

Layoffs

Questions and answers about just cause for layoffs, quarantine and notices

15 March 2020 **THE COVID-19 CRISIS** Last update: 21 March 2020

Where do I find provisions on unemployment benefits during layoff?

- In the National Insurance Act (Ch. 4 - Section 4-7 on laid off workers)
- In the Regulations on Unemployment Benefits Ch. 6
(Information in English: <https://www.norden.org/en/info-norden/unemployment-benefits-norway>)
- In the provisional regulations of exceptions to the National Insurance Act and the Working Environment Act in connection with the Covid-19 pandemic Ch. 2.
No English translation. Text in Norwegian here: <https://lovdata.no/dokument/SF/forskrift/2020-03-20-368>

For how long must employers pay wages to laid off workers?

Employers must pay full wages during the period of notice. When the period of notices expires, the employer-financed period of unemployment benefits starts. As of 20 March, this period has been reduced from 15 to 2 days. Employers who on 20 March already had paid two or more working days, have fulfilled their duty to pay wages. It is important to distinguish between wages payable for the period from the notice is given to the layoff is in force, and wages that accrue after the layoff is in force. The 2-days employer-financed period is not the same as the period after notice is given (this period is, as a general rule, 14 days, but can under certain circumstances be reduced to only 2 days - see questions and answers further down on this page).

What happens when the employer-financed period expires?

The State assumes the responsibility for payments as of 20 March. Laid off workers are guaranteed 100 percent of their wages up to 6G from day 3 up to and including day 20. Even though the changes enter into force on 20 March, the Government has warned that more detailed provisions will not formally be in place until next week. They have also stated that workers will be paid the balance retroactively when the technical solutions are in place and NAV has processed their application. Laid off workers who still receive their wages from the employer transfer to the new scheme on 20 March. What is still not clear yet is how laid off students will be considered. As the State assumes the responsibility for the employer-financed period, we can only hope that also students will benefit from this arrangement up to and including day 20. But if laid off workers are required to meet the normal conditions for unemployment benefits, most students will fall outside of the scheme.

What is the basis of calculation of unemployment benefits for laid off workers?

Unemployment benefits for laid off workers amount at 20 March 2020 to 80 percent of the basis of calculation of unemployment benefits up to 3G, and 62.4 percent of the part of the basis of calculation between 3G and 6G. This also applies to workers dismissed as of 20 March.

Are all laid off workers entitled to unemployment benefits?

No. Working hours must be reduced to a certain level for laid off workers to be entitled to benefits. Until 20 March 2020, the threshold was a 50 % reduction but as of 20 March 2020 this threshold has been lowered to 40 %. Here is an example of how it works: A full-time employee who is laid off two days a week will be entitled to unemployment benefits. The Government hopes that facilitating increased use of "rotating layoffs" will lighten the financial burden on the individual worker. Section 4-3 of the National Insurance Act regulates the normal working hours and defines it as the working hours that the person in question had before becoming unemployed and his working hours were reduced.

Is there currently a delay in the disbursement of unemployment benefits for laid off workers?

The rule of three days waiting time before unemployment benefits are paid out was repealed as of 20 March. This means that laid off workers do not have to wait for three days before they get their money. The amendment also applies to workers who are dismissed and must apply for their unemployment benefit.

Has the benefit level also changed also for workers who were on the unemployment benefit before the new rules were adopted?

There has been no proposal to make this change retroactive and apply it to workers who were already on unemployment benefits for reasons other than being laid off or dismissed at an earlier date. In the press release of 20 March 2020, the Government writes that "unemployment benefits for laid off workers and those who become unemployed for ordinary reasons, are adjusted upwards".

Has the income threshold for the right to unemployment benefits been adjusted?

The minimum income required to be entitled to unemployment benefits is as of 20 March lowered to 0.75 G for earned income over the past 12 months or 2,25 G for earned income over the past 36 months. This applies to both laid off and unemployed workers.

