Regulation on the appointment and the role of union representatives

Updated October 22nd, 2026

English translation – Icelandic version prevails in case of discrepancy

I: General provisions

Article 1

1.1 The work of union representatives is governed by current national laws, collective agreements, and the Union's by-laws, which override the provisions of this regulation in the event of inconsistency between them.[1]

Article 2

2.1 The regulation is set by the Union Board and shall be presented to the Delegate Council and union representatives.[2]

2.2 This regulation may be amended or repealed by a protocol of the Board, and such amendments shall be presented to the Delegate Council and to union representatives.

2.3 The duration of the regulation is indefinite. However, the board shall make sure it is reviewed regularly.

II: Election and appointment of a union representative

Article 3

3.1 All paying members can stand for election to the position of union representative if the position is vacant, subject to the following conditions.

3.2 A candidate for the position of a union representative shall not hold a managerial position or have supervisory authority over other Efling members, such that they are responsible for hiring or terminating other Efling members or for issuing notices to them regarding job performance.

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[1] Provisions on union representatives are set out in Article 17 in the union by-laws of Efling. It reaffirms: a) their role as being "contacts between the leadership of the Union, the Union's employees, and the workers who work in their workplaces", b) that they shall be elected where possible, c) that terms of reference shall be issued, d) that union representatives have a duty to monitor laws and agreements and e) that the union is obliged to assist them in their work. This regulation is largely intended as a more detailed version of the provisions of the article. The article also reaffirms another legal basis that the work of union representatives is based on, namely Act no. 80/1938 and the union's collective agreements, and that the regulation is an addition thereto. It is reaffirmed that in the event of a conflict between the regulation and laws, collective agreements, or the union by-laws, then the regulation is subordinated. This could be of importance, e.g. if changes are made to collective agreements or the union by-laws.

[2] According to Act 80/1938 the union boards have the power to both appoint union representatives, as well as deprive them of their mandate (articles 9 and 12). The regulation is intended to define the limits and criteria for Efling's board to use in connection to those powers; so it is appropriate for the board itself to set the regulation. The proviso of introduction to the Delegate Council is set while keeping in mind the importance of the Delegate Council in the union by-laws of Efling.

3.3 They must also not have resigned from their job or be on a temporary employment contract that expires within two years from the expected start of the period of appointment. An exception to this can be made in workplaces where it is customary that newly hired employees are given a temporary hiring contract.

3.4 A member may not stand for election as a union representative if they are already serving as a union representative at another workplace.

Article 4

4.1 A union representative is chosen by their co-workers but is not considered to be officially exercising the position until the union has informed the employer of their appointment. The Union's office, on behalf of the board, is responsible for the appointment of the union representative and has it confirmed by issuing a letter of appointment. The chairman shall sign the letter.[3]

Article 5

5.1 The union shall seek to ascertain that the union representative has both the mandate and support of their co-workers prior to their appointment and that all union members at the workplace were given the opportunity to offer themselves as a candidate cf. Article 7.

5.2 An election shall be held if more than one member stands for election for the same position as a union representative. The person who receives the most votes shall be appointed. An election shall not be considered valid unless 5 or more Efling members vote for one and the same candidate and at least half of the members have participated in the election. However, if there are 50 or more Efling members at the workplace or work station in question, the participation of 25 members shall suffice. If an election is invalid due to an insufficient number of votes, candidates are permitted to obtain a mandate through signatures, cf. Article 6. The four-week time limit for collecting signatures is then counted from the announcement of the election results.

5.3 In the event of a tie, a new election shall be held. If the vote is still tied, an employee of the Efling office shall decide the outcome by drawing lots. Those affected by the drawing of lots have the right to be present when it takes place.

5.4 The union shall be prepared to assist in carrying out the elections, guaranteeing its legality and announcing the results.

5.5 The election may be carried out by hand-raising at a workplace meeting, by secret voting (with ballot papers) at a workplace meeting or by electronic voting.

5.6 The union or its staff do not take a stand in an election between two or more union members that run for union representative.

