

# National Agreement Regarding Electrical Work

01.04.2018 - 30.04.2020

*Fixed hourly wage rates and piecework multiplier*  
**Adjusted 1 May 2019**

*Payment for use of own means of transport in § 3 I*  
*and*  
*The Daily allowance rates in § 9 K*  
**Adjusted with new rates from 1 January 2019**

Between  
**The Confederation of Norwegian Business and Industry (NHO),  
NELFO**  
on the one hand  
and  
**The Norwegian Federation of Trade Unions (LO),  
The Electricians and IT Workers' Union  
(EL og IT Forbundet)**  
**and the union's departments**

Comprising  
The Master Agreement between the Norwegian Federation of Trade Unions/  
the Confederation of Norwegian Business and Industry  
The National Agreement including the  
Piecework Pay Scale for Onshore Work  
Productivity Agreement for Ships  
Productivity Agreement for Onshore Work  
The Offshore Agreement

This agreement applies to companies that carry out the installation, assembly and maintenance of electrical facilities, with associated automation and instrumentation facilities, and the repair of electrical/electronic devices and equipment.

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## § 1 The scope and duration of the Agreement

The Agreement applies to companies that carry out the installation, assembly and maintenance of electrical facilities with associated facilities for automation, computers, telecommunications, etc. The repair and maintenance of electrical/electronic devices and equipment are also covered by the scope of the Agreement.

Employees within the abovementioned areas are to be employed on the conditions stipulated in the Agreement. (For exceptions to this, refer to § 3 D.)

Should some categories of employees have work and/or an education that cannot so far be adapted to the Agreement's wage system and collective wage agreements, the wage rates may be agreed separately in the individual company following agreement between the organisations.

This Agreement comes into force on **1 April 2018** and is valid until **30 April 2020** and after this for one year at a time provided it is not cancelled by one of the parties giving two – 2 – months' notice of this in writing.

Should the Norwegian Federation of Trade Unions' Executive Council decide to carry out the wage-rate revision as a coordinated or per cartel settlement, the Executive Council is also authorised to decide to cancel each collective wage agreement by giving one – 1 – months' notice so that these have a common expiry date of 1 April – irrespective of each collective wage agreement's agreed expiry date.

This agreement can be applied as a collective agreement in staffing agencies/temp agencies which rent out their employees, and who perform work under the scope of the agreement, cf. § 1. Hiring labour from a temp agency/staffing agency is regulated by Annex 13.

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## § 2 Terms of employment

Each employee who is hired must at least be given an employment certificate stating the date when he/she was employed, the place of employment and whether the person concerned is employed as a skilled worker or an unskilled worker. Refer otherwise to section 14-6 of the Norwegian Working Environment Act.

Should an employee move house after being employed, it must be discussed with the company whether this may have consequences in relation to the provisions stipulated in section 9 of the National Agreement.

Permanent employment relationships for all employees in the company provide the best prerequisites for improving the expertise, safety, quality, profitability and security of the individual employee.

Employees may only be employed on a temporary basis when this is in accordance with section 14-9 of the Working Environment Act and has been discussed with the union representatives in advance.

Regarding dismissal, refer also to section 15-3 of the Working Environment Act.

Revolving temporary layoffs are a relevant alternative if the individual company does not have enough work to do, provided this is practically possible.

Apprentices have the same legal position as other employees, although such that the employment relationship may be terminated upon the expiry of the contract. If the employment relationship is to be terminated, notice of this must be given at least one month prior to the expiry of the apprenticeship period. Refer otherwise to section 14-9 No. 4, of the Working Environment Act and to the Training Act.

When a temporary employee becomes a permanent employee, he/she is to be issued with an employment certificate. Seniority of service in the company is accrued from the date when the apprenticeship starts.

Unskilled employees are to be made aware when they are hired that their tasks will not normally form a basis for taking an examination to qualify them as a skilled worker.



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## § 3 Wage provisions

### A. Fixed wage from 1 May 2019

Skilled workers	<b>NOK 217,63</b>
Basis of calculation skilled workers offshore	<b>NOK 214,78</b>
Unskilled workers	<b>NOK 189,52</b>
Basis of calculation unskilled workers offshore	<b>NOK 186,56</b>

### Apprentice scale

Basis of calculation **NOK 258,80**

When apprentices work overtime, the wages and overtime rates for unskilled workers are to be used apart from for apprentices in their 9<sup>th</sup> half-year, who are to receive wages in accordance with § 3 A + the overtime rate applicable to unskilled workers. Regarding apprentices who combine upper secondary school with an apprenticeship, refer to § 6, item 3.

### Training in company for 4.5-year trades

Apprentice	5th half-year	<b>90,58</b>
"	6th half-year	<b>103,52</b>
"	7th half-year	<b>116,46</b>
"	8th half-year	<b>142,34</b>
"	9th half-year	<b>194,10</b>

### Training in company for 4-year trades

Apprentice	5th half-year	<b>90,58</b>
"	6th half-year	<b>103,52</b>
"	7th half-year	<b>129,40</b>
"	8th half-year	<b>194,10</b>

### Jobs with an apprentice contract after upper secondary school

Apprentice	7th half-year	<b>116,46</b>
"	8th half-year	<b>142,34</b>
"	9th half-year	<b>194,10</b>

Skilled workers after Reform 94 with an advanced craft certificate from school must have 18 months of work experience in accordance with the prevailing curriculum before they are allowed to work independently. Like for other apprentices, a training book is to be kept and they are to be paid according to the following scale:

### 4.5 year-trades

Apprentice	1st half-year	<b>155,28</b>
"	2nd half-year	<b>181,16</b>
"	3rd half-year	<b>194,10</b>

### 4 year-trades

Apprentice	1st half-year	<b>181,16</b>
"	2nd half-year	<b>194,10</b>

### Apprentice TGS

Apprentice, technical - general studies (TGS apprentices) are paid as follows:

For the first two years (when the candidate is a student) they are paid an hourly wage corresponding to the apprentice scale's 5th half year for working in a company.

The last two and a half years (when the candidate is an apprentice), they are paid per hourly practice in the company in accordance with the agreement's apprentice wage scale.

## **B. Wages for periods of no work**

When periods of no work arise and the employee is not given any work to do by the employer due to a lack of assignments or lack of preparation, the employee is to receive a wage for this period, cf. §§ 3 A, C.

## **C. Skilled worker supplement**

Skilled workers are to be paid a % supplement according to LOK § 3 A according to the following scale:

<b>2 %</b>	<b>3 %</b>	<b>4 %</b>	<b>5 %</b>	<b>6 %</b>
0 years	2 years	5 years	8 years	11 years

The above supplement is payable after passing the qualifying examination/DSB approval. The supplement is payable for all hours.

### **Comment:**

Completed initial compulsory service with the Norwegian Armed Forces is to be credited as seniority in relation to wages. This means that seniority in relation to wages is earned during the initial period of service with the Armed Forces irrespective of when this is carried out. Maternity or paternity leave is considered equal to compulsory first-time military service with regard to wage seniority (up to 12 months). Apart from this, the skilled worker supplement is calculated for the period the skilled worker in question has worked in this profession. If the skilled worker has had work outside this profession, such a period is not included in the seniority in relation to wages pursuant to § 3 C of this National Agreement – the skilled worker supplement.

## **D. Exceptions**

For workers with an impaired ability to work, exceptions can be made from the National Agreement's wage rates pursuant to further agreement between the company's manager, the employee in question and the trade union representative.

## **E. Fixed wages in the individual company**

1. This provision covers all those who are paid according to the Agreement, apart from apprentices. The § 3 A rate for the individual employee is used as a basis. The agreement may also be used for employees, cf. § 1, whose work or training is not adapted to the rest of the wage system.
2. Internal company supplements are to be agreed upon in the individual company based on the fixed criteria on which the parties in the company agree.

### **Procedure:**

- Minutes of the negotiations are to be kept, stating the wage grades and the conditions relating to these.
- The company allocates a wage grade to the employees in question in accordance with the agreed criteria.
- The wage grades allocated to the employees in question are to be approved by the union representatives.
- Negotiations in the company can start once the negotiations between the Electricians and IT Workers' Union and the Technical Contractors' Association, Norway have been completed, and shall normally be concluded by 15 September at the latest.