How long can I be on unemployment benefits as a temporarily laid off worker?

Laid off workers may receive unemployment for up to 26 weeks over an 18-month period if they are fully or partially laid off by one and the same employer. The Ministry may extend this period by amending the regulations appurtenant to the National Insurance Act. Section 4-7 of this Act established unemployment benefits to laid off workers. The Unemployment Benefit Regulations (dagpengeforskriften) (FOR-1988-09-16-890), Ch. 6 establishes rules in respect of laid off workers.

Will the amendments to the Unemployment Benefit Regulations impact on already implemented layoffs?

Yes. Firstly, employers who have paid out wages pursuant to the Mandatory Wages Act (permitteringslønnsloven) for a minimum of two days, are exempted from the remaining employer-financed period. Secondly, the basis of calculation of unemployment benefits will be adjusted upwards effective 20 March, including workers who had already been laid off.

Can I get laid off because of circumstances linked to the Covid-19 virus?

It is important that the just cause be a circumstance attributable to the employer and not to the worker. The existence of the corona virus does not in and of itself justify layoffs. Beware of possible abuse!

Quarantine, for example, is not a just cause for laying off a worker.

*The only just cause for laying off workers are **problems with finding work for employees**, i.e. that the company for a limited period is unable to provide work to their staff in a reasonable manner. It must be a temporary situation.*

The Covid-19 virus can, as an example, cause delays in supplies from a vendor in China or Italy or any other place, or a drop in demand. These are circumstances that may warrant layoffs because there will be no work that the employees can perform.

If the virus leads to problems in production because of delays in input materials from other companies, that would be a just cause for layoffs. This is precisely the kind of circumstance that the Basic Agreement is meant to regulate.

What if there no longer are job tasks for me but my employer (a not-for-profit organisation) still receives the same public grant, so that it doesn't matter to my employer's solvency if I'm laid off?

If the employer is unable to assign job-tasks to you, that might be a just cause for layoff, even though the not-for-profit organisation still receives public grants. The grant money is usually not earmarked for specific jobs or positions but granted to the organisation as such. The requirement that needs to be fulfilled for layoffs to be within the law is that the employer must be in a situation in which "the person cannot be assigned job-tasks in a manner that is financially justifiable to the company".

Under these circumstances we would argue that it is highly unlikely that the period of notice is reduced to two days. The condition of unforeseen events must still be met and the 2 days-deadline cannot be invoked on the grounds that there are no job-tasks.

Will self-quarantine entitle the employer to lay me off?

Some companies with offices in Norway that have employees who have been in Covid-19 virus-affected areas, for example China or Iran, have decided that these employees self-quarantine for 14 days. In our view, it is evident that fear of contagion is no just cause for layoff pursuant to the rules of the Basic Agreement. Fear of contagion does not, in and of itself, trigger any difficulties in assigning staff to reasonable job-tasks. The Basic Agreement has rules on laying off workers with two days' notice in situations of force majeure, but these rules are not applicable to workers in self-quarantine to protect other workers against the danger of infection.

NAV has, in an earlier version of a circular made it clear that the fear of contagion and quarantine may constitute grounds for sick leave, i.e. employees will receive sick pay pursuant to the ordinary sick pay rules. A medical doctor must take the decision of whether a person is to be sent home on sick leave because of quarantine.

We now see that NAV has clarified their view even more. It follows from the circular that healthy persons who have not been ordered to self-quarantine by the health authorities are not entitled to sick pay; nevertheless, they call on workers and workers and employers to find good solutions together in this demanding situation.

The same applies to patients in the risk groups who are at risk of being infected. We believe that it is possible that this group, based on a medical assessment, may be reported sick or ordered to self-quarantine.

