

# Industry agreement 2018-2020



Norsk Industri



Fellesforbundet

# **INDUSTRY AGREEMENT 2018 – 2020**

## **Agreement**

between

**The Confederation of Norwegian Enterprise (NHO)  
and**

**The Federation of Norwegian Industries  
(Norsk Industri)  
of the one part**

and

**The Norwegian Confederation of Trade Unions (LO)  
and**

**The Norwegian United Federation of Trade Unions  
(Fellesforbundet)  
of the other part**

*In effect from 1<sup>st</sup> April 2018 until 31<sup>st</sup> March 2020*



This English translation of the industry agreement 2016-18 has been made for Fellesforbundet by an officially recognised translator. The translation has been made in order to help non-Norwegian speaking people to understand its content and to help them use this agreement.

The translation is not a legally binding document. If disputes arise concerning the interpretation of this agreement, the Norwegian text (Industrioverenskomsten 2018-2020) will be the basis for understanding the text, its content and all legal proceedings.



## **PART I**

### *Basic Agreement LO – NHO*

(published as an off-print by LO and NHO)

## **PART II**

### *Industry Agreement*

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## Preface

The Industry Agreement is the front trade for Norwegian wage revisions and was negotiated in 2012 based on four previous agreements:

- Engineering Industry Agreement ("VO")
- Technology and Computer Industry Agreement ("TD")
- Nexans Agreement ("Nexans")
- Textile and Apparel Industry Agreement ("Teko")

A key object of these negotiations was to strengthen the importance of the front trade in wage revisions, by allowing the conditions for industries exposed to international competition to establish norms for Norwegian income policy. Norsk Industri and Fellesforbundet consider it to be important that the front trade represents a broad range of industries and companies, and they will facilitate an expansion of the front trade. At present the front trade encompasses the following industries:

- Engineering and technology industry
- Technology and computer industry
- Nexans
- Textile and apparel industry

The Industry Agreement consists of two parts:

- PART I Basic Agreement between LO and NHO
- PART II Industry Agreement
  - Part A Common rules and appendices
    - *Common Part*
  - Part B Special rules and appendices
    - *Engineering Industry Part*
    - *Technology and Computer Industry Part*
    - *Nexans Part*
    - *Textile and Apparel Industry Part*

The Basic Agreement exists as a separate document and is available from one of the central organisations.

Part II A is based on committee work and negotiations between the parties, and it contains both new rules and the continuation of common rules in relation to the original agreements. For instances where some of the previous agreements had significant clarifications, references to the subsequent text (Part II B) have been included.

Part II B contains rules for individual industries that have not been converted to common rules. The industries follow the four previous agreements. The parties agree on expansion of the scope of the common rules. Since the Industry Agreement is a new innovation, a decision has nevertheless been made to wait before addressing areas where there are significant differences.

In instances where no actual changes have been made in relation to the previous agreements, Fellesforbundet and Norsk Industri agree that the rules shall be interpreted based on these agreements.

## COMMON PART

### *Chapter I* *Scope*

#### **§ 1.1 Scope**

This Agreement may be made applicable to enterprises whenever so required by the Norwegian Confederation of Trade Unions (LO) and the Norwegian United Federation of Trade Unions (Fellesforbundet) of the one part and the Confederation of Norwegian Enterprise (NHO) and the Federation of Norwegian Industries (Norsk Industri) of the other part.

Further specification of what industries are encompassed by the agreement follows from Part II B Special rules.

### *Chapter II* *Scope of the agreement*

#### **§ 2.1 Parts of the Industry Agreement**

The Industry Agreement consists of two parts:

- PART I Basic Agreement between LO and NHO
- PART II Industry Agreement
  - Part A Common rules and appendices
    - *Common Part*
  - Part B Special rules and appendices
    - *Engineering Industry Part*
    - *Technology and Computer Industry Part*
    - *Nexans Part*
    - *Textile and Apparel Industry Part*

#### **§ 2.2 Scope of the Industry Agreement**

The Industry Agreement encompasses the following previous agreements:

- Engineering Industry Agreement ("VO")
- Technology and Computer Industry Agreement ("TD")
- Nexans Agreement ("Nexans")

- Textile and Apparel Industry Agreement ("Teko")

### § 2.3 **Leased manpower**

This agreement may be made applicable as a wage agreement in manpower or temporary help agencies that have employees who are hired out and perform work under the scope of this agreement, see § 1.1. See Common Appendices 8 and 8A.

### § 2.4 **Industry Agreement – industry affiliation**

All enterprises that are bound by the Industry Agreement shall be affiliated with one of the industries included in Part II B. The industry and nature of the activities are decisive for the industry under which the individual enterprise will be placed.

New enterprises that are bound by the Industry Agreement shall accordingly be placed in one of the industries listed in Part II B. If there is disagreement on the industrial affiliation, it shall be addressed in negotiations between the parties. The parties agree to apply § 3-7 to § 3-10 of the Basic Agreement for the determination/change of an industry if the parties do not reach an agreement.

Fellesforbundet and Norsk Industri shall have an overview of the enterprises' industrial affiliation.

### § 2.5 **Expansion of the front trade**

Norsk Industri and Fellesforbundet consider it to be important that the front trade represents a broad range of industries and companies, and they will facilitate an expansion of the front trade.

## *Chapter III Competence*

### § 3.1 **Competence development**

The future competitiveness of industry will be dependent in a large part on adaptation to new technology and the knowledge and competence of the employees.



To ensure that employees are able to obtain the qualifications needed for new tasks, and thereby are able to satisfy the enterprise's future requirements, the parties have agreed that:

- it is of great importance to increase interest in and opportunities for vocational training, and to arrange conditions so that enterprises that have the necessary prerequisites, to a larger extent take in apprentices.
- the need for taking in apprentices must be discussed between the enterprise and the shop stewards.
- joint work must be done to provide continuous updating and vocational training so that the training is as nearly as possible compatible with the needs of the industry at all times.
- efforts must be made to ensure that the system of passing trade examinations pursuant to § 3.5 of the Education Act – "The experience-based trade certification scheme" – is also maintained in the future.
- the Vocational Training councils must seek to provide training courses for updating the qualifications of skilled workers as necessitated by changed working requirements and conditions, new technology, etc.
- when new technology is introduced, the employees it affects shall be given the necessary training. The nature and extent of such training shall be discussed between the parties in the particular case, see Chapter V of Supplementary Agreement IV to the Basic Agreement. Training provided during the employee's ordinary working hours shall take place without loss of earnings.
- further education is the concern of the various educational establishments, the enterprises and the individual employees. The parties will seek to influence the authorities so that further education is offered, during working hours and during leisure time, depending on the local conditions.
- the enterprise and the shop stewards shall discuss general training issues with a view to improving the competence of the employees.
- that the enterprise and shop stewards discuss annually whether there is a competence gap in relation to the

enterprise's competence needs and how then the opportunity for unskilled workers to obtain a trade/craft certificate can be facilitated. The discussions shall be based on the enterprise's need for skilled workers and the individual employee's need and desire to expand his/her competence. The provision of vocational training in all enterprises that fulfil the requirements for being a training establishment should be an objective.

- that the central and local parties must make provisions so that labour immigrants who work in this country and aim to be part of the Norwegian labour market are able to strengthen their basic language skills, safety knowledge and working culture.

### § 3.2 **Competence Committee**

A Competence Committee will be established with three representatives from each of the parties. The Competence Committee shall assist the organisations with the formulation of measures for the best possible vocational, supplementary and further education.

### § 3.3 **Practical competence**

Each individual employee is entitled to have his actual competence documented.

#### Note on § 3.2

See also:

- Textile and Apparel Industry Part § 2.5

### § 3.4 **Recruitment**

Norsk Industri and Fellesforbundet have agreed that it is important to ensure recruitment to the industry. Based on this Norsk Industri and Fellesforbundet therefore recommend that the local parties assess possible measures, such as grants for learning material, grants for living expenses, and grants for travel expenses and removal costs. Norsk Industri and Fellesforbundet therefore request the local parties to assess the need for measures to increase the mobility and supply of apprentices.

**§ 3.5 New trades**

It is agreed that any new trades shall be sought placed under the Vocational Training Act as new recognised trades as soon as possible.

**§ 3.6 Proficiency test**

At enterprises where the employees perform highly qualified, specialised work that cannot be placed as a trade under the Vocational Training Act, the parties may agree that employees who have been working for 3  $\frac{3}{4}$  years and have turned 22 years of age, may undergo an in-company proficiency test that will entitle them to pay grading as a skilled worker.

The proficiency test shall be set by the parties at the enterprise and the degree of difficulty shall be comparable with the trade examinations set under the Education Act. Employees who pass the proficiency test shall be notified of this in writing.

*Note on § 3.5*

Does not apply to the Nexans and Textile and Apparel Industry Parts.

**§ 3.7 Placement of students with the enterprise**

If students from comprehensive schools, secondary schools or labour market training schemes are placed with the enterprise, the arrangements for such placement must be discussed with the shop stewards in advance.

**§ 3.8 Pay rules for apprentices****3.8.1 Main model**

The main model for professional and vocational training is two years of training at an upper secondary school (levels 1 and 2), plus two years of apprenticeship with an enterprise, with 50% training time and 50% value generating time.

Hourly rates for apprentices amount to a percentage of the hourly rate exclusive of all supplements for newly graduated skilled workers in the enterprise. This includes any bonus that is a part of the skilled workers' hourly pay.

1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	half year
School				30	40	50	80	per cent

### 3.8.2 *Other training paths*

The pay scale for apprentices in trades that have 3 years of upper secondary school plus 1 year of apprenticeship with an enterprise, is as follows:

7 <sup>th</sup>	8 <sup>th</sup>	half year
50	80	per cent

The pay scale for apprentices in trades that have 3 years of upper secondary school plus 1.5 year of apprenticeship with an enterprise, is as follows:

7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	half year
40	50	80	per cent

The pay scale for apprentices in trades in the textile and apparel industry that have 1 year of upper secondary school plus 3 years of apprenticeship with an enterprise, is as follows:

1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	half year
School (Level 1)		0	15	25	30	50	80	per cent

For apprentices that have not taken upper secondary levels 1 and 2, a local agreement shall be made concerning the proportion of the total skilled worker pay during the apprenticeship period. The enterprise shall enrol the apprentices for the obligatory school education.

### 3.8.3 *Apprentices with technical-general subjects (TAF apprentices)*

For the time an apprentice is placed with an enterprise he/she shall for the first two years be paid 30% of a newly graduated skilled worker. For the last two years he/she shall be paid for the productive component, so that in the aggregate for all four years they build up a total pay corresponding to the annual pay of a newly graduated skilled worker.

Normative table:

1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	half year
55	55	70	75	per cent

3.8.4 In cases where the apprentice fails the first trade/craft examination, and this cannot be attributed to a fault of their own, the enterprise is requested to make arrangements for continuation of the necessary practice period for completion of a new trade/craft examination. The pay will be in accordance with the last half year rate if the period is extended. Reference is made otherwise to the Education Act.

3.8.5 *Overtime rules for apprentices*  
Apprentices, TAF apprentices and trainees over 18 years of age shall be paid for overtime at least as unskilled workers at the enterprise.

### **§ 3.9 Wages and expenses for taking examinations**

Wages and expenses for taking the practical qualifying examination and for the theoretical part of the qualifying examination for apprentices shall be paid by the employer. The employer is under no obligation to pay wages more than once within the same trade.

### **§ 3.10 Employees who enter into a training contract**

Employees who enter into a training contract with the enterprise shall retain their pay. Pay for skilled workers who are employed by and have entered into a training contract with the enterprise shall be agreed upon locally.

#### *Note on all of Chapter III*

See also:

- Engineering Industry Part § 4.4 and § 4.5
- Nexans Part § 3.3
- Textile and Apparel Industry Part § 2.5

## *Chapter IV*

### *Equal opportunities and equality*

#### **§ 4.1 Equality between men and women**

*4.1.1* The parties agree that men and women shall be assessed based on the same standards and principles as required by the Gender Equality Act. Reference is also made to Common Appendix 6.

*4.1.2* The parties have agreed, both centrally and locally, to continue work to arrange suitable conditions so that men and women are given equal opportunities of taking part in the different jobs in industry.

*4.1.3* In their personnel policies, the enterprises shall, as required by the Gender Equality Act, promote the equality principle in connection with recruiting personnel, promotions and competence-qualifying supplementary and further education, and in regard to earnings as well.

#### *Entry in the minutes*

During the term of the agreement the parties at the individual enterprises shall review their local agreements as necessary for the purpose of ensuring that these agreements are in accordance with the Gender Equality Act.

*4.1.4* If so required by one of the parties, the local parties should during the term of the collective agreement discuss issues relating to equal opportunities and equal pay for the purpose of establishing an equality agreement that is suitable for the enterprise. The purpose of such an agreement is to ensure that all employees – regardless of gender – are afforded the same opportunities of work and professional development and receive equal treatment in regard to employment, pay, training and promotion, and also to contribute towards more women finding occupations in industry. In connection with establishing any equality agreement and as a basis for equality work in the enterprises, Norsk Industri and Fellesforbundet would point out that:

- Equality is a managerial responsibility.
- Equality between men and women is not just a matter of equal pay.

- Equality also concerns attitudes and standards that require strong cooperation from shop stewards.
- Work on equality should be discussed and followed up in the cooperation forums established in the enterprise.

#### 4.1.5 *Pregnant employees*

Whenever a transfer is possible, pregnant employees are entitled to be transferred to other work in the enterprise during pregnancy if engaged on work that could harm the foetus or the employee. If possible, such a transfer shall also be made if pregnancy makes the work more difficult. Pay shall not be reduced when the employee is temporarily transferred to other work.

### § 4.2 **Elderly employees and employees with a reduced work capacity**

4.2.1 Fellesforbundet and Norsk Industri have agreed to work, both centrally and locally, to promote a personnel policy whereby elderly employees and employees with a reduced work capacity can remain at work through to ordinary retirement age.

4.2.2 It is a condition that the parties at the individual enterprise discuss the working situation for the older employees and those whose health is impaired. In particular, it should be taken into consideration that lifting heavy weights, working on shifts and overtime, travel assignments and dirty work may result in an undesirable strain for these employees. Therefore older employees and those whose health is impaired should be excused from work of this type, based on a doctor's assessment or if they so desire.

4.2.3 For older employees and employees whose health is impaired, individual agreements may be made between the individual employee and the enterprise concerning job tasks, adapted training/updating in their own field of work rest breaks, home/distance working, part-time work, reduced working hours, etc.

#### Note on § 4.2

See also:

- Textile and Apparel Industry Part § 5.1

### § 4.3 **Ethnic minorities**

The parties have agreed to work, both centrally and locally, to arrange conditions so that ethnic minority groups will to a greater extent elect to take jobs in industry. For this reason the local parties should therefore discuss enterprise-related problems connected with recruiting minority groups, such as practical arrangements and general attitudes.

## *Chapter V*

### *Working hours, holidays and short welfare leaves*

### § 5.1 **Ordinary working hours**

When determining working hours and times for breaks, negotiations shall be conducted with the shop stewards.

Reference is otherwise made to Common Appendix 7.

Ordinary working hours shall not exceed an average of 37.5 hours per week.

#### Note on § 5.1

See also:

- Engineering Industry Part § 3.1
- Technology and Computer Industry Part § 2.1
- Nexans Part § 2.1
- Textile and Apparel Industry Part § 3.1

### § 5.2 **Shift work**

#### 5.2.1 *Shift work in general*

Shift work shall be permitted.

Establishment of shift work plans shall be negotiated with the shop stewards.

Before making a decision on starting up shifts, the shop stewards shall be consulted in advance.

#### Note on § 5.2 for Textile and Apparel Industry

The shop stewards shall be consulted when determining the shift work plan.



See also:

- Engineering Industry Part § 3.2
- Technology and Computer Industry Part § 2.3
- Nexans Part § 2.3
- Textile and Apparel Industry Part § 3.3

#### 5.2.2 *Working hours for shifts etc.*

Working hours when working two shifts shall not exceed an average of 36.5 hours per week.

Working hours when working three shifts shall not exceed an average of 35.5 hours per week.

Working hours when working continuous shift work shall not exceed an average of 33.6 hours per week.

The working hours for offshore work are found in Engineering Industry Part's Appendix 1 "Collective Agreement for Offshore Work".

Working hour systems for major works are found in the Engineering Industry Part's Appendix 2 "Framework Agreement on Working Hour Systems for Major Works" and Appendix 3 "Framework Agreement for Incorporating Onshore Work with Daily Working Hours in Excess of 10.5 Hours with/without Work on Sundays".

#### Note

The Engineering Industry Part's Appendices 1, 2 and 3 do not apply to the Textile and Apparel Industry Part.

### § 5.3 **Flexible working hours (flexitime agreements)**

Within the framework of this agreement the local parties may conclude agreements on flexible working hours for all the employees or groups of employees at the enterprise.

The agreement must contain rules concerning the framework hours, core hours and flexitime. Core hours are to be the same on all days.

## § 5.4 **Part-time**

The principles for part-time work shall be determined in a written agreement between the local parties. The same applies with regard to permanent alterations in the established pattern for part-time work.

With part-time work in excess of 5 ½ hours on a particular day (see Working Environment Act, § 10-9) a rest break shall be determined. The above shall not prevent alterations in working systems when necessary and when agreed upon with the individual part-time worker.

### Note on § 5.4

See also:

- Textile and Apparel Industry Part § 3.2

## § 5.5 **Overtime in general**

The use of overtime is regulated by § 10-6 of the Working Environment Act.

Also within the framework of the limits for overtime work in § 10-6 of the Working Environment Act, employees shall be entitled to be excused from overtime work for special occasions such as meetings etc., as well as for other private reasons.

Before overtime is used when the enterprise is in a lay-off situation, it shall if possible be discussed with the shop stewards.

The shop stewards shall be entitled to see overtime lists for leased manpower who are under the control and management of the enterprise.

### Note on § 5.5

See also:

- Technology and Computer Industry Part § 2.2
- Textile and Apparel Industry Part § 3.5

## § 5.6 **Definition of overtime work**

Overtime work is all work outside ordinary working hours for the employee concerned at the individual enterprise, after a deduction for breaks for meals or rest.

### § 5.7 Agreement on time off in lieu of overtime pay

The local parties may enter into an agreement on time off in lieu of overtime pay.

the overtime bonus shall be paid. The agreement shall contain rules as to how and when employees may take time off in lieu.

### § 5.8 Holidays

Holidays shall be allowed in accordance with the Act relating to holidays. For holidays regulated by the agreement, see Common Appendix 7.

#### Note on § 5.8

See also:

- Textile and Apparel Industry Part Chapter VII

### § 5.9 Short welfare leave

In response to the State Mediator's proposal of 1972 regarding equality in regard to short welfare leave, an agreement on such leave shall be made at all enterprises. For the purpose of the following rules, short welfare leave means leave for the time necessary, up to one day, with pay at the ordinary rate, shall at least encompass the following welfare leave instances:

- 5.9.1 Leave in the event of a death and attending the funeral, when it concerns a member of the closest family. "Closest family" refers to persons who are close relatives of the employee, such as a spouse/cohabitant, child, sibling, parent, parent-in-law, grandparent or grandchild. Leave to attend the funeral of an employee, so that the employees in that person's department can be represented at the funeral.
- 5.9.2 Leave for examination, treatment and check-up by a dentist or doctor, treatment by a physiotherapist or chiropractor when national insurance allows benefits for such treatment.

This concerns instances where it is not possible to obtain an appointment outside of working hours.

In some cases the employee may also have a long journey. Such cases will not come under these rules, which apply only to short

welfare leave. The employee will usually be on sick leave in such cases anyway.

- 5.9.3 |Leave to accompany a child on the first day at a daycare centre or the first time the child starts school.
- 5.9.4 Leave when parents are called to attend a parent-teacher meeting in a primary or lower secondary school and this cannot be arranged outside of working hours. Such leave shall be given for up to two hours.
- 5.9.5 Women who are breast feeding a child are entitled to the time off necessary to feed the child, at least 30 minutes twice a day, or they may have working hours shortened by up to one hour per day. Payment for this is limited to maximum one hour a day and ceases when the child turns one year of age.
- 5.9.6 Leave for the remainder of the working day when the employee has to leave work due to sickness.
- 5.9.7 Leave by reason of acute sickness in the home. This refers to cases of acute sickness in the home when no other help can be obtained and the employee's presence in the home is imperative. The rule concerning short leave for the employee to make other arrangements also applies here.
- 5.9.8 Leave for a spouse/cohabitant when necessary in connection with a birth in the home or admission to hospital.
- 5.9.9 Leave when moving to a new permanent residence.
- 5.9.10 Leave to attend call-up examination for national service.
- 5.9.11 Leave for serving as a blood donor if it is difficult to do this outside of working hours.
- 5.9.12 Leave for the employee to attend his/her own child's confirmation.
- 5.9.13 "Cohabitant" means a person with whom the employee has shared a home for two years or more and who is registered in the Population Register as having the same address as the employee during that period.

- 5.9.14 An agreement concerning the further guidelines for this system shall be made between the parties at the separate enterprises.

When an employee is to be given leave with pay pursuant to the above rules, the rate of pay shall be determined by negotiation based on the actual earnings in the case in question.

Note on § 5.9

5.9.14, second paragraph does not apply to the Textile and Apparel Industry Part.

For the Nexans Part, short welfare leave also applies in the event of:

- entering into marriage
- examinations and examination preparation
- performance of public office
- leave for individual hours

## **§ 5.10 Leave of absence to care for a child**

The enterprise will pay the ordinary wages during the leave period for employees who are granted a leave of absence to care for a child in accordance with § 12-3 of the Working Environment Act.

## ***Chapter VI***

### ***Determination of pay rates, etc.***

## **§ 6.1 Minimum hourly pay**

At enterprises to which this agreement applies, no employee shall be paid below the established rates, unless provided for elsewhere in the agreement.

Note on § 6.1

See also:

- |   |                 |
|---|-----------------|
| • Engineering Industry Part             | § 4.1 and § 4.2 |
| • Technology and Computer Industry Part | § 3.1           |
| • Nexans Part                           | § 3.1 and § 3.2 |
| • Textile and Apparel Industry Part     | Chapter II      |

## § 6.2 **Summary of hourly pay**

Shop stewards who so request shall be given lists showing status and hourly pay for the last known quarter, or the necessary material that provides a basis for such a list.

## *Chapter VII* *Pay systems and wage setting*

### § 7.1 **Pay systems**

Based on the rules in this agreement and the traditions in the various industries that are encompassed by this agreement, various pay systems may be agreed upon.

The parties agree that it is of great importance that the enterprise has a pay system that takes productivity, efficiency and quality into account; and satisfies the intentions of Chapter 3 and 4 of the Working Environment Act.

Reference is made to the Joint Declaration on Pay Systems from NHO and LO.

The organisations would emphasise the importance of active work to increase productivity and profitability at each enterprise. This is necessary in order to strengthen the competitive ability of the enterprises and make possible investments that will secure their operations in the long term.

Therefore the parties in labour relations will work to promote a system where local determination of pay rates is linked in future with demonstrable improvements in performance and/or results, based on a pay system developed in cooperation at the enterprise.

#### Note on § 7.1

See also:

- Engineering Industry Part § 5.1
- Technology and Computer Industry Part Chapter III
- Nexans Part § 4.1
- Textile and Apparel Industry Part § 2.7

### § 7.2 **Development and maintenance of pay systems**

Norsk Industri and Fellesforbundet would point out that it is of decisive importance that the development and maintenance of

pay systems be part of the work to improve total productivity at each enterprise. This must be done through continual adaptation to improvements with regard to machinery and equipment, premises and workplaces, raw materials and semi-manufactures, methods and processes, planning and organisation of work, and other measures that promote a good working environment and rational and effective production. Work must also be done to achieve efficient utilisation of machinery, equipment and working hours. It is necessary that the parties cooperate to this end at all times in recognition of their joint responsibility for positive development of the enterprise.

### § 7.3 **Hourly and monthly pay**

The local parties may agree to adopt monthly pay instead of hourly pay.

All of the provisions of the agreement that are based on hourly pay shall also be used for monthly pay, applying a conversion factor of 162,5 hours per month.

Monthly paid employees retain their monthly pay in full also for weeks that include public holidays or the 1<sup>st</sup> or 17<sup>th</sup> of May, or days off determined by the enterprise, unless the right to such pay is lost pursuant to the provisions in 8.1.3.

### § 7.4 **Equal pay**

The parties have agreed that in accordance with the Industry Agreement under otherwise equal conditions, men and women shall be treated alike, in regard to both earnings and occupations. Therefore in local wage negotiations the parties shall review wage conditions for men and women and consider the reasons for any differences in pay, see the provisions of the Gender Equality Act.

Through negotiations the parties shall correct any imbalances that may exist in the enterprise and attributed to discrimination on grounds of gender. In negotiations the local parties shall:

- obtain an overview of the pay for the various groups, broken down by men and women, to clarify whether any of the differences are due to gender.

- clarify who should be offered formal competence, professional updating, competence upgrading and similar measures that provide grounds for a different pay rate and assess whether the offers are adapted to the participation of women in the labour force. The local parties must ensure that men and women are treated equally.
- clarify what criteria are used for seniority supplements. The parties shall assess in this connection whether the pay system has taken adequately into account the fact that women have a greater degree of unpaid leave to care for family. (The parties agree that the text in this bullet point shall be reassessed in connection with the 2014 settlement).
- clarify what criteria have been used for the classification of the various wage groups.
- review the criteria for determination of the pay rate with a view to ensuring that the criteria are gender neutral.
- check that employees who are granted leave with entitlement to maternity or adoption benefits pursuant to § 14-4 and § 14-14 of the National Insurance Act have been assessed in the same manner as other employees in local negotiations.

If the parties find after a review in accordance with the above that there has been discrimination on grounds of gender, then this discrimination shall be remedied.

### **§ 7.5 Local wage negotiations**

The parties agree that local wage negotiations shall be held once every year of the duration of the collective agreement.

When the wage negotiations are to be held shall be agreed on in the individual enterprise. The parties in the individual enterprise may agree on a splitting up of the wage increase.

Local negotiations shall be held based on the individual enterprise's economic reality. This means that the local parties shall base their reasoning on

- enterprise's economy
- productivity
- future outlook
- competitiveness



- current labour market situation (applies only to the Engineering Industry Part and the Nexans Part)

External wage statistics, wage levels at other enterprises or wage trends may not be invoked as grounds for adjustments beyond what is stated above.

Raises given under a collective agreement since the last assessment was made, shall be taken into consideration when making the assessment.

In connection with local wage negotiations, the enterprises shall also consider the pay for employees who are absent on parental leave.

Norsk Industri and Fellesforbundet make it a condition that the local parties conduct genuine negotiations and that minutes of the negotiations are kept.

Note on § 7.5

Does not apply to the Textile and Apparel Industry Part.

See also:

- |                                     |                        |
|-------------------------------------|------------------------|
| • Engineering Industry Part         | 5.2.4, first paragraph |
| • Textile and Apparel Industry Part | Chapter II             |

## § 7.6 Pay seniority

The initial service period in the Armed Forces and alternative civilian service shall be credited for pay seniority increments.

Employees who have leave of absence to perform similar service, shall similarly be given pay seniority increments.

Employees who have a leave of absence in connection with pregnancy/birth and adoption, build up pay seniority for up to one year, provided that the employee is entitled to maternity or adoption benefits pursuant to the National Insurance Act.

Note on § 7.6

Does not apply to employees with wages that are determined in accordance with § 3.2 of the Technology and Computer Industry Part.

Note on all of Chapter VII

See also:

- |   |             |
|---|-------------|
| • Engineering Industry Part             | Chapter V   |
| • Technology and Computer Industry Part | Chapter III |
| • Nexans Part                           | Chapter IV  |
| • Textile and Apparel Industry Part     | Chapter II  |

***Chapter VIII***  
***Special rules regarding pay***

**§ 8.1 Remuneration for public holidays and 1<sup>st</sup> and 17<sup>th</sup> of May**

Instead of work pay, employees who are on weekly, daily, hourly or piecework rates and are not at work in the ordinary way on the above mentioned days, shall receive remuneration according to the following rules:

**8.1.1 Remuneration**

- 8.1.1.1 Remuneration shall be paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day when these days fall on a weekday which, according to the regular working time for the enterprise, would otherwise have been an ordinary working day.

Remuneration shall also be paid when public holidays and 1<sup>st</sup> and 17<sup>th</sup> of May fall within the period when the employee is on holiday or is laid off owing to a close down.

- 8.1.1.2 Remuneration for the 1<sup>st</sup> and 17<sup>th</sup> of May and movable feasts represents individual hourly pay.
- 8.1.1.3 If general supplements are paid in the time after the calculation period, these shall be added when paying out remuneration.
- 8.1.1.4 Remuneration shall be paid for the number of hours that would have been ordinary working hours on the day concerned.

Remuneration shall be reduced proportionally if, pursuant to the pay system in the enterprise, reduced working hours are in force on the particular weekday.

Deductions shall be made from the remuneration for any daily allowance the employee may receive for the day in question from the employer or from national insurance that is financed wholly or partly by obligatory contributions from the employer.

- 8.1.1.5 For young workers and apprentices the remuneration shall correspond to the average hourly earnings in the enterprise for these employees as a whole.
- 8.1.1.6 For employees at enterprises that have a system of fixed pay, the remuneration paid shall be calculated according to the individual employee's hourly earnings in the week in which the movable public holiday falls.
- 8.1.1.7 Weekly paid employees keep their weekly pay in full also in weeks that include movable public holidays or the 1<sup>st</sup> or 17<sup>th</sup> of May.

These rules are not intended to prevent the parties at the enterprise from agreeing on a different system of pay or a different calculating period.

In this connection, Fellesforbundet and Norsk Industri have agreed as follows:

Employees who have variable earnings shall be paid remuneration corresponding to the individual employee's hourly earnings during the pay period immediately preceding the public holiday or the 1<sup>st</sup> or 17<sup>th</sup> of May, or his/her hourly earnings in the last known quarter if a pay period is not representative.

- 8.1.1.8 In addition to the payment the particular employee is to receive pursuant to the agreement, those on continuous shift work shall receive NOK 46.98 for each full shift worked on a public holiday that falls on an ordinary weekday.