- The agreement is a special agreement in accordance with § 4.2, item 4 of the Main Agreement. The agreement may be revised during the period when the collective wage agreement is valid, but both parties must agree on any changes during this period.
- New employees or employees who meet the agreed criteria during the contract period are to be allocated a wage grade in accordance with the agreement.

When a 3 E-agreement lapses after termination upon expiration of the agreement, the parties agree that all of the special agreements' wage conditions are to be continued administratively until a new special agreement is concluded pursuant to § 3E, no. 2 bullet point 4.

The parties may at any time request the organizations (the Electrician and IT Workers' Union and Nelfo) for assistance in the negotiations.

### 3. Performance-related pay/bonus

Performance-related pay/bonus may be agreed upon in addition to part 2. The parties in the company determine the size of and criteria for this.

Factors that are of importance to the performance-related pay/bonus may, for example, be:

- The profit made by the company, department/project.
- Planning and preparation.
- Reduction of unproductive time.
- Reduction of operating costs.

**Comment:** Performance-related pay/bonus linked to health, safety and the environment cannot be used as criteria in the wage system.

### 4. Offshore

Regarding the wage provisions for offshore work, the parties will refer to the Offshore Agreement.

### 5. Inshore

Regarding Inshore work, nuisance compensation of 4,7 % of § 3 A is to be paid per hour for skilled workers.

**Comment:**

Definition

By this is meant facilities linked to oil installations that are anchored for a short or long period of time at a certain distance from land and where sea transport is necessary. The nuisance compensation for inshore work aims to provide compensation for:

- Access to the workplace by boat.
- Provisional lifting devices in connection with access to the platform (not baskets).
- Few opportunities to leave the workplace during rest periods.

## F. Monthly wages

Monthly wages may be agreed upon in the individual company. It is assumed that negotiations on a transition from hourly wages to monthly wages will be conducted with the union representatives and that a record will be kept stating the parties' agreement to this.

In the case of monthly wages, the following assumptions apply:

- Such an agreement may be entered into for either all or some groups of the employees who are covered by the National Agreement relating to electrical work. It is assumed that wages will be agreed upon in accordance with the Agreement's remaining provisions.
- When monthly wages are paid, all the National Agreement's provisions apply but with a conversion factor of 162.5 hours per month.
- Deviations from the fixed monthly wage are to be paid the next month.
- The payment of holiday pay is to be adapted to the company's normal practice.
- Employees receiving monthly wages retain their full monthly wage even in months with public holidays or 1 or 17 May, unless the right to such wage is lost according to the provisions stipulated in § 12.
- The agreement is to be cancelled in accordance with the Basic Agreement (BA) chapter IV.

### **G. Foreman supplement**

1. The foreman supplement shall comprise a minimum supplement of 6 % of the § 3 A wage. Only skilled workers may be appointed foremen.
2. The foreman supplement is payable under the following conditions:
  - When the total time worked on an assignment comprises at least 400 hours and consists of at least three employees on parts of the assignment, the foreman supplement is payable for the entire work if a foreman is appointed.
  - An assignment is defined as a project that is carried out continuously even if it is divided into several order numbers.
  - In the case of major assignments and facilities in accordance with § 9 where rotas have been implemented, a sufficient number of foremen are to be appointed to meet the requirements at the facility.
  - In special cases, the parties in the individual company may agree that a foreman's supplement is payable even if the prerequisites stated in this provision have not been met.
3. If the onshore agreement is used, a foreman's supplement is only payable for the hours when the skilled worker acts as a foreman.

### **H. Assembly/travel time provisions**

1. The employees are to assemble directly at the company, irrespective of the form of remuneration, unless otherwise stipulated.
2. The employees may assemble directly at the workplace at a stipulated time in the case of journeys of up to 20 km each way when a car is used or 20 minutes each way when public transport is used.

#### **Comment:**

Where ferry connections or similar permanent traffic conditions significantly alter, the time spent travelling by car, an agreement regarding a different assembly time can be entered into with the company.

3. In the case of work according to the wage systems in § 4, travel time in excess of 20 km or 20 minutes is to be paid for using the fixed wage + skilled-worker supplement (§ 3 A and § 3 C). In the case of fixed-wage assignments, time spent in addition to 20 km or 20 minutes is paid for with §§ 3 A + 3 C + 3 E.
4. Documented travel expenses are to be reimbursed with the company as the maximum starting point.
5. The company may decide to arrange common transport. In such case, the employees are to assemble at the company. The individual company may agree on a different assembly point. The assembly time is at the company at the earliest 20 minutes before the work is to start.
6. The agreed working time in each company can, within the length of a normal working day (7 am – 5 pm), be adapted to suit the workplace's assembly times if the assignment is to last for more than 5 days.
7. The companies are to take out an insurance that provides the same financial cover as the occupational injury insurance if the employees are to assemble at a place other than the company.

## I. Guidelines and payment for use of own means of transport

### 1. In general

The company cannot order its employees to use their own car during the work, and similarly the employee cannot demand to be allowed to use his/her own car in return for the stipulated allowance. The parties in the individual companies can agree that the employees are to use their own cars to carry out the company's work. The car allowance rates are to be adjusted at the same time as, and in accordance with, the Norwegian state rates (**New rates from 1 January 2019**). Should such an agreement be entered into, the following is payable:

### 2. Allowance for up to 10,000 km

A car allowance of **NOK 4,03** per km is payable. (Tromsø **NOK 4,13** per km)

### 3. Supplement for passengers

To the extent that the employee in question has to take passengers in his/her car when using this in the service of the company, a supplement of **NOK 1,00** is payable per km for each passenger.

### ~~4. Allowance for over 10,000 km~~

~~The km allowance under item 2 presumes that the employee does not use his/her own car in the service of the company for more than 9,000 km during a 12-month period. Should the number of kilometres exceed this figure, **NOK 3,90** is payable (Tromsø **NOK 4,00** per km)~~

### 5. Short driving distances

For short driving distances in towns and built-up areas, the parties agree that the individual companies may agree on special arrangements.

### 6. Transport of materials

**NOK 1,00** per km is to be paid for the transport of materials. This allowance covers the transport of tools, instruments, materials and other non-personal equipment that are necessary for carrying out the work, to the extent that these can be placed in the boot and do not cause extraordinary wear and tear.

- 7. Agreement regarding a fixed annual allowance with a lower km allowance**  
An agreement regarding a combination of a fixed annual allowance and a lower km allowance amount may also be entered into (cf. the National Tax Tribunal's circular no. 431).
- 8. Disbursement of car allowance**  
The accrued car allowance is payable in arrears every 14 days on the basis of the certified driving distance according to the driving book and time sheets, unless a different agreement regarding the form of settlement has been entered into in the company.

## **J. Dining rooms**

In cases where there is no satisfactory dining room in accordance with §16.3 of the National Agreement, the meal break shall be regarded as forming part of the working hours and be paid for at the ordinary wage rate. By ordinary wage is meant the wage that is payable for hours worked on the same assignment/project.

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## § 4 Productivity-based pay systems

The advance pay applicable to work in accordance with § 4 is to be agreed upon between the company and the union representatives.

### A. Piecework pay scale for work on land

1. Piecework multiplier for work on land: **2,307 (From 1 May 2019)**
2. Comment:  
The following items have been included when calculating the piecework multiplier:

- 110-12 Adaptation
- 110-13 Drawings
- 110-14 List of materials and equipment
- 110-27 Clearing up and removal of waste
- 120-10 Transport supplement
- 115-21 Conferences of an administrative nature

All tasks of an administrative nature, adaptation work, work with drawings and material lists as well as the cleaning up of one's own waste and transport of material, are included in the piecework prices within the workplace (the plant area and the company). Payment shall be agreed upon for tasks that occur outside the workplace. Conditions that are outside the limitations in § 4, item 2, and which are described in the comments to the piecework pay scale as that payment shall be agreed upon for, are included. All tasks in relation to point 115/21 are included.