5.7 If a complaint is received from a member at the workplace in question alleging that the call for expressions of interest or the conduct of the election of a union representative was not carried out in a proper or appropriate manner, the union may decide to hold a new election before an appointment is made. The same applies if a credible complaint is received from

[3] The article is a simplified rewording of the following provision from the union by-laws of Efling (article 17): "The Board is authorized and obliged to appoint union representatives in all workplaces that have five union members or more, and where the union's agreements with employers apply. Union representatives shall be elected by union members who work in the workplaces in question. According to national laws on Trade Unions and Labour Disputes, the union board is authorized to appoint union representatives in workplaces if an election is not forthcoming. Union representatives shall work according to the terms of reference given to them by the Board." The terms of reference are more thoroughly addressed in article 12.

someone other than a member. If further disputes arise regarding the conduct of the election or the necessity of repeating it, the matter shall be referred to the Efling board, which shall issue a final ruling.

Article 6

6.1 If only one member is running for the position of union representative after the call for expressions of interest, the candidate shall collect signatures in support of their candidacy from at least one quarter of the Efling members at the workplace or work station in question, but never fewer than 5. However, if there are 50 or more Efling members, 13 signatures shall suffice. The signatures shall be delivered to the Efling office for confirmation no later than four weeks after the deadline for candidacies has expired.[4]

6.2 A member running for union representative who encounters obstacles from an employer attempting to prevent the collection of signatures at the workplace may apply for an exemption from the minimum number of signatures specified in Article 6.1. The union board decides on an exemption in such cases.

Article 7

7.1 Prior to the election, the collection of signatures, or other acquisition of a mandate or support for a particular member that is running for a vacant position of a union representative, it shall be ensured that a call for expressions of interest has been made in connection to the position. The call for expressions of interest shall state the deadline for nominations and where nominations are to be submitted. The union shall seek to ascertain that such a call, or its equivalent, has been made.

Article 8

8.1 The appointment of the union representative is valid for two years, unless they, for example, resign, the board revokes their appointment or the employee stops working at the workplace.[5]

Article 9

9.1 The union board may revoke the appointment of a union representative if they fail to fulfil their obligations in accordance with the provisions of law, collective agreements or this regulation, or if it is deemed evident that they have acted in a manner incompatible with the role of a union representative. Justifications, notified in writing, shall be provided and the union representative shall be granted the right to objection.[6]

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4 It is common for a union representative to be elected without contest, and thus it is not strictly necessary to hold an election; the provision does not preclude that a union representative may, in such instances, be appointed without an election. It is useful not to create an obligation for holding elections in the regulation, as provisions in the union by-laws of Efling and in the collective agreements as well are not mandatory provisions. On the other hand, the union should ensure that the person in question enjoys minimum support / mandate, but the union can use other methods than voting to do so. Signatures from one quarter of the members are considered to correspond to an election with a 50 percent turnout in which half vote for the union representative in question.

5 Reaffirmation of the provisions of the collective agreements on the term of office, which is two years if the situation does not change.

6 The article provides a permission and sets a frame for instances when it is necessary to dismiss a union representative from their post. Various laws and collective agreements of the union address the role and responsibilities of union representatives. Chapter IV in the regulation lists the responsibilities of the union representative in relation to both their role and the union. With reference to failure to comply with obligations according to provisions of law, collective agreements and the regulation (e.g. not attending an educational course for union representatives) and, where applicable, to other reprehensible conduct, the board may revoke the union representatives' appointment. Written justification is required to ensure that the board exercises this

III: The Union's obligations

Article 10

10.1 In each workplace where five or more Efling members work, the union shall help to reach the aim of having a union representative in the group, as permitted in law and collective agreements.[7]

10.2 The union shall keep a regularly updated list of appointed union representatives in the workplaces of Efling members. The list is not considered to be personal data and, in general, it is allowed to inform union members and workplace managers about whether a union representative has been appointed at the relevant workplace, their name and contact information.[8]

Article 11

11.1 The union shall ensure that a dated and signed letter of appointment is issued and delivered to the union representative and to the employer and are also kept in a secure manner by the union. The union shall ensure, when delivering the letter of appointment to an employer, that its receipt is confirmed or that the employer's awareness of the union representative's appointment is otherwise confirmed.[9]

Article 12

12.1 The union shall ensure that courses are provided for union representatives, as is permitted in collective agreements. The union provides timely information about the organization and dates of the courses and provides help communicating with the employer, if needed, to ensure the attendance of the union representative.[10] The union is allowed to inform the employer about whether a union representative attended the course or not, if the course took place during working hours.