It is reckoned that there are up to three shifts on a public holiday. As a rule, from 2200 hours on the day before the public holiday to 2200 hours on the holiday, or possibly the last day of the public holiday, is counted. The above applies whenever one of the following days fall on an ordinary weekday:

New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day.

Holiday pay is calculated based on the above rate, but not shift work or overtime percentages.

- 8.1.1.9 Shift workers who lose a shift before movable public holidays as a result of the working hours provision in the Working Environment Act, shall be remunerated for these shifts as for a public holiday. If an employee loses part of a shift on these days, the remuneration shall be in proportion to the time lost.

8.1.2 *Rules for earning remuneration*

Employees are entitled to remuneration when they have been employed by the same enterprise for at least 30 days preceding the public holiday, or are engaged later for work lasting at least 30 days. For earning the right to remuneration, the three-day public holiday at Easter is counted as one unit and the two-day public holiday at Christmas plus New Year's Day are counted as one unit.

If an employee who has been employed by the enterprise for five consecutive years or more, is dismissed for a reason not attributable to him/her, and the period of notice expires on the last working day in April or December month, the employer shall pay the employee remuneration for 1<sup>st</sup> May or 1<sup>st</sup> January, respectively.

8.1.3 *Payment*

The remuneration shall be paid not later than on the second payday following the public holiday. For public holidays that are regarded as one unit, payment shall be made not later than on the second payday after Easter Monday and New Year's Day, respectively. If the employment ceases before that time, the remuneration shall be paid together with the final settlement.

- 8.1.4 Remuneration is regarded as part of earned income and shall be included in the basis for calculating holiday pay. It shall not be included in the basis for calculating the overtime supplement.

Entry in the minutes

Any language-related changes do not change the practice or prevailing law.

Note on § 8.1

Does not apply to the Nexans Part.

See also

- Engineering Industry Part § 6.1

***Chapter IX***  
***Supplements for overtime, shift work, etc.***

**§ 9.1 Food allowance and food**

An employee who is instructed to work overtime on the same day as he/she is to do so, shall be paid a food allowance of NOK 86.50 when the overtime lasts 2 hours or more. The parties may agree that the enterprise shall provide a dinner or or alternatively that an amount is agreed upon to cover expenses for food.

For overtime work that lasts more than 5 hours, it is a condition that the enterprise arranges for additional meals or possibly that an agreed sum be paid to cover expenses for food.

**§ 9.2 Working clothes**

The enterprise shall provide the necessary protective clothing and working clothes and the laundering of these clothes, unless a different arrangement is agreed upon between the parties. Further guidelines for issuing, laundering etc. shall be agreed upon at the individual enterprises. Working clothes are the property of the enterprise. Working clothes shall be issued when starting work for the enterprise.

**§ 9.3 Extremely dirty work**

What is to be defined as extremely dirty, must be determined relative to the general nature of the work at the individual enterprise. Whether the work is extremely dirty shall be determined prior to starting the work.

If a dispute arises at an enterprise as to whether a dirt supplement shall be paid for a job, the employees may not, on those grounds, refuse to perform the work or demand to be transferred to other work.

At enterprises where work of a dirty nature is frequent, it is a precondition that this is taken into consideration when determining the ordinary wage rates at the enterprise.

Note on § 9.3

Does not apply to the Technology and Computer and Textile and Apparel Industry Parts.

See also:

- Engineering Industry Part § 7.5
- Technology and Computer Industry Part § 6.4
- Nexans Part § 6.4
- Textile and Apparel Industry Part Chapter IV

## *Chapter X*

### *Other rules*

#### **§ 10.1 Working environment and safety delegates**

Fellesforbundet and Norsk Industri agree that the individual enterprises shall carry out systematic safety and environmental work. In this connection, the parties will actively support that enterprises with fewer than 10 employees comply with the intentions of the law to have safety delegates. In addition, that enterprises with fewer than 10 employees, which comply with the provisions of the law concerning exceptions from this, have a written agreement on another scheme.

Safety delegates and company managers are jointly encouraged to participate in a basic course in safety and environmental work that satisfies the requirements of the law.

See also:

- Nexans Part § 8.1

### § 10.2 **Payment of sick pay in advance**

Norsk Industri and Fellesforbundet recommend that the local parties review the basis for the payment of sick pay in advance where this is not the case. The parties request that the enterprises not discriminate against employees with regard to the payment of sick pay in advance.

### § 10.3 **Deduction of trade union dues**

Enterprises that are to deduct union membership fees from pay for employees who are union members pursuant to § 11-3 of the Basic Agreement, shall deduct subscriptions and report this in accordance with the systems or arrangements approved by Fellesforbundet and Norsk Industri. It is the assumption that there will be a number of systems or arrangements that are approved by these two organisations and the enterprise is free to choose among these.

#### Note on § 10.2

See also:

- Common Appendix 4

### § 10.4 **Non-union enterprises – wage revisions**

The following applies for non-organised enterprises for which the agreements in PART B are binding by direct agreement with Fellesforbundet (so-called "association agreements", "hanging agreements" or "declaration agreements"), in which the parties agree to accede to "the agreement in force at the time in question":

These enterprises are covered by collective agreement revisions between the parties to the agreement, without terminating the direct agreement.

As a consequence of agreement between the national union and the non-organised enterprises to join the agreement in force at the time in question, no particular negotiations and/or mediation are conducted between the national union and the non-organised enterprises, since negotiations/mediation between the parties to the agreement also include/concern the national union and the non-organised enterprises.

When LO/the national union terminates the agreement, the non-organised enterprises shall be informed by way of a copy of the termination. This notice shall count as a prior termination of the collective agreement and complies with the requirements of the Labour Disputes Act for launching a legal industrial dispute.

The national union has the right to call out members in these enterprises for industrial action with notice of stoppage and a possible stoppage of work pursuant to the deadlines in section 3-1 subsections 1, 2 and 5, while notice of stoppage/stoppage of work is given in the main bargaining round.

A possible industrial dispute in non-organised enterprises ceases at the same time as the industrial dispute in the main conflict ceases.

A new agreement concluded between the parties to the agreement is applicable to the non-organised enterprises without particular decision-making.

These provisions are a necessary consequence of section 3-1 subsection 3 of the Basic Agreement.

If the national union or the enterprise wishes to conduct an independent collective agreement revision, the direct agreement must be terminated according to the applicable rules for termination.

## *Chapter XI*

### *Duration, termination and adjustment provisions for second year of the agreement*

#### **§ 11.1 Duration and termination**

This agreement enters into force on 1<sup>st</sup> April 2016 and applies until 31<sup>st</sup> March 2018 and thereafter for one (1) year at a time unless terminated by one of the parties upon two (2) months' notice in writing.

#### **§ 11.2 Adjustment provisions for second year of the agreement**

Before the end of the first year of the agreement, negotiations shall be opened between NHO and LO or a body appointed by LO concerning possible wage adjustments for the second year



of the agreement. The parties have agreed that these negotiations shall be conducted on the basis of the situation in the economy at the time of the negotiations, the prospects for the second year of the agreement and developments in prices and wages in the first year of the agreement.

The changes in the wage agreements for the 2<sup>nd</sup> year shall be considered by LO's Committee of Representatives or the body appointed by LO and NHO's Executive Committee. If the parties fail to agree, the organisation by which the claim was presented may within fourteen (14) days from the end of the negotiations, terminate the individual collective agreements upon fourteen (14) days' notice (but not to expire before 1<sup>st</sup> April 2017).

### § 11.3 Common appendices

<i>Common Appendix 1</i>	Agreement on severance pay LO-NHO
<i>Common Appendix 2</i>	Agreement on a new AFP scheme
<i>Common Appendix 3</i>	Agreement on an education and development scheme
<i>Common Appendix 4</i>	Agreement on guidelines for deduction percentage for union membership subscriptions ("pay deduction agreement")
<i>Common Appendix 5</i>	Reduction of working hours as from 1 January 1987
<i>Common Appendix 6</i>	Equality between men and women
<i>Common Appendix 7</i>	Holidays etc.
<i>Common Appendix 8</i>	Leasing manpower, putting out work, etc.
<i>Common Appendix 8A</i>	Employees in temporary help agencies
<i>Common Appendix 9</i>	Minutes regarding statistics
<i>Common Appendix 10</i>	Occupational pensions

Note

The State Mediator's minutes book is available on the State Mediator's website, (<http://www.riksmekleren.no>) case 2018-003

COMMON APPENDIX 1***Agreement on severance pay LO-NHO****(applicable from 1<sup>st</sup> January 2011**with language-related changes in 2014, as well as changes in 2016<sup>1</sup>)*

*In the coordinated settlement in 2018, there was agreement between LO and NHO to use the Severance Pay Scheme to finance a Hard Worker Scheme. When the Hard Worker Scheme is established, the Severance Pay Scheme will cease to exist. For more detailed information, see Appendix 4 to the negotiation minutes, which can be downloaded here: [www.riksmekleren.no/rikssaker/2018-003](http://www.riksmekleren.no/rikssaker/2018-003).*

**1.0 General matters****1.1 Conclusion of agreement**

The Agreement on Severance Pay was originally concluded between the Norwegian Confederation of Trade Unions (LO) and the Norwegian Employers' Organisation (N.A.F) – now the Confederation of Norwegian Enterprise (NHO) – hereinafter referred to as the Parties – see decision of 14<sup>th</sup> June 1966 delivered by the State Wage Arbitration Council, as subsequently amended.

The agreement entered into force on 1 October 1966 and is incorporated as part of each and every collective agreement between organisations that are members of the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO).

Each of the Parties may terminate the agreement at two months' notice to become effective 1<sup>st</sup> April, in connection with revision of the collective wage agreement. If not terminated, the agreement

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<sup>1</sup> Section 5-15 of the Tax Act was amended on 18<sup>th</sup> December 2015, effective from 1<sup>st</sup> January 2016. Pursuant to Section 5-15, first paragraph (a) of the former Tax Act, severance pay from the Agreement on Severance Pay between LO and NHO is not regarded as income. This entails that persons who satisfied the terms and conditions for severance pay no later than as at 31<sup>st</sup> December 2015 will receive payment tax-free, while persons who satisfied the terms and conditions for severance pay after 1<sup>st</sup> January 2016 will not receive payment tax-free. Classification of severance pay as taxable income may also entail that the payment of severance pay affects entitlement to other government benefits, such as disability benefits and unemployment benefits. This has not yet been finalised as at April 2016.

will continue to apply until the end of the next collective agreement period.

### *1.2 Object and personnel concerned*

The object of this agreement is to provide financial compensation for employees who, after reaching the age of 50 up to the age of 66, are dismissed for reasons that are not attributable to them, or when employment ceases as a result of disablement or chronic disease.

### *1.3 Legal status*

The Severance Pay Scheme is an independent legal entity keeping its own accounts. Assets belonging to the Severance Pay Scheme shall be kept separate from assets belonging to the Parties and may not be held liable for their debts. This shall not prevent the Severance Pay Scheme from collecting and distributing monies from the Education and Development Fund on behalf of LO and NHO and other employee and employer organisations, if any, provided that these monies are kept separate from assets belonging to the Severance Pay Scheme.

The Severance Pay Scheme may sue and be sued via its Board. The agreed venue in all cases is Oslo, which is accepted by joining the Severance Pay Scheme or by claiming an AFP pension.

## **2.0 Collective conditions**

### *2.1 Enterprises encompassed by the Scheme.*

The Scheme encompasses the following enterprises:

- a) NHO member enterprises bound by a contractual wage agreement that have a collective wage agreement with an LO union.
- b) Enterprises that are not members of NHO that have a collective wage agreement with an LO union.
- c) NHO member enterprises bound by a contractual wage agreement that do not have a collective wage agreement with an LO union, when employer and employees have agreed that the enterprise shall join the Scheme. Such membership is subject to approval from the Board of the Severance Pay Scheme.
- d) Enterprises bound by a contractual wage agreement that belong to a different collective wage sector from those that come under a) through c) above – provided that the Parties agree that the

COMMON APPENDIX 1

sector may be included. In the event of breach of any conditions that may be imposed for joining pursuant to the first paragraph, consent may be withdrawn when the Board so recommends.

- e) Enterprises that under an earlier agreement were allowed to join the Scheme on a voluntary basis.

Enterprises encompassed by a collective wage agreement that includes the LO/NHO appendix on the Severance Pay Scheme, are automatically members of that scheme.

When an enterprise belongs to the Severance Pay Scheme, the premium payment obligation applies for all employees.

## 2.2 *Joining/withdrawing from the Severance Pay Scheme*

An enterprise becomes a member of the Scheme from the time the collective agreement that includes the LO/NHO appendix on the Severance Pay Scheme, enters into force. The relevant collective wage organisation is responsible for registration and for checking that the conditions for membership are satisfied. Enterprises that have become members must remain members for as long as the conditions for membership pursuant to the collective wage agreement exist. In the event of termination of the collective wage agreement during the agreement period, the obligation to pay premium to the Severance Pay Scheme will nonetheless apply until the end of the collective wage agreement period. However, this will not apply to enterprises that are voluntary members of the Scheme – see 2.1, e, above – they can withdraw from the Scheme with immediate effect. Premium will be payable up to the date of withdrawal.

If the conditions for membership are no longer satisfied, the relevant collective wage organisation shall notify the Scheme without delay. Voluntary members may withdraw from the Scheme whenever they so desire.

In cases where the enterprise belongs to an employer organisation, this organisation will be regarded as a relevant collective wage organisation. Registration shall be undertaken by the appropriate employee organisation.

### **3.0 Individual conditions**

#### **3.1 *Required period of membership***

An employee must have been a member of the Scheme for the last three months before notice of termination was given. If employment ceases owing to disablement or chronic disease, the person must have become a member of the Scheme before the leaving date – see 3.5 below.

#### **3.2 *Age and seniority requirements***

To be entitled to severance pay, the employee must have turned 50 years of age before the leaving date, but not yet have reached the age of 67, and not be entitled to the early retirement pension (AFP), and, in addition the employee must:

- a) have been employed by the same enterprise for at least 10 consecutive years, or
- b) have been employed by the enterprise for a total of 20 years, of which the last 3 are consecutive years, or
- c) have been a member of the Severance Pay Scheme for at least 15 consecutive years immediately before the leaving date, or
- d) have worked in a trade that comes under the agreement for the construction trades, the collective agreement for building trades and electric fitters for a total of 20 years – the last five of which were without interruption. At the time of applying the employee must be employed by an enterprise that is encompassed by the Severance Pay Scheme. The seniority required under this item must be certified by the employer(s) and/or NAV (the Norwegian Labour and Welfare Administration), if necessary supplemented by information from the trade union/federation. If retirement is not due to disablement or chronic disease, a further condition is that he or she has received unemployment benefits for at least three months without having been offered suitable employment.

If seniority has been earned in two or more enterprises in the same group, the seniority earned will not count unless the enterprises in question belonged to the Severance Pay Scheme during that period.

An employee who is not working for the enterprise because he or she has been laid off or is receiving interim payments pending a final decision (interim payments), will be considered to retain his

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or her connection with the enterprise for up to one year, counting from the last ordinary working day.

### 3.3 *Re dismissal, sickness, etc.*

Severance pay is provided to employees who are given notice due in full or in part to cutbacks, workforce reductions, voluntary liquidation or bankruptcy.

An agreement on leaving due to a reduction in the workforce, ranks equal with termination of employment. To the extent that pay after termination of employment or a leaving settlement is granted, severance pay will nevertheless not be granted if the employee has found a new job before he/she is granted unemployment benefits. Employees who are released without any definite leaving date, are not entitled to severance pay.

Employees who are granted a disability pension are entitled to severance pay.

Severance pay may be granted to employees who are receiving interim payments, provided that the Severance Pay Scheme accepts that the person is suffering from a chronic disease and that it is improbable that the applicant will return to his or her earlier occupation in the foreseeable future. For deciding this the Severance Pay Scheme may request that documentation be produced, including satisfactory medical certificates and documents in proceedings relating to the application for and granting of interim payments showing that the applicant is incapable of continuing in his/her occupation or other suitable work in the enterprise, see 3.4 below.

### 3.4 *Other suitable work etc.*

Severance pay will not be granted if an employee who loses his/her job, see 3.3 above, is offered other suitable work in the enterprise, or in the group to which the enterprise belongs, or with new owners, or in another enterprise continuing the business.

When deciding the question of whether the employee shall be deemed to have been offered other suitable work, importance shall be attached to the fact that the object of the Severance Pay Scheme is to provide remuneration for employees who lose their jobs.

Employees who in reality continue in their old job, will not normally be entitled to severance pay.

This similarly applies when all or part of the enterprise is taken over by the employee him/herself, so that he or she is in reality continuing his/her earlier work.

In the event of stoppage in connection with change of ownership etc., the employee shall nonetheless be granted severance pay if more than three months pass before he/she is employed anew/re-employed. This applies regardless of the length of the notice period.

In the event of a merger or transfer of a business that comes under Chapter 16 of the Work Environment Act, the acquiring enterprise (new employer) will become a member of the Joint Scheme and be obliged to pay premium. Nevertheless, this will not apply if the new employer exercises the right to opt out, as sanctioned by the Working Environment Act, § 16-2, second paragraph.

### 3.5 *Determining the leaving date*

The leaving date will normally be the date on which the period of notice expires.

When employment is terminated owing to disablement or chronic disease, the leaving date shall be counted as six months after the last physical working day for full retirement from working life, and six months after the last day in an ordinary position for partial retirement from working life.

### 3.6 *Conditions for right to new severance pay*

After severance pay has been granted, a period of at least 10 years must elapse before severance pay can be granted again. It shall be the leaving date and not the payment date that applies for determining whether this condition is satisfied.

### 3.7 *Death and severance pay*

It is only the employee who can claim severance pay. Severance pay will be paid to the next of kin only if the severance pay claim was filed before the death of the employee, see section 7.3.



**COMMON APPENDIX 1****3.8 Early retirement pension (company-based) and AFP**

An early retirement pension, agreed between the enterprise and the employee, must be an element in a real workforce reduction before severance pay can be granted.

Employees who take out an AFP pension are not entitled to severance pay.

In cases where the original AFP pension is paid out pending a disability pension, the employee will as a general rule not subsequently be entitled to severance pay. If the AFP supplement has not been paid out for more than six months, the right to severance pay can be re-instated by repaying the AFP supplement paid out.

**4.0 Amount of severance pay****4.1 Rates of severance pay**

The following rates apply for full-time employment (normally 37.5 hours a week) for a leaving date from or after 1 July 2011:

Age 50:	NOK 20,000	Age 56:	NOK 55,000	Age 62:	NOK 80,000
Age 51:	NOK 20,000	Age 57:	NOK 60,000	Age 63:	NOK 65,000
Age 52:	NOK 25,000	Age 58:	NOK 65,000	Age 64:	NOK 50,000
Age 53:	NOK 30,000	Age 59:	NOK 70,000	Age 65:	NOK 35,000
Age 54:	NOK 40,000	Age 60:	NOK 75,000	Age 66:	NOK 20,000
Age 55:	NOK 50,000	Age 61:	NOK 80,000		

**4.2 Retirement age less than 67 years**

The above scale is also used for the payment of severance pay to employees with a retirement age lower than 67, however, NOK 20,000 is paid for the last year before retirement age is attained, NOK 35,000 is paid for the next to the last year, and so on, until age 50.

Seamen who can retire on a seaman's pension from the age of 60, are to be regarded as having a retirement age of 62, unless they are engaged in a position for which the retirement age is higher.

**5.0 Reduction of amount of severance pay****5.1 *Part-time workers***

Severance pay shall be reduced for employees who work fewer hours than for an ordinary full-time position. A proportional reduction shall be made.

**5.2 *Retaining part of a position***

If the dismissal notice only applies to part of a position – mandatory reduction of both working hours and wages, then the severance pay will be reduced correspondingly. The proportional job loss will form the calculation basis.

Severance pay shall be reduced for employees who are compelled to reduce their occupational activity owing to disablement/chronic disease, but who continue to work, combined with a reduced disability pension. The calculation shall be based on the proportional job loss.

**5.3 *Leaving date less than one year before ordinary retirement age***

If the leaving date is less than one year before ordinary retirement age for the position, the severance pay plus national insurance benefits such as rehabilitation benefits, disability pension, pension for bereavement, early retirement pension or unemployment benefits, shall not exceed the pay the employee would have received (gross earnings after deduction of direct taxes and dues) if he or she had remained at work until reaching the age of 67. An employee who is receiving sick pay until he or she reaches retirement age is not entitled to severance pay.

Corresponding limitations also apply when the retirement age is lower than 67. The provision in the preceding paragraph will then have effect in the year preceding that in which the person can draw ordinary retirement pension.

**6.0 Processing applications****6.1 *Filing an application***

On behalf of the employee, the enterprise/administrator of the estate shall forward an application for severance pay, on the prescribed form, to the Severance Pay Scheme.

Both employer and employee are under obligation to furnish the information necessary to decide on the application.

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All matters that must be assumed to be of significance for the decision, must be documented/verified.

If after the application is filed changes occur that may be of significance for the decision, both employer and employee are under obligation to notify the Severance Pay Scheme.

### 6.2 *Time bar – deadlines*

A claim for severance pay must be filed within three years from the leaving date, or the claim will lapse. In cases of disablement the claim for severance pay must be filed within three years after the decision on disability pension was given.

If a claim for severance pay was not filed because the employer/employee lacked the necessary knowledge concerning the possibility of claiming severance pay, the time bar will take at the earliest take effect one year after the day on which the claimant acquired or should have acquired such knowledge. The time bar pursuant to this paragraph may not be extended for more than a total of two years.

### 6.3 *Appeals*

Decisions concerning severance pay may be appealed to the Board of the Severance Pay Scheme or a special appellate body appointed by the Board. Cases that have been reviewed may be reviewed again if fresh information is available.

Complaints (appeals) must have been received by the Severance Pay Scheme or have been posted within 6 weeks after notice of the decision was sent to the employee's last reported address.

Complaints that are filed too late, may be rejected. In exceptional cases the Scheme's administration may request that the Board considers a complaint even if the deadline has expired.

### 6.4 *Confidentiality*

Everyone who performs work or services for the Severance Pay Scheme is under obligation to prevent others from gaining access to or knowledge of whatever he or she may, in connection with such work or service, have learned regarding the personal affairs of others. "Personal affairs" includes a person's date and place of birth, personal ID number, citizenship, marital status, occupation, home address and workplace.

The duty to maintain confidentiality also concerns technical appliances and procedures, as well as operating or business matters concerning which, for the person concerned, secrecy is desirable for competitive reasons.

In addition, a contractual duty of confidentiality applies for employees of the Severance Pay Scheme and the contractor in accordance with the declaration of confidentiality. The duty of confidentiality pursuant to the preceding sentence does not apply to information that is generally known or when an obligation to disclose information is imposed by or pursuant to law.

## **7.0 Payment**

### **7.1 *Payment to applicant***

If the conditions for entitlement to severance pay are satisfied, payment from the Severance Pay Scheme shall be made as soon as possible after the leaving date.

Claims for severance pay may not be assigned to anyone else.

In cases where the severance pay is to be paid by the enterprise itself – see subsection 7.2 – but the enterprise fails to effect payment as intended, the employee is entitled to payment direct from the Severance Pay Scheme. In such event the Scheme subrogates to the employee's claim on the enterprise.

### **7.2 *Payment from the enterprise***

If the enterprise has received a demand, but has nevertheless not paid premium for two years or more, the enterprise is required to pay the severance pay itself if an employee satisfies the conditions for entitlement to severance pay pursuant to this agreement. The amount of severance pay shall also in such cases be determined according to the provisions of this agreement.

The enterprise may also be instructed to pay the severance pay to an employee who is entitled to severance pay pursuant to this agreement, if the enterprise has failed to have the employee entered in the employee register.

### **7.3 *Payment to next of kin after death of applicant***

If the applicant dies before the severance pay payment is made, then the payment may be made to the applicant's spouse/domestic

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partner (living together for a minimum of 12 out of the last 18 months) or to his/her dependent children below the age of 21. If the deceased leaves both dependent children and a spouse or cohabitant as mentioned, the child/children shall have a prior right to the severance pay. Payment to other relatives/heirs will not be considered.

**7.4 *Repayment of severance pay wrongfully paid out***

Repayment of the severance pay will be demanded if severance pay is (wrongfully) paid out to any person in consequence of the information furnished being incomplete or the situation having changed since the application was filed.

**8.0 Payment of premium etc.**

**8.1 *Premium***

The enterprise shall pay premium for each employee. The premium rate payable varies according to working time. On the recommendation of the Board, the amounts may be adjusted by the LO Secretariat and NHO's executive committee.

The number of employees for whom premium is to be calculated, shall be determined according to information reported by the enterprise to the Register of Employers and Employees.

The basis for determining the sum payable, is the number of employees reported to the Register of Employers and Employees. The quarterly premium is determined on the basis of the number of employees at the end of the preceding quarter.

**8.2 *Payment of premium***

The premium shall be paid quarterly to the Severance Pay Scheme.

**8.3 *Responsibility for payment of premium***

The employer is – regardless of whether he has received a claim or not – himself responsible for ensuring that the premiums are paid as prescribed.

**8.4 *Consequences of failure to pay premium etc.***

If the enterprise fails to pay the premium due, the demand will be sent for debt recovery after one reminder has been sent.

The duty to pay overdue premium will be upheld without reduction, even if severance pay has been paid out by the employer pursuant to section 7.2.

## **9.0 Administration and decision-making powers**

### *9.1 The Board of the Severance Pay Scheme*

The Board of the Severance Pay Scheme is the supreme agency for the Scheme. The Board consists of four members with four personal deputies.

LO and NHO each elect two of the members of the Board. The persons elected by LO and NHO as members of the Board of the Joint Scheme for Collective Agreement Pensions, shall be deemed to have been elected also as members of the Board of the Severance Pay Scheme, except when a party chooses to elect these members separately. The office of chairman of the board shall be held by the parties in turn, for two years at a time.

The Board may resolve that a fee shall be paid to board members and deputy members, and to the special appellate body (see 9.2 below). In that event, the Board shall determine the amount of the fee. The Board may delegate decision of the amount of this fee to a committee of maximum three persons elected by the parties in the Severance Pay Scheme.

### *9.2 Duties of the Board*

Management of the Severance Pay Scheme pertains to the Board. The Board shall ensure that activities are properly organised.

The Board shall establish plans and budgets for the activities of the Scheme.

The Board shall keep itself informed of developments in the economy of the Scheme and shall ensure that its activities and accounts are subject to adequate controls. The Board shall exercise supervision to ensure that management of the Scheme's assets takes place in accordance with the Articles and Board resolutions.

The Board determines how the Articles are to be interpreted and may adopt decisions on matters of principle.

The Board shall process and decide upon complaints. The Board may appoint a special appellate body to handle complaints.

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The Board shall prepare and propose amendments of the Articles, based on the Severance Pay Agreement in force from time to time.

Furthermore the Board shall exercise the authority pertaining to it through statutes or articles or that naturally pertains to the Board.

### 9.3 *Board meetings*

Board meetings shall be held whenever so decided by the chairman or when requested by a member of the Board. At least four meetings shall be held each year, at suitable intervals.

Meetings shall be chaired by the chairman of the Board. In the absence of the board chairman, they shall be chaired by the deputy chairman, or in his/her absence by another person elected by the Board. In the event of a tie of votes in matters to be determined by simple majority, the meeting chairman has the casting vote.

For a board meeting to form a quorum, at least one representative from each party must be present.

Minutes shall be kept of board meetings and signed by the members or deputy members who are present.

Board resolutions shall be adopted by simple majority when not otherwise provided in the Articles.

### 9.4 *Daily management*

The Severance Pay Scheme shall have a CEO (chief executive officer) to manage everyday business. The CEO shall be appointed by the Board. The Board may adopt a job description for the CEO.

### 9.5 *Representation*

The Board represents the Severance Pay Scheme in external affairs.

The CEO represents the Severance Pay Scheme in external affairs relating to matters that are part of daily management.

The Board may authorise members of the Board, the CEO or named employees to represent the Severance Pay Scheme in external affairs, grant powers of procuration, or other powers. Such rights may be revoked at any time.

If a Board member, the CEO or a procurist oversteps his/her powers, the transaction will not be binding for the Severance Pay Scheme when the Scheme can show that the other contracting party

understood or should have understood that the person in question was exceeding his/her powers and that it would be dishonest to invoke the transaction.

#### 9.6 *Competence*

No Board member or deputy member shall participate in proceedings or decisions on matters that are of such particular importance for him/her or a person to whom he/she is closely connected, that he or she must be deemed to have pronounced personal or financial interest in the matter. This similarly applies to the CEO or other persons performing work for the Severance Pay Scheme.

Nor shall a Board member or deputy member take part in a matter concerning a loan or other credit facility for him/herself or security for his/her own debt.

#### 9.7 *Confidentiality*

The duty to maintain confidentiality in 6.4 above applies also to members of the Board.

Resolutions adopted by the Board do not come under the obligation to maintain secrecy, unless otherwise provided in the first paragraph or decided by the Board.

Board members and deputy members have a duty of discretion and confidentiality concerning information and views presented in connection with the Board's work, when not otherwise decided by the Board. Nevertheless, the duty of confidentiality in the first sentence will not apply when it is necessary to discuss a matter internally in the organisation to which the member belongs, unless otherwise provided in the first paragraph.

The rules of this section correspondingly apply for members of the special appellate body, unless otherwise provided by the Board of the Severance Pay Scheme.

#### 9.8 *Severance Pay Scheme*

The Board may decide that the Severance Pay Scheme's administration shall undertake the administrative tasks of the Severance Pay Scheme. In that event the administration shall serve as the secretariat for the Severance Pay Scheme and handle administration of the Severance Pay Scheme. The CEO of the



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Severance Pay Scheme shall also be CEO of the Severance Pay Scheme's administration.

Among other things, the administration shall undertake the following on behalf of the Severance Pay Scheme:

- a) prepare matters to be considered by the Board and other agencies in the Severance Pay Scheme,
- b) collect premiums and own contributions from the enterprises,
- c) consider and decide upon severance pay applications and in that connection communicate with the enterprises, the employees and NAV,
- d) represent the Severance Pay Scheme in judicial and extra-judicial disputes with employees, enterprises, organisations and others,
- e) ensure that rights and duties under this agreement are observed in accordance with the intentions of the central organisations.

The Board may give powers pursuant to 9.5, to board members or employees of the Severance Pay Scheme's administration.