Before the work starts, the company is obligated to ensure that the work is planned, and while the work is on-going it is the employer's obligation, in consultation with the piecework supervisor, to organise the construction site so that the work can be performed efficiently. The employer shall ensure that the piecework supervisor has access to drawings and schedules as well as a list of materials and equipment with type designations. The company's responsibilities under this provision are not calculated in the price. If the company imposes job duties on the contract team which are the company's responsibility in accordance with this provision, payment must be agreed to for this.

3. The list of piecework may include the following:
  - Piecework according to a list
  - Daytime
  - Piecework 05-07 agreements
  - Fixed wage for piecework.

Examples of fixed wage for piecework:

- travel time with respect to § 3H3 of this National Agreement
- repairs of damages caused by other occupational groups
- troubleshooting beyond the provision 110-40 in the piecework pay scale
- additional work due to break-ins, theft, etc. where the facility is located
- work with provisional facilities, beyond one's own need
- digging of ditches and the like
- work with scaffolding and lifts, etc.
- fire drills and fire alarm



- preparation by O & M manuals submitted to the client is not part of tasks included in piecework rates, and is remunerated as fixed wages in piecework

The list is not exhaustive.

The above form part of the piecework arrangements.

### **Comments to § 4 B, C and D:**

Alternative wage systems to piecework/productivity agreements

1. The piecework collective wage agreement for work on land, cf. § 4 B
2. The productivity agreement for ships, cf. § 4 B
3. The productivity agreement for onshore activities, cf. part 14

### **B. Company agreement regarding productivity-based pay – land-based activities – the productivity agreement for ships (PAS)**

1. The parties in the company shall prepare minutes stating that § 4 B may be used. An agreement may be made on the individual assignment between the employee and the supervisor/administrator about the use of §4B. If these fail to come to an agreement, the productivity-based wage systems in § 4 A or § 4 D is the recurrence rule.

The union representatives are to be given copies of all agreements that are entered into.

An assembly supervisor is to be appointed by the company, while a productivity/piecework supervisor is to be appointed by the employee's/union representatives.

2. The agreement shall contain criteria for the calculation of any profit. The profit is payable no later than the second payday after productivity tasks are delivered by the relevant productivity manager, but not beyond four weeks.
3. This assumes that the guaranteed minimum wage is agreed to at the company.
4. Conditions used as a basis for measurement criteria can be:
  - Savings in hours in relation to the hours calculated
  - Savings on planning and organising
  - Total income (profit) in the project
  - Savings in materials
  - Billable/productive hours
  - Rough estimate agreement

This assumes that the agreement may include all categories of workers participating in the projects.



The system is based on cooperation at all levels of the selected job or project. It is assumed that the workers concerned, before the job is started and while the job is ongoing, have insight which provides the best possible basis for evaluating the requirements for productivity.

It may be necessary on larger projects for information to have already been provided and agreements made during the bidding phase. This can be done between the company and the productivity/contract employee if he/she is chosen or is elected officer.

### **C. Productivity agreement for onshore activities**

Regarding the productivity-based pay system for onshore work, the parties refer to the Productivity Agreement for onshore activities.

The basis of calculation is **NOK 194,63 (From 1 May 2019)**

### **D. Productivity agreement for ship installations**

Regarding the productivity-based pay system for ship installations, refer to the Productivity Agreement for ship installations (PAS).

The basis of calculation is **NOK 194,63 (From 1 May 2019)**

### **E. Pay scale charge**

#### **Charge for administering the piecework pay scale schemes**

For each wage period, the company is to set aside 0.3 % of the total wages covered by the National Agreement as a charge payable for the administration of the piecework pay scale schemes within the land, ship and onshore sectors. This amount is to be paid to the Electricians and IT Workers' Union's respective regional offices every second month on the same date as the employers' social security contributions. Implementation of the scheme is described in a common information sheet contained on the parties' Websites, [www.elogit.no](http://www.elogit.no) and [www.nelfo.no](http://www.nelfo.no).

The charge is to be calculated as a percentage of the:

1. Hourly wage (§ 3 A, B, C, D, E), including the skilled worker supplement.
2. Piecework wage (advance payment for piecework, piecework settlement § 4 A and B).
3. Productivity-based pay onshore (advance pay and bonus) § 4 C.
4. Productivity-based pay ships (advance pay and bonus) § 4 D.
5. Pay for work that is not carried out as piecework.
6. Pay during illness in the employer period.

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## § 5 Development of expertise

### 1. Introduction

Nelfo and The Electricians and IT Workers' Union recognize the great importance of increased competence to the individual, business development and society. This is particularly true for further and continuing education of skilled workers in the electrical trades, but also for each employee's opportunity for further education, cf. the provisions of the Main Agreement, chapter XVI.

The parties underscore the value of employees improving their knowledge and strengthening their expertise. The companies must place great emphasis on the systematic training of their employees through external and internal offers. Responsibility for developing such expertise is the responsibility of the companies, employees and the parties under this agreement.

Development of expertise must be based on the company's current and future needs as well as each employee's need for continuing and further education in relation to position and work situation.

### 2. Training Committee

The company's negotiation committee functions as a training committee unless the parties at the enterprise agree to establish a separate training committee.

The training committee shall have a minimum of 2 meetings per year.

The committee shall identify and initiate efforts in accordance with the provisions of the Main Agreement, chapter XVI, and below:

#### **Identification**

##### **The company's and the individual employee's current competence**

The company's current competence is identified by documenting each employee's competence annually. Documentation shall, in addition to personal data, contain formal education, documented courses, certificates and specified practice.

##### **The company's need for current and future competence**

The company shall present its goals and plans for its activities. The company shall, in collaboration with the union representatives and under the auspices of the training committee, identify all necessary development of expertise in order to attain the aforementioned goals and plans. Both extent and type of training needs are to be assessed.

##### **The individual employee's need for further and continuing education in relation to position and work situation**

Each employee shall describe his or her needs for development of expertise annually with regard to position and work situation. This identification should take place by written notice to each individual.

Circumstances shall also be arranged so that each employee can present his or her need or desire for development of expertise related to the development of the trades.

Where the parties in the company find it practical, the training committee can use simpler methods in order to identify each employee's needs for continuing and further education.

### **3. Training plans and courses**

Based on the identification, the training committee shall prepare a proposal for a training plan for the company, or for groups and/or individual employees.

Where there is a gap between the company's current competence and future needs, this is assumed to be covered by appropriate training measures or other means. Training in technical regulations and norms shall also be evaluated when preparing the company's standard training plans.

In light of the special development of the electrical industry the above provisions imply that all employees shall be offered continuing and/or further education within a period of two years. It is assumed that when choosing offers, time of implementation, the offer's relevance, whether it gives the right competence, etc., is taken into consideration, and that the parties in the company agree.

Such offers shall at least

- either follow one of the modules in the current curricula
- or consist of EL og IT / Nelfo courses
- or a supplier course when if part of the training plan

Continuing education, which is agreed to be conducted within ordinary working hours, is paid in accordance with §§ 3 A, 3 C and 3 E. Parts of continuing and further education can be conducted outside of ordinary working hours.

All training that employees are required to carry out associated with regulations on the safety of electrical installations (FSE) and training in technical regulations and associated standards, shall be fully carried out during regular business hours. Such training is paid according to §§ 3 A, 3 C and 3 E.

Costs for continuing and further education in accordance with the company's needs are the company's responsibility.

### **4. Follow-up**

The training committee shall follow up on planned continuing education in the company. The committee has a particular duty to ensure that all employees have been offered continuing and further education in accordance with § 5.3.

### **5. ELBUS**

The electrical industry's development centre (ELBUS) is funded through a fee paid by the member companies six times per year. The size of the fee is set to 0.35 % calculated from the company's wages within the LOK area. See annex 1.

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## § 6 Vocational training

It is in the industry's interest that companies facilitate a continuing intake of apprentices in order to ensure recruitment for vocational training and especially to the electrical disciplines. The parties in the individual companies should in cooperation with all employees contribute to a good learning environment for the apprentices.