It is highly likely that NAV's clarification will put a stop to further discussions on companies' right to lay off workers because fear of contagion and quarantine. There

is therefore no reason to enter into local agreements on layoffs that may lead to workers having to carry the financial burden a temporary suspension entails if the layoff lasts beyond the employer-financed period på 15 working days.

The employers' confederation NHO writes as follows on self-quarantine and layoffs:

"If key staff of more than one employee is quarantined/are out sick, this may result in other employees not being able to carry out job tasks in a financially viable manner.

In such cases, there might be grounds to lay off some of or the entire workforce. The company must consider whether it is possible to maintain financially reasonable operations by temporarily redeploying staff."

How short can my notice of layoff then be?

Employers are obligated to notify of impending layoffs. The general rule is 14 days. In layoffs caused by unforeseen events the notice period may be reduced to 2 days, cf. 7-3 (2) of the Basic Agreement Section, reference is also made to Section 15-3 (10) of the Working Environment Act (AML). The notice period is, in principle, to be agreed between employers and workers.

The Basic Agreement in English: <https://www.lo.no/language/english/basic-agreement-lo---nho/>

The Working Environment Act in English: <https://lovdata.no/dokument/NLE/lov/2005-06-17-62>

Layoffs due to the Covid-19 virus may be expected or unforeseen. The circumstances that dictate the duration of the notice should be clearly stated in the written notice of layoff. NAV will normally not re-examine a shorter notice period if the circumstances are covered by the provisions in the Working Environment Act on accidents, natural disasters or other unforeseen events.

Is there any agreement that the period of notice pursuant to the Basic Agreement is 2 days in the current circumstances?

No, there is no agreement. The following ensues from Clauses 7-3 (2) 1 and 2 of the Basic Agreement:

1. Layoffs require 14 days' notice.
2. In the case of layoffs caused by unforeseen events as mentioned in AML Section 15-3 (10), the notice period is 2 days, in the case of fire, 14 days.

In order to identify unforeseen events, we have to look to AML Section 15-3 (10) which reads: If operations must wholly or partly be suspended owing to accidents, natural disasters or other unforeseeable events ...

In other words, it must be a case of unforeseen events such as accidents or natural disasters. The Covid-19 virus has been around for many weeks now and does thus not fall in under any of these definitions. In contrast, an example of an unforeseen event could be that the Government, with no prior notice and taking effect immediately, bans a certain type of activity or business. But even so, the other conditions also need to be met.

What scope of action do we as trade union members or stewards have if employers impose a 2-days' period of notice and we believe that they are wrong?

We must obey the employer's decision. As workers, we have what is called the duty of resignation, which means that, even if we disagree, we have to obey. Workers must address the matter later, either through their elected officials, which requires negotiations pursuant to Clause 2-3 of the Basic agreement, or by filing an individual wage claim.

Can a company lay off all of their workers or must the shop steward(s) and/or the safety representative remain? Could they instead be partially laid off?

In principle, everybody may be laid off. The special protection against dismissal afforded stewards pursuant to Clauses 5-11 and 7-1 of the Basic Agreement normally applies when there still are employees in the company who have not been laid off.

Can a company give a 21 days' layoff notice instead of 14 days?

Pursuant to the Basic Agreement the notice period is 14 days, alternatively 2 days in case of unforeseen events. The Act does not authorise local agreements of 21 days.

For how long can a company lay me off?

The following follows from Clause **Section 7-1 Conditions for Layoffs** of the NHO-LO Basic Agreement:

1. Layoffs are permitted when valid reasons make this necessary for the enterprise.
2. Layoffs pursuant to subsection 1 above may not take place for more than 6 months, unless the parties agree that the valid reason still exists.

Please also consult nav.no or <https://www.nav.no/en/home/benefits-and-services/relatert-information/benefits-during-unemployment-in-eea-member-states/questions-and-answers> and <https://www.nav.no/arbeid/dagpenger/permittert?lang=en> to find out for how long you are entitled to unemployment benefits when laid off. You may be entitled to unemployment benefits if you are laid off for up to 26 weeks over a period of 18 months. Layoff periods apply to each individual employer and start running as of the first business day after the employer-financed period has expired.