The provisions of 6.4 regarding confidentiality apply correspondingly to the Severance Pay Scheme's administration.

The Severance Pay Scheme shall bear costs incurred by the administration that relate to the Scheme.

**9.9 Auditor**

The Board shall appoint a state-authorized auditor for the Severance Pay Scheme. The auditor shall have access to all information that is necessary for performance of his work.

**10.0 Placement of monies belonging to the Severance Pay Scheme****10.1 Asset management**

The Board shall decide how the Severance Pay Scheme's assets are to be placed and stipulate guidelines for asset management. Within the guidelines adopted, the Board may delegate authority to decide on placements to the administration.

The Board may decide that the Scheme shall entrust asset management to an enterprise that is licensed to conduct active

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management, or appoint an investment committee to decide how assets are to be placed or otherwise assist with asset management.

Assets shall be managed in a proper manner.

COMMON APPENDIX 2*Agreement on a new AFP scheme***I  
Introduction**

The early retirement pension scheme (AFP) was established in connection with the 1988 wage settlement. For the purpose of giving employees of enterprises bound by the collective wage agreements, an opportunity of early retirement – on certain conditions – before reaching the national insurance retirement age.

The Storting decision regarding a new national insurance pension system from 2010 (postponed to 2011), presupposed that other parts of the pension system would be adapted to the new national insurance system.

Against this background LO and NHO, in the 2008 collective agreement, agreed that the existing AFP scheme should be replaced by a new AFP scheme adapted to the rules of the new national insurance retirement system.

The parties have accepted the Government's standpoint that AFP should continue in the form of a neutral, lifelong addition to the national insurance retirement pension. Initially this can be taken out from the age of 62 at the retiree's option. The monthly payments will be reduced if the pension is taken out early and will increase the later it is taken out. The new AFP scheme can be combined with earned income without the AFP pension being reduced. With this system, AFP, combined with the new national insurance retirement system, will contribute towards achieving the principal aims of the pension reform.

The State will make periodical contributions to the AFP scheme for employees/retirees that correspond to one-half of the employer's contributions, excluding outlay for the compensation allowance that is fully financed by the State.

## **II By-laws**

This agreement does not regulate all details of the conditions, rights and duties connected with AFP. These are determined through the by-laws for the scheme, which are adopted by the Joint Scheme for Collective Agreement Pensions (AFP) and are approved by the Ministry of Labour pursuant to the Act of 2010 relating to the contribution scheme.

These by-laws contain detailed rules for both the original and the new AFP scheme. The enterprises concerned must at all times keep themselves updated regarding the duties of the enterprise. The by-laws also contain some special rules regarding that may result in certain employees not being entitled to AFP.

The by-laws that are in force at any given time can be found at [www.nyafp.no](http://www.nyafp.no).

## **III Original AFP scheme**

The original AFP will be paid to employees who have filed an application for such a pension by 31<sup>st</sup> December 2010 when they satisfy the conditions that apply on the date of implementation. The last implementation date for original AFP is 1<sup>st</sup> December 2010. The original AFP will run until the month in which the retiree turns 67.

Those who have started to take out original AFP (wholly or in part), may not later claim to take out the new AFP.

## **IV New AFP scheme**

New AFP will be paid to employees born in 1944 or later who have been granted AFP from an implementation date of 1<sup>st</sup> January 2011 or later. The system is established as a joint scheme in the private sector.

Before reaching the age of 70 the new AFP must be taken out with the national insurance retirement pension.

**COMMON APPENDIX 2****V****Conditions for entitlement to new AFP  
(main points, see also the by-laws)**

To be entitled to the new AFP pension the employee must, at the time of taking out the pension and for the last three consecutive previous years, be a genuine employee of an enterprise that belongs to the scheme.

In addition, the employee must, on the implementation date, have a pension-earning income that calculated as annual income exceeds the current basic national insurance amount in the preceding income year.

Furthermore an employee born in 1955 or later must, for at least 7 of the last 9 years before turning 62 (the seniority period), belonged to the scheme in employment with one or more enterprises that were members of the Joint Scheme during that seniority period. For employees born in the period 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the period 1952 to 1954, both of these figures shall be increased by one year for each year they were born after 1951. The employment during the seniority period must have been the employee's main employment and must have given the employee an income that is higher than the employee's other income.

See also the by-laws (*www.afp.no*) concerning special rules relating to fractions of positions, sick leave, lay-offs, leave of absence, employer's bankruptcy, other income, other pension paid from other employment, redundancy pay, ownership interests in the enterprise, ownership interests in other enterprises, etc.

Employees who have a lower retirement age or age limit than 62, cannot belong to the scheme.

**VI****Level of pensions in the new AFP scheme**

AFP is calculated as 0.314% of the annual pension-earning income through to and including the calendar in which the employee turns 61 years of age and up to an upper limit of 7.1 G. Pension-earning income

is determined in the same way as when calculating pension income in the national insurance retirement scheme.

AFP will be paid out as a lifelong addition to the retirement pension.

AFP is so designed that it increases when taken out later, but will not increase any more if taken out after the age of 70. For calculating AFP, the same life expectancy adjustments will be made as for national insurance retirement pensions.

Earned income may be combined with AFP and national insurance pension without either of them being reduced.

AFP will be regulated in the same way as income pension in the new national insurance retirement pension both during earning and payment.

## VII

### **The new AFP scheme will be financed as follows:**

The costs of AFP will be financed by the enterprises, or parts of the enterprises, that are or were members of the Joint Scheme, and in addition the State will make a contribution relating to the individual retiree.

The State will contribute to AFP. The rules in Act no. 110 of 23<sup>rd</sup> December 1988 will apply until 31<sup>st</sup> December 2010, and the rules of the AFP Contributions Act will apply from 1<sup>st</sup> January 2011.

A compensatory addition to new AFP will be paid entirely by the State.

The enterprises will pay premium to the Joint Scheme to cover that part of the costs that is not covered by the State's contribution. Further rules concerning payment of premium are given in the by-laws for the Joint Scheme for early-retirement pensions (AFP) and in resolutions adopted by the Board of the Joint Scheme.

In the period 2011 to 2015, both years included, some people will still be receiving the original AFP and during that period enterprises that belonged to the original AFP scheme will have to pay premium to that scheme, and also own contributions for their employees who have taken out original AFP. The premium and own contributions will be determined by the Board of the Joint Scheme.

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For the new AFP, the enterprises must pay a premium for the employees and others who have received pay and other remuneration that is reported under code 111-A in the Tax Directorate's list of codes. The premium rates will be determined by the Board of the Joint Scheme.

The premium shall be a percentage of the total payments from the enterprise according to the reports returned by the enterprise under code 111-A. The enterprise shall pay premium only for that part of the payments to the individual employee in the preceding income year that is between 1 and 7.1 times the average basic amount.

Premium shall be paid for years up to and including the year in which the member of the scheme turns 61 years of age. Premium shall be paid in quarterly.

**VIII**

In addition to the enterprises who are members of NHO for whom the Wage Agreement is binding, this present agreement applies also to enterprises who are not members of NHO, but have wage agreements with federations that are affiliated with LO or YS.

***Agreement on an education and development scheme  
established by the Confederation of Norwegian Enterprise (NHO)  
and the Norwegian Confederation of Trade Unions (LO)  
(as last amended in 2011)***

**§ 1 Object**

The object of the scheme is to implement or support measures to promote education and development in Norwegian working life.

**§ 2 Ways**

Education and development measures, including courses and schooling, shall in part be designed to:

1. provide modern schooling for shop stewards, with particular emphasis on productivity, environment, economy and cooperation issues,
2. provide training for management personnel and employees in the same fields as mentioned under item 1,
3. prepare, arrange and develop training measures,
4. contribute through different measures towards increasing value generation, and
5. promote good cooperation within the individual enterprises.

**§ 3 Financing**

A simplified model for collecting funds has been established in which the number of employees who are to be included for the purpose of calculating premium is determined from information given by the enterprise to the National Insurance Employer/Employee Register, divided up as follows:

- Group 1: From 4 to 20 hours weekly
- Group 2: From 20 to 30 hours weekly
- Group 3: From 30 hours weekly or more

The enterprises pay premiums on a quarterly basis in arrears in accordance with the following monthly rates:

As of the third quarter of 2011, the following monthly premium rates apply for the Education and Development Fund:



**COMMON APPENDIX 3**

- Group 1: NOK 17,00
- Group 2: NOK 27,00
- Group 3: NOK 46,00

Employees that are covered by the Basic Agreement between LO and NHO for workers are obligated, as part of the financing scheme, to pay NOK 3.25 per week.

The amounts may be adjusted by the LO Secretariat and NHO's executive committee on the recommendation of the Board of the Scheme, see § 5.

**§ 4 Collecting premiums**

The premium referred to in § 3 shall be paid quarterly to the Joint Office for the LO/NHO Schemes. The premium paid shall cover the enterprise's aggregate commitments to all Education and Development schemes.

**§ 5 Administration**

The Scheme is to be managed by a board having six members, three appointed by each party. The position of chairman alternates between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO) for a period of one year at a time.

**§ 6 Use and distribution of funds**

Each year the board of the Scheme shall determine the amounts to be set aside in advance for joint purposes worthy of support. The other Scheme funds shall be managed – one half by each – by a special committee appointed by each of the two central organisations. Special by-laws shall be drawn up for the activities of these committees.

NHO and LO shall each keep the other informed concerning the plans these special committees have for use of the funds and the measures that have been implemented.

All enterprises that contribute to the Scheme shall, in accordance with rules to be determined, be entitled to participate in measures financed by the Scheme.

**§ 7 Accounts and annual report**

The financial year for the Scheme shall be the calendar year. Annual accounts shall be drawn up at the end of each financial year and shall be audited by a state-authorised public accountant. The accounts shall be sent to LO and NHO together with the annual report.

**§ 8 Dissolving the scheme**

If the Scheme is dissolved, its assets shall pass to NHO and LO, so that each organisation receives the amount over which it had rights of disposition pursuant to section 6 of this agreement. Remaining funds to be used in accordance with section 2 of this agreement.

**§ 9 Entry into force**

This Agreement enters into force on 1<sup>st</sup> October 1970 and shall apply until the first ordinary collective wage revision after expiry of the Basic Agreement. The agreement shall thereafter follow the ordinary collective wage agreement periods with any revisions in connection with the spring bargaining.

Notes:

The NHO representatives on the Board stated that it was assumed that the same agreement would be made with organisations outside LO with which collective wage agreements were made, corresponding to those with unions in LO. In that connection it will be necessary to discuss in more detail the practical implementation of both the collection of the fee and distribution of the funds.

These organisations are comprised under § 7 of the agreement between LO and NHO.

COMMON APPENDIX 4***Agreement on Guidelines for Deduction Percentage for  
union membership subscriptions ("pay deduction  
agreement")*****between****The Confederation of Norwegian Enterprise (NHO)****and appropriate national associations****and****the Norwegian United Federation of Trade Unions****(Fellesforbundet) for the Norwegian Confederation of Trade Unions  
(LO)****1 Background**

- 1.1 The background for the agreement on the deduction percentage for union membership subscriptions is based on the provisions concerning this in § 11-3 of the Basic Agreements for Industry and the Building and Construction Trades.

**2 Information**

- 2.1 It is a condition that the information that becomes available regarding the individual employee and the individual enterprise, shall not be used for any purpose other than in connection with deduction of union subscriptions.

**3 Persons for whom deductions are to be made**

- 3.1 Fellesforbundet's local branch or workplace branch is responsible for keeping the enterprise updated with regard to the persons for whom subscriptions are to be deducted, and for following this up. The enterprise shall be notified when new members are enrolled or members resign, using the standard forms for such notices.
- 3.2 For new members, deductions shall be made from the first possible deduction period or wage payment after written notice is given.
- 3.3 Deductions for members who have resigned shall be stopped from the next following pay period after written notice is received from the union, branch or workplace branch.

**4 Implementing deductions**

- 4.1 The subscription shall be deducted by the enterprise each payday. The amount deducted shall be transferred each month.
- 4.2 The subscription shall be deducted for the whole of the calculation base earned in each pay period (piecework back-payments and holiday pay included).

The calculation base is the employee's gross pay which is entered under code 111-A and the reimbursements of expenses etc. entered as being subject to deductions in the statement of pay and deductions from pay. Fees paid in addition to ordinary earnings to directors and members of the corporate assembly and gratuities are exempted.

- 4.3 The subscription calculated shall be deducted, but with ranking after deductions for income tax, pension premium, the education and development scheme, the scheme for low-paid groups, and alimonies/maintenance.
- 4.4 A pre-printed bank giro form will be sent to the enterprise and shall be used for transferring subscriptions to Fellesforbundet. Enterprises that print out giro forms from their computer systems must insert their identification, which can be found on the forms sent to the enterprise. A copy of the giro form used for transfers to Fellesforbundet shall be forwarded to the workplace branch.

**5 Deductions**

- 5.1 The enterprise shall, under its own management or via the bank, arrange for deduction of union subscriptions and insurance subscriptions if insurance is included in the membership, when this is requested by the shop stewards, or in enterprises where no shop stewards are elected, by Fellesforbundet or a branch thereof. Fellesforbundet or its branches shall notify the enterprise of the rates that are to be applied for deducting union and insurance subscriptions.

The separate workplace branches may adopt special subscriptions for the workplace branch. This branch subscription shall be deducted with the ordinary subscription, by adding it to the union subscription.

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The times for establishing or altering workplace branch subscriptions are given in subsection 5.4 below.

- 5.2 The subscriptions deducted shall be transferred to the account number given by Fellesforbundet.
- 5.3 In cases where a separate subscription has been adopted by the workplace branch, that amount shall be transferred to the account number given by the workplace branch.
- 5.4 Rates may be altered with effect from 1<sup>st</sup> January or 1<sup>st</sup> July provided notice is given in writing at one month's notice.

## **6 Two or more branches**

- 6.1 If Fellesforbundet has members at one and the same enterprise that belong to two or more different branches, the enterprise shall deduct the subscriptions for all of these branches.

In cases where the branches adopt a special subscription for their districts and the enterprise is unable to undertake deduction of subscriptions at the different rates for the various branches, the branches shall agree on a common rate and report this to the enterprise.

Fellesforbundet may allow one of the branches to represent the Federation in relations with the enterprise.

The branch that is authorised to act on behalf of Fellesforbundet is responsible for enabling the enterprise to group the members by branches in the deduction lists.

## **7 Deduction lists, notices**

- 7.1 The enterprise shall report the deductions made by regularly forwarding deduction lists.

The deduction lists shall state the deduction period and shall contain the:

- Dob and Personal ID No. (11 digits) and membership number or work number when that is used as the membership number
- Name
- Amount deducted
- Any notices, which should include
- Additions during period

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- Withdrawals during period
- To or from initial period of national/community service
- Deaths
- Any other notices agreed upon between the parties to the collective agreement

Whenever a computerised system so permits, or when so agreed between the parties at the enterprise, the following notices may also be included:

- To and from lay-off period or leave of absence without pay lasting 5 days or more in excess of the employer period
- To and from payment from national insurance office
- Gross wages
- Deductions hitherto
- Transfer to disability benefits, retirement pension or AFP

The employees shall remain on the deduction list for as long as they are members of Fellesforbundet and are employed by the enterprise.

- 7.2 If not otherwise agreed, deduction lists shall be forwarded to the branch and to the workplace branch monthly. In those cases where sending deduction lists to two or more branches creates practical problems, the organisations may discuss other solutions.
- 7.3 For employees who are on sick leave the enterprise shall, after expiry of the employer period, give the national insurance office notice of the subscription deductions for Fellesforbundet.
- 7.4 Fellesforbundet or its branches and the individual enterprise may agree to provide the information on the deduction lists in electronic form.
- 7.5 To facilitate work at enterprises that do not have a computerised system, Fellesforbundet will supply, to order, standard deduction lists for use in the reporting.

## **8 Adaptations**

- 8.1 For enterprises that for technical reasons are unable to follow these guidelines in full, agreement on the necessary adaptations or transitional arrangements may be made in consultation with the parties to the agreement.

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- 8.2 If an enterprise deducts subscriptions for employees who belong to other unions, it is a condition that reporting be coordinated in consultation with the organisations.

**9 Duration and termination**

- 9.1 This Agreement entered into force 1<sup>st</sup> September 1988 and has since been amended at the 1998 revision of the collective wage agreement. If it proves that the alterations made at the 1998 revision result in practical problems for the individual enterprise, implementation of the altered rules may be postponed until 1<sup>st</sup> February 1999.

This Agreement may be terminated by either party subject to one (1) year's notice in writing.

***Reduction of working hours as from 1<sup>st</sup> January 1987*****A****As from 1<sup>st</sup> January 1987 working hours shall be reduced as follows**

1. *To 37.5 hours a week:*  
Daytime working hours.
2. *To 36.5 hours a week:*  
Ordinary two-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.
3. *To 35.5 hours a week:*
  - a. Work that is performed “mainly” at night.
  - b. Work on continuous shifts round the clock and work on “comparable” rotas.
  - c. Two-shift and “comparable” work on rota “regularly” worked on Sundays and/or public holidays.
  - d. Systems of working hours that result in the individual employees having to work at least every third Sunday and/or movable public holiday.
4. *To 33.6 hours a week:*
  - a. Work on wholly continuous shifts and “comparable” rotas.
  - b. Work below ground in mines.
  - c. Work on tunnelling and excavation of spaces in rock below ground.
5. For those who have extended working hours owing to standby duties or passive duties in accordance with § 10-4 (2) and (3) of the Working Environment Act, the extension shall be based on the number of hours in the agreement.

**B****Implementation of compensation for reduction of working hours**

- a. Weekly, monthly and annual pay shall remain unchanged. If in addition the employee receives a bonus, production bonus or the



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like which depends on the time worked, the alterable part shall be adjusted according to item d. below.

- b. Hourly pay (minimum pay rates, normal pay rates, individual pay rates and compensation for loss of piecework) shall be increased by 6.67% for those whose working hours are reduced from 40 to 37.5 hours, 6.85% for those whose working hours are reduced from 39 to 36.5 hours, 7.04% for those whose working hours are reduced from 38 to 35.5 hours and 7.14% for those whose working hours are reduced from 36 to 33.6 hours.
- c. Other rates of pay that are specified in kroner and øre per hour shall be increased in a manner corresponding to item b. when it is clear that, if the rates were not adjusted, the employee's weekly earnings would drop when shorter working hours commenced.
- d. Piecework rates, fixed piecework rates and price lists, production bonus schemes, bonus systems and other pay systems with varying earnings, shall be adjusted so that the hourly earnings are increased by the percentage applicable pursuant to item b. above.

Until agreement is reached concerning adjustment of rates for piecework etc., the supplements shall be paid per hour worked. The parties may also agree that the supplements shall be kept apart from piecework rates etc. and be paid per hour worked.

- e. Standard piecework rates (basis for calculating piecework pay) shall be adjusted so that piecework earnings rise by the percentage that is to be applicable pursuant to item b. above. Until agreement is reached regarding adjustment of standard piecework rates (basis for calculating piecework pay), the old standard rates (basis for calculating piecework pay) shall be used for piecework and the supplements shall be paid per hour worked.

When an enterprise within an agreement area for which the Basic Agreement gives standard piecework rates, has to use higher figures than the standard piecework rates in the Basic Agreement, these figures shall only be adjusted to the extent necessary to bring them up to the standard piecework rates in the new agreement.

- f. Subject to agreement between the parties within the individual agreement areas, it may be agreed that compensation pursuant to

items a. to e. above shall be given in the form of an increase in øre instead of as a percentage.

- g. When reduction from 40, 39, 38 or 36 hours takes place from shorter, earlier working hours, the amount of compensation shall be reduced proportionately.

## C

### General remarks concerning implementation

1. When implementing shorter working hours pursuant to A above, it is of decisive importance that the individual enterprise achieves greater flexibility with regard to when the work is to be performed, maintains appropriate working hours and attains efficient and effective utilisation of working hours.
2. Before shorter working hours are implemented, negotiations regarding practical implementation shall be conducted at the individual enterprises.
3. All collective agreements are to contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the shop stewards to work to this end. Breaks, washing times etc. shall be reviewed with the aim of making working hours as effective as possible. If in the opinion of one of the parties there is no longer any reason to continue the arrangements, the matter shall be handled in the normal manner for collective agreements.
4. Under § 10-12 (4) of the Working Environment Act, the parties to a collective agreement are, subject to certain conditions, allowed to reach agreement on a different arrangement of working hours than the Act prescribes as normal. If in particular enterprises or branches of industry there is a special need for maintaining the present working hours, the parties to the collective agreement may make an agreement regarding this in accordance with the provisions of § 10 of the Working Environment Act.
5. In connection with the shorter working hours it may, for the purpose of economic utilisation of production equipment, be desirable to have different ordinary working hours for the different groups of employees, within the framework of the Working

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Environment Act. Within the system of working hours it may be desirable to have the employees take their breaks at different times. It is a condition that rules regarding this are inserted in the individual collective agreements.

6. If the system of working hours results in some work-free weekdays, employees who work on days when they should have had the day off, shall be paid a 50% overtime supplement. In cases where under the collective agreement a 100% overtime supplement is payable for overtime work on Sundays and public holidays and the eve of such days, a 100% supplement shall be paid after 1200 hours on Saturdays and after 1600 hours on the other weekdays.
7. When there is due reason for doing so, the enterprise may be allowed to change days off. In cases where conditions for this are not prescribed in an agreement for the branch of industry or the enterprise, the following shall apply:

Instead of the stipulated day off, a corresponding day off may be given in the course of the following 4 weeks.

Notice of change of the day off shall be given by not later than the end of working hours two days prior to the day off. At the same time the enterprise shall inform the employee of the day to be taken off instead.

When conditions for changing the day off are satisfied, the employee shall not receive additional pay for time worked during ordinary working hours before 1200 hours on Saturdays or before 1600 hours on other weekdays.

8. At enterprises where the rules in § 10-4 (4) of the Working Environment Act concerning standby at home are applicable, the shorter weekly working hours alone shall not give a right to greater compensation in the form of days off than was the practice under a system with an average of 40 weekly working hours.
9. When an enterprise wishes to continue, introduce or expand shift work within the framework of the Working Environment Act, and the collective agreement does not already provide authorisation for this, negotiations concerning shift work rules shall be commenced between the parties during the agreement period.

## **D**

### **Daytime work**

The central organisations recommend that working hours are divided among five days a week, unless there is due reason for a different arrangement, and that the shorter working hours be effected by shortening the daily working hours by 30 minutes.

Other solutions may also be applied, for example by:

1. shortening the daily working hours by 25 minutes, where there is a 6-day working week,
2. having weekly working hours longer than 37.5 hours during some periods, and correspondingly shorter in other periods,
3. retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, and allowing corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

In cases where no rules are contained in the appropriate collective agreement, the following shall apply:

If the enterprise and the employees – even with assistance from the organisations – fail to agree, the daily working hours shall be shortened by 30 minutes on 5 of the weekdays or by 25 minutes each day when a 6-day week is worked.

The enterprise shall discuss with the shop stewards whether the working hours shall be shortened at the beginning or the end of the day, or both. When choosing between the alternatives importance should be attached to the employees' wishes and the fact that working hours should as far as possible be the same for all groups in the enterprise. If agreement is not reached - possibly after consulting the organisations - the manner of implementing the shorter working hours shall be determined by the enterprise within the framework of the collective agreement.

The above provisions are not intended to prevent the separate branches of industry from making agreements on how the shorter working hours shall be implemented, nor may they be invoked during union-based negotiations in the case of collective agreements that contain exact rules regarding division of working hours.

**COMMON APPENDIX 5****E****Change to new shift plan**

The parties have agreed that when changing to a new shift plan as a result of the shorter working hours, that shall be followed without making up for time off or working hours pursuant to the earlier shift plan.

**F****Maintaining production, productivity and effective working time**

It is a condition that the parties at the individual enterprises endeavour to increase productivity. Whenever possible the shorter working hours should not lead to the need for a larger work force.

In connection with the shorter working hours, the central organisations have agreed to effect a number of measures with the aim of improving the productivity of the enterprises. Reference is made to the organisations' study of working hours dated 6 January 1986. In the Basic Agreement, NHO and LO have formulated provisions that are intended to arrange the best possible conditions for cooperation between the enterprise, the shop stewards and the employees. The central organisations would stress how important it is that the parties follow these provisions in practice.

In connection with the shorter working hours the central organisations – for the purpose of reducing the financial strain – would particularly point out that cooperation must take place at the individual enterprises on measures to increase efficiency, reduce production costs and improve the competitiveness of the enterprise.

The central organisations would refer to the cooperation that has taken place in connection with earlier reductions in working hours. This cooperation brought positive results and was of great importance in ensuring the competitive ability of the enterprise and creating secure jobs.

In the case of this reduction in working hours, the central organisations again urge the parties to discuss utilisation of working time. The parties should consider whether working time is employed effectively in all

respects and effect any measures necessary to achieve this. Moreover, the parities should bear technical innovations in mind that can improve production results and help improve the working environment in connection with their efforts. Efficiency improving measures that are effected must be in harmony with the requirements to a good working environment. Satisfaction and security are two important factors when considering the question of effective utilisation of working time.

## G

### Further to § 10 of the Working Environment Act

#### I. § 10-4

- a. Work on continuous shifts round the clock means work that is conducted 24 hours a day, but stops for Sundays and public holidays.

In ordinary weeks, work may take place from 2200 hours on Sundays to 1800 hours on Saturdays, which means an operating time of 140 hours.

- b. Comparable rotas means a system of working hours that results in the same or nearly the same inconvenience for the employees as continuous shifts round the clock, as will normally be the case when working more than five hours a night, even if the number of hours worked by the individual employees during the night may be somewhat less than if operations continued round the clock.
- c. In this provision the expression «Sundays and public holidays» means «Sundays and/or public holidays». This means that for work on two shifts and comparable work on rotas regularly worked on movable holidays, but not necessarily on Sundays, the ordinary working hours shall not be more than 35.5 hours a week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four hours into the 24 hours that pursuant to the law shall be a day of rest, i.e. all four hours between 1800 and 2200 hours

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or after 2200 hours. In the latter case without any requirement regarding a minimum length of time.

- d. Movable public holidays shall be counted as Sundays for the purpose of interpreting the expression "every third Sunday". This means that an employee who does not work Sundays as often as every third Sunday, may nevertheless have a 35.5-hour week if in addition he/she works on movable public holidays to such an extent that it will amount to at least every third Sunday and public holiday.
- e. The expression "work that is performed mainly at night" means that employees will come under this provision if  $\frac{3}{4}$  of their working hours, but not less than 6 hours under the working hours system applicable, fall during the night (within the period from 2100 to 0600 hours).

2. § 10-4:

- a. "Wholly continuous shifts" means work that continues 24 hours a day without normal stops on Sundays and public holidays.

The extent to which work on rotas can be said to be comparable with wholly continuous shifts, depends on whether the ordinary working hours for the individual employees according to the adopted working plan shall be at different times during the 24 hours, so that working hours for the employee in question include as a general rule at least 539 hours of night work per year and at least 231 hours of Sunday work per year.

In this connection "night work" means work between the hours of 2200 and 0600 (the time for the night shift). The 24 Sunday hours are counted from 2200 hours on Saturday to 2200 hours on Sunday (time for the weekend shift).

If the working hours plan is for a shorter period than one year, the number of hours required for night work and Sunday work must be adjusted accordingly.

Work for a period of less than four weeks is not counted as rota work for the purposes of this provision.

## **H**

### **Transitional arrangements**

The existing shift, rota and other working hours systems may be used during a transitional period until 1<sup>st</sup> July 1987.

Moreover, the parties to the collective agreement may agree on a further postponement of the shorter working hours for the branch of industry or the enterprises in it, but not for longer than until 1<sup>st</sup> October 1987.

During the weeks for which the transitional arrangement applies, the number of hours by which the hours worked on average per week under the shift, rota or other system of working hours, exceeds the new working hours, shall be counted as overtime. Until 1<sup>st</sup> July 1987, 50% overtime shall be paid for the hours whereby the working hours according to the average worked per week under the shift, rota or other system of working hours, exceeds the new working hours.

If the individual parties to the collective agreement have agreed to extend the transitional period after 1<sup>st</sup> July 1987 until 1<sup>st</sup> October 1987, the additional pay during this period shall be 75%.

Compensation for reduced working hours shall be paid in addition to payment for the excess number of hours.



COMMON APPENDIX 6

**Action programme between LO and NHO**  
***Equality between men and women***

**Introduction**

The Basic Agreement between LO and NHO, supplementary agreement II, framework agreement on equality between men and women in working life, stipulates that the parties shall take the initiative for measures and activities that can promote equality. The agreement states, for example:

"It is recommended that joint equality work under the direction of LO-NHO gives priority to seeing the relationship between working life, gender roles in the labour market, promoting the participation of women in decision-making processes and the preparation of tools for tackling gender-based pay differences."

LO and NHO agree on a joint action programme that includes measures in several areas to follow up the objectives:

**Action programme**

The central organisations will undertake responsibility for action to bring about structural and cultural changes through active measures by means of the following activities/measures:

- *Local equality agreements and projects*  
If the local parties desire an equality agreement at the enterprise level or the implementation of specific equality resolutions, the central organisations can provide advisory services.
- *Working life – family policy*  
The central organisations will seek a parental leave scheme that promotes equality.  
  
The central organisations will seek a family policy that balances family and working life considerations.
- *Equal pay*  
Joint measures for the follow-up of individual elements in the Equal Pay Commission's report and any measures initiated in collective wage bargaining.

- *Full/part-time*  
The parties will seek to gather knowledge of the parties' wishes and needs locally, and increase awareness and attitudes on women's relationship to working life.
- *Job transfers between the sectors*  
The central organisations will initiate a survey of and/or research on barriers in relation to job changes from the public to the private sectors and from the private to the public sectors.
- *Training and recruitment – the gendered study and career choice*
  - Measures in relation to the training offices and advisory services.
  - Recruit more women to managerial positions – Female Future.
  - Make HF projects such as "Jenter i bil og elektro [Girls in cars and electrical trades]" more visible and challenge several industries to gather experience and launch similar initiatives.
  - Motivate untraditional career choices.
- *Joint information*  
The parties will cooperate jointly on the development of joint information for the promotion of genuine equality between women and men.

The central organisations shall make an assessment of cooperation within the equality area within 2 years from the implementation of this action programme. This assessment shall form the basis for further cooperation and new measures in the area.