Training shall be conducted in accordance with the Education Act and its regulations and current curriculum for the subject. Training companies undertaking training of one or more apprentices must be able to provide training which meets the requirements of the curriculum and have a trained professional responsible for training (academic director). For the electrical disciplines, we refer in this context to the Regulation on qualifications for electrical professionals (FEK).

Supervisory authority (representative of the employees, cf. the Education Act § 4-7) for the apprentices and the academic director have important roles when it comes to following up on training apprentices in the individual company. The supervisory authority shall, if necessary, have sufficient time to follow up on the apprentice in collaboration with the academic director.

Both the supervisory authority and the skilled worker who is undertaking the training must have the necessary knowledge of the current professional training system in order to give good guidance and training.

### 1. Number of apprentices

The number of apprentices shall be proportional to the number of skilled workers:

- 1 apprentice per 1-3 skilled workers
  - 2 apprentices per 4-6 skilled workers
  - 3 apprentices per 7-9 skilled workers
  - 4 apprentices per 10-12 skilled workers
  - 5 apprentices per 13-15 skilled workers
- and further 1 apprentice per two skilled workers.

In accordance with the authorization provisions, the parties wish to specify that one skilled worker cannot supervise more than two apprentices or unskilled workers while performing their work. Please refer to the National Agreement for the electrical trades (LOK) § 2 regarding an apprentice's legal status and employment.

### 2. Planning the training

The academic director shall plan training in collaboration with the apprentice based on the curriculum for each subject. The plan is presented to the one who is to provide the training (instructor) and the supervisory authority.

The company may freely select the order of which learning objectives training is given for. Workload, orders received and season may have an impact on the period plan.

### **3. Conducting the training**

Training shall take place according to the abovementioned plan (item 2). In the electrical disciplines a workbook shall be used. The apprentice makes entries in the workbook and ensures that the one responsible for training endorses it on a regular basis. The academic director is obligated to supervise the training in collaboration with the supervisory authority.

Apprentices shall work under constant guidance and supervision, and cannot be used for independent work on electrical installations. Skilled workers given responsibility for apprentices are obligated to give these training and instruction and ensure that they get to participate in practical work in accordance with the curriculum and planned training, as well as ensure that the apprentice keeps a workbook in accordance with the training.

Regular apprentice interviews are to be conducted, at least every six months. The apprentice will be given feedback on his or her progression in training and degree of achievement of goals in accordance with the training plan.

For apprentices associated with training agencies, the company is obligated to conduct 2 interviews with each apprentice per year.

The company makes current rules and regulations, such as regulations and norms necessary in accordance with the training plan or as apprentices and technicians are obligating to follow according to the company's internal control, available to the apprentice. See also the Education Act § 3-1 of learning materials and equipment.

### **4. Trade exam**

The trade examination shall as a general rule take place at the end of the apprentice period, and will normally be finished within two months after this time. If it takes more than a month, the apprentice - provided he/she passes the exam and the delay is not due to him/her - is entitled to the difference between apprentice wages and a skilled worker's wages for the time exceeding one month.

The company registers the candidate for the exam. The exam board is responsible for arranging the trade exam in accordance with the Education Act and its regulations. If the candidate does not pass the test, the apprenticeship is prolonged, and the candidate is allowed to retake the exam.

It is in the parties' interest to facilitate membership in the exam boards for representatives of both parties, and thus be the last quality assuring link in vocational training.

### **5. Wages during schooling**

The company pays wages in accordance with § 3 A for the time the apprentice is in school.

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## § 7 Ordinary working hours

1. The ordinary working hours are not to exceed 37.5 hours per week. The daily working hours are to be during the period from 7 am to 5 pm of the first five working days of the week, and on Saturdays between 7 am and 1.30 pm. Christmas Eve and New Year's Eve are days off with payment with payment for 4.5 hours according to § 3E. The provision will not be applied if New Years' Eve or Christmas Eve falls on a day when the person concerned has time off under the work schedule. The provision only applies when these days fall on working days. In the case of 6-day weeks, ordinary working hours are to be worked on Easter Eve and Whit Saturday unless the employee has time off according to a fixed working-time rota.

**Comment:**

Existing local agreements shall not be degraded in consequence of this provision.

2. When determining the working and rest periods, negotiations shall be held between the company and union representatives or their organisations. The division into working and rest periods should, in so far as possible, be uniform for all the companies in the same town.
3. Should no agreement on the division of time be reached, the following division is to apply: six-day week (with a day off every second Saturday). The first five working days of the week: 7.30 am – 11 am and 11.30 am – 3 pm. The Saturdays when work is to be carried out: 7.30 am- 10 am and 10.30 am to 1 pm. The parties agree that a five-day working week with a day off every Saturday may be agreed upon. A five-day week (with a day off every Saturday): 7.30 am – 11 am and 11.30 am – 3.30 pm.
4. Should the local parties so wish, they can, with the participation of the main organisations, decide on a division of working time that is adapted to fit in with the other jobs on the construction sites.
5. Flexibility  
Refer to annex 10 – Holidays, etc.

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## § 8 Overtime and shift work

### A. Overtime work

1. Overtime work is all work carried out outside normal working hours.
2. Overtime work may be carried out to the extent permitted by the prevailing legislation. Overtime work should be restricted in so far as possible and must especially not be exaggerated by or as regards the individual employee.
3. Employees shall also, within the framework of the limitation on overtime work stipulated by the law, be individually entitled to exemption from overtime work on special occasions, such as meetings, etc., and also for other, private, reasons.
4. The parties in the company may agree that overtime is to be compensated for as time off in lieu.
5. The time when such time off in lieu is to be taken shall be agreed upon. Consideration must be paid to the company's employment situation.

The parties in the company can agree that an administrative system is to be established such that the hourly wage is to be withheld and paid when the time off in lieu is taken. The overtime premium is payable in accordance with the ordinary wage periods.

6. Rest time between two work periods according to the Working Environment Act § 10-8 which is part of the ordinary workday shall be paid the normal salary.

### B. Overtime premium

1. The following additional percentage is to be paid for overtime work: during the first five working days, an overtime premium of 50 % is payable until 9 pm, following which the overtime premium is to be 100 %. For work that the employee has to start on after 6 am during an ordinary working day, a 50 % overtime premium is payable until the start of the ordinary working hours.
2. A 100 % overtime premium is payable for work on Saturdays and days prior to public holidays that takes place after ordinary working hours, and work on Sundays and public holidays that takes place during ordinary working hours. In the cases the working hours arrangement at the individual company authorizes every Saturday free, the work on Saturdays is paid with 100% supplement.
3. The overtime premium percentage is as follows **from 1 May 2019:**

	<b>50 %</b>	<b>100 %</b>
Skilled workers	<b>167,48</b>	<b>334,96</b>
Unskilled workers	<b>151,48</b>	<b>302,96</b>
Apprentices	<b>151,48</b>	<b>302,96</b>

When ordinary apprentices and apprentices who combine upper secondary school with an apprenticeship (TAF) work overtime, the wages and overtime rates for unskilled workers are to be used. Apprentices in their 9<sup>th</sup> half-year are to be paid in accordance with § 3 A and the overtime premium payable to unskilled workers.



The overtime rates are to be adjusted on 1 May of each year based on the average pay for skilled workers during the previous year plus the general allowance. The basis for the adjustment is Statistics Norway's index for the 60 electrical professions.

### C. Meal break

1. There is to be a break of at least half an hour before overtime work of more than 2 hours' duration. (Section 10-9, No. 2, of the Working Environment Act.) The break is to be paid for as follows: if the break takes place prior to the end of the normal working hours, it is to be paid for at the same hourly rate as for public holidays. If the break takes place after the end of ordinary working hours, the overtime premium is also to be paid.
2. Meal allowance.  
An employee who has worked normal working hours and works overtime the same day is paid **NOK 86,50** as a meal allowance if the overtime work lasts at least two hours unless food is obtained by the client or employer. In the case of overtime work that will last for more than five hours, the company is presumed to provide additional food or to set aside an amount to cover food expenses.