In the fish processing and fish oil companies, the maximum period during which you are entitled to unemployment benefits is 52 weeks over a period of 18 months.

Can a company decree a conditional layoff, i.e. layoff on the condition that a number of employees have to self-quarantine?

The Covid-19 virus does not constitute grounds for conditional layoffs (conditioned on a particular contingency). Conditional layoffs may only be imposed in cases of strike/labour dispute in the company in which workers are laid off. This is the only circumstance provided for in the Basic Agreement that warrants the use of a conditional layoff notice period, cf. Clause 7-5 of the Basic Agreement.

What about the fishing industry?

In fish processing, employers are exempted from the employer-financed period during layoffs, cf. Section 1 (3) of the Mandatory Salary Act. These companies are not subject to the mandatory wage period /employer-financed period during layoffs and there are also special rules on notices of layoff caused by lack of raw material etc., and this industry is governed by separate appurtenant regulations.

What should the notice of layoff say?

NAV writes:

Notice to the employees and employer-financed period ved layoffs

Employees shall normally receive notice of layoffs no later than 14 days prior to the first day of layoff. In cases of unforeseen events, the regular notice period is two days.

- The notice shall be dated, indicate the notice period, the cause of the layoff, the percentage of working time reduction, the duration of the layoff and the statutory employer-financed period.
- Employers are responsible for minuting negotiations and meetings with employees or ensuring other, equally valid documentation. The minutes shall state any measures taken by employers to avoid the layoff and establish that the employer has done what can reasonably be expected of him.
- The provisions in the Basic Agreement shall be used as a template for how layoff-related matters are to be considered in enterprises that are not covered by the Basic Agreement and do not have trade union representation.

In their circular on unemployment benefits during layoffs, NAV has additional information on the requirements employers have to meet in case of layoffs. Agreement between the social partners on the following issues are deemed important:

1. Whether the layoff has a just cause as defined in the Basic Agreement.
2. Whether the layoff is caused by lack of orders or other circumstances outside of the employer's control.
3. Whether the employer has carried out measures as can reasonably be expected to avoid the layoff.

It is imperative that all of the above, and whether there is agreement between the parties, be documented in the minutes.

If I have been 20 % laid off from a job and the employers wants to increase the percentage, what rules apply?

In that case, the employer has to give you a new notice.

If I am laid off and find another job that pays less, what will happen to my unemployment benefit?

Your earned income will be deducted from the unemployment benefit you receive from NAV. If you are offered a job that competes with the job that you are laid off from, you may, in principle, not accept, unless your employer authorises you to do so.

When someone is dismissed or has resigned before the «corona crisis» and the company lays people off, can these workers also be laid off?

If the employer believes that there was just cause for permanently terminating the employment relationship because of circumstances in the company and decides to dismiss the worker, he will have to respect the ordinary period of notice. There is also some support for this view in the judgment referenced in Rt-1984-400.

The answer is not as self-evident when the worker has resigned from his job. One could argue that the worker would benefit from handing in his notice himself instead of getting laid off. At the same time, the notice period for layoffs and dismissals enjoy a very strong protection pursuant to employment contracts, agreements between the social partners and the Working Environment Act. A layoff is a temporary suspension of the employment contract and does not fit that easily into a situation in which said contract is terminated by either party.

But there is unfortunately some uncertainty here and the consideration of just cause was also discussed in the aforementioned judgment. In that case, the dismissal was disputed, and the worker made use of his right to retain his job until a final decision is reached. The Supreme Court stated that there were no legal grounds for laying off the worker. The case was, however, about what appeared to be employer's attempt at

circumventing the law so it is not implausible that the court may decide otherwise under the current circumstances and if it is clear that there is no attempt at circumventing the law, but new circumstances arising in the notice period.

