbox"/> Hlutastarf / Part time % | <input type="checkbox"/> Dagvinna / Daytime work | <input type="checkbox"/> vaktavinna / shiftwork | klst. á dag/viku / hours per day/week |
| <input type="checkbox"/> Föst yfirvinna / Fixed overtime | klst. á dag/viku / hours per day/week | Annað / Other information | | |

Ráðningartími / Length of engagement

| | | | | |
|---|--|------------------------------------|-----------|--|
| <input type="checkbox"/> Ótímabundinn / Unlimited | <input type="checkbox"/> Tímabundinn / Temporary | Fyrsti starfsdagur / Starting date | til / to: | <input type="checkbox"/> Sérstakt verkefni / Special project |
|---|--|------------------------------------|-----------|--|

Laun / Wages

| | | | |
|--|--|---|--|
| <input type="checkbox"/> Skv. kjarasamningi / Acc. to collective agreement | Launafi./Launabrep / Payscale group / step | <input type="checkbox"/> Skv. samkomulagi / By agreement | Laun kr./mán./ Wage ISK/month |
| Dagvinna / Daytime work | kr/klst. / ISK/hr | <input type="checkbox"/> Aðrar greiðslur / Other payments | |
| Yfirvinna / Overtime | kr/klst. / ISK/hr | | |
| <input type="checkbox"/> Vaktaálag / Shift supplement | <input type="checkbox"/> Samkv. kjarasamningi / Acc. to collective agreement | <input type="checkbox"/> Annað / Other | % á tímanum frá/til: / % per hour from/to: |
| <input type="checkbox"/> Hlunnindi / Perquisites | | | |
| Greiðslufyrirkomulag / Method of payment <input type="checkbox"/> Mánaðarl. / Monthly <input type="checkbox"/> 1/2 mánaðarl. / Fortnightly <input type="checkbox"/> Vikulega / Weekly <input type="checkbox"/> Á reikning starfsmanns / Into bank a/c <input type="checkbox"/> Ávisun / Cheque | | | |

Uppsagnarfrestur, orlof og veikindagreiðslur / Notice period, holiday pay and sick-leave pay

| | |
|---|--|
| <input type="checkbox"/> Samkvæmt neðanskraðum kjarasamningi / Acc. to collective agreement named below | <input type="checkbox"/> Sérákvæði / Special provision |
|---|--|

Áunnin réttindi samkvæmt kjarasamningi* / Earned rights acc. to collective agreement*

| | | |
|---|-----------|--|
| <input type="checkbox"/> Miðað við fyrri ráðningu hjá fyrirtækinu / Based on previous engagement with company | ár / year | mán. / month |
| <input type="checkbox"/> Miðað við starfsgrein / Based on occupation | ár / year | mán. / month |
| | | <input type="checkbox"/> Annað / Other |

* Átt er við áunnin réttindi samkv. kjarasamningi eða samkv. reglum sem byggja á ákvæðum samningsins um Evrópska efnahagssvæðið. /
*Refers to earned rights acc. to collective agreement or according to rules based on the EEA Agreement.

Kjarasamningur / Collective agreement

| | |
|---|----------------------------|
| Um réttindi og skyldur fer að öðru leyti skv. kjarasamningi / All other rights and obligations acc. to the collective agreement | |
| Lífeyrissjóður / Pension fund | Stéttarfélag / Trade union |

| | | |
|---|-----------------------------------|---|
| Greiðir atvinnurekandi farseðil (heimflutning) starfsmanns úr landi að starfstíma loknum? / Will the employer pay for the employee's return trip upon completion of his period of employment? | <input type="checkbox"/> Nei / No | <input type="checkbox"/> Já - til hvaða lands? / Yes - to what country? |
|---|-----------------------------------|---|

Staður / Place

Dagsetning / Date

Undirskrift atvinnurekanda / Employer's signature

Undirskrift starfsmanns / Employee's signature

Instructions for filling out the Contract of Employment of a foreign employee

This form is to be used when engaging a foreign national for employment in Iceland. Under Council Directive 91/533/EEC, the employer is obliged to explain to the employee the terms of the contract or employment arrangement and the provisions of the collective agreement. Under the Foreign Nationals' Right to Work Act, it is also necessary to apply for a work permit in cases involving non-EEA citizens, and this Contract of Employment is to accompany the application.