Article 13

13.1 The union shall, within the scope of collective agreements and law, seek to provide all the support a union representative needs to be involved in protecting rights on behalf of union members, e.g. provide legal counselling and accompany them to meetings with employers or co-workers.

13.2 The union shall assist the union representative, if they wish, in making an agreement with the employer regarding the minimum time the union representative shall have to perform their duties cf. Article 18.5[11]

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power with responsibility and the right of objection is included for reasons of fairness. Also note the wording in article 12 of Act 80/1938 on Trade Unions and Labour Disputes that allows a union to revoke the mandate of a union representative: "In case a union representative, in the view of the trade union that nominated them, neglects their duties in accordance with the present Act, the board of the trade union concerned is authorized to deprive them of their mandate and nominate another person, from the group of workers at the workplace, as a union representative …"

7 The article is in accordance with the aims and policy of the union on increasing the number of union representatives and increasing the capacity of the unions' internal work.

8 The article is intended to ensure that members in a certain workplace, as well as others, e.g. employers, can easily acquire information from the union whether there is a union representative at the workplace, who they are and the duration of their appointment. This information has sometimes not been accessible. See also the web page of VR where this list has been published.

9 There have been instances where an employer has not confirmed the receipt of the announcement about the election of a union representative after they've been appointed, but in the meantime the union representative is laid off. The article is intended to prevent those circumstances by reaffirming that the union has a duty to make sure that reception is confirmed.

10 Reflects article 19. The obligation to attend the courses is mutual between the union and the representatives.

11 Refers to the following provision in Art. 13.2, which was newly incorporated into the collective agreement in

Article 14

14.1 The union shall, on request, assist the union representative in calling for and running a workplace meeting, in line with the authority vested in the collective agreement.[12]

Article 15

15.1 If the employer lets the union representative suffer in any way for holding the position of a union representative, such as threatening their employment security or impairing their conditions, the union shall fully exert itself to support and defend the union representative, using all resources allowed according to law and collective agreements.[13]

Article 16

16.1 The union shall seek to give union representatives an opportunity to hold roles of responsibility within the union, such as being members of the Delegate Council, Board of the Fund and participating in congresses of associations where the union is represented.[14]

IV: Responsibilities of a union representative

Article 17

17.1 A union representative is chosen by their co-workers and appointed by their union to represent them. They enjoy special protection of the law, beyond their co-workers, against dismissals and they have a special right to devote time to their work and to participate in necessary training. A union representative thus has a special status in both their workplace and within the union.

17.2 A union representative must carefully study their role according to national law, collective agreements, the union by-laws, and this regulation, and perform that role to the best of their knowledge and ability. They must act in such a way that they will gain trust and respect from others and are honorable representatives of both the union and their co-workers.[15]

Article 18

18.1 The union representative has an obligation to assist their co-workers in finding solutions to their rights issues in relation to their employer and shall, for that purpose, seek necessary knowledge and training.[16]

18.2 The union representative is obliged to assist the union in getting information across to their co-workers regarding working rights, social matters, and other appropriate issues.

2024: "If the union representative's work is such that they are unable to carry out their union representative duties during regular working hours, an agreement shall, at the request of the union representative, be made between the union representative and the employer on the minimum period of time that the union representative can have at their disposal to carry out this work. The agreement shall take into account the number of employees represented by the union representative, the general scope of union representative work, the distribution of operating units, shift plan and other appropriate points."

12 A reminder for union representatives about the possibility of getting help from the union to hold workplace meetings, which can be complicated at times due to the reluctance of an employer. Reflects article 19.

13 Places the responsibility on the union to defend the union representative against attacks on their employment security.

14 Reaffirms the special role of union representatives as being active members of the union, in line with the unions' policy to engage the union representatives more and better. The Selection Committee takes this article into account.

15 The provision is intended as a reminder for the person in question that the role is challenging and comes with a lot of responsibility.

16 This is reaffirmed in Article 10 of Act 80/1938.

They shall also assist the union in protecting the shared interests of the members of Efling union as best as they can.