The parties make reference to the Basic Agreement between LO and NHO, supplementary agreement II – framework agreement on equality between men and women in working life, in addition to work on equality on the websites of LO and NHO: [www.lo.no](http://www.lo.no) and [www.nho.no](http://www.nho.no).

COMMON APPENDIX 7*Holidays etc.***Introduction**

One of the principal tasks before the parties is to improve the competitive ability of the enterprises. Therefore when introducing more leisure time, it is a definite condition that the enterprises must be allowed possibilities of compensating for the ensuing competitive disadvantages through greater flexibility. The employees on their part will also have different needs for differentiated systems of working hours, depending on their different phases in life, working and home situations, etc. Greater flexibility combined with the fifth holiday week should contribute towards less absence on sick leave and greater productivity.

**A**  
**Flexibility**

The following provisions shall be inserted in all agreements:

- a. Whenever the local parties so agree, company-adapted systems that do not conform with the collective agreement rules regarding working hours and remuneration for same, may be adopted on a trial basis. Such systems must be submitted to the union and the national association for approval.
- b. Time worked may be calculated on the basis of average time in accordance with the rules of § 10-5 of the Working Environment Act (Norway). The parties to the collective wage agreement may contribute towards establishment of such agreements.
- c. There may be Individual needs for differentiated working hours systems, desired off-duty time, etc. Agreement on such arrangements may be made with the individual or the shop stewards, for example in the form of calculating average working hours or having a working hours account. Agreements made with the shop stewards will take precedence over individual agreements.

**B****Collective Agreement Holiday Rules**

- 1 The extended holiday of five working days, see Holidays Act, § 15, is advanced by introducing the remaining part as a collective agreement arrangement included as an appendix to all collective agreements.

The extra holiday of 6 working days for employees over 60 years of age, is retained, see Holidays Act, § 5, 1 and 2.

Employees may claim five working days off each calendar year, see Holidays Act, § 5, 4. If the collective agreement holiday is divided up, the employee may claim only so many days off as he/she would normally work in the course of a week.

If the authorities decide to implement the remaining part of the fifth holiday week, these days shall be deducted from the collective agreement arrangement.

- 2 The remaining part of the fifth holiday week shall be phased in by taking two days in 2001 and the others in 2002.

Holiday pay shall be calculated in accordance with the Holidays Act, § 10.

When the fifth holiday week is implemented, the ordinary percentage for holiday pay shall be 12% of the basis for holiday pay, see Holidays Act, § 10, 2 and 3.

The increase is made by altering the percentage for the holiday-earning year as follows:

- 2000 will be set at 11.1%
- 2001 will be set at 12.0%

If the authorities decide to increase the number of holiday days in the Holidays Act, it is the parties' intention that the above figures shall apply as holiday pay for the corresponding periods.

- 3 The employer determines the time at which the collective agreement holiday shall be taken after discussing this with the shop steward or the individual employee at the same time as determining the time of the ordinary holiday.

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The employee is entitled to be notified of the time of the collective agreement portion of the holiday as early as possible and not later than two months before the holiday is to be taken, unless special circumstances prevent this.

- 4 The employee is entitled to time off for holiday pursuant to this provision, regardless of whether he/she has earned holiday pay.

If the enterprise shuts down wholly or partly in connection with the holidays, all employees affected by the shut-down may be required to take holiday for that same length of time regardless of the earned holiday pay.

- 5 The employee is entitled to claim that the total collective agreement portion of the holiday be taken within the holiday year, see Holidays Act, § 7, 2, so that he/she has one full week's holiday. The central organisations urge the parties to place the collective agreement holiday so that the demand to productivity is met to the greatest possible extent, for example in connection with Ascension Day or the Easter, Christmas and New Year holidays.
- 6 By written agreement between the enterprise and the individual employee, all or part of the collective agreement portion of the holiday may be transferred to the next holiday year.
- 7 For shift workers, the collective agreement holiday shall be adjusted locally so that, after full implementation, it constitutes four worked shifts.

**Notes:**

- 1 In collective agreements where holiday according to § 15 of the Holidays Act has already been introduced, the number of days shall not be increased as a result of introduction of the collective agreement holiday. The implementation and practical effectuation of the collective agreement holiday for the pertinent areas, shall be subject to further agreement between the parties.
- 2 For the offshore agreements (Nos. 129, 125 and 123), the holiday results in a reduction of 7.5 hours per holiday day. The parties agree that the holiday shall be taken in the off-duty period during the holiday year.

## ***Leasing manpower, putting out work, etc.***

The parties have agreed that it is important to strive to make this branch of industry as attractive and reliable as possible and to ensure that the leased manpower and sub-contractors have orderly wage and working conditions. The parties are concerned about the prevention of "social dumping" and that the challenges that an international market and free movement on the labour market imply are treated in a good way, and in accordance with Norwegian law and agreements, as well as international regulations.

### **1. Leasing manpower**

As soon as possible and before the enterprise enters into a contract to lease workers in accordance with the current rules in Chapter 14 (see §§ 14-12 and 14-13) of the Working Environment Act, the number and needs shall be discussed with the shop stewards, see §§ 9-3 to 9-6 of the Basic Agreement.

#### ***1.2 Labour leasing agreements between production enterprises***

The unions recommend that the enterprises establish guidelines concerning labour leasing between enterprises, in order to accommodate production fluctuations and counteract dismissals and lay-offs. It is a condition that the labour leasing is in accordance with § 14-13 of the Working Environment Act, as well as other laws and agreements. Such agreements are established with the understanding of the shop stewards.

For leasing manpower, the enterprise shall, when so requested by the shop stewards, document the pay and working conditions that apply at the company when the leased manpower are to work in a sector covered by the agreement, see § 1.1.

#### ***1.3 Leasing manpower from manpower agencies (temporary help agencies)***

##### **1.3.1 For leasing manpower from manpower agencies (temporary help agencies), § 14-12 of the Working Environment Act applies.**

##### **1.3.2 Employees in manpower or temporary help agencies shall have the same wages and working conditions that apply in the enterprise leasing manpower for the duration of the leasing period**

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in accordance with the Working Environment Act, § 14-12 a, (proposal in Prop 74L).

This rule entails that pensions are not encompassed by the principle of equal treatment.

If the manpower or temporary help agency is not subject to an agreement between LO and an employers' organisation, then Common Appendices 1, 2, 3, 4, 5, 6 and 10 do not apply.

- 1.3.3 The lessee enterprise is obligated to disclose the necessary information to the manpower or temporary help agency, so that the condition of equal treatment pursuant to 1.3.2 can be satisfied, and to subject the manpower or temporary help agency to this condition.

At the request of the shop stewards, the enterprise shall document the wages and working conditions that apply at the manpower or temporary help agency when leased employees are to work under the scope of this agreement.

- 1.3.4 Chapter 5 of the Basic Agreement applies also to leased manpower with the following exceptions: If the lessor enterprise is subject to the Basic Agreement between LO and NHO, disputes concerning the wages and working conditions of the manpower leased out are a matter between the parties at the lessor enterprise. The shop stewards and representative from the lessee enterprise may provide information on the agreements in the enterprise leasing manpower.

If the lessor enterprise is not subject to the Basic Agreement between LO and NHO, the shop stewards in the lessee enterprise may address claims of a breach of the principle of equal treatment in subsection 1.3.2, so that the lessee enterprise can clarify and remedy the matter as necessary.

Leased employees shall be presented to the shop stewards at the lessee enterprise. When discussing the leasing of manpower, the local parties shall also discuss the resources for shop steward work, see § 5-6 of the Basic Agreement.

**Note**

Items 1.3.2, 1.3.3 and 1.3.4, shall be implemented at the same time as the amendments to the Act enter into force, see Prop 74L (2011-2012).

**2. Putting out work and subcontractor-like arrangements**

As soon as possible and before the enterprise concludes an agreement with a subcontractor for putting out work, the needs and amount of the work shall be discussed with the shop stewards, see §§ 9-3 to 9-6 of the Basic Agreement.

The enterprise is responsible for ensuring that the subcontractors with whom the enterprise enters into a contract with and who perform work under the scope of the agreement have an employment contract with their employees that at least ensures that the terms and conditions of the agreement with respect to minimum pay, overtime pay, working hours and travel rules in Chapter VIII of the Engineering Industry Part have been taken into account.

The enterprise is responsible for ensuring that the subcontractors with whom the contract is made, enter into an agreement with their employees in accordance with Regulations relating to hired manpower (2005-12-16-1566 § 2). If the subcontractor with which the enterprise has entered into an agreement makes use of subcontractors, this/these subcontractor(s) shall assume a corresponding obligation in relation to their employees.

When so requested by the shop stewards, the enterprise shall document the pay and working conditions that apply at the subcontractor's enterprise when their employees are working in a sector covered by the agreement, see § 1.1.

At enterprises that frequently use subcontractors, the local parties are strongly advised to draw up special routines for use in such connections.

**3. Protection of privacy and duty of confidentiality**

It is a condition that the pay and working rules that the enterprise is asked to document, are sufficiently depersonalised and are not contrary to law. The needs of the enterprise, for example competitive factors, may indicate that the information should not be supplied. In such cases the employer may pledge the shop stewards and any advisers to secrecy. The duty of confidentiality also applies after expiry of their period of office, but does not



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apply in regard to supplying information to relevant public authorities.

**4. Living and accommodation conditions for employees of subcontractors performing assignments in Norway**

When the shop stewards so request the enterprise shall provide the shop stewards with information concerning arrangements made so that the living and accommodation conditions for employees of subcontractors temporarily performing work for the enterprise are in accordance with the standard that normally applies at the assignment location.

**5. Use of temporary substitutes**

Temporary substitutes, see § 14-9, 1, b) replace named persons for specific work or period of time.

**6. Other matters**

In enterprises that have dismissed or laid off employees or are at risk of having to do so, reference is made in particular to the rules on lay-offs and dismissals Chapter VI of the Basic Agreement, § 10-4 of the Basic Agreement and Chapter 15 of the Working Environment Act.

*Entry in the minutes*

Measures against unserious working life

Fellesforbundet and Norsk Industri are concerned about the increasing tendency towards unserious conduct and illegal actions in working life. Even though most of the enterprises act in a serious and legal manner, there are many enterprises who do not do so, particularly in the non-unionised sector of working life. This affects all the parties in society. There are employees with poor and uncertain wages and working conditions. Serious enterprises lose out in the competition with unserious enterprises, and society loses out in the form of lost tax revenue. The parties have also observed a trend whereby many of the enterprises that act in an illegal manner do so in a cynical and more cunning manner than before. The parties find therefore that more must be done to create a working life that is serious and legal.

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Norsk Industri and Fellesforbundet agree to cooperate on measures aimed at ensuring that the subcontractors that are used are serious. Examples of appropriate measures include arranging a joint seminar/conference and preparing materials for use in the selection of subcontractors. Norsk Industri and Fellesforbundet will set aside the necessary resources for the development and implementation of relevant measures.

Beyond the changes that the parties agree upon in the Engineering Industry Agreement, Appendix 2, such measures as mentioned above and the information, motivation and training campaign aimed at management personnel on the necessary measures and obligations for the prevention of an unserious working life that Norsk Industri will be conducting, the parties agree on the following measures:

- a) Ask the authorities to ensure that the supervisory public bodies have the resources required for adequate supervision of compliance with the laws and regulations in force at any given time that have been established to ensure a serious working life in Norway.
- b) Ask the authorities to grant independent authority to the relevant supervisory bodies to implement economic sanctions, in addition to other sanctions, against enterprises that violate the laws and regulations for working life that are in force at any given time.
- c) Ask the authorities to ensure that the police and prosecuting authorities give the necessary degree of priority to the follow-up of violations established as probable.

The parties also make reference to the Government's inaugural declaration ("Soria Moria Declaration") under the "Social Dumping" heading.

The parties require that the measures that are implemented do not conflict with relevant problems related to the protection of personal privacy and that they are within the framework of Norway's EEA obligations.

COMMON APPENDIX 8A*Employees in temporary help agencies*

The provisions in this appendix regulate conditions in the manpower or temporary help agency that are encompassed by this agreement, see § 2.3.

1. This agreement may be made applicable as a wage agreement in manpower or temporary help agencies that have employees who are hired out and perform work under the scope of this agreement, see § 2.3.
2. The employees shall have a written employment contract in accordance with the provisions of the Working Environment Act.
3. A written assignment contract containing all the relevant information on the nature, content and duration of the assignment shall be issued for all assignments.
4. Termination and dismissal applies in accordance with the provisions of the Working Environment Act.
5. If an employee is offered employment by the lessee enterprise, he/she may resign upon giving notice at the end of the notice period, unless the parties agree otherwise. During the notice period the employee is entitled to continue to work at the lessee enterprise for the duration of the assignment.
6. The wages and working conditions at the lessee enterprise apply for leasing to enterprises subject to this agreement, see Common Appendix 8, subsection 1.3.2.
7. The wages and working conditions that have been agreed upon at the lessor enterprise apply for leasing to enterprises not subject to this agreement, provided they are not in breach of the equal treatment requirement in the Working Environment Act.
8. The duty to pay wages applies in accordance with the employees' employment contract. The Working Environment Act and Basic Agreement apply for lay-offs and the termination of employment.

COMMON APPENDIX 8AEntry in the minutes

1. The parties assume that LO will terminate the Manpower Agreement between LO and NHO.
2. During the agreement period, the parties agree to practise § 3-7 (2), second paragraph of the Basic Agreement in the same manner as it has been practised in relation to the existing Manpower Agreement.

If agreement is not reached on continuation of this practice, then § 3-7 (2), second paragraph of the Basic Agreement will apply in the ordinary manner as of the 2014 wage revision.

**COMMON APPENDIX 9*****Minutes regarding statistics*****Minutes**

On 15<sup>th</sup> April 2012 a negotiation meeting was held between Fellesforbundet and Norsk Industri concerning the need for statistical data for wage settlements for the establishment of the Industry Agreement.

**Industry Agreement – statistical data**

Fellesforbundet and Norsk Industri agree on the establishment of an Industry Agreement. In connection with the future collective wage bargaining, both the main and intermediate settlements, there will be a need for pay statistics for the previous agreements that are included in the Industry Agreement, which qualified earlier for a low wage supplement based on statistical assessments. This applies, for example, to the former Textile and Apparel Industry Agreement.

These minutes have been signed subject to the parties agreeing to the establishment of an Industry Agreement at the 2012 wage settlement.

Norsk Industri  
Stein Lier Hansen

Fellesforbundet  
Arve Bakke

## Minutes

On 15<sup>th</sup> April 2012 a negotiation meeting was held between the Confederation of Norwegian Enterprise (NHO) and Norwegian Confederation of Trade Unions (LO) concerning the need for statistical data for wage settlements for the establishment of the Industry Agreement.

### **Industry Agreement – statistical data**

LO and NHO make reference to the minutes of 15<sup>th</sup> April 2012 between Fellesforbundet and Norsk Industri concerning the need for statistical data for low wage trades that are included in the Industry Agreement, such as the former Textile and Apparel Industry Agreement. LO and NHO confirm that the central organisations will ensure that such statistics are provided for use in the main and intermediate settlements to the extent the parties to the Industry Agreement find to be necessary.

These minutes have been signed subject to the parties agreeing to the establishment of an Industry Agreement at the 2012 wage settlement.

NHO

LO

COMMON APPENDIX 10*Occupational Pensions*

Norsk Industri and Fellesforbundet would stress the importance of the enterprises discussing occupational pension schemes for the separate enterprises, with a view to establishing such a scheme for the enterprise. Therefore Norsk Industri and Fellesforbundet urge the individual enterprises to establish occupational pension schemes. The parties at the enterprise shall assess and if so decided develop a scheme for the enterprise, so that the occupational pension schemes are adapted to the needs and possibilities of both the enterprise and the employees, while at the same time the local parties can discuss pay, pensions and other working conditions in the overall context.

To follow up the parties request that occupational pensions schemes be established by as many enterprises as possible, the parties at the separate enterprises shall discuss all aspects of occupational pensions and the insurances often linked with them.

At enterprises that have not established an occupational pension scheme, the local parties shall, before the end of the year 2002, review the various national insurance benefits given for the individual groups of workers on reaching retirement age, being disabled etc. Against this background the parties shall discuss the need for establishing various occupational pension schemes. The parties should also discuss the various insurances that often are linked with occupational pension schemes. Minutes shall be kept of these discussions.

At those enterprises where occupational pension schemes already have been established, Norsk Industri and Fellesforbundet would stress how important it is that the local parties review, once in each collective agreement period, the schemes established for the enterprises and what these give the individual groups of employees in addition to the various national insurance retirement pension, disability benefits etc. Against this background the parties should discuss the need for changes in the schemes the enterprise has. Minutes shall be kept of these discussions.

Norsk Industri and Fellesforbundet would request that their respective central organisations, NHO and LO, jointly:

- draw up necessary information material for use in the separate enterprises,

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- arrange to facilitate and assist the parties in the separate enterprises by giving advice and guidance in connection with such discussions,
- open negotiations with those that offer various retirement pension schemes with a view to formulating standard contracts for use in those enterprises that wish to establish schemes, and
- take up for discussion the possibilities of and if desirable entering into agreements on a common retirement pension scheme for the enterprises that for various reasons may desire such an arrangement.

The following wording has been included in the adjustment provision for the second year of the agreement:

The parties agree to discuss their experiences with regard to the local discussions on the introduction of local pension agreements, including the discussion of the measures necessary to safeguard the parties' challenge with regard to the establishment of occupational pension schemes at the individual enterprises.



# ENGINEERING INDUSTRY PART

## *Chapter I* *Scope*

### § 1.1 **Scope**

The Industry Agreement / Engineering Industry Part applies to enterprises in the engineering and technology industries and related industries whenever so demanded by LO and Fellesforbundet of the one part and NHO and Norsk Industri of the other part.

## *Chapter II* *Scope*

### § 2.1 **Technology industry**

The technology industry is knowledge-based. The development and competitiveness of this industry will in large be dependent on the knowledge and competence of the employees.

This means that the agreement must be adapted to this development at both the central and local levels, see Engineering Industry Part, § 5.2.

### § 2.2 **Trade groups and other positions**

The Engineering Industry Part encompasses skilled, specialised and unskilled positions.

The Engineering Industry Part also embraces groups of positions for which special qualifications and/or knowledge are required, in addition to the groups of positions mentioned above. When new production methods entail a change in the operations or require new competence, they shall still be classified under this part of the agreement.

The central parties recommend that the local parties adapt their in-company agreements to the competence requirements and responsibilities, etc.

The Engineering Industry Part also encompasses employees in positions as drivers, in security guard service positions and stockroom positions, as well as canteen and cleaning personnel.

Under local agreements the Engineering Industry Part may be made applicable to employees in the above mentioned groups who are in temporary positions in salaried groups and/or hold positions as supervisors.

## § 2.3 Definitions

### 2.3.1 *Skilled workers*

A skilled worker means that the person concerned has passed the trade examination held in accordance with the Act relating to vocational training, either after serving a period of apprenticeship under contract or by gaining experience in accordance with § 3.5 of the Education Act.

### 2.3.2 *Specialised workers*

A specialised worker means that the employee is at least 18 years of age and has acquired such training that he or she is, independently and under his/her own responsibility, capable of operating the machines or performing other specialised work that is a necessary element in the production process.

### 2.3.3 *Unskilled workers*

Unskilled workers are employees who do not satisfy the conditions for specialised workers, i.e. employees who perform simpler production work are unskilled workers.

An employee must have turned 18 years of age before receiving the minimum wage for unskilled workers.

### 2.3.4 *Drivers*

Drivers are recognised as specialised workers unless they have the relevant trade certificate.

### 2.3.5 *Stockroom workers*

Stockroom workers are recognised as specialised workers unless they have the relevant trade certificate.

### 2.3.6 *Watchmen*

Watchmen shall be placed in either the specialised worker or the unskilled worker group, depending on the nature and volume of their work.

### 2.3.7 *Cleaning and canteen personnel*

Cleaning and canteen personnel shall be placed in either the unskilled worker or specialised worker group unless they have the relevant trade certificate.

## ***Chapter III***

### ***Working hours, holidays and short welfare leaves***

#### **§ 3.1 Ordinary working hours**

***See also the Common Part, § 5.1***

##### **3.1.1 *Determination of ordinary working hours***

Daytime working hours shall be between 0600 and 1700 hours for the first five working days in the week. When there is due reason for doing so, ordinary working hours may be worked on Saturdays between 0600 and 1200 hours.

When the working hours are determined emphasis should be placed on the employees' desires and the enterprise's need to facilitate efficient utilisation of the production equipment. If agreement is not reached – possibly after consulting the organisations – the enterprise shall determine that the working hours are between 0700 and 1600 hours.

The parties would point out that, to facilitate efficient utilisation of production equipment, it will be of great importance to establish a system of flexible working hours, including rest breaks. Therefore, based on the State Mediator's proposal at the collective negotiations in 1986, Part C, subsection 5, it is recommended that the individual enterprises reach agreement on such systems between 0600 and 1800 hours.

## § 3.2 Shift work

*See also the Common Part, § 5.2*

### 3.2.1 Shift work in general

It is the intention that the shifts in a two-shift system shall alternate each week between morning and afternoon shifts. It is the intention that the shifts in a three-shift system shall alternate weekly between combinations of morning shifts, afternoon shifts and night shifts. Other systems may be effected by the enterprise if production conditions so dictate. The same applies when so agreed between the parties at the enterprise.

Notice of changes in working hours shall be given as early as possible.

### 3.2.2 Compensation for missing hours upon a transition to shift work

If when changing from daytime work to shift work an employee will have shorter working hours calculated over a shift cycle, the employee shall be compensated for the missing hours. The same applies when changing from shift work to daytime work.

### 3.2.3 Compensation for a temporary transition to shift work

In the event of a temporary change from daytime work to shift work or from working two shifts to three shifts, compensation for the reduced working hours shall be paid by adding to the shift worker's earnings on shift work, including overtime, for each pay period:

- from 37.5 to 36.5 hours: 2.74%
- from 37.5 to 35.5 hours: 5.63%
- from 37.5 to 33.6 hours: 11.61%
- from 36.5 to 35.5 hours: 2.82%
- from 36.5 to 33.6 hours: 8.63%
- or the percentage obtained if working hours are reduced from other numbers of hours.

## *Chapter IV*

### *Determination of pay rates, etc.*

#### § 4.1 Minimum hourly pay

*See also the Common Part, § 6.1*

##### 4.1.1 Adjustment of rates for minimum hourly pay

The minimum hourly rates will be adjusted at collective wage bargaining and at adaptation negotiations at intervening wage settlements in accordance with earlier practices.

At enterprises where the pay system so necessitates, an hourly rate can be agreed upon for calculating piecework pay. The hourly rate for calculating piecework pay will be differentiated pursuant to 5.2.1 in the Engineering Industry Part.

##### 4.1.2 Rates for minimum hourly pay

4.1.2.1	Skilled workers:	NOK 176.05
	After one year's employment as a skilled worker:	NOK 177.66
4.1.2.2	Specialised workers:	NOK 168.03
	After 1 year's employment as a specialised worker	NOK 169.74
4.1.2.3	Unskilled workers:	NOK 160.10
	After one year's employment as an unskilled worker:	NOK 161.70

#### § 4.2 Adjustment of rates

*See also the Common Part, § 6.1*

As from 1 April 2018 all hourly rates will be raised by NOK 1.00 per hour. For two-shift workers who work a 36.5 hour week, the hourly rate will be raised by NOK 1.03 per hour. For three-shift workers who work a 35.5 hour week, the hourly rate will be raised by NOK 1.06 per hour, and for three-shift workers who work a 33.6 hour week, the hourly rate will be raised by NOK 1.12 per hour.

The parties at the separate enterprises may agree that the hourly rate shall be increased by the percentage that NOK 1.00 represents of the average hourly rate for adult workers at the particular enterprise in the fourth quarter of 2017. If the parties

so agree, the adjustment of rates can be based on groups of employees. Any general supplements allowed by the enterprise that were not reflected in the pay statistics for the fourth quarter of 2017 shall be taken into consideration in these calculations.

The wage rises do not apply for employees who left their employment with the enterprise before the proposal was adopted.

Overtime, back-payment of overtime supplement, shift allowance etc. will not be recalculated for work performed before the proposal was adopted.

### § 4.3 **Guaranteed pay**

The employees' wage conditions (hourly earnings in accordance with this provision) shall be checked twice a year based on NHO's calculated annual average (converted to hourly earnings) and the performance of Statistic Norway's industrial wage index for the first and second quarters. The calculation shall be based on wage data from Statistic Norway and what otherwise follows from this provision.

The central calculation shall be based on the previous calendar year's agreed wages for all groups (skilled, specialised and unskilled workers) within the scope of the Industry Agreement / Engineering Industry Part. "Agreed wages" is defined as the fixed wages that are paid, including fixed supplements (such as qualification, seniority or similar supplements).

Variable supplements (such as supplements for work outside the enterprise, see § 8.4.6 of the Engineering Industry Part, offshore, overtime, shift, dirty work or similar supplements) shall not be included in the calculation basis. Bonuses and reported wages for supervisors / working foremen shall not be included either in the central calculation basis.

The average wage level for the respective groups in the enterprise shall, effective as from 1<sup>st</sup> April and 1<sup>st</sup> October, be at least what follows from the guaranteed rate for the same group.

The enterprise shall carry out an adjustment for the individual groups (skilled, specialised and unskilled workers) if the

average for the group in the enterprise does not at least amount to:

- 87% of the central calculation basis for skilled workers
- 82% of the central calculation basis for specialised workers
- 74% of the central calculation basis for unskilled workers

The “agreed wages” (as above) for each of the groups (skilled, specialised and unskilled workers), which are encompassed by the Industry Agreement / Engineering Industry Part shall be used as the basis for the calculation of the average hourly earnings for the individual groups in the enterprise.

The following shall not be included for calculation of the average hourly earnings of the individual groups in the enterprise:

- Bonuses
- Supervisors / working foremen

The rules concerning the minimum average hourly earnings do not encompass employees under training and employees who receive a partial disability pension. Payments in accordance with the Industry Agreement, Engineering Industry Part, 5.2.5 (go-slow actions) are also excluded.

If the average hourly earnings are not representative for the enterprise due to special circumstances, then this shall be taken into account in the assessment. If any disagreement arises at the enterprise in connection with this assessment, the matter may be referred to the organisations.

#### **§ 4.4 Pay rules for apprentices**

*See also the Common Part, § 3.9*

- 4.4.1 The parties have agreed that the above pay rules linked with Reform '94 shall apply, provided that the government grants towards apprenticeships are the same as was foreseen when introducing the reform.

**§ 4.5 Pay rules for young employees**  
*See also the Common Part, § 3.9*

**4.5.1 Young employees**

Pay for young employees shall amount to a percentage of beginner pay excluding all supplements for unskilled workers at the enterprise.

15	15 1/2	16	16 1/2	17	17 1/2	years
53	56	61	70	80	90	per cent

- 4.5.2** Trainees are paid according to the scale for apprentices. Raises are given for a secondary school foundation course and advanced course(s) in accordance with the rules for reductions in the training plan.

**Chapter V**  
***Pay systems and wage setting***

**§ 5.1 Pay systems and wage setting**  
*See also the Common Part, § 7.1*

**5.1.1 Pay systems in general**

Agreement may be reached on various types of pay systems, such as time-related/fixed pay, bonus systems and piecework rates. If the parties are unable to agree regarding the system to be used, the enterprise may put the work out on a piece rate.

**§ 5.2 Local negotiations and criteria for wage adjustment**  
*See also the Common Part, § 7.6*

**5.2.1 Individual supplements**

The individual employees shall be paid a supplement to the minimum hourly rate according to their skills, qualifications, experience, responsibility and job content.

For Norsk Industri and Fellesforbundet it is a condition that the parties at the individual enterprises consider whether higher earnings should be given to employees who have special qualifications or knowledge in excess of what normally is required for skilled, specialised and unskilled workers, and to employees who qualify themselves for new tasks that result



from introduction of new technology (see Common Part, Chapter III).

For the central parties it is also a condition that criteria for differentiation in pay based on qualifications and knowledge shall also be considered.

#### 5.2.2 *Pay differentiation*

The established differentiation in pay between skilled, specialised and unskilled workers should also be reviewed at local wage adjustments. Skilled workers who hold the trade certificate required for their work, shall be paid as skilled workers.

#### 5.2.3 *Gang foreman, leading hand, temporary foremen*

An employee who is appointed gang foreman or leading hand or who temporarily functions as a foreman, shall receive additional pay. Further guidelines for and the amount of the raise shall be determined in the local agreement.

#### 5.2.4 *Termination of pay system agreements*

Agreements concerning pay systems may be terminated upon one (1) month's notice, if not otherwise agreed. It is a condition that genuine negotiations are conducted between the parties at the enterprise before such notice is given.

If one of the parties requests assistance from the organisations for formulating a pay system or clarifying interpretation issues related to the collective agreement, such a meeting shall be held without undue delay.

This also applies if the organisations agree to hold an organisational meeting to discuss adjustments in pay.

Notice shall be deferred until such a negotiatory meeting has been held.

#### 5.2.5 *Disagreement on the rates in the pay system*

If agreement on the rates in a pay system has not been reached and notice of termination of the agreement has been given in accordance with subsection 5.2.4 of the Engineering Industry Part, the individual employees shall be paid 45% of their average hourly earnings, exclusive of all supplements, in the last

known quarter. Corresponding performance of work is presupposed.

The parties may agree that this shall be based on average hourly earnings exclusive of all supplements for skilled, specialised and unskilled workers.

### **§ 5.3 Determination of individual supplements following discussions**

Supplements for skills, competence, experience, responsibility and job content shall be determined by agreement between each individual employee and the head of the enterprise or its appointed representative, and possibly after consulting the shop steward.

If in the opinion of the individual employee or the shop stewards some unfairness exists that justifies reconsideration, the matter may be discussed in conference with the management's representative.

So that assessment of the individual employees shall be as objective as possible, guidelines shall be established for determining these supplements.

### **§ 5.4 Time-related/fixed pay**

#### **5.4.1 Definition**

By time-related/fixed pay we mean a pay system where earnings are calculated according to the time worked (per year, month, week or hour).