### D. Shift work

1. In the case of shift work, two or three shift arrangements, as well as continuous shifts, can be agreed upon.

When converting from normal working hours – 37.5 hours per week – to different working time arrangements, the table below is to be used for wage compensation:

From 37.5 hours - 36.5 hours 2.74 %

From 37.5 hours - 35.5 hours 5.64 %

From 37.5 hours - 33.6 hours 11.61 %

Compensation for shortened working hours in connection with shift work is calculated on the basis of the actual hourly wage.

2. Regular shift work is counted as being continuous work assignments of at least 14 days' duration. The work is to be regarded as continuous even if it does not take place on Saturdays/Sundays.
3. Before the shift work starts, the parties are to confer in accordance with § 9 of the Main Agreement. Otherwise, shift plans and shift arrangements are to be prepared and approved in accordance with the provisions of the Working Environment Act.

### E. Shift arrangements

1. Two-shift arrangement – 36.5 hours per week.

A two-shift arrangement means that the working hours alternate between day and evening (one week of day work and one week of evening work) in a set shift plan. Two-shift arrangements may only be agreed upon between the hours of 6 am and 12 midnight on the week's normal working days.



## 2. Compensation

Compensation is to be calculated based on § 3 A. The compensation includes a nuisance bonus of 17 %. No compensation is payable for the day shift.

## 3. Three-shift arrangement – 35.5 hours per week

A three-shift arrangement means that the working hours change between day, evening and night (one week of day work, one week of evening work and one week of night work) in a set shift plan. Three-shift arrangements may only be agreed upon for the period from 10 pm on Sunday to 6 am on Saturday inclusive.

## 4. Compensation

Compensation is to be calculated based on § 3 A. The compensation includes a nuisance bonus of 17 % for the second shift. The bonus for the third shift is 27,3 %. No compensation is payable for the day shift.

## 5. Continuous shift arrangement – 33.6 hours per week

A continuous shift arrangement is work that is carried out 24 hours a day without any normal stoppage on Sundays and public holidays and which changes between day, evening and night work according to a set shift plan.

## 6. Compensation

Compensation is to be calculated based on § 3 A.

No compensation is payable for the day shift. A nuisance bonus of 17 % is payable for the second shift. A nuisance bonus of 27,3 % is payable for the third shift.

A nuisance bonus of 68,1 % is payable for work carried out on Saturdays after 1 pm and after the end of normal working hours on the day before a public holiday.

A nuisance bonus of 68,1 % is payable for work carried out on Sundays and public holidays up to 10 pm.

## **F. Transitional rule**

1. Should an employee have longer working hours than normal in a 24-hour period due to a transition from day work to shift work or vice versa during the 24-hour period in question (from midnight to midnight), the employee in question is to receive overtime pay for the excess hours.

## 2. Overtime

Shift workers who work overtime before or after the shift are to be paid an overtime premium for these hours in addition to the shift percentage for the employee in question's shift.

## **G. On-call schemes**

If a company is to establish on-call schemes, the company and union representatives are assumed to negotiate a framework agreement regarding on-call schemes. Minutes of these negotiations are to be kept and are to state the terms and conditions of the agreement. The cancellation period is to be in accordance with Chapter IV of the Main Agreement.

An on-call agreement shall as a minimum address

- Definition of an on-call period
- Wage compensation for on-call and emergency response
- Calculation of working hours and rules for compensatory leave

The on-call load should be distributed to as many as possible, so that at least three people should be part of the scheme.

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## § 9 Work outside the company

Cf. annex 2

### A. Definition

1. § 9 of the National Agreement only applies to employees who cannot stay the night in their own homes.

For example:

An employee who is employed by company X in Bergen but who lives in Stavanger is entitled to a daily allowance when he/she works in, for example, Trondheim.

When he/she works in Stavanger, no daily allowance is payable. If the company has agreed in the employment terms and conditions that the employee can live in Stavanger, the employee is entitled to a daily allowance when he/she works in Bergen.

#### **Comment:**

Otherwise refer to § 2 regarding changes in places of residence.

2. Foreign allowance  
In the case of work abroad, the terms and conditions are to be agreed upon in each individual company. The individual country's regulations regarding foreign labour must be taken into account here.

In the case of work abroad, a separate agreement regarding travelling time is to be entered into.

However, the minimum supplement for work abroad shall be:

For assignments outside Scandinavia but within Europe: 6 % in addition to § 9 G

For assignments outside Europe: 20 % in addition to § 9 G

The Norwegian state allowance scale for the country in question applies.

### B. Notification of a travel assignment

1. The company is to inform the individual employee of the travel assignment as soon as possible and in plenty of time before departure. The union representatives shall also be told of the travel assignment and of the conditions that apply to the individual assignment as early as possible. This notification shall, in so far as possible, be given by the employee responsible for this assignment. Should the assignment last for more than 10 days, the individual employee and union representatives are to be told which of the company's employees is responsible for the individual assignment. The notification must also include the safety and environmental services at the facility.

Any disagreement is to be resolved by the parties in the company.

2. All employees who are to take part in the assignment are to be sent a form containing all the necessary information. A copy of these forms is to be sent to the union representatives.

### **C. Travel preparations**

1. Private travel preparations  
Private travel preparations are to be paid for at the hourly wage in accordance with § 3 A. Provided the employee is to stay the night outside his/her home, private travel preparations of up to two hours are paid for. If a longer period of time is necessary, the necessary period may be agreed upon.
2. Travel preparations that take place in the company are to be paid for in accordance with § 3 A and form part of the piecework. In fixed-wage relationships, in accordance with § 3 E.
3. When the employee returns home after completing an assignment, four hours off after the arrival home are to be paid for when the employee has been away for more than eight full days. If the employee has been away for a continuous period of more than four weeks, one day off (7 ½ hours) is to be paid for. When the employee travels home during the construction period in connection with holidays or annual festivals, this provision does not apply when the employees are to return to the place where the facility is located.
4. The provisions in items 1 and 3 do not apply when the rota plan gives the employee time off for a continuous period of five calendar days.

### **D. Travel time at the facility**

1. In the case of work outside the company when the employees cannot stay the night in their own homes, the travel time provisions stipulated in § 3 H of the National Agreement are to be complied with, although such that the accommodation site is the starting point.
2. At facilities involving large internal distances, an agreement regarding travel time in connection with meal breaks can be entered into.

### **E. Travel to and from the facility**

1. At the start-up and completion of the facility, travel expenses are to be paid as per account rendered, with the home address as the starting point. Travel is to take place in the way that is the most reasonable/expedient for both parties. Travel in connection with the start-up and completion of the facility is to be paid for in accordance with § 3 A of the National Agreement and be added to the piecework. The method and time of travel is to be agreed upon in advance with the manager responsible.
2. The company undertakes to take out a travel/accident insurance policy for its employees. If the company already has insurance for its employees, it is not obliged to take out further additional insurances.
3. The employee will be reimbursed for the expenses of using his/her own car (km/NOK) provided this has been agreed upon.
4. The time spent travelling between the place where the facility is located and the home address is to be added to the time sheet, stating the time spent, and is to be paid for in accordance with § 3 A. Travel outside the normal working hours and on days off is to be paid for by an allowance in accordance with § 8. Travel on these days is to be avoided in so far as possible. Travel time is to be paid for in the case of travel when the work on the facility is started and completed, and travel at Christmas, Easter, Whitsun and summer holidays.

5. One free trip home is to be paid for after two weeks of working at the facility, provided at least one week of work remains at the facility. Trips home are to be adapted to fit in with annual festivals such as Christmas, New Year, Easter, Whitsun and holidays according to the holiday schedule. Where natural, several facilities may be combined before a free trip home is given after two weeks. The costs of travelling between the place where the facility is located and the home address are paid for. Travel must take place in the way that is the most reasonable/expedient for both parties.
6. If an employee arrives to the plant late or must leave the plant earlier after having complied with the company's travel arrangement, the time shall not be made up, but paid by agreed wages for the plant.