18.3 The union representative is obliged to respond to communication and messages from the union and thus confirm that they are active in their role. For that purpose, the union representative themselves shall guarantee that their contact information kept in the union's records is correct. If the union representative for some reason becomes inactive in their role, they must notify the union and their co-workers without delay.

18.4 The union representative is obliged to report to the union about their workplace and provide other information, as requested.[17]

18.5 The union representative shall, as necessary, spend time on the aforementioned tasks, within the scope allowed in collective agreements.[18]

18.6 In cases where there is more than one Efling union representative in the same workplace or work station, they shall cooperate and fulfil their duties jointly.

Article 19

19.1 During their period of appointment, the union representative has a duty to attend a union representatives course held by the union, given that the number of hours for each course do not exceed the amount permitted in collective agreements as regards paid course attendance. The union representative shall react in a timely manner to the union's advertisements about the courses and confirm their attendance or inform about their inability to attend, as appropriate.

19.2 In exceptional circumstances, the union can take responsibility for unpaid wages due to attending a course, if necessary.[19]

Article 20

20.1 If a union representative is appointed to a negotiations committee or to the Delegate Council as an alternate, they must take a seat there.[20]

Article 21

21.1 The union representative shall, on request, assist the union in calling for and running a workplace meeting, in line with the authority vested in the collective agreement.[21]

Article 22

22.1 Before the end of their period of appointment, the union representative shall call for a

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17 See paragraph 2. in article 10 of Act 80/1938.

18 The article reaffirms and lists the main roles of a union representative according to the Act on Trade Unions and Labour Disputes and the by-laws of Efling. It also reaffirms the union representative's duty to devote the time needed to these tasks, as they have quite a broad permission to do so while receiving pay according to the collective agreement between Efling and the Confederation of Icelandic Employers (SA). As in article 13.2: "Union representatives at workplaces shall, in consultation with their superiors, be permitted to spend time on work that may be entrusted to them by the workers at the workplace and/or by the relevant trade union in their capacity as union representatives, without reduction of their wages."

19 Establishes the obligation for a union representative to attend a union representative course, given that the time spent on it does not exceed the permission in the collective agreement (2 weeks on the first year, 1 week per year after that). Reflects article 11. In conjunction with other the provisions of the regulation, an appointment of a union representative may be revoked if they do not attend the course.

20 Refers i.a. to article 15 in the by-laws of Efling, where the board is authorised to appoint alternates to the Delegate Council when the ordinary members are unable to attend, and a similar provision regarding the negotiations committee in article 18.

21 Reaffirms the union representative's duty to assist calling for a workplace meeting if the union deems it necessary, but according to article 13.5 in the collective agreement, it's the union representative that has the right, in relation to the employer, to call for a workplace meeting.

union representative and carry out an election.

Article 23

23.1 If a union representative becomes unable to perform the duties of the position, for example due to illness or study leave, or no longer wishes to serve as a union representative, they must notify the union without delay. If a union representative is absent from work for two months or longer, it is permitted to call for candidates to fill the position in their place.

23.2 The union representative must also inform their workplace if they give up their position as a union representative during their period of appointment, while continuing to work at the workplace.[22]

Modification history:

- *Adopted at the board meeting of Efling on March 9, 2023 with the proviso of introduction to union representatives at a course on March 15 and to the Delegate Council on March 23.*
- *The updated version was approved at the Efling board meeting on April 18, 2024 subject to being presented to union representatives and to the Delegate Council.*
- *Presented at a Delegate Council meeting on May 2, 2024.*
- *Updated version with changes incorporating proposals by Delegate Council approved at the board meeting of Efling on May 16 2024.*
- *Presented to union representatives at courses on May 22 and 23 2024.*
- *Updated version approved at the board meeting on January 22, 2026, subject to presentation to union representatives and in the delegate council.*
- Presented at the delegate council meeting on February 12, 2026.
- Presented to union representatives by email on March 10, 2026.
- *Updated version approved at the board meeting on October 22, 2026, subject to presentation to union representatives and in the delegate council.*
- Presented at the delegate council meeting on November 5, 2026.
- Presented to union representatives by email on November 9, 2026.

[22] The provision is intended to ensure that the union receives information when and if the union representative quits, whatever the reasons may be. Also establishes the obligation for the union representative to inform, at their own initiative in their workplace, about quitting.