#### **5.4.2 Time-related/fixed pay systems**

Different time-related / fixed pay systems may be used for parts of the enterprise or for the enterprise as a whole. Time-related/fixed pay systems must be agreed upon in writing.

It may be agreed that earnings in a time-related / fixed pay system shall be split up, see Engineering Industry Part, § 5.7.

## § 5.5 **Bonus systems**

### 5.5.1 *Definition*

Bonus systems consist of a fixed pay portion and a smaller variable portion, common to the whole enterprise, the department or a group.

### 5.5.2 *Various bonus systems*

Various forms of bonus systems may be used. Agreements on bonus systems shall be made in writing.

### 5.5.3 *Bonus system – fixed pay portion and a variable portion*

The fixed pay portion is dealt with in accordance with the provisions in the Engineering Industry Part, § 5.4 "Time-related/fixed pay".

The variable pay portion is made dependent on the production result for the enterprise or group and is dealt with in accordance with the Engineering Industry Part, § 5.7 "Piecework".

Other criteria may also be agreed upon, but criteria such as frequency of injuries and absence on sick leave should be avoided. Guidelines shall be agreed upon for this alterable portion.

In bonus systems, the employees are guaranteed the fixed portion of the pay system.

Other employee categories can be included in bonus systems by agreement.

### 5.5.4 *Bonus systems and productivity agreements*

The parties recommend that productivity agreements be established at enterprises where the bonus system is used.

## § 5.6 **Productivity agreement – productivity shop steward**

When a pay system with a special productivity or production agreement so requires, an agreement may be made to the effect that the employees shall elect a productivity shop steward, who shall receive pay from the enterprise for the time the parties have agreed shall be spent on this work.

The productivity shop steward shall be an employee who knows the enterprise well (see § 5-3 (1) of the Basic Agreement). This

shop steward shall work on productivity issues in close contact with all stages in the chain, and shall have a particular responsibility for promoting a general understanding of how each individual can contribute towards improving the competitiveness of the enterprises, thus creating economic conditions that ensure good, secure jobs.

### **§ 5.7 Piecework**

The parties have agreed that piecework shall be allowed. Reference is made to the State Mediator's minutes book for 8 April 2002.

## ***Chapter VI Special rules regarding pay***

### **§ 6.1 Payment for work on major public holidays**

***See also the Common Part, § 9.1***

Shift workers who work on any of the major public holidays, Christmas Day, Easter Sunday or Whit Sunday, counting from 1400 hours on the eve of Christmas Day, Easter Sunday or Whit Sunday, to 0600 hours on the second day of the festival, shall receive, in addition to the holiday remuneration, 0.4% of the annual income for each worked day of the public holiday, but not in excess of two days in total. «Annual income» means the pay earned in the particular enterprise in the year from 1 January to 31 December.

## ***Chapter VII Supplements for overtime, shift work, etc.***

### **§ 7.1 Overtime supplement**

#### ***7.1.1 Ordinary overtime***

For the week's first five working days, a 50% supplement shall be paid for work after ordinary working hours until 2100 hours.

A 100% supplement shall be paid for work after 2100 hours.

Employees who are instructed to report to work overtime shall be paid for two hours, irrespective of whether the overtime work was performed in less time. This does not apply when overtime is worked as a continuation of ordinary working hours.

**7.1.2** *Offset working hours*

If working hours are moved, payment shall be the same as for overtime.

**7.1.3** *Work on agreed days off*

For work on free Saturdays and other agreed time off, employees who should have been off duty shall be paid a 50% supplement. However, a 100 % supplement shall be paid for time worked after 1200 hours on Saturdays and after 1600 hours on other weekdays.

**7.1.4** *Overtime on Sundays and public holidays and the days preceding these days*

A 100% supplement shall be paid for time worked after the end of ordinary working hours on Saturdays and days preceding public holidays, and on Sundays and public holidays until 2200 hours on the last public holiday.

**7.1.5** *Overtime on shift work on Saturday morning*

For overtime on a shift that ends before the end of ordinary working hours at the enterprise on Saturday morning, only a 50% supplement shall be paid for time worked from the end of the shift to 1200 hours on Saturday.

**7.1.6** *Overtime directly linked with shift work*

Shift workers who work overtime before or after a shift, shall be paid the ordinary overtime percentages in addition to the shift supplement for their shift.

**7.1.7** *Preparatory work*

For work for firing up and other preparations for daily operations that commences at 0400 hours or later on weekdays and continues into the ordinary working day, employees shall be paid a supplement of 50% until the ordinary working day commences.

## § 7.2 Overtime basis

The overtime basis consists of the hourly earnings excluding overtime and shift supplements for the skilled, special and unskilled worker groups in the particular enterprise in the last known quarter. The parties may agree that overtime shall be based on the individual employee's hourly earnings exclusive of overtime and shift work supplements.

## § 7.3 Shift work supplement

7.3.1 For work on a two-shift system (36.5 hours a week) the following supplements shall be paid per hour:

- First shift: until 1400 hours on Saturday: None
- Second shift: NOK 18.91
- For shift work after 1400 hours on days before Sundays and public holidays: NOK 40.41
- From 1400 hours on the eve of Christmas Day, New Year's Day, Easter Sunday and Whit Sunday: NOK 57.93

For every hour after 2400 hours, the same supplement as for the third shift.

7.3.2 For work on a three-shift system (35.5 hours a week) the following supplements shall be paid per hour:

- First shift: until 1400 hours on Saturday: None
- Second shift: NOK 19.49
- Third shift: NOK 29.01
- For shift work after 1400 hours on days before Sundays and public holidays: NOK 41.58
- From 1400 hours on the eve of Christmas Day, New Year's Day, Easter Sunday and Whit Sunday: NOK 59.57

7.3.3 For work on a continuous three-shift system (33.6 hours a week) the following supplements shall be paid per hour:

- First shift: until 1400 hours on Saturday: None
- Second shift: NOK 20.66
- Third shift: NOK 30.64

- For shift work after 1400 hours on days before Sundays and public holidays: NOK 43.90
- From 1400 hours on the eve of Christmas Day, New Year's Day, Easter Sunday and Whit Sunday: NOK 62.94

7.3.4 Watchmen on three-shift systems shall be paid the shift rates in the Engineering Industry Part.

7.3.5 When changing from ordinary daytime work to shift work and from two-shift to three-shift work, pay as provided for overtime shall be paid for the first six days. (5 days when Saturday is not a working day.)

This provision is not intended to prevent the separate enterprises from making different agreements regarding corresponding benefits from the enterprise.

7.3.6 Shift workers (and part-time workers) who lose a shift before movable public holidays and the 1<sup>st</sup> and 17<sup>th</sup> of May owing to the working hours rules in the Working Environment Act, shall be paid the same remuneration for these shifts as for a public holiday. If part of a shift is lost on these days, remuneration shall be paid in proportion to the time lost, see Engineering Industry Part, § 6.1.

#### § 7.4 **Part-time**

For production work on a part-time basis, NOK 8.67 shall be paid from 1530 hours or from the time agreed upon locally between the parties.

#### § 7.5 **Extremely dirty work and working clothes**

*See also the Common Part, § 9.3*

##### 7.5.1 *Extremely dirty work*

If the parties at the enterprise do not agree otherwise, a supplement of NOK 8.70 per hour shall be paid for extremely dirty work.

## *Chapter VIII*

### *Work outside the enterprise*

#### **§ 8.1 Scope**

This chapter concerns all employees who are sent out to work on assignments outside the enterprise.

Exceptions:

- drivers
- employees who are sent on courses. (However, the employee will come under this section if the training course mainly concerns operation of machinery and production equipment.)

For other assignments an employee is ordered to perform, agreement shall be made in each particular case.

#### **§ 8.2 Employment relationship**

##### **8.2.1 Enterprise**

In addition to the current statutory requirements for the content of an employment contract, employment contracts shall also state the following:

- Information on the enterprise where the employee has his/her permanent place of work

The parties make reference to Appendix 4 for the criteria agreed on for business start-ups.

The employee is employed locally in such cases. The Engineering Industry Part, Chapter VIII, applies if employees are sent out to work on assignments outside the enterprise. In such cases, the basis for the reimbursement of travel expenses will be the enterprise, unless otherwise agreed.

##### **8.2.2 Permanent place of work**

Enterprises may have a need to recruit in connection with a long-term assignment. In such cases, the recruitment can be carried out as local personnel. Normally in such cases, an organisation will be established at the assignment location that satisfies the description of the business concept given. The opportunity to employ at a permanent place of work applies regardless of the type of enterprise.



In addition to the current statutory requirements for the content of an employment contract, employment contracts shall also state the following:

- Information on the site/place of work where the employee shall perform permanent work

The employee is employed locally in such cases. The Engineering Industry Part, Chapter VIII, applies if employees are sent out to work on assignments outside the enterprise. In such cases, the basis for the reimbursement of travel expenses will be the place of work, unless otherwise agreed.

If the employer's work on the assignment at the place of work ends, changes in the employment relationship shall be treated in accordance with the ordinary employment protection rules in the Working Environment Act and in the Basic Agreement LO – NHO.

If there is agreement on a change of the place of work, the employee is entitled to full rights in accordance with Engineering Industry Part, Chapter VIII, for a period of up to six months, unless otherwise agreed between the employer and employee.

### 8.2.3 *Travel rules*

In addition to the current statutory requirements for the content of an employment contract, employment contracts shall also state the following:

- That the employee works at different sites/places of work in his employment relationship
- Employer's business address

These working conditions apply in cases where the employee is not employed at a permanent place of work in connection with the enterprise or employed at a permanent place of work. In such cases, the basis for the reimbursement of travel expenses will be the agreed travel address, near the home location as a rule.

**§ 8.3 Basis for determining payment for travel time and supplements for work outside the enterprise**

The basis for determining payment for travel time and supplements for work outside the enterprise is the individual employee's hourly pay.

**§ 8.4 Job assignments for which the employee is required to report outside the enterprise, but where an overnight stay is not necessary**

*8.4.1 Travel expenses*

Higher travel expenses when reporting for work outside the enterprise, shall be covered by the enterprise. An agreement on how these expenses are to be paid shall be made in advance.

*8.4.2 Payment for travel time outside of working hours*

Payment for longer travel time (travel time in excess of 20 minutes each way) that is not included in the working hours shall be made according to the Engineering Industry Part, § 8.2. However, agreement may be made on a fixed sum determined according to the average for the work force concerned.

*8.4.3 Working hour systems*

Within the framework of the rules of the Working Environment Act and the Engineering Industry Part, special working hours or shift work systems may be agreed upon for work away from the enterprise.

At places where there are workers from a number of firms, the employees must be prepared for alteration of their ordinary working hours for the duration of the assignment, so that their working time corresponds to that planned in advance by the main enterprise in cooperation with the shop stewards for that enterprise. It is a condition that this is clarified before work on the assignment commences.

**§ 8.5 Job assignments where an overnight stay is necessary (including inshore work where it is possible to spend the night or daily leisure time)**

**8.5.1 *Special rules for travel at beginning and end of an assignment***

**1. Time for preparing for and terminating the assignment**

For time spent at the enterprise in preparing for and terminating a job assignment, employees shall be paid according to the ordinary rules for payment in the enterprise.

If the working hours system does not allow for time off at home after the end of the job assignment (time off in lieu), the employee shall be given time off with pay (Engineering Industry Part, § 8.2) before commencing work on a new assignment. For assignments that last for more than 8 days, the employee shall be given 4 hours off, and 7.5 hours off for assignments that have lasted for 4 weeks.

**2. Travel expenses (beginning/end)**

Travel expenses shall be reimbursed according to expense account in accordance with 8.2.1–8.2.3. Forms of transport should be chosen that do not involve unnecessary expense for the enterprise.

When an employee uses his/her own car by agreement with the enterprise, payment shall be made according to the government scale or an in-company agreement.

**3. Living expenses when travelling (beginning/end)**

Living expenses when travelling shall be reimbursed according to an expense account, if no fixed sum has been agreed upon.

**4. Payment for travel time (beginning/end)**

For travel time within ordinary working hours employees shall be paid according to their hourly earnings exclusive of all supplements.

Pay for travel time outside of ordinary working hours shall be in accordance with the Engineering Industry Part, § 8.2.

If an employee has sleeping accommodation, on a train or boat, for example, travel time shall be paid until 2000 hours in accordance with the Engineering Industry Part, § 8.2.

Travel on Sundays and public holidays

50% extra for travel time within the period from 1300 hours on Saturday to 2200 hours on Sunday and on other public holidays and the 1<sup>st</sup> and 17<sup>th</sup> of May between 0700 and 2200 hours.

Travel at Christmas, Easter and Whitsun

100% extra for travel time within the period from 1300 hours on the eve of Christmas Day, Easter Sunday and Whit Sunday until 2200 hours on the last day of the public holiday.

Payment for travel time is not given for free journeys home, see Engineering Industry Part, 8.4.1, no. 11.

5. Daily travel time at the assignment location

If daily travel time (walking time) between lodgings and the place of work exceeds 20 minutes one way, the employee shall be paid for the excess time in accordance with the Engineering Industry Part, § 8.2.

Longer travel time that is not included in working hours, shall not exceed 1 hour each way.

6. Supplement for work outside the enterprise, outside the permanent place of work and for employees under travel rules

For time worked employees shall be paid a supplement of 20% of the wage rate in accordance with the Engineering Industry Part, § 8.3.

Service employees who on such assignments during ordinary working hours travel between different work places, shall also be paid this 20% supplement for travel time.

7. Fitter allowance

Fitters who are leaders of a work team or who alone bear responsibility in excess of that involved in their normal work, shall have a reasonable supplement to their hourly pay. The amount of the supplement shall be agreed upon beforehand.

8. Working hours during the assignment period

Within the framework of the rules of the Working Environment Act and the Engineering Industry Part, special working hours or shift work systems may be agreed upon.

The parties may also agree on working hours systems or systems for working in time to obtain extra time off for travel home (see Working Environment Act, §10-5). See also 8.4.1 no. 11 and Appendices 2 and 3 in the Engineering Industry Part. Pay for time worked in shall be the same as for ordinary working hours, without any overtime supplement.

At places where there are workers from a number of firms, the employees must be prepared for alteration of their ordinary working hours for the duration of the assignment, so that their working time corresponds to that planned in advance by the main enterprise in cooperation with the shop stewards for that enterprise. It is a condition that this is clarified before work on the assignment commences.

9. Remuneration for board and lodging during the assignment period

Agreement shall be made in advance as to whether the enterprise shall arrange for satisfactory board or reimburse living expenses according to an expense account. Agreement may also be made on a fixed sum adapted to the actual board and lodging costs at the assignment location.

10. Lodging

Satisfactory lodging shall be arranged within a reasonable distance from the work place, in single rooms of a proper standard.

The guidelines issued by the Board of Health and the Labour Inspectorate shall apply as a standard for judging normal requirements to living quarters in workmen's huts. As from 15 May 2002, the standard for living quarters shall be single rooms with a shower and toilet in each room.

Whenever there are no suitable kitchens or canteens, the dining quarters shall have cooking facilities, refrigerator,

washing-up sink and minimum 1.2 square meters of dining space per person.

#### 11. Journeys home during the assignment period

Unless the parties have agreed on a different scheme, employees shall be given one free journey home after four weeks, followed by a free journey home every third week. The enterprise shall provide for a free journey home in connection with Christmas and Easter and the individual employee's summer holiday. These journeys home are included in the above scheme.

Payment for travel time in accordance with the Engineering Industry Part, 8.4.1, no. 4, is not given for free journeys home.

### **§8.6 Job assignments on fixed and mobile platforms in connection with petroleum activities on the Norwegian continental shelf where it is not possible to spend the night or daily leisure time onshore (offshore work)**

These provisions are contained in the Engineering Industry Part, Appendix 1.

### **§ 8.7 Travel and assignments abroad**

For travel and assignments abroad, an agreement shall be made in each particular case. However, it is recommended that whenever possible the provisions of § 8.4 of the Engineering Industry Part shall be applied. When no agreement has been made, the provisions of the agreement shall apply whenever possible.

#### *Note 2018 concerning Chapter VIII*

The agreement's travel rules have been tightened significantly through the changes that have been made in the 2018 collective agreement revision. To ensure a good implementation, there is agreement that the rules shall enter into force from 1<sup>st</sup> November 2018. The rules in the agreement for 2016–2018 will apply until this point in time. Reference is made to Appendix 4 in the Engineering Industry Part with regard to the process and implementation.

## *Chapter IX*

### *Other rules*

#### **§ 9.1 Parties' mutual obligations**

- 9.1.1 The enterprises this agreement concerns may not engage any employees for the regular work of the enterprise, on conditions that are poorer than those stipulated in the Agreement.
- 9.1.2 Fellesforbundet and Norsk Industri undertake, for as long as this Agreement remains in force, not to give financial support to the parties at the individual enterprises during daytime situations in accordance with subsection 5.2.5 of the Engineering Industry Part.
- 9.1.3 Agreements between employees regarding the work or other matters that concern the enterprise will be void if they have not been approved by the union.

## *Chapter X*

### *Appendices*

#### **§ 10.1 Appendices to the Engineering Industry Part**

The separate appendices to this agreement part are as follows:

- Appendix 1* Collective Agreement for Offshore Work
- Appendix 2* Framework Agreement on Working Hour Systems for Major Works
- Appendix 3* Framework Agreement for Incorporating Onshore Work with Daily Working Hours in Excess of 10.5 Hours with/without Work on Sundays
- Appendix 4* Criteria for the understanding of “enterprise” in accordance with Chapter VIII of the Engineering Industry Part (applies from 1<sup>st</sup> November 2018)

## ***Collective Agreement for Offshore Work***

### **1. Definitions**

*Offshore* means a structure located on an oil or gas field in the open sea.

*Structure* means a structure located in the open sea for oil and gas exploration, operations and production.

*Working period* means the period (normally 12 hours) during which the employee is performing work for the employer during a 24-hour day.

*Rest period* means the period (normally 12 hours) between two working periods.

*Offshore period* means the consecutive period in which the employee is on structures that come within the scope of the Regulations.

*Free period* is the time between offshore periods.

*Flotel* is a separate structure for use as living quarters and workshop activities. A flotel is linked with the main structure by a walkway or helicopter connection.

*Shuttling* means transport during the offshore period between fixed and/or floating structures.

#### Note

Reference is made to the first sentence of 2.2 below and the definition of the scope of the agreement in 2.1, should it on some assignments occasionally become necessary to spend the night ashore.

### **2. Scope**

- 2.1 This Agreement applies in the case of assignments on fixed and mobile structures connected with petroleum operations on the part of the continental shelf that is subject to Norwegian jurisdiction, where it is not possible to use overnight accommodation or spend daily leisure time ashore.



**APPENDIX 1**

- 2.2 When questions arise regarding pay in connection with unforeseen situations, a solution shall be sought by the parties jointly in each particular case. If the question is of a general nature, the organisations shall be informed with a view to having the matter regulated in an agreement if possible.
- 2.3 The parties have agreed to keep each other mutually informed of new statutes and regulations that concern working conditions in petroleum operations on the part of the continental shelf that is subject to Norwegian jurisdiction.
- 2.4 In principle this Agreement applies to assignments of all kinds, but the parties may make special agreements for work lasting for a shorter time than the normal offshore period of 14 days with appurtenant time off in lieu.

**Entry in the minutes**

During revision of the collective agreement 2002, the parties discussed the practice established regarding unspecified periods of stay offshore, for example 1–14 days. The parties agreed that this practice in regard to unspecified tours of duty offshore when it is not possible to determine the length of stay, comes within the range of the provisions in subsections 2.4 and 3.2 in the appendix when agreement is made with the employee before departure.

**3. Working hours, overtime etc.****3.1 Working hours**

The system of working hours is based on the collective agreement in force from time to time and regulations for offshore work.

Ordinary working time shall not exceed 12 hours in a 24-hour day. Weekly working hours shall not exceed an average of 33.6 hours over a period of not more than 12 months.

**3.2 Rota systems**

Regarding the working plan, reference is made to the Framework Regulations (FOR 2010-02-12 no. 158) and § 10-3 of the Working Environment Act. A normal rota system is to be based on 14-28, see Framework Regulations (FOR 2010-02-12 no. 158).

When it is required by the employer, or the duration and/or nature of the assignment indicates that an ordinary rota system cannot be used, it shall be possible to use other rota systems. Such rota systems shall be prepared in cooperation with the employees' shop steward. Other rota systems will not entail any extra compensation beyond what is stated in the settlement provisions.

Rota system 14-28 gives fewer annual hours than rota system 14-21-14-28. Rota system 14-28 is designed to give a 7.71% average reduction in working hours in relation to rota system 14-21-14-28. This corresponds to 122 fewer hours annually on average based on the average weekly working hours in the wage agreement, which is 33.6 hours per week on average offshore. Translated to ordinary hours on land based on 37.5 hours per week, this corresponds on average to 136 fewer hours annually.

The enterprise's remuneration must be reconciled so that the payment of wages when the rota system 14-28 is used is in accordance with the number of hours/annual hours that follow from such a rota system. Personnel who work an ordinary rota shall not be registered in the annual settlement with minus time.

During the annual settlement, hours in excess of the ordinary full man-year (based on the rota system 14-21-14-28) shall be remunerated as overtime in accordance with the rules in subsections 3.10.1 and 3.10.2.

### Comments

Against the background of contractual obligations, recruitment and capacity requirements and the necessary adaptations at the individual enterprise, the parties acknowledge that the introduction of a new rota system 14-28 would be time-consuming. The parties stress that a new rota system should be implemented by 31 December 2014. Any deviations from this must be agreed on with the shop stewards.

Furthermore, the parties agree that any future working hour reductions in the industry/society that are carried out without any reduction in wages shall be compensated for in value economically.

**APPENDIX 1****3.3**     *Overtime*

Work in excess of 12 hours in a 24-hour day is to be regarded as overtime. Total time worked inclusive of overtime shall not exceed 16 hours a day. Total overtime offshore shall not exceed 200 hours in a calendar year, see Framework Regulations (FOR 2010-02-12 no. 158).

Use of overtime shall be confined to a minimum and whenever possible shall be divided among the employees. Whenever possible overtime shall be worked in direct connection with the working period.

**3.4**     *Rest breaks*

Rest breaks shall not be less than 30 minutes when the working period is 8 hours a day or 60 minutes in a 12-hour working period.

The time is counted from arrival at the canteen until the time of leaving it. Time for walking, changing clothes and washing is additional. The rest break shall be included in the working time.

Note:

When so required by the principal in the contract, the local parties may agree on division of the rest break in accordance with the Regulations.

**3.5**     *Work in excess of the offshore period*

If as the result of unforeseen events a change of crew cannot be effected at the appointed time, the employees must be prepared to continue work. If in a particular case the parties are unable to agree on whether overtime (100%) is to be paid for time worked in excess of the normal offshore period, or time off shall be given in lieu (100%), time shall be taken off in lieu.

(In cases where, by agreement, overtime supplement is to be paid to compensate for earned time off in lieu, the overtime supplement shall be calculated on the overtime calculation basis, see § 7.2 in the Engineering Industry Part in force at the time the back payment is made..)

**3.6**     *Rest periods*

There shall be a period of at least 8 consecutive hours between two working periods, with access to qualified rest.

**3.7**     *Alteration of working period*

Notice of alteration of the working period shall be given to the individual employees as early as possible.

It is to be assumed that working periods will be in daytime, unless the person concerned is notified of night work periods before leaving home.

When the working period is changed from day to night work (or vice versa), a 100% supplement (hourly earnings) shall be paid for up to 36 hours, minimum 24 hours. These hours shall not be recorded as overtime.

This remuneration is not payable if the employee was notified of the change before leaving home, or when reverting to the working period originally planned.

Working time lost owing to transfers shall be compensated for by offshore pay.

**3.8**     *Offset working hours*

Overtime (100%) shall be paid if the working period is moved to another time than the established system for the individual employee.

**3.9.1**   *Settlement for time worked by personnel who work offshore and alternately work offshore, on onshore facilities and at the permanent establishments where the average working time is calculated.*

The total time worked by the individual employee shall be calculated and all working time offshore, on onshore facilities and at permanent establishments shall be included in the total time worked. Settlement of accounts shall take place at least once every 12 months. Annual settlement times shall be agreed upon locally.

In the period for settlement, settlement shall be based on the individual having started with a period of stay offshore or a working period onshore, and ending with a completed period of time off in lieu.

Time off in lieu must be taken for all time worked in excess of the contractual time. If the period of time off for overtime

**APPENDIX 1**

worked has not commenced when settlement is being made, overtime pay shall be paid out for this time in accordance with the rules for overtime pay. The local parties may agree that the individual employee may at his/her option transfer up to 200 hours for time off at a later date.

**3.9.2** *Model for settlement for time worked*

All hours worked, except for overtime/extra time that already has been settled and paid in accordance with the agreement, shall be translated into 37.5 hour weeks, see 3.2.4 in the Engineering Industry Part.

Holiday periods and absences shall be taken into account in the settlement. Absences shall not be incorporated when calculating the correct excess time.

**3.9.3** *Settlement*

The local parties may agree on practical solutions, so that the enterprise can use the same time of settlement for all the employees, including the transfer of minus/plus time for this purpose.

**4. Travel rules – Reporting**

**4.1** *Travel – waiting time – travel expenses*

No remuneration will be paid for travel and waiting time from home to the living quarters. The same applies for the return journey and for joining and leaving the project. The parties at the enterprise shall discuss suitable travel arrangements, but Norsk Industri and Fellesforbundet make it a condition that established travel arrangements shall not be altered to the detriment of the employees.

If the system at the enterprise causes loss of working time for the employee, this shall be compensated for by hourly earnings + offshore supplement.

Travel expenses shall be paid according to an expense account. Other arrangements for travel expenses may be agreed upon at the individual enterprise.

This provision takes effect instead of local agreements where these exist, with effect from the local 1992 bargaining date for the enterprise.

4.2 *Living expenses when travelling*

Living expenses when travelling shall be reimbursed according to an expense account. Agreement on a fixed sum may be made, see Engineering Industry Part, subsection 8.4.1, no. 3.

4.3 *Waiting time at onshore departure base (heliport or similar)*

If as the result of unforeseen events after arrival at the heliport or similar base, offshore work cannot be commenced at the agreed time, the employee shall be paid for the time lost at the hourly earnings (maximum 12 hours per 24-hour day) + 11.61% + hourly compensation equivalent to the offshore supplement. In such cases the employee may be assigned to work ashore.

4.4 *Discontinued or cancelled offshore period*

If as the result of unforeseen events the offshore period is broken off or cancelled by the employer, the employees and if possible their shop stewards shall be informed as early as possible. After the necessary time off in lieu has been agreed upon the employees may be assigned to other work. Guidelines for time off in lieu shall be agreed upon between the management of the enterprise and the employees' shop stewards.

4.5 *Offshore waiting time*

If as the result of unforeseen events departure from the platform cannot take place as planned, the employee shall be paid for offshore waiting time after the end of the offshore period at the individual hourly pay. (80% of hourly earnings, exclusive of all supplements) Waiting time shall be paid for up to 12 hours per 24 hours (the working period).

If the employee is given work, the number of hours for waiting time shall be reduced accordingly.

**APPENDIX 1****4.6**     *Rest before commencing work*

Travel to commence an offshore period must be planned so that the employee is allowed an opportunity for necessary rest before commencing work. Until regulations are issued, this must be assessed by the parties locally in each particular case. Normally working time + travel time shall not exceed 16 consecutive hours.

**4.7**     *Shuttling*

Shuttling outside of working hours and appurtenant waiting time shall not be counted as working time and the time spent shall not be recorded as overtime. Time spent shall be compensated for by hourly earnings + offshore supplement, minimum half an hour.

If employees who live in living quarters separate from the place of work are delayed because shuttling has stopped or for a similar reason, they shall be compensated for this as for offshore work for maximum of 12 hours per 24-hour day. The employees shall perform work assigned to them during the waiting period.

**4.8**     *Reporting for work*

The place of reporting for work is on the structure on which the work is to be performed. The time of reporting may differ for the individual employees and shall be agreed upon beforehand.

**5.     Holidays and holiday pay**

The length of holidays and the holiday pay are to be in accordance with the Act on holidays. For holidays regulated by the agreement, see Common Appendix 7.

Whenever not otherwise agreed locally, the following shall apply:

- The employee shall be free from all work in the first three weeks of the first leisure period after 1 June each year and the 12 first days (2 weeks) of the first leisure period after 30 September.

When an employee resumes offshore work after taking the holiday earned, this must be taken into account by the

enterprise, cooperating with the employee – or possibly the shop steward – in connection with the employee's rota.

**6. Offshore courses and vocational training**

For courses, training, renewal of certificates etc. ordered by the enterprise during a period of time off in lieu, the employee shall be paid hourly earnings. This applies for the following training:

- I) Safety, repetition, local pilot and other courses required for health, safety and environment reasons for accommodation and work offshore.
- II) Courses and competence upgrading necessary and required for performance of the particular employee's work offshore.

The parties would stress that when upgrading the employee's competence is needed by the enterprise in regard to everyday operations, the employee shall receive the same pay as for ordered courses.

**7. Emergency quarters**

Agreement shall be made between the local parties regarding procedure/pay in cases where unforeseen events result in personnel being unable to return to their living quarters after the end of the daily working period.

**8. Safety rules**

**8.1** *Safety meetings etc.*

Safety work shall be conducted pursuant to the rules and regulations in force. The employees must learn the statutes, regulations and working rules before commencing work offshore. Violation of these could result in the employee being sent home.

Safety meetings/drills, lifeboat and fire drills outside of working time are not to be counted as working time and the time spent on these shall not be recorded as overtime.

Agreement shall be made between the local parties regarding payment for safety drills etc. that take place outside of working hours.



**APPENDIX 1****Access techniques**

Personnel who are to perform inspections/work that involve use of access techniques must produce documentation showing that they have passed the course for this type of work.

**8.2**     ***Working clothes, protective clothing and equipment, survival suits***

The necessary protective clothing/equipment and working clothes shall be provided by the employer, see the regulations. Protective clothing/equipment and working clothes belong to the enterprise and shall be clean and in good condition when issued. All outer garments worn during work offshore shall be orange in colour and shall be flame-proof.

The licensee or the enterprise shall provide survival suits for the employees during transport from the outbound departure base to the structure, during stay on the structure, during shuttling and during transport from the structure back to the departure base.