I am on sick leave. Can I still be laid off? And what happens next? Sick pay or employer-financed unemployment wages and then unemployment benefits afterwards? And what if I am taken off the sick list in the notice period or during the employer-financed period?

Yes, people out on sick leave may also be laid off. You will receive your sick pay for as long as you are reported sick. Otherwise,

- If you are taken off the list in the notice period (14 or 2 days), you will receive your wages from your employer (employer-financed period).
- If you are taken off the sick list during the 2-days employer-financed period, you will receive your wages from your employer (as soon as this provision is adopted by the Government, see top of this document).
- If you are taken off the sick list after the 2-days employer-financed period expires, the State pays your wages for 18 days (or whatever remains of the 20 - day period), up to a ceiling of 6 G.
- If you are taken off the sick later than any of the above, you will receive your unemployment benefit.

What happens to laid off workers who had planned to take out their contractual early retirement (AFP) in the period that they are now laid off?

The joint AFP scheme has a homepage that states:

If you are laid off within the framework of the Mandatory Wages Act, you will accumulate length of service, provided you would have accumulated length of service had you not been laid off. This applies if you are laid off at the date you should have retired, or you are laid off during the three last years before you take retirement, or

you are laid off anytime during the last nine years before you turn 62. You are considered an employed and bona fide worker during layoff and you are thus entitled to apply for and take out your AFP.

What happens to layoff pay during Easter?

There are several possibilities for derogation. One of the derogation grounds is when the layoff is due to a cyclical lack of work, a financial crisis and the like, unless there are indications that the company is exploiting the bank holidays to lay off people only to re-activate them after Easter. In our view, is it evident that Covid-19 crisis falls in under the concept of "financial crisis and the like" But NAV takes that decision and employers have to apply for a derogation.

NAV writes: NAV may also grant derogations in other cases, provided the layoff is not connected to a bank holiday. In other words, that the cause of the layoff could have occurred at any point in time and that it is a mere coincidence that it happened in connection with Christmas or Easter. NAV will attach importance to how long the layoff lasts, for example whether the duration is close to the six-weeks' limit. We assume that NAV in the current situation will, as a general rule, accept that is coincidental that the layoff came just before Easter.

What rules apply to EEA citizens?

To maintain their right to unemployment benefits during layoffs in Norway, the entitled worker must stay in Norway and not return to his/her home country before he/she reports unemployed or applies for unemployment benefits from Norway. Short trips home before the application is filed may be allowed but the benefit applicant should clear this with NAV before exiting Norway. If the worker travels to his country of permanent residence, he/she may risk the choice of law being changed and that he/she must apply for unemployment benefits in their home country and that the home country's rules apply.

EEA citizens who return home at least once a week are considered cross-border commuters pursuant to the EU Social Security Regulation. This group may apply to Norway for unemployment benefits and may stay in their country of residence during their full or partial layoff. Nevertheless, we advise you to consult with NAV before you exit Norway.

What if I am abroad at the date of commencement of the layoff and am unable to return because of closed borders or am ordered to self-quarantine?

If you are in another EEA country when the layoff commences and, in addition, you are quarantined, you may apply for unemployment benefits via NAV's website. In case of technical or other snags, make sure you also send in your application by post or e-mail in order to ensure its registration. Any supplementary information or corrections can be handled later.

What about on-call employees?

On-call employees may also be entitled to unemployment benefits. Their entitlement needs to be considered on a par with everyone else that is unemployed. Among factors to be considered are how much the person has earned. If the on-call employee is scheduled for shifts or duty, he/she will be entitled to wages for the scheduled days if he/she is not laid off.

If you are laid off, can you be summoned to work if people not laid off call in sick?