#### **F. Time accrual/rota schemes**

1. The parties must help to arrange the work so that the employees are ensured as much time off at home as possible. Pursuant to the approval of the principal, each company may agree on rota schemes or for time to be accrued to be taken as time off in lieu. This shall take place according to the following guidelines:
  - A rota plan is to be set up. If the rota plan contains daily working hours in excess of 10 hours, this is presumed to have been approved by the union entitled to make recommendations in accordance with the Working Environment Act.
  - The general rule is that the daily working hours should be interrupted by a 30-minute unpaid break. In special cases, daily breaks can be part of the working hours upon agreement.
  - The frequency of trips home stated in item E 5 may be deviated from.
  - When establishing work plans, one should strive to have travel to/from the site primarily on the first 5 days of the week (Monday–Friday).
  - No overtime premium is payable for time accrued.
  - The company shall pay the costs of travelling between the place where the facility is located and the employee's home address. The company shall reimburse the employee for the time he/she spends travelling to the facility when work on the facility starts and ends, and at Christmas, Easter, Whitsun and summer holidays.
  - Travel in connection with Christmas, Easter, Whitsun and summer holidays can be agreed locally to be added as additional time in order to balance the scheme more easily.
  - Trips home shall take place outside normal working hours. Should the employee wish to travel during normal working hours, the use of time off in lieu is to be agreed upon with the foreman or manager in charge.
  - When the employee takes time off in lieu, no meals allowance is payable.
  - Holidays/festival days in connection with the free period are compensated for with holiday compensation (7.5 hours)
  - If work is performed on holidays, the overtime premium of 100 % is paid and the holiday compensation for the number of hours that are worked.

#### **G. Out-of-town allowance**

Employees who are sent so far away that they cannot stay the night in their own home are to be paid an additional 14 % on their hourly wage (hourly wage in accordance with § 3 A) for the time they have worked.

## **H. Board and lodging allowance**

1. The company shall arrange for satisfactory board and lodging. The costs of food may be paid for as per account rendered or according to the daily allowance rates stated in K. The scheme to be used shall be agreed upon in advance.
2. Accommodation allowance. The company is to pay the costs relating to accommodation.
3. Should the company pay the costs of board and lodging as per account rendered, a deposit is to be paid in accordance with K 4.
4. For temporary workers' accommodation, mess rooms and private accommodation, a food allowance is payable in accordance with K 1.
5. A food allowance is payable in accordance with K 2 for accommodation in a guest house/hotel. In those cases, where the daily allowance for hotels/guest houses does not cover the actual expenses, settlement is to take place as per account rendered by accounting vouchers being submitted. The form of settlement to be used shall be agreed upon in advance.
6. A food allowance is payable in accordance with K 3 for travel to the facility in accordance with clause E 4.
7. The board and lodging allowance shall be calculated for the accommodation that is the most favourable for the company.
8. Should a rota, time accrual or overtime have been agreed on, the possibility of more meals and the times of these meals must be taken into account.
9. Private accommodation. Where private accommodation (board/lodging) is agreed upon on the wishes of the employee and where the company does not pay for accommodation, a daily allowance according to K 1 is payable per 24-hour period and a night supplement is payable according to K 5 provided these amounts do not exceed the cost of the accommodation (board/lodging) that the employee could have received at the company's expense. In such cases, the amount that the company has agreed on for the accommodation (board/lodging) is to be paid. No travel time at the facility is paid for under this scheme.

## **I. Guidelines for accommodation arranged for by the company**

### **1. Temporary workers' accommodation**

If the firm does not arrange accommodation for the employee at a hotel or guest house, the firm shall arrange for accommodation near to the location of the facility. The accommodation must be located such that employees are as little affected as possible by the noise and din from machinery and transport vehicles.

Minimum standard: the accommodation standard in temporary workers' accommodation shall be single rooms with a shower and toilet in each room. Various rig sizes may be used, but the bedroom including bathroom should not be smaller than 8.6 m<sup>2</sup>, and the ceiling height should be at least 2.30 m.

The rooms must be clean when the employee arrives and must thereafter be cleaned twice a week.

The rooms shall contain:

A table with drawers, two chairs, a lockable wardrobe, a bed and bedside lamp, a mirror, water glass, towels and a complete set of bedlinens. Pillows, sheets and duvet covers are to be changed each week. The rooms are to be equipped with curtains and roller blinds.

There must be a separate dining room with sufficient space for all the employees at the accommodation site or in connection with this. Similarly, there must be a living room big enough for all the firm's employees to be there at the same time. The living rooms must be furnished according to Norwegian standard with a radio and TV. The employees must have access to a telephone. Licences are to be paid for by the facility. The firm is to provide an iron and facilities for the employees to wash clothes. There must be space for work clothes to be dried and stored.

Exceptions from this rule may be made under special circumstances, for example in the case of work at link stations.

## **2. Private accommodation**

Where expedient, private accommodation may be agreed upon. Private accommodation means in this context the rental of a bedsitting room, flat or possibly whole house. Such accommodation sites are to be furnished to Norwegian standard, with access to a bathroom WC, radio, TV and telephone, and be in regulation condition. Licences are to be paid for by the company. The standard of accommodation is to be a single room (bedroom). Where several employees share a shower and toilet, these are to be cleaned as required.

The company is to pay the rent for such accommodation.

A food allowance is payable according to K 1 in the case of such accommodation.

## **3. Working aboard ships (at sea)**

Electrical fitters that work on board ships in operation shall, provided the circumstances exist, have board and lodging as electricians on board.

## **4. Welfare**

If the employees are interested, the company is willing to collaborate with the employees to pave the way for them to have the opportunity to take part in various forms of leisure-time activities.

## J. Comments

1. The rates in LOK § 9 K are adjusted at the same time as the government rates and are valid **from 1 January 2019**).
2. Facility agreements entered into expire once the facility is completed.

## K. Daily allowance rates (New rates from 1 January 2019)

- |   |            |
|---|------------|
| 1. Daily allowance, temporary workers' accommodation, mess room and private accommodation per 24-hour period      | NOK 535, - |
| 2. Daily allowance hotel/guesthouse per 24-hour period  | NOK 591, - |
| 3. Daily allowance during travel 0-6 hours  | NOK 0, -   |
| 6-12 hours  | NOK 307, - |
| More than 12 hours  | NOK 570, - |
| Daily allowance for overnight trips (travel with accommodation)   | NOK 780, - |
| 4. Deposit per 24-hour period   | NOK 108, - |
| 5. Night allowance for private accommodation where the employee himself/herself pays the costs per 24-hour period | NOK 121, - |

### Comment:

If a daily allowance in accordance with the National Agreement is paid and a deduction is to be made for individual meals, the Norwegian state rates for deductions are to be reduced by a percentage equal to the ratio of the state's rates to the Agreement's rates.



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## § 10 Special working conditions

**Comment:** Unskilled workers and apprentices are given the same allowance as skilled workers.

### A. Dirty work allowance

An allowance agreed upon between the company and employee in question is payable for work to be carried out in especially dirty conditions. The allowance payable is to be agreed upon before the work starts.

- Normal conditions in connection with the construction and rehabilitation of all types of facilities do not trigger a dirty work allowance.
- The dirty work allowance is payable for the number of hours that the employee works under the various conditions. In the case of work where oil clothes, Wellington boots, rubber gloves, etc., are required, the company is to pay for these.

#### ***Dirty work allowance I:***

A minimum of 4 % of § 3 A for skilled workers

Examples of application:

- In the case of work on buildings or machinery that are covered with oil or suchlike
- In the case of fire-sealing work where fire retardants are used

#### ***Dirty work allowance II:***

A minimum of 8 % of § 3 A for skilled workers

Examples of application:

- In the case of work in cold-storage rooms that are in operation
- In the case of clearing up/repair work following a fire in electrical installations
- In the case of work in mines
- In the case of rehabilitation and demolition work where the conditions are extraordinarily dusty/sooty/greasy/foul-smelling
- Tunnels that are or have been in operation.

#### ***Dirty work allowance III:***

In extreme cases, a separate agreement may be entered into.

### B. Repair and construction work on board ships:

1. A 9,5 % supplement to the § 3 A wage is payable for work on board cargo ships and on deck following the loading and unloading of cargoes of coal. The supplement is also payable for work on board ships, in cargo holds and on deck after the loading and unloading of unpackaged fish and for work on board ships following fishing or hunting operations where the conditions are comparable to the aforementioned. These supplements are paid until the ship has been cleaned in its cargo holds and on deck.
2. A 12,9 % supplement to the § 3 A wage is paid for work in engine rooms where checker plates have been removed or where the main engines are being overhauled.