**9.        **Welfare leave****

Leave with pay, but without the offshore supplement (for 12 hours per day) shall be granted in the event of a death and funeral in the nearest family, acute, serious illness in the home, and in the case of admission to hospital. In addition, leave without pay shall be granted on the conditions set forth in the Working Environment Act. This shall be based on the Agreement provisions. At the end of the period of leave the enterprise may assign work ashore for the remaining number of hours in the working period.

When events that satisfy the conditions for welfare leave can be foreseen, the enterprise shall be notified as soon as possible before departure offshore, so that the employee can instead be assigned work ashore for the offshore period concerned.

**10.       **Insurance / sick pay arrangements / medical examinations****

**10.1     *Insurance and sick pay***

Sick pay is payable in accordance with the regulations issued by the National Insurance Administration. The part of the offshore supplement that is to be included in the income base for determining sick pay, must be decided by the local parties.

Illness during a period of time off in lieu, does not entitle the employee to an extension of that period.

Through insurance taken out by the enterprise the employee shall be covered by accident insurance based on a sum equivalent at least to 20 x the basic national insurance amount (G) in the event of death and 40 G for 100% disablement.

The insurance shall apply for travel between home and the offshore structure and for the period the employee is on the structure.

If the enterprise already has corresponding or better insurance for its employees, it shall not be obliged to take out more insurance.

#### **10.2** *Health checks and medical examinations*

The employee shall document that he/she has undergone the required medical examination before commencing work offshore. Time spent for such examinations will not be recompensed.

Medical examinations shall be carried out in accordance with the regulations in force and/or when the company medical officer considers such necessary.

In the event of illness during a period of time off in lieu, a medical certificate showing that the employee is fit for work shall be produced before commencing a new offshore period, and a medical certificate showing that the employee is unfit for work shall be produced if owing to illness the employee is unable to commence a new offshore period.

### **11. Pay rules**

#### **11.1** *Hourly earnings*

The individual employee shall be paid wages in accordance with the wage agreement that applies at the enterprise and, if appropriate, compensation for the lower number of hours worked offshore. (From 37.5 to 33.6 hours 11.61%.)

Compensation for shorter working hours shall be paid for up to 12 hours per working period and is not to be included in the overtime base.

**11.2**     *Offshore supplement*

An hourly offshore supplement of NOK 78.80 shall be paid in addition to the hourly earnings. The offshore supplement shall cover all special supplements pursuant to the Engineering Industry Part and all supplements for special circumstances related to the working situation, and travel and waiting time from home to the living quarters and return.

In connection with coming agreement revisions, the offshore supplement will be adjusted by the percentage increase for the Engineering Industry Part, as determined by NHO's statistics for this agreement. The earnings concept shall be based on "agreed pay". This shall be based on the rise from the last measurement point prior to the last adjustment and through to the last measurement point prior to the current adjustment. For adjustments, if any, of the other agreement rates at intermediate collective agreements, the offshore supplement shall also be adjusted as provided above.

**11.3**     *Overtime supplement*

Work in excess of 12 hours in a 24-hour day is to be regarded as overtime and recompensed by 100% overtime supplement.

**11.4**     *Work on movable public holidays and feasts and work after 1200 hours on New Year's Eve and the eve of Easter Sunday, Whit Sunday and Christmas Day.*

100% overtime supplement shall be paid for work on the following days:

New Year's Eve... 7 hours	17 <sup>th</sup> of May ..... 12 hours
New Year's Day 12 hours	Ascension Day .. 12 hours
Maundy	Eve of Whit
Thursday ..... 12 hours	Sunday ..... 7 hours
Good Friday ..... 12 hours	Whit Sunday ..... 12 hours
Eve of Easter	Whit Monday .... 12 hours
Sunday ..... 7 hours	Christmas Eve ..... 7 hours
Easter Sunday ... 12 hours	Christmas Day ... 12 hours
Easter Monday .. 12 hours	Boxing Day ..... 12 hours
1 <sup>st</sup> of May ..... 12 hours	

200% shall be paid for overtime work in excess of 12 hours.

In addition hourly earnings for 7.5 hours shall be paid for movable public holidays that occur during an offshore period. These provisions are not intended to prevent the parties at the enterprise from agreeing on other payment, within the above framework. The above shall be paid also when these days fall on Saturdays and Sundays.

**11.5 *Night work supplement***

An hourly supplement of NOK 42.46 shall be paid for night work. This supplement shall not be paid for hours for which overtime percentages are paid.

**11.6 *Access techniques***

Personnel who perform climbing assignments, see 8.1 Access techniques, shall be recompensed by NOK 46.98 per hour of approved climbing time, in addition to offshore pay.

**Note**

The parties have agreed that this is an isolated exception from the principle in 11.2.

**12. *Shop stewards/safety delegates***

Norsk Industri and Fellesforbundet recommend that shop stewards be elected for offshore work and when the working group consists on average of 25 employees or more, see Basic Agreement, Chapter V. With regard to safety delegates, reference is made to the Working Environment Act and Regulations.

The special circumstances make it necessary to maintain continuity in the offshore shop steward system. Whenever possible the parties shall take this into consideration when demobilising/transferring employees.

**13. *Disputes***

If disputes arise concerning interpretation or practical implementation of this Appendix, the rules in §2-3 of the Basic Agreement shall be followed.

**14. Duration**

This agreement is incorporated as an appendix to the Engineering Industry Part and the duration and notice of termination are the same as for that part. The parties have agreed that negotiations concerning any material amendments proposed should be conducted by a special offshore committee, and so that at collective bargaining the proposed new offshore agreement can be included in and covered by voting on the new agreement.

## ***Framework Agreement on Working Hour Systems for Major Works***

The parties have agreed on the following framework agreement on systems of working hours for major works:

1. This agreement concerns assignments on major works where the working hours are 37.5 hours a week and where the employee has to stay away from home overnight. Under special circumstances the agreement may also be made applicable for other employees.
2. When use of working hours according to this framework agreement and within the provisions of the Engineering Industry Part has been agreed upon locally, the agreement shall be sent to Norsk Industri and Fellesforbundet. The system must not be put into effect until approval is received from both organisations. The parties are to be given an answer as soon as possible and not later than within three days from the time the organisations received the agreement. If one of the organisations is unable to accept the proposal, it shall immediately discuss this with the other organisation.
3. It is a condition that it is only made applicable for the individual works and for a limited period of time.
4. A 12/9 rota shall be used with working hours of up to 10.5 hours per day that are preferably within the period from 0700 to 1800 hours (see enclosed example of working plan).
5. As a general rule overtime shall not be worked in connection with such rota systems. If there is need of overtime work in exceptional circumstances, such work may be done only by agreement with the shop steward(s) in accordance with the Basic Agreement and local representative for the employer.
6. Exemption need not be obtained from the Labour Inspectorate when working hours follow this agreement.
7. Any agreements that go beyond this framework must be considered in each particular case in accordance with the rules in § 10-12 (4) of the Working Environment Act.
8. This framework agreement authorises shift work systems. If working hours on shift work continue after 2400 hours, exemption

## **APPENDIX 2**

for night work will be required in the normal way, see §10-11 of the Working Environment Act. Working hours for two-shift systems shall be 35.5 hours.

9. When calculating time worked by personnel working on the different onshore facilities and/or fixed operating places where the average working hours system applies, the calculation principles in the Engineering Industry Part, Appendix 1, subsections 3.10.1 and 3.10.2, shall be used.
10. Payment for movable feasts and public holidays
  - a) For work on public holidays and feasts, employees shall be paid ordinary pay + 100% (as provided for overtime) + corresponding remuneration for public holidays and feasts according to the working plan.
  - b) In the case of time off during the offshore period, remuneration shall be paid for public holidays and feasts according to the working plan.
  - c) During free periods employees shall receive pay for public holidays and feasts for 7.5 hours.

Example of a working plan:

This working plan involves a system of making up time, with 12 days on and nine days off. The work force will be divided into three crews and working hours will be as follows, inclusive of a 30 minute break for a meal:

	Team 1	Team 2	Team 3
Monday	0700–1800 hours	time off in lieu	1000–1800 hours
Tuesday	0700–1800 hours	time off in lieu	0700–1800 hours
Wednesday	0700–1800 hours	time off in lieu	0700–1800 hours
Thursday	0700–1800 hours	time off in lieu	0700–1800 hours
Friday	0700–1800 hours	time off in lieu	0700–1800 hours
Saturday	off	off	0700–1800 hours
Sunday	off	off	off
Monday	time off in lieu	1000–1800 hours	0700–1800 hours
Tuesday	time off in lieu	0700–1800 hours	0700–1800 hours
Wednesday	time off in lieu	0700–1800 hours	0700–1800 hours
Thursday	time off in lieu	0700–1800 hours	0700–1800 hours
Friday	time off in lieu	0700–1800 hours	0700–1800 hours
Saturday	off	0700–1800 hours	off
Sunday	off	off	off
Monday	1000–1800 hours	0700–1800 hours	time off in lieu
Tuesday	0700–1800 hours	0700–1800 hours	time off in lieu
Wednesday	0700–1800 hours	0700–1800 hours	time off in lieu
Thursday	0700–1800 hours	0700–1800 hours	time off in lieu
Friday	0700–1800 hours	0700–1800 hours	time off in lieu
Saturday	0700–1800 hours	off	off
Sunday	off	off	off
Total	112.5 hours	112.5 hours	112.5 hours



***Framework Agreement for Incorporating Onshore Work with Daily Working Hours in Excess of 10.5 Hours with/without Work on Sundays***

This Framework Agreement is concluded between Fellesforbundet and Norsk Industri for the 2018-2020 collective agreement period, in accordance with § 10-12 (4) of the Working Environment Act. When collective agreements are revised, the parties shall agree on whether this framework agreement shall be continued for the next collective agreement period.

**1 Scope**

This agreement regulates systems for incorporating personnel who must stay overnight away from home and is based on calculating the average weekly working hours that have daily effective working hours exceeding 10.5 hours. This may also be made applicable to necessary support personnel. This shall be clearly stated in the application. Whenever it is necessary to use the system for employees not named in the application, a separate application and approval will be required.

It is a condition that the system be used only for large installations or operating facilities and for a limited period of time.

For individual employees, systems in accordance with the Framework Agreement shall be based on the average weekly working hours in the wage agreement (Common Appendix 5, Reduction of working hours from 1 January 1987).

If the system for which an application is submitted is comparable with continuous shift work (33.6 hours) or entails the use of night work, the duration and the number of employers who are encompassed by this, shall be evident from the application. The percentage of these employees in relation to the applicant's manpower for the project shall also be evident from the application.

The main enterprise may submit a joint application that also includes subcontractors.

Reference is otherwise made to the agreement.

Based on the local agreement minutes, the enterprise shall send an application to Fellesforbundet, which will forward its recommendation to LO. The local protocol shall accompany the application together with the working plan. If the main enterprise also includes subcontractors in its application, the application shall include local minutes from these subcontractors. The system may be put into effect when Fellesforbundet notifies the enterprise that the application is approved.

When Norsk Industri so requests, Fellesforbundet shall send Norsk Industri lists of the applications received and the results of the processing by Fellesforbundet and LO.

Fellesforbundet shall send a copy of its expedition of the working hours application to LO to the enterprise.

## **2 HSE and welfare requirements**

HSE, the employees' family situations and welfare, and the needs of the enterprise for productivity and project completion, must be taken into consideration in the incorporating system.

The enterprise shall ensure that the mandatory requirements in the Working Environment Act, § 10-2 (1), (2) and (4), and § 10-11 (7) regarding night work, are taken into consideration in its system of working hours. The manner in which this is done shall be described in the local agreement.

Employers who use working time systems in accordance with this Agreement shall, as a general rule, not require employees to work during their off-duty period. Examples of exceptions from the general rule are sporadic travel assignments and when making up missing working hours according to status.

In working time systems according to this agreement, travel to and from the works shall preferably take place on the days on which the system starts and ends.

## **3 Working hours**

This agreement applies for systems with work on Sundays and public holidays and systems without work on such days.

Up to 12.5-hour working days may be used.

**APPENDIX 3**

For days with more than 10.5 effective working hours there shall be a break of at least one hour, of which 30 minutes is to be included in working hours.

Up to 15 consecutive days may be used, of which maximum 14 days may be 10.5-hours of effective working time.

Systems with two days off during the period of stay may not be used/agreed upon.

Work shall preferably be done during daytime. Working hours shall preferably be between 0700 and 1900 hours. Working hours may not be placed outside the period between 0600 and 2000 hours.

As a general rule overtime shall not be worked in connection with such rota systems. If there is need of overtime work in exceptional circumstances, such work may be done only by agreement with the shop steward(s) in accordance with the Basic Agreement and local representative for the employer.

Whenever night work is approved, it shall preferably take place between 1900 and 0700 hours, with compensation in accordance with the local agreement and/or the collective agreement. See also § 10-11 of the Working Environment Act regarding night work.

Systems of working hours according to this agreement, shall not supplant local employees and working time rules that follow from the collective agreement and the Working Environment Act.

**4 Concluding local agreements**

Information and discussions regarding work assignments and possible use of systems of working hours according to this Agreement, shall be taken up with the shop stewards in accordance with the Basic Agreement, § 9-3.

Negotiations regarding systems of working hours shall be based on the systems that may be possible/relevant in the particular case.

When concluding a local agreement, importance must be attached to HSE and consideration of the employees' family life and welfare, as well as the productivity of the enterprise and completion of the project.

One of the standardised working plan systems, on which the parties agree, shall preferably be used.

See also the Engineering Industry Part, subsection 8.4.1, no. 8, "Work during the assignment period".

## **5 Approval**

The duration of the individual system of working hours shall be linked to the length of the project or assignment.

Applications are approved for up to one year at a time.

The enterprise must receive an answer as quickly as possible.

An evaluation of HSE and welfare experience may be required as a feature of Fellesforbundet's assessment of applications for extensions. If so required by one of the local parties, and an evaluation exists, the evaluation shall be enclosed with the application for extension. Fellesforbundet will normally grant an extension application provided that the system is not unreasonably stressful.

## **6 Termination locally**

The shop stewards/senior safety delegate may, at one month's notice, demand that the system be altered or terminated if they consider that it is unreasonably stressful. Evaluation of HSE and welfare experience may be required before presenting such a demand.

If the enterprise does not agree with the demand it may, without undue delay, refer the matter to Fellesforbundet for assessment.

Norsk Industri may request a meeting with Fellesforbundet concerning the matter if the enterprise so desires. Termination will be postponed until Fellesforbundet has reached a decision on the matter.

The period of notice for termination pursuant to this clause is of no concern for the period of notice used by LO for any approvals relating to breach of approval conditions.

**7 Elements for use to promote solutions for time off (if not included)**

To ensure the best possible unbroken free periods for the employees concerned to attend to family and welfare needs and to secure suitable working time systems, the following can be inserted in the working time systems as a collective agreement:

- a) Vacations shall be allowed in accordance with the Act relating to holidays. Holidays may be taken in each rota to achieve continuous free time solutions. However, holiday for the next holiday year may not be taken in advance for use in rotas under this framework agreement.

Employees who do not have any holiday to take, shall not suffer (have position/pay reduced).

- b) As part of this collective agreement, special compensation of 15 minutes per working day in working time systems/rotas with more than 10.5 effective working hours, shall be added in plus time calculations. Any excess time generated in the settlement calculations as a result of this, is intended as a contribution towards making it easier to balance the system in each rota; it shall not be treated as excess time according to the settlement rule in 8 below.

In addition, the following individually agreed solutions can be used, for example:

- c) Employees who, instead of using holiday time, see 7 a above, wish to use any minus time that arises as a result of the system's missing hours during the working period, may be allowed to do so by agreement with the employer. This must not be done if it conflicts with the HSE requirements in the Working Environment Act.
- d) Agreements may be made with the individual employees for taking time off in lieu of missing hours corresponding to pay for movable public holidays and feasts, by including this in the settlement calculations. This applies to overtime pay in 9 a) and remuneration for public holidays and feasts during the leisure time period under 9 c).

- e) Excess time, courses and training that are scheduled during the free time period may be used for settlement of any time owed upon agreement between the employer and employee.

## **8 Settlement for systems in accordance with this framework agreement**

Working time systems in accordance with this agreement should preferably come out even, possibly by using the means provided under 7 above. Employees shall be ensured their employment fraction and pay.

The principles in the Engineering Industry Part, Appendix 1 (Collective Agreement for Offshore Work), subsections 3.10.1, 3.10.2 and 3.10.3 apply when settling working time for personnel working on the various onshore installations and/or fixed operating sites who have average calculations for working hours.

Any minus time in systems under this agreement that can be transferred to the next settlement period, shall be limited to 37.5 hours per year. Everything in excess of 37.5 hours minus time shall be struck off at the annual settlement, without loss of pay.

If the employee has to leave owing to illness or accident, or if the employer dismisses an employee for a reason that is the fault of the employee, any minus time shall be struck off without loss of pay and the employee shall be paid for any excess time as provided for overtime.

If an employee resigns, settlement shall be calculated for rotas according to this agreement. A deduction may be made for up to 37.5 hours minus time. Everything in excess of that shall be struck off, without deduction from pay. Any excess time not used in an agreed manner shall be paid out as provided for overtime. Settlement shall be made on the first ordinary payday.

The employee shall be informed of his status after sporadic travel assignments.

Any minus time accumulated according to 7 c) above (individual agreement on incorporation) that has not been incorporated at the time of settlement, will come in addition to the minus time mentioned in the second, fifth and seventh paragraphs of this section.

**9 Remuneration for movable public holidays and feasts**

- a) For work on public holidays and feasts, employees shall be paid ordinary pay + 100% (as provided for overtime) + corresponding remuneration for public holidays and feasts according to the working plan.
- b) In the case of time off during the offshore period, remuneration shall be paid for public holidays and feasts according to the working plan.
- c) During free periods employees shall receive pay for public holidays and feasts for 7.5 hours.

**10 Waiting time**

If owing to unforeseen events work cannot commence at the agreed time, the individual enterprise shall pay the employee the lost hours at the agreed hourly rate for the project.

If unforeseen events related to the journey (transport delays etc.) result in the planned journey home being delayed, the hourly rate shall be paid for waiting time on the first day from 3 hours after the planned departure and for maximum 7.5 hours. The next day the employee shall be paid for up to 7.5 hours per 24 hours.

15:30 rota with work on Sundays, working hours from 0700 to 19:00 hours – start at 1200 hours on the first day and end at 1500 hours on the last day  
 Perquisites for the number of hours per day are: 0.25 h paid break 0900 to 0915 hours, unpaid lunch 1140 to 1200 hours, 0.25 h paid break 1545 to 1600 hours

Ex. 1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time worked
Time worked incl. breaks	Time off in hrs	Time off in hrs	1200-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	
No. of hours incl. breaks	12.5	12.5	7.5	12.5	12.5	12.5	12.5	
Breaks (paid)	0.5	0.5	0.25	0.5	0.5	0.5	0.5	
Time worked excl. breaks	11.5	11.5	7.25	11.5	11.5	11.5	11.5	85.25
No. of hours paid	12	12	7.5	12	12	12	12	95.5

Time worked incl. breaks	Time off in hrs	Time off in hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	
No. of hours incl. breaks	12.5	12.5	12.5	12.5	12.5	12.5	12.5	
Breaks (paid)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
Time worked excl. breaks	11.5	11.5	11.5	11.5	11.5	11.5	11.5	86.5
No. of hours paid	12	12	12	12	12	12	12	94

Time worked incl. breaks	Time off in hrs	Time off in hrs	0700-1900 hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	
No. of hours incl. breaks	12.5	12.5	8	12.5	12.5	12.5	12.5	
Breaks (paid)	0.5	0.5	0.25	0.5	0.5	0.5	0.5	
Time worked excl. breaks	11.5	11.5	7.25	11.5	11.5	11.5	11.5	86.25
No. of hours paid	12	12	7.5	12	12	12	12	91.5

Time worked incl. breaks	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	
Time worked incl. breaks	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	

Hours worked per rota	164.00
Hours paid per rota	171.00
15 mins. of compensation per day = Note 1	14.2
Holidays or other means	3.55
Total hours before working hour compensation	177.50 hours
Working hour compensation	5.63%
Hours paid for rota	183.09 hours

Elements used to make the scheme fully when converted to a 37.5 h week = 2.95 h x 5.63% = 3.12 hours  
 To make travel to and from the site possible on the first and last working days, the paid break on these days is divided into two, i.e. a 15 minute paid break on the first and last working days. Holidays earned if only holidays are used to cover for the missing hours  
 $52.14:5 = 10.4$  rotas x 3.12 h per rota = 32.44 h of consumed holidays = 155 h of earned holidays, i.e. 20.6 days.

Note 1

As part of this collective agreement, special compensation of 15 minutes per working day shall be added as plus time in the settlement calculations for working time systems/rotas with more than 10.5 effective working hours. Any excess time generated in the settlement calculations as a result of this, is intended as a contribution towards making it easier to balance the system in each rota; and it shall not be treated as excess time according to the settlement rules in the new framework agreement for incorporation into this agreement.



## APPENDIX 3

## SAMPLE ROTA PLANS

15-16 rate with work on Sundays, working hours from 0700 to 1900 hours – rate of 1700 hours on the first day and end of 1500 hours on the last day  
 Provisions for the number of hours per day are 0.25 h paid break 0000 to 0115 hours, unpaid break 1130 to 1200 hours, 0.25 h paid break 1545 to 1600 hours

WEEK 2

WEEK 1

WEEK 2

WEEK 3

WEEK 4

WEEK 5

Elements used to make the scheme tally when converted to a 27.5 h week: = 5.55 h x 5.63% = 10.51 hours

To make travel to and from the site possible on the first and last working days, the paid break on these days is divided into two, i.e. a 15 minute paid break on the first and last working days. Holidays earned if only holidays are used to cover for the missing hours: 52.14/5 = 10.4 rotas x 10.51 h per rota, = 109.3 h of consumed holidays = 78.2 h of earned holidays, i.e. 10.4 days.

#### Note 1

As part of this collective agreement, special compensation of 15 minutes per working day shall be added as plus time in the settlement calculations for working time systems/rotas with more than 10.5 effective working hours. Any excess time generated in the settlement calculations as a result of this, is intended as a contribution towards making it easier to balance the system in each rota; and it shall not be treated as excess time according to the settlement rules in the new framework agreement for incorporation into this agreement.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time worked
Time worked incl. breaks	Time off in hrs	Time off in hrs	1200-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	
Ns. of hours work breaks			7	12	12	12	12	
Breaks (paid)			6.25	6.5	6.5	6.5	6.5	
Time worked excl. breaks			6.75	11	11	11	11	60.25
Ns. of hours paid			7	11.5	11.5	11.5	11.5	83

  

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time worked
Time worked incl. breaks	Time off in hrs	Time off in hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	0700-1900 hrs	
Ns. of hours work breaks	12	12	12	12	12	12	12	
Breaks (paid)	0.5	0.5	6.5	6.5	6.5	6.5	6.5	
Time worked excl. breaks	11	11	11	11	11	11	11	77
Ns. of hours paid	11.5	11.5	11.5	11.5	11.5	11.5	11.5	100.2

  

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time worked
Time worked incl. breaks	Time off in hrs	Time off in hrs	0700-1900 hrs	0700-1900 hrs	Time off in hrs	Time off in hrs	Time off in hrs	
Ns. of hours work breaks	12	12	0					
Breaks (paid)	0.5	0.5	6.25					
Time worked excl. breaks	11	11	7.25					29.25
Ns. of hours paid	11.5	11.5	7.5					30.5

  

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time worked
Time worked incl. breaks	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	
Ns. of hours work breaks								
Breaks (paid)								
Time worked excl. breaks								
Ns. of hours paid								

  

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time worked
Time worked incl. breaks	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	Time off in hrs	
Ns. of hours work breaks								
Breaks (paid)								
Time worked excl. breaks								
Ns. of hours paid								

  

Hours worked per rota	161.00
Hours paid per rota	142
15 min. of compensation per day + Note 1	3.55
Holidays or other means	9.95
Total hours before working hour compensation	177.50 hours
Working hour compensation	5.63%
Hours paid for rota	187.00 hours

***Criteria for the understanding of “enterprise”  
in accordance with Chapter VIII of the Engineering  
Industry Part***

***(Applicable from 1<sup>st</sup> November 2018)***

Norsk Industri and Fellesforbundet agree on the following criteria for the understanding of “enterprise” in accordance with the Industry Agreement, Engineering Industry Part, Chapter VIII. Reference is made in this connection to the Chief State Mediator’s minutes book from the leading sector settlement in 2016. The parties agree to the following revision of the relevant criteria for business start-ups. Whether the business start-up is valid under the collective wage agreement is determined by means of an overall assessment based on the following criteria.

**Purpose of the start-up:**

- The primary purpose of the business start-up must not be to circumvent or avoid collective wage agreement obligations.
- Norsk Industri and Fellesforbundet are concerned about enterprises being able to ensure that contractual and customer obligations are followed up and that local employment is promoted.

**Requirements regarding the organisation:**

- The enterprise must have a real organisation with its own management
  - The enterprise must be clearly identifiable at the local site for employees and the rest of the world.
  - The enterprise shall be registered with the Central Coordinating Register for Legal Entities
  - The enterprise must be staffed so that it can safeguard the employer's obligations. Pursuant to the Basic Agreement, § 5-2, 3 and 4, the employer shall have a responsible representative present who the shop stewards can contact
  - The scope does not encompass situational and short-term activities
  - The fact that an enterprise is bound by a collective wage agreement does not in itself entail that an “enterprise” is in accordance with Chapter VIII of the Engineering Industry Part

**Requirements regarding the employment relationship:**

- The employee's employment relationship must be linked to the enterprise in question
  - The employer's (enterprise's) address shall be stated in the employee's employment contract
  - The employee is registered in the employer and employee register
- Changes to the employment contract follow the ordinary employment protection rules in the Working Environment Act and Basic Agreement
- Any transfer of employees between assignment locations or enterprises to avoid collective wage agreement obligations may not take place
- If the employee is sent out to work on assignments outside the enterprise, Chapter VIII will apply
- Employees may not be transferred between various assignment locations or enterprises with the effect that the travel rules do not apply

The enterprise is responsible for ensuring that the subcontractors with whom the enterprise enters into a contract with and who perform work under the scope of the agreement have an employment contract with their employees that at least ensures that the terms and conditions of the agreement with respect to minimum pay, overtime pay, working hours and travel rules have been taken into account.

**Process and follow-up**

The agreement's travel rules have been tightened significantly through the changes that have been made in the 2018 wage agreement revision. To ensure a good implementation, there is agreement that the rules shall enter into force from 1<sup>st</sup> November 2018.

Norsk Industri and Fellesforbundet will carry out regular meetings that are anchored with the management of the organisations to assess how the provisions are implemented and followed up. There may be cases in which the changes have unintentional consequences, and the parties will seek to clarify these on an ongoing basis and possibly prepare new common guides etc.



# TECHNOLOGY AND COMPUTER INDUSTRY PART

## *Chapter I* *Scope*

### **§ 1.1 Scope**

*1.1.1* The Industry Agreement / Technology and Computer Industry Part applies to enterprises in the technology and computer industries and related industries.

*1.1.2* The agreement does not encompass any members of Fellesforbundet that represent the enterprise's top management. The same applies to members of Fellesforbundet that are the enterprise's representatives for the determination of general wages and working conditions.

The defining boundaries may depend on the enterprise's organisation and in some cases the size of the enterprise.

If problems should arise in connection with defining the boundaries, a resolution shall be sought by means of local negotiations. If no agreement is reached, the question will be resolved by Fellesforbundet and Norsk Industri.

### **§ 1.2 Trade groups**

*1.2.1* At every enterprise, distinctions between adult employees are made according to their qualifications and the nature of their work.

*1.2.2* A condition for recognition as a skilled worker is that the person concerned has passed the trade examination held in accordance with the Vocational Training Act, either after serving a period of apprenticeship under contract or by gaining experience in accordance with § 3.5 of the Act (formerly § 20).

### **§ 1.3 Training**

*1.3.1* Vocational training, supplementary training and further education shall take place in accordance with the Education Act and the Vocational Training Act, and the rules and regulations

issued from time to time pursuant to these Act and the rules of the Basic Agreement.

## ***Chapter II***

### ***Working hours***

#### **§ 2.1 Ordinary daytime working hours**

***See also the Common Part, § 5.1***

- 2.1.1 When there is due reason for doing so, ordinary working hours may be worked on Saturdays between 0600 and 1200 hours.
- 2.1.2 The parties would point out that, to facilitate efficient utilisation of production equipment, it will be of great importance to establish a system of flexible working hours, including rest breaks. Therefore, based on the State Mediator's proposal at the collective negotiations in 1986, section c), subsection 5, it is recommended that the individual enterprises reach agreement on such systems.

#### **§ 2.2 Overtime**

***See also the Common Part, § 5.5***

- 2.2.1 Overtime work should be confined to a minimum and should in particular not be used in excess for or by an individual employee.
- 2.2.2 Also within the framework of the limits for overtime work stipulated by law, employees shall be entitled to be excused from overtime work for special occasions such as meetings etc. and also other private reasons.

#### **Recorded in the minutes re § 2.2**

At this year's collective bargaining the parties discussed various matters relating to overtime. There can be many reasons for overtime that vary from one enterprise to another and from time to time. The parties would urge that the individual enterprises, on the basis of the appropriate provisions of the laws and agreements, discuss how to achieve better control with and proper use of overtime.

The discussions should include the reasons for overtime work being required, the effect overtime work has on employees, and any measures that can be effected.

### § 2.3 Shift work

*See also the Common Part, § 5.2 and Common Appendix 5*

- 2.3.1 If when changing from daytime work to shift work an employee will have shorter working hours calculated over a shift cycle, the employee shall be compensated for the missing hours. The same applies when changing from shift work to daytime work.
- 2.3.2 In the event of a temporary change from daytime work to shift work or from working two shifts to three shifts, compensation for the reduced working hours shall be paid by adding to the shift worker's earnings on shift work, including overtime, for each pay period:
- from 37.5 to 36.5 hours: 2.74%
  - from 37.5 to 35.5 hours: 5.63%
  - from 37.5 to 33.6 hours: 11.61%
  - from 36.5 to 35.5 hours: 2.82%
  - from 36.5 to 33.6 hours: 8.63%
  - or the percentage obtained if working hours are reduced from other numbers of hours.
- 2.3.3 It is the intention that the shifts in a two-shift system shall alternate each week between morning and afternoon shifts. It is the intention that the shifts in a three-shift system shall alternate between combinations of morning shifts, afternoon shifts and night shifts.
- Other systems may be effected by the enterprise if production conditions so dictate. The same applies when so agreed between the parties at the enterprise.
- 2.3.4 Notice of changes in working hours shall be given as early as possible and without undue delay.