Contracts of Employment shall contain the following minimum information:

1. The identity of the parties.
2. The employer's place of work and address. In cases where there is no fixed place of work or place where work is normally carried out, it shall be stated that the employee is engaged to work in various places.
3. The designation, position, nature or type of job for which the employee is engaged, or a short or description of the job.
4. The starting date of employment. In cases involving a foreign national who is subject to the requirement regarding an employment permit under Article 7, 10 or 12 of the Foreign Nationals' Right to Work Act, the Contract of Employment shall be made for a specific period or for a specific project.
5. Holiday entitlement.
6. The notice period for termination of the contract, by the employer and by the employee.
7. Monthly or weekly wages, e.g. with reference to a wage scale, other payments or perquisites and the payment period.
8. The length of the normal working day or working week.
9. Pension fund.
10. Reference to the applicable collective agreement and relevant trade union.

Article 110 of the Regulation No. 53/2003 on foreign nationals.

Notification requirement regarding a foreign national who comes to work in Iceland.

A person who receives a foreign national to work in his service, sends a foreign national under his auspices to Iceland to work or engages a foreign national for work in Iceland shall notify the Immigration Office before the employment begins. The notification shall include the foreign national's name, date of birth, address and nationality, the job he is employed to work at or the service he is intended to render in Iceland and how long he is expected to stay in the country.

If a foreign national comes to Iceland to work for a foreign enterprise that has undertaken to execute a project for an enterprise in Iceland, the domestic enterprise shall inform the Immigration Office of this in advance and state the name of the foreign employer. On the basis of such a notification, the Immigration Office shall ensure that the foreign enterprise is informed of its notification obligation under the first paragraph

Notification requirements under the first and second paragraph shall not apply to foreign nationals who are citizens of the Nordic countries or foreign nationals who have received residence permits in Iceland.

The consultative committee of the Directorate of Labour and the Immigration Office under Article 19 of the Foreign Nationals' Right to Work Act shall set rules governing the procedure for handling notifications received by the Immigration Office under the first and second paragraphs.

Excerpts from the Foreign Nationals' Right to Work Act, No. 97/2002

Art. 7 Temporary Work Permits.

A temporary work permit is issued to the employer in order to employ a foreign national. The conditions for granting a work permit under this Article include the following:

- a. That an employment contract has been prepared and signed covering a specific period or task and guaranteeing the employee wages and other terms of service equal to those enjoyed by local residents (cf. the Employees' Working Conditions and Compulsory Pension Rights Insurance Act).
- b. That the employer take out health insurance for the foreign employee so that he will enjoy cover to same extent as is provided for under the Social Security Act.
- c. That the employer guarantee to pay the cost of sending the employee back to his home if the employee becomes incapable of working for a long period due to illness or accident and in the event of the termination of employment for which the employee is not responsible. The country to which the employee may be sent home shall be specified in the employment contract.
- d. That a satisfactory health certificate for the employee has been submitted.

Art. 9 Icelandic Teaching and Information about Icelandic Society.

Employers and trade unions shall provide employees who hold temporary work permits with information about basic courses in Icelandic for foreign nationals, information about Icelandic society and information about other teaching on offer to foreign nationals and their families.

Art. 16 Revocation.

The Directorate of Labour may revoke a work permit if, when making the application, the foreign national or employer gave false information against his better knowledge, or concealed facts that could have had been of substantial significance as regards the issuing of the permit, or if the conditions for granting the permit no longer obtain, or if this course of action follows for other reasons from the application of the general rules of executive procedure.

Article 1 of the Employees' Working Conditions and Compulsory Pension Rights Insurance Act, No. 55/1980

Wages and other terms of service agreed by the organisations of the social partners shall be minimum terms, applying to all employees in the relevant occupation in the area covered by the agreements, irrespective of gender, nationality or period of employment. Agreements between individual employees and employers specifying poorer terms than those stated in the general collective agreements shall be void.

Special provision covering work in the fish-processing industry. (This applies only to foreign workers who have an unlimited right to enter into employment in Iceland.)

Article 3 of the Act No. 19/1979 If work for an employer is suspended, e.g. because there is no raw material available for a fish-processing plant, or because there is no loading or unloading work at a vessel service company, or because a company is affected by an unforeseeable setback, such as a fire or the loss of a ship at sea, then the employer shall not be obliged to pay compensation to his employees even if their work does not amount to 130 hours per month, and the employees shall not forfeit their right to terminate their employment while such a state of affairs prevails.

If a worker has lost his employment for the reasons stated above and he is offered another job which he wishes to accept, he shall then not be bound by the provisions of the fifth paragraph of Article 1 regarding the notice period for termination, providing he informs the employer immediately if he enters into permanent employment with another employer.