When the layoff is indefinite, the worker is, in principle, under the obligation to return to work within one or two days should the employer call on him. The following is stated in Basic Agreement LO-NHO on interruption to the layoff period:

If a layoff period is interrupted and the workers are readmitted to work for more than 4 weeks, any new layoff period shall be considered a new layoff in respect of conditions, negotiations, notices and the like. This does not apply to re-admissions in which the worker temporarily replaces another worker who is absent for legally valid reasons. In these cases, however, the worker shall be given notice as early as possible and no later than three days before the expiry of the working period.

What happens to my pension scheme when I am laid off?

Unfortunately, it is not uncommon to lose pension schemes. Everybody should check the rules for their scheme. For mandatory occupational pension schemes, the law says that scheme rules may authorise workers who are laid off due to partial suspension of operations and the like, to remain affiliated to the scheme.

There are many higher education students who hold part-time jobs, some even hold full-time jobs. What rights do they have? Is it correct that these students are not entitled to unemployment benefits?

Higher education students who are laid off are entitled to wages paid by their employer in the notice period and the employer-financed period, but thereafter they have no rights, unless new rules are decreed. We can only hope that temporary, new schemes will be instituted so that these students that are also part-time workers are treated on a par with other workers who are laid off. There is an ongoing dialogue with the Norwegian State Educational Loan Fund, and on 20 March 2020 the Government published information on the first part of the package for higher education students. Higher education students may now apply for loans and grants for the Spring semester 2020 until 15 April. Thus, higher education students who have relied on income from work, will now be entitled to receiving their education grants for January, February and March, and in addition be ensured a revenue in April, May and June, says the Minister for Higher Education, Henrik Asheim (Conservative).

Can someone on maternity leave be laid off? And what will then happen to the maternity benefit?

Yes, you may be laid off. But you can retain the period of full maternity benefit granted prior to the commencement of the layoff. You may also retain any postponement granted prior to the layoff. You may retain the graded parental benefit even if you are laid off. Be aware, though, that unemployment benefits are not paid out in addition to the parental benefit if you receive more than 50 percent of the parental benefit.

I have two part-time jobs and am only laid off from one. Am I entitled to unemployment benefits?

Yes, you are entitled so long as you satisfy the access criteria, i.e. the minimum income requirement and your working hours have been cut by at least 40 %. If you work, for example, 50 % in each of these jobs and are laid off in one of them, you are entitled to unemployment benefits. If you are 20 % laid off in each of your jobs, you are also entitled to unemployment benefits.

I am laid off from my job. Can I work for another employer while I am laid off?

Yes, you may, provided your new job is not competing with your first employer (your employment relationship is intact even though you are laid off), but you can of course always ask your employer if it is ok by him. Be aware that you are obligated to return to the job you are laid off from when the layoff is called off. This may also happen before the announced layoff period is over if the reason for the layoff no longer applies. In that case, you must go back to work at short notice, and you should inform any new employers thereof.

Sick pay

Questions and answers on when you are entitled to sick pay and questions on quarantine.

15 March 2020 **COVID-19 CRISIS** Last update: 21 March 2020

Is the employer-financed period now reduced to 3 days for Covid-19 related sick leaves?

The Stortinget asked the Government on March 16, 2020 to temporarily reduce the employer-financed period for sick pay related to the pandemic to 3 days.

In a press release of 20 March 2020, the Government writes that new rules are in the making. These rules will also apply to freelancers and self-employed persons. Consequently, NAV pays out sick pay from day 4 to these groups of workers, against the previous practice of day 17. The rules apply as of Monday 16 March the release says. The Government is working on a reimbursement scheme that will be in place as soon as possible. The regulations have not yet been amended.

When am I entitled to sick pay when I self-quarantine because of the Covid-19 virus?

In all circumstances in which a medical doctor considers that you must be kept in isolation because you may be infected with the Covid-19 virus or because you are infected, NAV may accept a medical certificate issued without a physical exam. This also covers situations in which you are quarantined because someone in your household is sick with the virus. In that case, writes NAV, you need a certificate issued by a medical doctor.