**Chapter III**  
**Determination of pay rates**  
**(See also Common Part, Chapter VII)**

**§ 3.1 Pay level and differentiation**

**3.1.1 Minimum hourly pay**

New employees:	NOK 168.03 per hour
After one year of employment:	NOK 169.74 per hour
Skilled workers:	NOK 176.05 per hour
After one year's employment as a skilled worker:	NOK 177.66 per hour

Pay for holiday substitutes or extra help may be agreed upon locally, regardless of the rates above.

*See also the Common Part, § 6.1*

- 3.1.2** The local parties shall conduct local negotiations in accordance with the Common Part, § 7.5. If no local agreement is reached on the framework for adjustment of the level of earnings, Fellesforbundet may take the matter up with Norsk Industri. If agreement is not reached at the meeting between Fellesforbundet and Norsk Industri, the parties may bring the matter before NHO and LO for final negotiations. Further guidelines for such meetings is given in the Technology and Computer Industry Part, § 3.5.

*See also the Common Part, § 7.5*

- 3.1.3** Differentiation in pay between the individual employees in an enterprise that is as fair as possible shall be sought in consideration of the guidelines stipulated below for the determination of individual pay rates, see Technology and Computer Industry Part, § 3.2.

*See also the Common Part, § 7.6*

- 3.1.4** If the pay system does not provide an overview of the wage conditions for the individual employees, shop stewards who so request shall be given lists showing the status and earnings for all of the employees that are encompassed by the Technology and Computer Industry Part.



3.1.5 The pay rates for specified employee categories may be determined collectively by agreement, see § 3.3. In connection with the creation of the Technology and Computer Industry Part for new enterprises, the local parties, even with the assistance of Norsk Industri and Fellesforbundet, shall review and determine in what parts/areas of the enterprise it would be natural for the agreement to apply collectively.

### 3.1.6 *Hourly earnings*

As from 1<sup>st</sup> April 2018 all hourly rates will be raised by NOK 1.00 per hour. For two-shift workers who work a 36.5 hour week, the hourly rate will be raised by NOK 1.03 per hour. For three-shift workers who work a 35.5 hour week, the hourly rate will be raised by NOK 1.06 per hour, and for three-shift workers who work a 33.6 hour week, the hourly rate will be raised by NOK 1.12 per hour.

The parties at the separate enterprises may agree that the hourly rate shall be increased by the percentage that NOK 1.00 represents of the average hourly rate for adult workers at the particular enterprise in the fourth quarter of 2017. If the parties so agree, the adjustment of rates can be based on groups of employees. Any general supplements allowed by the enterprise that were not reflected in the pay statistics for the fourth quarter of 2017 shall be taken into consideration in these calculations.

The wage rises do not apply for employees who left their employment with the enterprise before the proposal was adopted. Overtime, back-payment of overtime supplement, shift allowance etc. will not be recalculated for work performed before the proposal was adopted.

### *Recorded in the minutes re § 3.1*

The Technology and Computer Industry Part presupposes that real negotiations are conducted. Therefore, it contains very few pay rules.

Norsk Industri and Fellesforbundet therefore request that the local parties make an effort to conduct the local negotiations in accordance with the criteria stipulated by the agreement for the determination of pay rates.

The parties shall also assess the size of the shift supplements in connection with the local negotiations.

### **§ 3.2 Determination of individual pay rates**

3.2.1 The enterprise determines the pay rate for each employee on an individual basis, based on an objective assessment of the individual's competence, i.e. based on the best possible discretionary and systematic job and performance assessment.

3.2.2 *Guidelines and assessment criteria for individual pay*  
To ensure the profitability and security of the employees through a determination of pay rates that is as objective and motivating as possible, the enterprise and the shop stewards shall discuss the guidelines and assessment criteria on which the future determination of pay rates is based, with a view to reaching an agreement. Such guidelines must be in writing.

3.2.2.1 Job assessment means an assessment of the individual employee's area of work and responsibility, education and experience that is required for the job or of importance to the job in question, physical and psychological working conditions, etc.

3.2.2.2 Performance assessment means an assessment of the individual's way of performing the work, such as work capacity, interpersonal skills, willingness to work, initiative, functionality, etc.

### **§ 3.3 Collective determination of pay rates**

3.3.1 Different pay systems may be used for a collective determination of pay rates. Agreements on pay systems shall be made in writing.

3.3.2 Supplements shall be paid to individual employees based on skill, competence, experience, responsibility and job content.

To ensure that assessment of the individual employees is as objective as possible, guidelines shall be established for determining these supplements.

3.3.3 If central collective agreement supplements are granted based on the agreement's average pay and the level of the Technology

and Computer Industry Part is above this average due to its vertical nature, in the subsequent local negotiations it shall be assessed whether such supplements shall nevertheless be granted in connection with the adjustment of the collective pay rates for the operators.

### **§ 3.4 Pay rules for apprentices and young employees**

**3.4.1** The parties have agreed that the above pay rules linked with Reform '94 shall apply, provided that the government grants towards apprenticeships are the same as was foreseen when introducing the reform.

#### **3.4.2** *Young employees*

The hourly earnings for young employees under the age of 18 shall represent a percentage of the minimum hourly earnings for new employees (Technology and Computer Industry Part, 3.1.1).

15	15 ½	16	16 ½	17	17 ½	years
53	56	61	70	80	90	per cent

**3.4.3** Trainees are paid according to subsection 3.4.1. Raises are given for a secondary school foundation course and advanced course(s) in accordance with the rules for reductions in the training plan.

### **§ 3.5 Guidelines for organisational meetings in accordance with 3.1.2**

#### **3.5.1** *Purpose*

The purpose of the meeting will be to find a resolution for the local pay dispute based on the provisions in the Technology and Computer Industry Part, § 3.1.2.

#### **3.5.2** *Content*

- Local minutes form the basis for the meeting.
- Parties' demands and offers, and any adjustments/modifications
- The local parties give a separate account of the process until the conclusion of the offer/demand. This account shall include the following:

- What background material and other information has been presented.
- Whether real negotiations have been conducted and whether the parties have exhibited a willingness to reach a result.
- Review of the factors that are stressed in accordance with the Common Part and Technology and Computer Industry Part.
- Ensure that the parties have the same understanding of the facts.

### 3.5.3 *Solution*

Based on the information that has been disclosed, the central parties shall influence the local parties to find a resolution for the local pay dispute.

## *Chapter IV*

### *Performance-linked pay*

#### **§ 4.1 Bonus systems**

- 4.1.1* Bonus systems consist of a fixed pay portion and a smaller variable portion, common to the whole enterprise, the department or a group.
- 4.1.2* Various forms of bonus systems may be used. bonus systems must be agreed upon in writing. Measurement criteria such as the frequency of injuries and sick leave absence should be avoided.
- 4.1.3* In bonus systems, the employees are guaranteed the fixed portion of the pay system.
- 4.1.4* All employee categories can be included in bonus systems by agreement..
- 4.1.5* The parties recommend that productivity agreements be established at enterprises where the bonus system is used.

## **§ 4.2 Piecework**

- 4.2.1 Piecework is work for which all or part of the earnings varies according to performance, the quantity produced etc.
- 4.2.2 Various piecework systems may be used. A written agreement must be made in advance determining the system of pay.

## **§ 4.3 Productivity agreement – productivity shop steward**

- 4.3.1 When a pay system with a special productivity or production agreement so requires, an agreement may be made to the effect that the employees shall elect a productivity shop steward, who shall receive pay from the enterprise for the time the parties have agreed shall be spent on this work. The productivity shop steward shall be an employee who knows the enterprise well (see § 5-3 (1) of the Basic Agreement). This shop steward shall work on productivity issues in close contact with all stages in the chain, and shall have a particular responsibility for promoting a general understanding of how each individual can contribute towards improving the competitiveness of the enterprise, so creating economic conditions that ensure good, secure jobs.

## ***Chapter V***

### ***Supplements for overtime, shift work, etc.***

## **§ 5.1 Overtime supplement**

- 5.1.1 The rules on remuneration for overtime work applies only to employees who are encompassed by the Working Hours Chapter in the Working Environment Act.
- 5.1.2 For the week's first five working days, a 50% supplement shall be paid for work until 2100 hours. A 100% supplement will be paid after that. Employees who are instructed to report to work overtime shall be paid for two hours, irrespective of whether the overtime work was performed in less time. This does not apply when overtime is worked as a continuation of ordinary working hours.

### 5.1.3 *Offset working hours*

If working hours are moved, payment shall be the same as for overtime.

### 5.1.4 *Work on agreed days off*

For work on free Saturdays and other agreed time off, employees who should have been off duty shall be paid a 50% supplement. However a 100% supplement shall be paid for time worked after 1200 hours on Saturdays and after 1700 hours on other weekdays.

### 5.1.5 *Overtime on Sundays and public holidays and the days preceding these days*

For overtime work after ordinary working hours on Saturdays and days preceding public holidays and work on Sundays and public holidays, a supplement of 100% shall be paid.

### 5.1.6 *Overtime directly linked with shift work*

Shift workers who work overtime before or after a shift, shall be paid the ordinary overtime percentages in addition to the shift supplement for their shift.

## § 5.2 **Overtime basis**

The overtime basis for hourly paid employees consists of the hourly earnings excluding overtime and shift supplements for the individual workers for the last known quarter. For monthly paid employees the overtime basis can be calculated by dividing the individual's monthly pay by the actual number of weekly hours x 41/3.

## § 5.3 **Shift work compensation**

### 5.3.1 *Shift work supplement*

No supplement is paid for the first shift, and the shift supplement is agreed upon otherwise locally. Separate supplements shall be agreed on for shifts after 1400 hours on days before Sundays and public holidays, and for the eve of Christmas Day, New Year's Day, Easter Sunday and Whit Sunday.

- 5.3.2 When less than fourteen (14) days' notice is given of changing from ordinary daytime work to shift work and from two-shift to three-shift work a one-off compensation agreed upon locally shall be paid.

**§ 5.4 Extremely dirty work**

*See also the Common Part, § 9.3*

A supplement for extremely dirty work may be agreed upon locally.

**Chapter VI**  
***Travel on official business***

**§ 6.1 Travel allowance**

- 6.1.1 Travel on official business will be reimbursed according to the enterprise's travel allowance scale.

- 6.1.2 If the enterprise does not have a travel allowance scale, one of the following three schemes shall be agreed on before an employee travels on official business:

- a fixed per diem and lodging allowance per day, week or month
- the enterprise covers board and lodging at no expense to the employee in question
- board and lodging expenses are reimbursed by expense account

If a private car is used for official business, then an allowance shall be stipulated for this. If not otherwise agreed, the government travel allowance scale shall be used.

**§ 6.2 Compensation for travel time outside of the individual's ordinary working hours**

- 6.2.1 Compensation for travel outside of working hours shall be paid according to the enterprise's guidelines for such compensation.

- 6.2.2 If there are no special guidelines, an allowance may be agreed on for each individual instance of travel outside of ordinary working hours. Such an agreement should be made prior to departure whenever possible.

## ***Chapter VII***

### ***Other rules***

#### **§ 7.1 Parties' mutual obligations**

- 7.1.1 The enterprises this agreement concerns may not engage any employees for the regular work of the enterprise, on conditions that are poorer than those stipulated in the Agreement.

##### ***Entry in the minutes***

The parties agree that the enterprise should adopt a personnel policy that is based according to the enterprise's and individual group's situation on leave, welfare and social schemes being identical, regardless of what collective wage agreement the individual employee is under.

## ***Chapter VIII***

### ***Appendices***

#### **§ 8.1 Appendices to the Technology and Computer Industry Part**

The separate appendices to this agreement part are as follows:

##### ***Appendix 1 Collective Agreement for Offshore Work***

Appendix 1 to the Engineering Industry Part also applies in this part, however, references shall be made correspondingly to the Technology and Computer Industry Part.

##### ***Appendix 2 Framework Agreement on Working Hour Systems for Major Works***

Appendix 2 to the Engineering Industry Part also applies in this part, however, references shall be made correspondingly to the Technology and Computer Industry Part.



*Appendix 3 Framework Agreement for Incorporating  
Onshore Work with Daily Working Hours in  
Excess of 10.5 Hours with/without Work on  
Sundays*

Appendix 3 to the Engineering Industry Part also applies in this part, however, references shall be made correspondingly to the Technology and Computer Industry Part.

# NEXANS PART

## *Chapter I* *Scope*

### **§ 1.1 Scope**

The Industry Agreement / Nexans Part applies to enterprises in the Nexans Group.

When new production methods entail a change in the operations or require new competence, they shall still be classified under this part of the agreement.

### **§ 1.2 Vocational training**

*1.2.1* A condition for recognition as a skilled worker is that the person concerned has passed the trade examination held in accordance with the Education Act, either after serving a period of apprenticeship under contract or by gaining experience in accordance with § 3.5 of the Act.

### **§ 1.3 Training**

*1.3.1* Vocational training, supplementary training and further education shall take place in accordance with the Education Act, and the rules and regulations issued from time to time pursuant to this Act and the rules of the Basic Agreement.

*1.3.2* Norsk Industri and Fellesforbundet recommend that the local parties adapt their organisations and in-company agreements to allow for the requirements that will result from new technology.

*1.3.3* The parties agree that the enterprise's training plans shall be assessed by cooperative bodies that have already been established, such as BU, DU or AU, at least once a year, or in another manner that the parties may agree upon locally.

## ***Chapter II***

### ***Working hours***

#### **§ 2.1 Ordinary daytime working hours**

**See also the Common Part, § 5.1**

##### ***2.1.1 Ordinary working hours***

Daytime working hours shall be between 0600 and 1700 hours for the first five working days in the week.

The same applies to days preceding public holidays that do not fall on Saturday, with the exception of Christmas Eve and New Year's Eve, when the work has been suspended as a result of local agreements on working days that are wedged in and holidays.

The parties would point out that, to facilitate efficient utilisation of production equipment, it will be of great importance to establish a system of flexible working hours, including rest breaks. Therefore, it is recommended that the individual enterprises reach agreement on such systems between 0600 and 1800 hours.

##### ***2.1.2 Flexible working hours***

The agreement must specify what employees are encompassed by the agreement.

With regard to the length of the workday and overtime, reference is made to the Working Environment Act and the rules in the agreement.

#### **§ 2.2 Overtime**

**See also the Common Part, § 5.5**

##### ***2.2.1*** Overtime work should be confined to a minimum and should in particular not be used in excess for or by an individual employee.

#### **§ 2.3 Shift work**

**See also the Common Part, § 5.2**

##### ***2.3.1*** Shift work should be performed during the hours it is necessary to the extent it is permitted by law. Whenever possible the enterprise shall arrange the production to ensure stable

employment of the workers. As a rule shift work shall start at the beginning of the work (Monday) upon 48 hours' notice whenever possible.

- 2.3.2 If when changing from daytime work to shift work an employee will have shorter working hours calculated over a shift cycle, the employee shall be compensated for the missing hours. The same applies when changing from shift work to daytime work.
- 2.3.3 It is the intention that the shifts in a two-shift system shall alternate each week between morning and afternoon shifts. It is the intention that the shifts in a three-shift system shall alternate weekly between combinations of morning shifts, afternoon shifts and night shifts.

Other systems may be effected by the enterprise if production conditions so dictate. The same applies when so agreed between the parties at the enterprise.

- 2.3.4 Notice of changes in working hours shall be given as early as possible.
- 2.3.5 If individual medical problems arise for employees working shift hours, an attempt will be made to solve these problems in cooperation with the appropriate shop steward, medical department (including the Vocational Rehabilitation Committee) and the personnel department.

### ***Chapter III***

#### ***Determination of pay rates***

#### **§ 3.1 General matters**

***See also the Common Part, § 6.1***

- 3.1.1 The pay group and rates will be specified in the local agreements.
- 3.1.2 As from 1<sup>st</sup> April 2018 all hourly rates will be raised by NOK 1.00 per hour. For two-shift workers who work a 36.5 hour week, the hourly rate will be raised by NOK 1.03 per hour. For three-shift workers who work a 35.5 hour week, the hourly rate will be raised by NOK 1.06 per hour, and for three-shift workers

who work a 33.6 hour week, the hourly rate will be raised by NOK 1.12 per hour.

The parties at the separate enterprises may agree that the hourly rate shall be increased by the percentage that NOK 1.00 represents of the average hourly rate for adult workers at the particular enterprise in the fourth quarter of 2017. If the parties so agree, the adjustment of rates can be based on groups of employees. Any general supplements allowed by the enterprise that were not reflected in the pay statistics for the fourth quarter of 2017 shall be taken into consideration in these calculations.

The wage rises do not apply for employees who left their employment with the enterprise before the proposal was adopted. Overtime, back-payment of overtime supplement, shift allowance etc. will not be recalculated for work performed before the proposal was adopted.

### **§ 3.2 Minimum hourly pay**

*See also the Common Part, § 6.1*

The enterprise undertakes not to employ any workers at terms that are poorer than those stipulated in the agreement.

### **§ 3.3 Pay rules for apprentices and young employees**

*See also the Common Part, § 3.9*

3.3.1 Reference is made to the fact that apprentices based on the "old scheme" are still paid at the old scale in the STK Agreement 96/98.

3.3.1.1 The enterprise shall enrol the apprentices for the obligatory school education and give the apprentices the required time off without any loss of earned income.

3.3.1.2 Adult employees with a minimum of two years' experience as apprentice at the enterprise shall be paid a supplement of one seniority step as skilled worker in accordance with the local pay scale. This presupposes that the theoretical part of the vocational training and the trade examination have been completed and approved.

3.3.2 *Apprentices after Reform '94*

The parties have agreed that the above pay rules linked with Reform '94 shall apply, provided that the government grants towards apprenticeships are the same as was foreseen when introducing the reform.

For the negotiation minutes

For apprentices who do not pass the ordinary trade examination, a new trade examination can be taken in accordance with § 19 of the Education Act. The parties request that the enterprises enter into such a voluntary agreement between the training enterprise and the apprentice for an extended apprenticeship so that a new examination can be taken.

3.3.3 *Young employees*

The pay rates for young employees shall represent a percentage of the beginner pay for the first (lowest) pay group after attaining the age of:

15	15 1/2	16	16 1/2	17	17 1/2	years
53	56	61	70	80	90	per cent

3.3.4 Pupils who have been temporarily exempted from compulsory school attendance shall be paid at the scale for young employees for work at the enterprise.

Pupils who have selected work as an optional subject or are participating in a placement week shall be paid at the scale for young employees for work at the enterprise outside ordinary school hours and on days when there is no school, see also § 11-1 of the Working Environment Act. Pupils below the age of 15 shall be paid at the age 15 rate for young employees.

§ 3.4 **Statistics**

The enterprise will record wage statistics that distinguish between the individual groups. The statistics will be sent to the workplace branches on a quarterly basis.

The parties agree that the statistical data that is desired in accordance with the agreement between LO, NHO and possibly Norsk Industri and Fellesforbundet as well, shall be made

available to them. This data shall also be made available to local trade unions that are encompassed by the Nexans Part.

In addition, the parties agree on possibly making additional statistics available for this collective agreement sector upon further agreement between the local parties.

### **§ 3.5 Gang foreman, leading hand, temporary foremen**

An employee who is appointed gang foreman or leading hand or who temporarily functions as a foreman, shall receive additional pay. Further guidelines for and the amount of the raise shall be determined in the local agreement.

## ***Chapter IV Pay systems***

### **§ 4.1 Pay rules in general**

***See also the Common Part, § 7.1***

**4.1.1** Various types of pay systems, such as time-related/fixed pay and bonus systems may be agreed upon.

**4.1.2** Agreements concerning pay systems may be terminated upon one (1) month's notice, if not otherwise agreed. It is a condition that negotiations are conducted between the parties at the enterprise before such notice is given.

If one of the parties requests assistance from the organisations for formulating a pay system or clarifying interpretation issues related to the collective agreement, such a meeting shall be held without undue delay. This also applies if the organisations agree to hold an organisational meeting to discuss adjustments in pay. Notice shall be deferred until such a negotiatory meeting has been held.

**4.1.3** Individual pay rates shall be determined based on skill, competence, experience, responsibility and job content. Pay rates are determined on the basis of a local agreement.

Raises given under a collective agreement since the last assessment was made, shall be taken into consideration when making the assessment.

- 4.1.3.1 Norsk Industri and Fellesforbundet recommend that the parties at the individual enterprises consider whether higher earnings should be given to employees who have special qualifications or knowledge beyond what normally is required for skilled, specialised and unskilled workers.
- 4.1.3.2 The established differentiation in pay between skilled, specialised and unskilled workers should also be reviewed at local wage adjustments.

Skilled workers who hold the trade certificate required for their work, shall be paid as skilled workers.

## **§ 4.2 Time-related/fixed pay**

- 4.2.1 Fixed pay portion is specified as the annual wages. A full-time equivalent is 1950 hours (1732 hours for continuous shift work).
- 4.2.2 Different time-related/fixed pay systems may be used for parts of the Nexans Group. Time-related/fixed pay systems must be agreed upon in writing.

## **§ 4.3 Bonus system**

- 4.3.1 Bonus systems consist of a fixed pay portion and a smaller variable portion, common to the whole enterprise, the department or a group.
- 4.3.2 Various forms of bonus systems may be used. Agreements on bonus systems shall be made in writing.
- 4.3.3 The fixed pay portion is dealt with in accordance with the provisions in "Time-related/fixed pay".
- 4.3.4 The variable pay portion is made dependent on the production result for the enterprise or group. Other criteria may be agreed upon. Guidelines shall be agreed upon for this portion, but measurement criteria such as the frequency of injuries and sick leave absence should be avoided.
- 4.3.5 In bonus systems, the employees are guaranteed the fixed portion of the pay system.
- 4.6 Other employee categories can be included in bonus systems by agreement.



- 4.3.7 The parties recommend that productivity agreements be established at enterprises where a bonus system is used.

Recorded in the minutes re § 4.3

The parties agree to discuss the establishment of bonus agreements that should encompass all the employees within the specific measurement areas.

**Chapter V**  
***Special rules regarding pay***

**§ 5.1 Remuneration for public holidays, 1<sup>st</sup> and 17<sup>th</sup> of May and other agreed days off**

- 5.1.1 Working hours lost on Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day, Boxing Day, 1<sup>st</sup> and 17<sup>th</sup> of May and agreed days off shall be paid at the normal rate.

- 5.1.2 For shift work that is reduced the day before Ascension Day, full working hours shall be paid (day with ordinary shift supplement after 1800 hours).

The above applies provided the duration of the employment has been at least 30 days.

- 5.1.3 For continuous shift work between 1400 hours on days preceding public holidays and 2200 on the last public holiday, a supplement of 100% of the ordinary pay shall be paid instead of the ordinary shift supplement. This system applies also from 1400 hours on Saturday until 2200 hours on Sunday.

**Chapter VI**  
***Supplements for overtime, shift work, etc.***

**§ 6.1 Overtime supplement**

- 6.1.1 A 50% supplement shall be paid for work on the first five working days in the week after the end of ordinary working hours. A 100% supplement shall be paid for work after 2100 hours.

Employees who report to mandatory overtime time that is not immediately before or after ordinary working hours shall be paid for two extra hours, in addition to the actual time stamped in. This does not apply to overtime work that can be performed in connection with ordinary working hours on the basis of operational factors.

- 6.1.2 For offset working hours, the rules in section 6.1.1 apply.
- 6.1.3 Mandatory work on Saturdays, agreed days off and days preceding public holidays after the end of ordinary working hours or a shift work plan, and mandatory work on Sundays, 1<sup>st</sup> and 17<sup>th</sup> of May and public holidays until the start of ordinary working hours or a shift work plan shall be paid at 100% of the clocked-in time.
- 6.1.4 Shift workers who work overtime before or after a shift, shall be paid the ordinary overtime percentages in addition to the shift supplement for their shift.
- 6.1.5 *Food and food allowance for overtime*  
For overtime work on the first five working days in the week with a duration of at least 2 hours, the enterprise shall provide a free meal or other food.

For overtime work in excess of 5 hours, the enterprise shall provide additional food. If food cannot be provided because the overtime was ordered at short notice, a food allowance of NOK 86.50 will be paid for overtime work after at least two hours and for in excess of five hours.

For overtime work ordered on Saturdays, Sundays, 1<sup>st</sup> and 17<sup>th</sup> of May and other agreed days off, which will last for over 5 ½ hours, the enterprise shall provide free food. If overtime work on the aforementioned days lasts in excess of 8 hours, the enterprise shall also provide free food.

If food is not provided, a food allowance of NOK 86.50 will be paid for at least 5½ hours, and an additional NOK 86.50 for in excess of eight hours.

## § 6.2 Overtime basis

Reference is made to the local agreements with regard to the overtime basis.

## § 6.3 Shift work supplement

6.3.1 For work in a two-shift system (36.5 hours a week) the following supplements shall be paid per hour:

- First shift: until 1400 hours on Saturday: None
- Second shift: NOK 19.45
- For shift work after 1400 hours on days before Sundays and public holidays: NOK 41.54
- From 1400 hours on the eve of Christmas Day, New Year's Day, Easter Sunday and Whit Sunday: NOK 59.57

For every hour after 2400 hours, the same supplement as for the third shift.

6.3.2 For work in a three-shift system (35.5 hours a week) the following supplements shall be paid per hour:

- First shift: until 1400 hours on Saturday: None
- Second shift: NOK 20.04
- Third shift: NOK 29.82
- For shift work after 1400 hours on days before Sundays and public holidays: NOK 42.75
- From 1400 hours on the eve of Christmas Day, New Year's Day, Easter Sunday and Whit Sunday: NOK 61.24

6.3.3 *Transition from normal working hours to shift work*

For transitions from normal working hours to shift work and vice versa, as well as a change in the shift rhythm, payment for the remaining working days in the week (up to five working days) shall be the same as for overtime. Other arrangements may be agreed upon locally in this context.

6.3.4 Shift workers who lose a shift before public holidays due to the agreement, local agreements and rules on working hours in the Working Environment Act, shall have the same remuneration for these shifts as for a public holiday. If part of a shift is lost on

these days, remuneration shall be paid in proportion to the time lost, see § 5.1.

- 6.3.5 For production work that is to be performed on a part-time basis (minimum rate for the Nexans Part's second shift supplement) a part-time supplement shall be paid from 1530 hours or from the time agreed upon locally between the parties.

**§ 6.4 Dirty work – working clothes**  
***See also the Common Part, § 9.3***

6.4.1 *Dirty work*

In connection with the annual "certificates of pay and tax deducted" the enterprise shall ensure that whoever has received a dirty work allowance is provided with the documentation they require for their tax return. It will be ensured that collective agreement adjustments of the dirty work allowance are implemented in both the allowance for sporadic dirty work and the portion that is included in the fixed pay.

6.4.2 *Working clothes*

Any antistatic working clothes etc. that have been issued shall be used.

***Chapter VII***  
***Work outside the enterprise***

**§ 7.1 General provisions**

This chapter applies to all the employees who are given assignments outside of the enterprise, but not employees who are recruited at the assignment location. These employees are also subject to the provisions in the agreement.

**§ 7.2 Assignments outside the enterprise**

7.2.1 *Travel to and from the assignment location*

- 7.2.1.1 The time required to prepare for the journey based on the circumstances in each individual case shall be paid at the hourly earnings rate. The hourly earnings rate is similarly paid for 4 hours after returning home, when the period of absence has been

more than 8 full days. If the period of absence has been over 4 weeks, payment shall be made for one day (7.5 hours).

- 7.2.1.2 Ticket expenses are approved according to an expense account for boats (first class), trains (second class) and aircraft.
  - 7.2.1.3 When sleeping accommodation cannot be obtained, all of the travel time shall be paid at the overall hourly earnings rate. With sleeping accommodation travel time is paid during ordinary working hours until 2000 hours.
- The working hours shall be adapted to the local conditions and calculated as stipulated in Chapter II.
- 7.2.1.4 For travel on major public holidays, Christmas, Easter and Whitsun, from 1300 hours on the eve of Christmas Day, Easter Sunday and Whitsun until 2200 hours on the last public holiday, a supplement of 100% shall be paid in addition to the hourly earnings.
  - 7.2.2 A supplement of 20% in addition to the hourly earnings is paid when the workplace is so far away that the employee cannot spend the night in his/her home. Overtime and shift supplements are paid otherwise as specified in Chapter VI.
  - 7.2.3 Enterprise shall provide satisfactory lodging Guidelines for lodging and guidelines for dining, changing and washing rooms, as well as sanitary installations at the workplace, shall be agreed upon between the parties.

The guidelines shall comply with the Director of Labour Inspection's Regulations No. 391.

By 15<sup>th</sup> May 2002, the standard of accommodation in workmen's living quarters shall be single rooms with a shower and toilet in each room.

- 7.2.4 Allowances for travel, board and lodging at the workplace shall be paid by expense account or as agreed (equality between workers and staff).
- 7.2.5 *Journeys home*  
Assignments lasting one month in Norway give entitlement to a free journey home. Thereafter a free journey home is granted

every third week, including journeys home in connection with Christmas and Easter and the individual employee's scheduled holiday. Journeys home shall be adapted to the operational circumstances and agreed on in each individual case with the operations supervisor.

### **§ 7.3 Travel abroad**

For travel abroad agreement shall be made in each particular case.

### **§ 7.4 Lay-offs and alternative work**

Employees at the various Nexans departments that may risk lay-offs and/or alternative work at other Nexans departments due to employment difficulties. In such cases the provisions in the Nexans Part, 7.2.2, first sentence do not apply.

## ***Chapter VIII*** ***Other rules***

### **§ 8.1 Safety and environmental work** ***See also the Common Part, § 9.1.***

#### ***8.1.1 Purpose of the work***

The enterprise shall seek to eliminate hazardous workplaces through systematic work with physical and psychological environmental factors. This shall be carried out by changing the conditions at the actual workplace, i.e. eliminating the cause of the health hazard by means of technical and administrative measures. If the measures cannot be carried out immediately, then all possible actions shall be taken to prevent the hazardous effect of the work.