3. For work on ships that have broken down and which are not covered by items 1 and 2, a dirty work allowance that corresponds to the above stipulated percentage rates is to be paid.
4. The above dirty work allowance does not include repairs to machinery and devices when the work is carried out in a workshop on shore. A supplement may be agreed upon for cleaning machinery that is particularly dirty.

**Comment:** Unskilled workers and apprentices are given the same allowance as skilled workers.

### **C. Special rules for looking after safety**

1. If work is to be performed that may involve a particular danger to life and health, written instructions shall be prepared concerning how the work should be performed and precisely which safety measures will be undertaken.
2. Performance-related pay cannot be used for work that is performed with respect to point 1. Such work shall be paid in accordance with the fixed-wage scheme § 3 E.

### **Work at great heights**

In the case of work at great heights, approved scaffolding, lifts or other hoisting arrangements (cf. the safety rules for scaffolding, etc.) shall be used. For work from a lift, mobile crane or overhead travelling crane a 5,5 % supplement shall be paid to the § 3 A wage for heights of 7-12 metres, and a 9,5 % supplement shall be paid to the § 3 A wage for heights of 12-30 metres. For heights in excess of this, agreements are to be reached. For work on factory pipes and church spires (lightning conductors, etc.), a separate agreement is to be reached.

#### **Comment:**

No supplement is given for work on approved scaffolding, including travelling scaffolding.

### **D. Onshore and inshore work**

The parties agree that the normal working conditions in the shafts and on the rest of the platform during onshore and inshore work is the basis for assessing whether a dirty work allowance is to be paid. Especially dirty conditions that deviate from what is normal are to be paid for according to the site agreement. Examples of this are: spraying concrete on bulkheads, loading trickling ore, repairing fire damage, etc. As regards work at great heights, the parties agree that the guidelines stipulated in §10 C, item 3, of the National Agreement are to apply to periods approved for the work to be carried out from a crew chair in a safety harness, etc.

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## § 11 Holidays

1. Holidays are to be granted in accordance with the Norwegian Holidays Act.
2. Holiday pay accrued during the previous accrual year is to be paid on the last normal payday before the holiday, although at the latest one week before the holiday is to be taken. Should the employee leave the company, the holiday pay accrued is payable on the employee's last normal payday. The pay statement shall state how the holiday pay has been calculated. Disbursement of the holiday pay may be postponed until the last working day if the employee has a variable wage.
3. Employees with a previous period of service with the company of at least three months accrue the right to holiday pay for up to three months in the case of mandatory service in the Armed Forces, Civil Defence or Home Guard pursuant to the provisions in section 10, item 5, a, b and c of the Holidays Act. The Norwegian National Insurance Scheme pays holiday pay on sickness benefit, cf. section 10, item 4 a of the Holidays Act. Pursuant to section 10 of the Holidays Act, the main organisations have agreed that holiday pay for such absences is to be calculated on the basis of the same earnings rates as have been calculated in the individual company for use when paying wages for 1 and 17 May.
4. Statutory extra holiday for elderly employees. It is a prerequisite that the employees' wishes regarding when to take the extra holiday are complied with in so far as possible. However, the main organisations agree that elderly employees cannot demand to take the extra holiday at a time that creates particular difficulties for the production work or the systematic taking of holidays by the company's overall workforce. Where this is the case, the company is entitled to require the employee to choose a different date to take his/her extra holiday.
4. Regarding the fifth holiday week, refer to annex 10.

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## § 12 Allowance for public holidays and 1 and 17 May

### The A scheme

Instead of earnings, workers that are paid by the week, day, hour or job who are not in ordinary work on the days stated below are to be paid an allowance according to the following rules:

#### I The allowance

1. The allowance is payable for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day and Whit Monday, and for Christmas Day and Boxing Day when these fall on a weekday that would otherwise have been a normal working day according to the company's fixed working arrangements.
2. With reference to section 3 of the Act of 26 April 1947 regarding 1 and 17 May, the organisations agree that the rates for 1 and 17 May are to be coordinated with the rates for public holidays. The allowance for public holidays and payment for 1 and 17 May shall, within the individual company and for adult employees, be determined according to a group calculation method unless the parties agree to determine the allowance correspondingly in the company's average hourly earnings for all employees. These provisions do not prevent the parties in the company from agreeing on a different payment scheme.

#### Comment:

The basis for the company's average hourly earnings includes fixed allowances such as the skilled worker allowance, the foreman's allowance and the out-of-town allowance. All fixed allowances are to be included when determining the company's average hourly earnings, including shift allowances, internal company allowances, skilled workers' allowances, foreman's allowance, out-of-town allowance, inshore allowance, piecework wages, bonuses, dirty work allowance, allowances for work carried out at great heights, and offshore allowance. An exception to this is the allowance for shortened working hours provided the public holiday allowance is calculated by the total wages payable being divided by the amount of time actually worked.

3. The previous 3<sup>rd</sup> quarter is used as the calculation period for the public holidays during the Christmas and New Year period. For the other public holidays and 1 and 17 May, the 4<sup>th</sup> quarter is used. These provisions do not prevent the parties at the company level from agreeing on a different calculation period. If, within the scope of the agreement, general allowances are granted during the period following the calculation period, these are to be added when the allowance is paid.
4. The allowance is payable for the number of hours that would have been the ordinary working hours on the day in question. The allowance is to be reduced proportionately if, according to the company's prevailing working arrangements, the working hours have been reduced on the weekday in question. A deduction in the allowance is to be made for any daily allowance, etc., that the worker receives for the day in question from the employer or a social security institution and which is fully or partially financed by a mandatory contribution from the employer.
5. For young workers and apprentices, male or female, the payment is to be calculated as being equal to the average hourly earnings in the company for these workers as a whole, unless the parties agree on a different method of calculation.

6. For workers at companies that practise fixed-wage systems, an allowance calculated according to the individual's hourly earnings during the week when the festival or public holiday takes place is payable.
7. For weekly paid workers, there is to be the opportunity to agree that they, instead of an allowance according to the above rules, are to retain their full weekly wage also in weeks containing public holidays or 1 or 17 May.

#### **Comments:**

- a) In addition to the payment the worker in question is to receive according to the Agreement, shift workers are to be paid **NOK 42,74** for each full shift they have worked on public holidays that fall on an ordinary weekday. Up to three shifts are counted for each public holiday. As a rule, the period is counted from 10 pm prior to the public holiday in question to 10 pm on the public holiday or the last public holiday.

The above provisions apply to the extent that the following days fall on an ordinary weekday: New Year's Eve, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday as well as Christmas Day and Boxing Day. Holiday pay is to be calculated on the abovementioned **NOK 42,74**, but shift and overtime percentages are not.

- b) Shift workers who lose shifts prior to public holidays due to the working hour regulations stipulated in the Working Environment Act are to be paid an allowance for these shifts as if they took place on a public holiday. If a part of the shift on these days is lost, the allowance is to be in proportion to the time lost by the employees.

#### **II Accrual rules**

Employees who have been employed by the same company for a continuous period of at least 30 days prior to public holidays, or who are employed later if the work is of at least 30 days' duration, are entitled to the allowance. As regards this accrual, the three public holidays at Easter are regarded as one unit and the two public holidays at Christmas are counted together with New Year's Day as one unit. For 1 and 17 May, the rules stipulated in section 3 of the Act of 26 April 1947 relating to 1 and 17 May apply.

#### **III Rules regarding the loss of the allowance**

1. Compensation is also payable when holidays and the 1st and 17th of May fall during a period in which the employee is on holiday or is laid off due to a shutdown.
2. If an employee with at least five years of continuous employment with the company is terminated without this being due to his/her own circumstances and the notice period expires on the last working day in April or December, the employer shall pay him/her compensation for respectively 1 May and 1 January.