Can I use a self-certificate on quarantining because of the Covid-19 virus?

The Government writes as follow in their March 20 press release: NAV currently requires a medical certificate for accepting a sick note. As the National Insurance /NAV now start paying for Covid-19 related sickness absences from day 4, the ordinary rules would bar the use of self-certificates. Accordingly, NAV today (20 March) has been authorised to set the medical certificate requirement aside.

An important message to employers is, therefore, that the reduced employer-financed period does not restrict the statutory right to use to self-certificates.

– In practice, this means that employers may accept self-certificates for the entire statutory employer-financed period of 16 days and rest assured NAV will not later refuse to reimburse the sick pay just because the worker used a self-certificate instead of a medical certificate, said the Minister.

This amendment was not yet included in the Regulation as of 21 March 2020.

When am I not entitled to sick pay because of the Covid-19 virus?

- When you opt for self-quarantining without the need for the quarantine having been assessed by a medical doctor.
- When someone in your household is self-quarantined without being sick and you must stay away from work. This is so because you are not the person ordered by a doctor to self-quarantine.

Who pays the sick pay in case of self-quarantine because of the Covid-19 virus?

The ordinary rules on the employer-financed period apply also in cases where workers are on sick leave because of the Covid-19 virus.

Do I have to turn up in person at the doctor's to get a medical certificate?

Medical certificates issued without a physical examination are accepted in cases where you are assumed to be infected with the Covid-19 virus. The person issuing the certificated must decide how to examine the patient based on a professional consideration. See also questions and answers above on the admissibility of self-certificates.

What if I meet the requirements for a sick note but my Covid-19 infection was registered outside of Norway and I am currently not in the country?

You may be entitled to sick pay. You must contact your family doctor for documentation and, if applicable, get a medical certificate. You may receive your sick pay in EU/EEA Member States, but if you fall sick or are quarantined outside of the EU/EEA, you need to apply to keep your sick pay entitlement during your stay abroad.

NAV writes as follows: You may have your sick pay period extended abroad if the Covid-19 virus is the reason for your being unable to return to Norway. This also applies to stays in countries outside of the EEA.

If I am afraid of being infected and dare not go to work, can I then get a sick note?

NAV has, in an earlier version of their circular made it clear that fear of contagion and quarantine may constitute valid grounds for sick leaves, entitling the worker in question to sick pay pursuant to the normal rules. A medical doctor must take the decision on whether the person should be granted sick leave because of quarantine. **We observe that NAV now have been more explicit in their view. It follows from the circular that healthy persons who are not ordered to quarantine by the health authorities have no right to sick pay; they nevertheless call on workers and employers to jointly find satisfactory solutions in these demanding times.**

The same applies to workers in risk groups. We believe that it is possible that these workers, based on a medical assessment, may be ordered to quarantine or take sick leave.

Can I get laid off while I am out sick? And if yes, am I then entitled to sick pay?

Yes, people on sick leave can also be laid off. You will be entitled to sick pay so long as you are on sick leave (not payable by the employer when the layoff takes effect, even when the employer-financed period has not expired – but you are entitled to full sick pay from the National Insurance). When you are taken off the sick list, you will either receive:

- Wages from your employer, if you are taken off the sick list in the notice period (14 days, or, when applicable, 2 days).
- Wages from your employer, if you are taken off the sick list in the 2-days' employer-financed period, (as soon as this provision is adopted, see top of this document).
- Wages from the State (maximum calculation basis is 6 G) if you are taken off the sick list in the 18-days' subsequent to the employer-financed period (or

the days that remain of the 20 days' period when the Act is passed in the second reading).

- Unemployment benefits if you are taken off the sick list later than any of the above.

What happens if I am reported sick while I am laid off?

You are also entitled to sick pay if you are unemployed and fall sick. You will receive the same amount in sick pays as you receive in unemployment benefits.