8.1.1.1 Employees who can no longer fulfil their current position requirements due to health reasons shall as a rule be offered reasonable and genuine alternative work at the enterprise.

#### ***8.1.2 Organisation of the work***

A central Working Environment Committee (AMU) has been established at the enterprise.

- 8.1.2.1 In accordance with the decentralisation process, division and department committees have been established as local Working Environment Committees. The composition of the central and local Working Environment Committees shall be in accordance with the provisions of the Working Environment Act and regulations relating to safety delegates and Working Environment Committees.

Engaging all of the employees in environmental work is a goal. To achieve this, the cooperative bodies in the divisions and departments also function as local Working Environment Committees.

8.1.2.2 Mandate

1. The Working Environment Committee shall contribute to systematic environmental work in each individual area. The individual Working Environment Committees are governing and decision-making bodies for environmental matters.
2. A prerequisite for the individual Working Environment Committees being able to contribute to the best possible working environment is being advised of plans for expansion, changes or investments in machinery, equipment new work arrangements, etc., well in advance.

Details of the composition, organisation, etc. are regulated in local agreements.

- 8.1.3 An attempt should be made to solve acute problems that may arise at the enterprise in accordance with the collective agreement, laws and regulations. If necessary the Director of Labour Inspection or other public agency should be contacted.

- 8.1.4 With a view to counteracting health hazards and preventing injuries, it may also be relevant to take the introduction of special technical aids, job rotation or other organisational measures up for discussion between the parties at the enterprise, in addition to the use of safety equipment (including extra rest breaks) (see Working Environment Act, § 7-2 (5)).

8.1.5 *Safety equipment*

The enterprise shall provide the necessary safety equipment as required. Further guidelines will be prepared at the enterprise.

8.1.5.1 The enterprise's Working Environment Committee may propose mandatory use of safety equipment, including personal safety equipment (see Working Environment Act, § 3-2 (2)). Necessary personal safety equipment and protective footwear shall be issued to the employees as required. Any safety equipment issued shall be used.

8.1.6 The parties agree on the importance of an efficient occupational rehabilitation based on in-company measures of various types.

The main goal of rehabilitation work is to ensure that everyone who so desires should be given an opportunity to make a work contribution in accordance with his/her abilities, preferably in the form of ordinary work.

In enterprises that have established a Working Environment Committee, the committee shall coordinate all the rehabilitation work at the enterprise, unless the parties agree to another arrangement. This requires that the individual enterprises agree upon further guidelines for this work.

The Working Environment Committee assesses measures aimed at ensuring that disabled employees will be able to retain or be given work that is appropriate for them. Opportunities for work outside the enterprise may also be relevant, provided this will satisfy the needs of the employees better. The employees' own wishes should be taken into consideration in such cases.

As part of the enterprise's rehabilitation programme and in cases where there is a medical assessment by a physician or company medical officer, the question of a combination of adapted working hours and national insurance benefits for the disabled employee may be included in the enterprise's overall assessment of relevant measures for the individual. (see Working Environment Act § 4-1 (4) and § 4-6)

8.1.7 The intention of the provisions in the Working Environment Act is, for example, that the individual employee's abilities shall be taken into consideration. This means that the enterprise shall make arrangements whenever possible so that disabled employees can also work there. This is stated, for example, in § 4-1 (4) and § 4-6 of the Working Environment Act.



The aim of the Working Environment Act is to give the employees:

- full protection against harmful effects
- job protection
- a meaningful work situation
  - The employees should be able to contribute to this themselves, through, in particular, the provisions in § 2-3 of the Act
  - The employer should ensure this in particular through the provisions in § 2-1, § 3-1, § 3-2, 4, § 10-2 (1), § 10-11 (7), § 11-4 (1) and § 18-6 (3) (4) of the Act
  - Safety and health personnel shall assist the parties

The parties realise that there will be employees who require rehabilitation beyond preventive environmental work.

The authorities have established various financial assistance schemes with a view to stimulating more rehabilitation activities.

The Working Environment Committee will provide appropriate material with a view to guidelines for the parties at the individual enterprises in connection with the organisation and execution of in-company rehabilitation.

**8.1.8** The parties acknowledge that high age and impaired health are factors that are currently focused on and taken into consideration in the Working Environment Act, and the parties will focus on these factors at the individual enterprises.

In addition, the parties are aware that heavy lifting, working on shifts and overtime, travel assignments and dirty work may result in an undesirable strain for these employees. Therefore, whenever possible elderly employees and employees whose health is impaired should be excused from this if it is recommended by a doctor or the employee so desires.

Beyond what is mentioned in this paragraph, the parties have established a model in-company rehabilitation agreement between the management personnel, employees and local job placement service.

8.1.9 *Contractual insurance scheme for occupational injuries and diseases*

For all the employee who are encompassed by this agreement, the enterprise has taken out insurance that covers occupational injuries and diseases on an objective basis in accordance with the current statutory provisions.

- 8.1.10 The enterprise has introduced internal control, and therefore there is a need to ensure that those who are responsible for systematic environmental work on a daily basis (managers, senior safety delegates, safety delegates and Working Environment Committee members) receive the necessary training so that they can satisfy the requirements of internal control.

## ***Chapter IX Appendices***

### **§ 9.1 Appendices to the Nexans Part**

The separate appendices to this agreement part are as follows:

- Appendix 1 Collective Agreement for Offshore Work*  
Appendix 1 to the Engineering Industry Part also applies in this part, however, references shall be made correspondingly to the Nexans Part.
- Appendix 2 Framework Agreement on Working Hour Systems for Major Works*  
Appendix 2 to the Engineering Industry Part also applies in this part, however, references shall be made correspondingly to the Nexans Part.
- Appendix 3 Framework Agreement for Incorporating Onshore Work with Daily Working Hours in Excess of 10.5 Hours with/without Work on Sundays*  
Appendix 3 to the Engineering Industry Part also applies in this part, however, references shall be made correspondingly to the Nexans Part.

# TEXTILE AND APPAREL INDUSTRY PART

## *Chapter I* *Scope*

### **§ 1.1 Scope**

The Industry Agreement / Textile and Apparel Industry Part applies to employees in textile, knitwear, ready-made clothing, shoe, sailmaker, tannery, leather/sporting goods and fur enterprises.

When new production methods entail a change in the operations or require new competence, they shall still be classified under this part of the agreement.

The agreement encompasses employees in production, service/maintenance and stockrooms, as well as boiler operators, drivers and security and cleaning personnel.

### **§ 1.2 Parties' mutual obligations**

The enterprises this agreement encompasses may not engage any employees for regular work at the enterprise, on conditions that are poorer than those stipulated in the agreement.

## *Chapter II* *Pay rules*

### **§ 2.1 Determination of pay rates**

*See also the Common Part, § 6.1*

Various forms of pay rate determination such as time-related/fixed pay, bonuses and piecework may be used.

### **§ 2.2 Normal pay rate**

*Employees over the age of 18*

#### Group I

Beginners:	NOK 140.63 per hour
After four months of employment	NOK 146.43 per hour
After one year of employment	NOK 147.56 per hour
Young employees under the age of 18:	NOK 116.10 per hour
After four months of employment:	NOK 120.77 per hour

### Group II:

Personal pay is set for employees in this group, as well as working foremen and chain managers.

At the annual conference between the management and shop stewards, the principle or form in which the enterprise determines pay rates for skilled workers and boiler operators, as well as workers in Group II, may be discussed. For this conference shop stewards shall be supplied with updated lists of the individual hourly pay for all of the skilled workers, boiler operators and employees in Group II. If the individual employee considers that unreasonableness exists that may give cause for renewed assessment of the individual hourly pay, the shop steward may take the matter up with the management's representative on behalf of the employee.

Examples of positions and operations that belong under Group II.

- Boiler operator
- Drivers
- Car driver assistants
- Stockroom workers
- Cleaning personnel
- Service and maintenance personnel
- Reserve personnel
- Fur sewers

### *Clothing mills*

- Dimensioned cutting
- Classification
- Machine repair work
- Security guard service
- Trill machine supervisor
- Qualified alteration work
- Full stitch pattern sewing
- Full stitch sewing
- Invisible mending
- Work with computer-aided drawings for cutting
- Work with computer-aided spreading and cutting machines

Textile mills

- Wool classifier that is licensed or approved by the enterprise
- Finished product controller for yard goods
- Dyestuff weigher and senior dyers
- Loom adjuster
- Circular comb and segment repair
- Repair of tying equipment
- Maintenance foreman
- Card grinder
- Pattern sewer
- Widening/cutting of adhesive tape
- Tape extruder machine operator
- Measurement and control of finished product (wire rope)
- Splicer, approved by the enterprise
- Preparation and mixing for extruder
- Measurement and control of finished product
- Joining, trapping and cork attachment on new equipment
- Installation of salmon fishing nets
- Installation of trawl nets and the associated clipping
- Furnace operator
- Skilled mechanic
- Emulsion mixer
- Number one man at fibreglass plants
- Fibreglass plant foreman

**§ 2.3 Experience supplement**

With regard to advancement up to the one-year rate, experience gained in the textile and apparel industry shall apply for the individual worker regardless of the nature of the work, even if he/she is transferred to other work in the same or a different enterprise.

Workers with relevant vocational school or upper secondary level 1 or 2 training in textiles and sewing will have their time at school added to the length of their experience.

Legitimate absence up to 3 months per year and compulsory military service will not be deducted from the length of the individual's experience.

## **§ 2.4 Seniority supplement**

### ***See also the Common Part, § 7.6***

Supplements will be paid to employees who have been employed at the same enterprise:

- After three years of employment NOK 0.94 per hour.
- After four years of employment NOK 1.04 per hour.
- After five years of employment NOK 1.04 per hour.
- After 10 years of continuous employment NOK 1.04 per hour for a total of NOK 4.06.

These supplements are paid in addition to the current personal pay. At enterprises where other seniority supplement schemes are practised, these supplements are retained when they provide a greater seniority supplement overall than those that follow from these provisions.

## **§ 2.5 Vocational and further education**

### ***See also Common Part, Chapter III***

The enterprises will be facing major challenges in the years to come, and this applies in particular to the development of technology. The introduction of new technology and changes to the production methods will also entail that the employees are faced with new and even greater competence requirements.

It is the aim of the parties that the employees shall be able to qualify themselves so that they can master the tasks required of them at any given time. The necessary training or further education will be decisive in this connection. The parties assume that all of the employees are willing to undergo the necessary vocational training that the enterprises deem to be necessary to satisfy the requirements for increased competence that the position requires.

Training in accordance with the enterprise's needs or vocational training that is provided during the employee's working hours shall take place without loss of earnings.

### ***2.5.1 Further education***

The enterprises are encouraged to deal systematically with training questions in accordance with Chapter 18 of the Basic

Agreement and § 13-8 (8) where it is stated, for example: The Works Council has the authority and responsibility to stipulate general guidelines for vocational training for the employees in the enterprise that the council's members agree on. The same applies with regard to guidelines for new employees. In addition, the Works Council can function as a forum for the employees' active contribution to general education issues.

Norsk Industri and Fellesforbundet recommend that the local parties adapt their organisations and in-company agreements to allow for the requirements that will result from new technology.

#### 2.5.2 *Skilled workers*

Employees with a relevant publicly approved trade certificate pursuant to the Vocational Training Act shall be paid a higher wage than adult employees. The supplement shall be a minimum of NOK 5.71 per hour regardless of what pay system is practised by the enterprise.

#### 2.5.3 *Apprentices*

##### 1. Pay basis

The apprentices' hourly earnings represent a percentage of the hourly earnings, excluding all the supplements for newly trained skilled workers in the enterprise, at least the minimum normal pay rate after 1 year of employment, and the skilled worker supplement of NOK 5.71.

##### 2. § 3-5 trainees

§ 3-5 trainees are adult employees over the age of 21 that satisfy the experience requirement for registration pursuant to § 3-5 of the Education Act, who cannot enter into an apprentice contract.

##### 3. Voluntary apprentices

Voluntary apprentices are adult employees over the age of 21 who desire to enter into an apprentice contract and do not satisfy the experience requirement for registration for a trade certificate pursuant to § 3-5 of the Education Act.

Employees who sign an apprentice contract in accordance with this provision shall retain their current pay.

## § 2.6 **Piecework**

The parties have agreed that piecework shall be allowed. This provision was removed from the agreement in connection with the 2010 collective agreement revision. Reference is made to the State Mediator's minutes book of 11<sup>th</sup> April 2010, as well as § 4, letter D.

## § 2.7 **Pay systems**

### *See also the Common Part, § 7.1*

If one of the parties at the enterprise so desires, the question of introducing pay systems other than those that are practised at the enterprise shall be studied. The organisations will actively contribute to such studies.

After such a study has been conducted, the parties shall immediately negotiate the introduction of a new pay system. If agreement is not reached, the matter will be referred to negotiation between the organisations.

### 2.7.1 *Local determination of pay rates*

For enterprises that have used the Textile and Apparel Industry Agreement as a minimum wage agreement for more than 5 years, the following applies: Once a year the local parties shall meet regarding a possible adjustment of the level of earnings in the enterprise.

The assessment shall be based on the individual enterprise's economic reality. This means that the local parties shall base their reasoning on the economy, future prospects, competitiveness and productivity of the enterprise.

In connection with local wage negotiations, the enterprises shall also consider the pay for employees who are absent on parental leave.

Reference is made to the Textile and Apparel Industry Part, Appendix 1.

The parties agree that the negotiations shall take place in the period from 1<sup>st</sup> April to 30<sup>th</sup> June, however, the negotiations should not start until the centralised/decentralised settlements have been completed.



If the local parties do not reach an agreement, the enterprise will implement its last offer as the enterprise's local supplement. Fellesforbundet can negotiate a disputed local settlement with Norsk Industri. If agreement is not reached after such an organisational meeting either, then the supplements will ultimately be set by the enterprise. Reference is made in this connection to § 2-2 of the Basic Agreement.

Other enterprises may join the local wage negotiation scheme by local agreement. Agreements to this effect must be approved by Fellesforbundet and Norsk Industri.

### ***Chapter III***

#### ***Working hour rules***

#### **§ 3.1 Daytime work**

***See also the Common Part, § 5.1***

The division of working hours is otherwise determined by negotiations at the individual enterprise between the management and the shop stewards. If the parties fail to agree at the enterprise, daytime working hours shall be set at 7.5 hours per day the first 5 days in the week between 0600 and 1600 hours.

#### **§ 3.2 Part-time work**

***See also the Common Part, § 5.4***

For work performed on a part-time basis, a shift supplement shall be paid corresponding to that determined for the second shift for the hours that lie outside of the ordinary daytime working hours.

If the parties at the individual enterprise agree on other arrangements due to special circumstances, such an agreement may be made.

### § 3.3 Shift work

*See also the Common Part, § 5.2*

#### 1. General provisions

Employees shall be given at least one week's notice before shift work starts.

For conversion from normal working hours, 37.5 hours weekly, to deviant working hour systems, the following table shall be used for conversion of the hourly pay:

- From 37.5 to 36.5 hours: 2.74%
- From 37.5 to 35.5 hours: 5.63%
- From 37.5 to 33.6 hours: 11.61%

It is the individual's overall hourly pay – excluding dirty work and other inconvenience allowances – that must be converted.

#### 2. Work in two-shift systems

For work in two-shift systems the working hours are between 0600 and 2400 hours, so that the overall working hours for the shifts is 73 hours per week on average. A further division shall be agreed upon between the management of the enterprise and the shop stewards. If agreement is not reached, the following shall apply:

First shift from 0600 to 1400 hours during the 5 first days of the week, with ½ hour rest, for a total of 37.5 hours. Second shift from 1400 to 2200 hours Monday to Thursday, Friday from 1400 to 2000 hours, with ½ hour rest, for a total of 35.5 hours.

The supplement for piecework and hourly paid work for the second shift is set at 13%.

#### 3. Work in three-shift systems

For work in a continuous three-shift system, the ordinary effective working hours should be an average of 35.5 hours per week over the shift period. The operating time is independent of this.

An agreement shall be made between the employers and the shop stewards as to whether and how often shifts shall be worked, and the further division of the shifts.

It is a condition that the Director of Labour Inspection does not have any remarks concerning the agreements entered into. If agreement is not reached, shifts shall be worked every week (calendar week or pay week as determined by the employer). In order for the working hours for the individual employer to be an average of 35.5 hours per week, the necessary time off will be granted by deploying reserve personnel after consultation between the management and shop stewards. If agreement is not reached, the matter will be referred to the organisations.

The employees eat during breaks that occur naturally during the course of the working hours, so that the machines as far as possible do not stop. If necessary, the employees shall also stay at the workplace during their meal.

The supplement for piecework and time-related pay for three-shift work is set at:

- Second shift: 13%
- Second shift during the period from 1400 to 1800 hours on Saturdays: 30%
- Third shift: 30%

Shift work cannot be practised for periods shorter than 14 days, unless the organisations agree on a shorter period in certain cases.

Overtime work beyond necessary repair work in connection with the shifts should be avoided.

When weekly paid employees participate in shift work, their weekly pay is converted to hourly pay.

The parties at the individual enterprise have an opportunity to agree on other shift systems, based, for example, on a 168 hour operating week.

4. Transfer to and from shift work

For transfers from daytime hours to shift work with less than 3 days' notice, overtime shall be paid for the first day for the portion of the new working hours that fall outside of the individual's ordinary working hours. If notice has been given, overtime shall be paid as mentioned, if there has not been at least 12 hours off between the work that the individual is being transferred from and the work the individual is being transferred to.

The same applies when transferring from one shift to another outside of the ordinary change of shift and transferring from shift work to daytime work.

If the working hours during the week in question are shorter due to the transfer, and the ordinary weekly earnings (excl. overtime supplements and shift supplements) are lower due to this than they would have been if the transfer had not taken place, the difference shall be compensated.

A week is defined in this connection as a pay week.

These rules do not apply to regular shift relief workers and when the employee changes his/her working hours on his/her own accord with the consent of the enterprise. In addition, the rules do not apply at the commencement or discontinuation of shift work. Overtime supplements are calculated based on the individual's hourly pay excluding shift supplements.

Reversion is not considered a transfer.

5. Special shift supplements

- |   |       |
|---|-------|
| • From 1400 hours on Saturday to 2200 hours on Sunday:                            | 30%   |
| • From 1400 hours on New Year's Eve to 2200 hours on New Year's Day:              | 100%  |
| • From 2200 hours on the day before Maundy Thursday to 2200 hours on Good Friday: | 100%  |
| • From 1400 hours on the Eve of Easter Sunday to 2200 hours on Easter Monday:     | 100 % |

- From 2200 hours on the day before Ascension Day to 2200 hours on Ascension Day: 100%
- From 1400 hours on the Eve of Whitsun to 2200 hours on Whit Monday: 100%
- From 2200 hours on 30 April to 2200 hours on 1 May: 100%
- From 2200 hours on 16 May to 2200 hours on 17 May: 100%
- From 1400 hours on the Christmas Eve to 2200 hours on Boxing Day: 100%
- 1500 and 2300 hours, respectively, for enterprises that have this time for a change of shift, or if the local parties have stipulated other shift changes.

6. Transitional schemes

For enterprises that had entered into special agreements on shift operation up until 31<sup>st</sup> March 1994, the shift supplement provisions in these special agreements still apply unless an agreement is reached on other schemes at the individual enterprise. The existing schemes and practice at the individual enterprise are considered special enterprise agreements in this context.

7. Shift work cannot take place during reduced working hours without the consent of the organisations.

### § 3.4 Offset working hours

A supplement of 25% will be paid for temporarily offset working hours for the first two hours after the end of the ordinary working hours, unless a higher supplement has been agreed upon at the individual enterprise.

### § 3.5 Overtime

*See also the Common Part, § 5.5 to § 5.7*

1. General provisions

Overtime should be restricted to as little as possible.

2. Deviant working hour rules

If individual workers or groups have ordinary working hours that deviate from what otherwise applies at the enterprise,

this shall be stipulated in a special agreement. Overtime is based in accordance with the following supplement percentages:

3. Overtime pay

For work during the 5 first working days in the week, 50% for overtime work between 0600 and 2100 hours.

If the employees choose to take a break before overtime work lasting up to two hours, the calculation period for the 50% supplement will be offset correspondingly.

See § 10-9 of the Working Environment Act for overtime lasting more than 2 hours.

A supplement of 100% is paid for all overtime between 2100 and 0600 hours. A 100% supplement shall be paid after the ordinary working hours on Saturdays and days preceding public holidays, as well as Sundays and public holidays until 2200 hours on the last public holiday.

Overtime with part-time work

Between 0600 and 2100 hours, part-time employees will receive overtime pay in accordance with subsection 3, when they work more than 7.5 hours per day or more than 37.5 hours per week.

Work on agreed days off

For work on free Saturdays and other agreed time off, employees who should have been off duty shall be paid a 50% supplement. A supplement of 100% is paid after 1200 hours on Saturday and 1600 hours on other weekdays.

Overtime on shifts in particular

If employees on the second shift continue their work after the end of the shift, the shift supplement is retained for the overtime hours.

If a worker on the second shift is assigned overtime for 0600 hours on Saturday or later after having completed his/her shift week on the previous Friday evening, he/she shall be paid an overtime supplement of at least 100% calculated as

mentioned above, but the shift supplement will no longer apply.

If a worker on the third shift continues his/her work after the end of the shift, an overtime supplement of 50% will be paid, and the worker shall retain his/her shift supplement.

4. Basis for overtime pay

The basis for overtime pay shall be the overall hourly earnings from time and piecework, excluding overtime and shift supplements, for the various pay groups in the particular enterprise in the last known quarter.

The parties at the individual enterprise may agree on a different calculation period or method, such as calculating for each individual worker.

5. Overtime notice

Overtime work exceeding 2 hours shall as a rule be given the prior day.

6. Young employees

Reference is made to Chapter 11 of the Working Environment Act.

## *Chapter IV*

### *Safety equipment / Extremely dirty work*

#### **§ 4.1 Dirty work**

It is a prerequisite that the enterprises seek to have as little dirty work as possible and ensure that safety equipment is used where there is a need for it.

##### *4.1.1 Extremely dirty work*

For work that is considered extremely dirty, the enterprise shall provide the necessary protective equipment.

For fishing equipment manufacturers, woollen mills, textile mills and shoddy mills a supplement of NOK 1.12 per hour shall be paid for extremely dirty work.

## *Chapter V*

### *Reduced work capacity*

#### **§ 5.1 Impaired work capacity**

*See also the Common Part, § 4.2*

For impaired work capacity, the pay rate can be based on a special agreement between the employer and employee. The worker's period of employment shall be taken into consideration in this connection.

If a dispute arises concerning the pay rate set, the enterprise's representative and the individual's shop steward shall consult, and possibly the organisations.

## *Chapter VI*

### *Work outside the enterprise*

#### **§ 6.1 Work outside the enterprise**

For work outside the enterprise (travel to another location) an agreement shall be established between the management of the enterprise and the shop stewards concerning the subsistence allowance, travel expenses and the pay rates that are to apply under such circumstances. It is a prerequisite that the employees shall not incur any expenses in connection with this work.

## *Chapter VII*

### *Holidays*

**See also the Common Part, § 5.8**

#### **§ 7.1 Higher holiday pay for continuous shift work**

Continuous shift workers are entitled as such for at least 3 months to additional holiday pay of 0.4%. If they have been employed for at least 6 months, then this allowance is increased to 0.8%.



## § 7.2 **Statutory extra holidays for older employees**

It is a condition that the employee's wishes with regard to when the extra holiday is taken, shall be complied with whenever possible.

However, the central organisations have agreed that these workers may not demand to take the extra holiday at a time that would create major difficulties for production or for systematic implementation of holidays for the labour force as a whole. If this is the case, then the enterprise is entitled to demand that the employee choose another point in time to take his/her holidays.

## *Chapter VIII* *Appendices*

### § 8.1 **Appendices to the Textile and Apparel Industry Part**

The appendices/agreements listed below are parts of this part of the agreement:

- *Appendix 1* Pay Systems
- *Appendix 2* Guarantee Scheme
- *Appendix 3* Code of Conduct recommended by EURATEX and ETUF:TCL – minutes from Norsk Industri and Fellesforbundet

The following agreement between the Norwegian Employers' Organisation (NAF) and the Norwegian Confederation of Trade Unions (LO) also applies to this part of the agreement:

- Agreement on a Contractual Pension (minutes, N.A.F./LO, 5<sup>th</sup> December 1966)

## ***Pay systems***

In recent years an increasing interest in alternative pay systems has been observed in the industry.

The parties agree that the pay system should be established at the individual enterprise in close cooperation between the employees and the management. In this connection, the parties are aware that the choice of a pay system must be assessed based on a number of factors. This refers to the enterprise's technology, nature of the work, productivity requirements, provisions of the Working Environment Act and the Act's intention with regard to the physical and psychological factors, provisions of the Basic Agreement on cooperation and employee consultation, and other possible factors that the parties would like to focus on in each particular case.

Factors for the preparation of pay systems:

The parties stress the importance of thorough preparatory work at the individual enterprise in connection with the preparation of a pay system and point out the following factors in this connection:

1. Start of preparatory work

- Information to employees
- Background
- Appoint a pay system committee
- Employer and employee representatives
- Review of potential pay systems
- Information from the committee during its work

2. Survey

- What should be measured (criteria options and calculation basis)? Why?
- Physical and/or financial circumstances.
- Who should be encompassed by the pay system?
- How should the premium/bonuses be distributed (by full time equivalent, by hour worked, etc.)?
- How to follow up on the development of productivity and results?

## **APPENDIX 1**

- How often and by whom?

When considering this point, it is important to look at the advantages/disadvantages of the various alternatives.

### **3. Pay system agreement**

- Description of the system
- Rules for:
  - Trial period
  - Rules for adjustments
  - Duration/termination etc.

### **4. Implementation of the pay system**

- Information
- Follow-up

To facilitate the work of the local parties, Norsk Industri and Fellesforbundet make reference to material that has been prepared jointly by LO and NHO.

Norsk Industri and Fellesforbundet will gladly assist in the formulation of the pay systems.

### *Guarantee scheme*

In enterprises where the average pay for adult employees encompassed by this agreement (pay group I and pay group II) is below 85% of the industry average (NHO's wage statistics for employees) calculated based on the enterprise's average pay for the entire previous year, the following guaranteed pay supplement shall be paid from 1<sup>st</sup> April of the following year.

- In enterprises where the average pay is below 80% of the industry average, NOK 3.00 per hour.
- In enterprises where the average pay is between 80% and 82.5% of the industry average, NOK 2.50 per hour.
- In enterprises where the average pay is between 82.5% and 85% of the industry average, NOK 2.00 per hour.

No enterprise shall pay a higher guaranteed supplement than necessary so that the enterprise achieves an average pay level of 85% of the industry average, measured against the previous year.

In the enterprises where the average pay is less than 85% of the industry average for the previous year, the supplements granted above will be paid to all the employees encompassed by the Textile and Apparel Industry Part, unless the local parties agree to an unequal division of the supplements.

***Code of Conduct  
recommended by EURA TEX and EFUF-TCL  
- minutes from TBL and Fellesforbundet***

*The minutes and code of conduct are included in the Textile and Apparel Industry Part for information purposes.*

**Minutes**

A negotiation meeting was held on 24<sup>th</sup> November 1997 concerning the Code of Conduct recommended by EURATEX and ETUF-TCL.

Present:

- from Fellesforbundet: Anne Marie Pettersen and Atle Høie.
- from the Federation of Textile and Apparel Industries (Teko Landsforening): Dag Sandvik

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The parties agreed to distribute the code of conduct to their members with a recommendation that it be observed.

*Anne Marie Pettersen (sign.)*

*Dag Sandvik (sign.)*

The Norwegian United Federation of Trade Unions (Fellesforbundet)

The Federation of Textile and Apparel Industries (Teko Landsforening)

31/10/97/lhs

**CHARTER****THE SOCIAL PARTNERS IN THE EUROPEAN  
TEXTILE AND CLOTHING SECTOR  
CODE OF CONDUCT***Preamble*

The European Apparel and Textile Organisation (EURATEX) and the European Trade Union Federation of Textiles, Clothing and Leather (ETUF:TCL), convened within the social sectoral dialogue at European level, re-affirm their earnest allegiance to the respect of human rights.

Social partners at European level hope for fair and open world-wide trade.

These partners agreed to work towards a European textile and clothing industry that is productive, internationally competitive and based on the respect of both workers and employers.

*Article 1 – Code of Conduct*

EURATEX and the ETUF:TCL call on their members to encourage actively the companies and workers of the European textile and clothing industry to comply with the following ILO Conventions:

1. The ban on forced labour (Conventions 29 and 105)  
Forced labour, slave labour and prison labour is banned.
2. Freedom of association and the right to negotiate (Conventions 87 and 98)  
The right for workers to form and join a trade union, as well as the right for employers to organise, are recognised. Employers and workers may negotiate freely and independently.
3. The ban on child labour (Convention 138)  
Child labour is forbidden. Children under 15 or younger than the age of completion of compulsory schooling in the countries concerned are not admitted to work.
4. Non-discrimination of employment (Convention 111)  
Workers are employed on the basis of their ability to work and not on the basis of their race, individual characteristic, creed, political opinion or social origin.

### APPENDIX 3

#### *Article 2 – Circulation and promotion*

- a. EURATEX and the ETUF:TCL commit to promote and circulate this present Charter in the relevant languages and at all levels by 31 December 1997 at the latest.
- b. EURATEX and the ETUF:TCL call on their respective member organisations to adopt this Charter and to encourage its progressive implementation at the companies' level.

#### *Article 3 - Follow-up and assessment*

- a. EURATEX and the ETUF:TCL agree to follow up, in the framework of the Social Sectoral Dialogue at European level, the progressive accomplishment of the implementation of this Charter.
- b. To this effect, EURATEX and the ETUF will conduct a annual evaluation of the Charter's implementation. The first evaluation will take place no later than 10 July 1998. The results of such an evaluation will be reported in the framework of the Social Sectoral Dialogue. EURATEX and the ETUF could ask the Commission and Member States to supply the necessary assistance in order to carry out this evaluation.
- c. EURATEX and the ETUF:TCL may, in the framework of the Social Sectoral Dialogue at European level, decide jointly and freely to start any other initiative in pursuit of the implementation of this Charter.

Brussels, 10<sup>th</sup> July 1997

*For EURATEX*

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