#### **IV Disbursement**

The allowance is to be paid at the latest on the second payday after the public holiday. For those public holidays that are counted as one unit, it is to be paid at the latest on the second payday after Easter Monday or New Year's Day respectively. Should the employment relationship come to an end prior to this date, the allowance is to be paid together with the final settlement.

#### **V**

The allowance is counted as being part of the employee's earnings and is to be included when calculating holiday pay. It is not to be included when calculating the overtime premium.

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### **§ 13 The sick-pay scheme**

The company shall advance sick pay where there is a valid medical certificate permitting sick pay in accordance with the National Insurance Act. Beyond the employer period advancement is limited up to the refundable amount according to the National Insurance Act, as of today 6G unless local agreement do not say otherwise. The employer pays full salary during the employer period according to current regulations.

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## § 14 Short-term compassionate leave

Such leave shall be entered into in the companies.

The schemes shall at least cover the following compassionate leave cases:

1. Leave in the case of a death or to take part in the funeral of a member of the immediate family. By immediate family is meant those who are closely related to the employee, such as a spouse/cohabitee, children, sibling, parent, parent-in-law, grandparent or grandchild, and leave for the funeral of an employee so that the employees in the person concerned's department can be represented.
2. Leave in order for the employee to be examined, treated and receive a check-up by a dentist or physician, and treatment by a physiotherapist or chiropractor following a referral by a physician.

This relates to cases where it is impossible to get an appointment outside working hours. In some cases, the employee may also have to travel a long distance. Such cases are not covered by the provisions, which only apply to short-term compassionate leave. In addition, the employee will in the latter case usually be off work sick.

3. Leave for the rest of the working day in those cases where the employee has to leave the workplace due to illness.
4. Leave due to an acute case of illness in the home. This refers to an acute case of illness in the home, provided that other help cannot be obtained and the employee's presence in the home is unconditionally necessary. The regulations regarding short-term leave also apply here so that the employee can make other arrangements.
5. Leave for a spouse/cohabitee when this is necessary in connection with a birth in the home or in the case of admission to a hospital.
6. Leave when moving to a new permanent place of residence.
7. Leave in connection with giving blood provided it is difficult to do this outside working hours. The parties in the individual company are to agree on further details regarding the guidelines for how to practise the scheme.
8. Leave to accompany a child to kindergarten for the first time and to school for the first time.
9. Women who are breast-feeding a child are entitled to the time off they need for this, with a minimum of half an hour twice a day, or they can demand to have their working hours reduced by up to one hour per day. Payment for this is limited to a maximum of one hour a day, and ceases when the child reaches the age of one year.
10. Compassionate leave is granted for the employee's own children's confirmation, but the individual employee must himself/herself notify the company in writing of when this is to take place.
11. Leave when parents are invited to conference hour in primary schools, and this cannot be done outside working hours. Such leave is granted for up to two hours.
12. Leave for attendance at the medical board.

### **Comment:**

- By cohabitee is meant a person who has had the same residence as the employee for at least two years and has been registered in the National Population Register as having the same address as the employee for the same period.

- By short-term compassionate leave according to the above rules is meant leave for a necessary amount of time, up to 1 day's duration, for which the employee is paid his/her ordinary wage.



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## **§ 15 Adjustment regulations for the 2<sup>nd</sup> year of the agreement**

1. Before the end of the first year of the agreement, negotiations shall be held between the Confederation of Norwegian Business and Industry and the Norwegian Federation of Trade Unions, or the body authorized by the Norwegian Federation of Trade Unions, of any salary adjustments for the 2<sup>nd</sup> agreement year. The parties agree that negotiations shall be based on the financial situation at the time of negotiations and predictions for the second year of the agreements as well as price and wages development during the first year of the agreement.  
The changes to the collective agreement for the second year of the agreement are to be decided on by the Norwegian Federation of Trade Union's executive committee, or the body authorised by the Norwegian Federation of Trade Unions, and the Confederation of Norwegian Business and Industry's executive board. Should the parties fail to agree, the organisation that has submitted the demand may, within 14 days of the end of the negotiations, cancel the individual agreement by giving 14 days' notice of this (although the agreement cannot expire before 1 April 2019).
2. Adjustment provision Nelfo – Electricians and IT Workers' Union Fixed hourly wage rates and piecework multiplier will be adjusted as at 1 May during the intervening year in the period the collective wage agreement is valid in relation to the trends in wages in Statistics Norway's statistics for adult workers in total from the prior year. The adjustment shall however at a minimum correspond to any possible supplement that is agreed upon between Confederation of Norwegian Business and Industry - the Norwegian Federation of Trade Unions.

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## § 16 Entry into the minutes of the Agreement

### 1. Electromechanical repair workshops

This National Agreement and Part 1 of the piecework pay scale are made applicable to electromechanical repair workshops, although such that no normal wage rate is to be determined for work carried out in these companies' workshops. However, this shall not be used to lower the general wage level. This provision does not apply to companies that are covered by the provision in the Order in Council of 5 February 1965. Apprentices in electromechanical repair workshops are subject to the training provisions that have been determined for this professional group. Otherwise, refer to § 1 of the National Agreement.

### 2. Regulations

The company shall place at the employees' disposal any relevant laws and regulations, such as the regulations and norms that are necessary and which the fitters are ordered to comply with in the companies' internal controls. The fitters and apprentices are responsible for updating the regulations on the basis of the supplements handed out.

When revising and modifying these, companies shall give employees the necessary training. Cf. LOK § 5.3, last sentence.

### 3. Safety work

- a) The parties agree on the necessity of contributing to the safety work functioning as intended, for example by supporting the annual training of and information to the safety representatives. The parties agree that a collaboration regarding safety and environmental questions is to be established in the Nelfo - Electricians and IT Workers' Union in order to later be able to assess the need for a common industrial committee for this area.
- b) Regarding first-aid equipment, refer to the guidelines stipulated in the regulations issued by the Directorate of Labour Inspection.
- c) Guidelines for dining, laundry and changing rooms as well as for sanitary conditions.

Refer to the Directorate of Labour Inspection's regulations:

- I. Before a project relating to new construction work or major modification work begins, the company undertakes to allocate to the employees a dining and rest room that has satisfactory heating so that they can stay there during their rest periods.  
  
Standardised mobile temporary housing may be used for the abovementioned purposes. The room must be lockable and the company undertakes to keep the room properly clean.
- II. Apart from the dining and rest room, the company undertakes to arrange for a changing and laundry room where it shall be possible – during rainy weather or when the nature of the work makes this necessary – to dry work clothes and footwear. This room shall be lockable so that travel clothes and work clothes may be kept there.
- III. In connection with the abovementioned rooms, there must be a toilet for each 20 employees when there are urinals.
- IV. For other work, the company shall, as soon as the conditions allow, ensure there is a place for meal breaks where the employees can change and wash themselves and have access to toilets.

**Comments:**

With reference to section 10-9 of the Working Environment Act, the following are satisfactory:

- Cafés are satisfactory eating places.
- In private homes, any room that is heated, clean, tidy and adequately lit and provides an opportunity to sit properly at a table is to be approved as a satisfactory dining room.
- Customer companies (industry). Canteens and dining rooms.
- In institutions such as churches, schools, hospitals, establishments, etc., existing dining rooms/canteens must be regarded as satisfactory dining rooms.

The guidelines apply until the Directorate of Labour issues any regulations regarding the construction industry.

**4. Mechanics and welders**

In the case of installation work involving extensive ironwork, the firms may need to hire mechanics and welders to carry out this work. Skilled workers are to be paid according to § 3, skilled worker wages, and are to take part in the joint piecework according to the Agreement's provisions. The criterion for being acknowledged as a skilled worker is a passed qualifying examination in accordance with the Training Act following a completed apprenticeship under contract, or work experience in accordance with the Act.

**5. Service electronics engineers and electrical repairmen**

Refer to annex 4.

**6. Cooperation on safety**

Nelfo and the Electricians and IT Workers' Union underline the need for safety when carrying out work on electrical facilities and equipment. The parties will therefore undertake to inform each other of communication with and activities relating to the authorities or other organisations. The parties are also prepared to cooperate on issues relating to the regulations governing this area.

**7. Industry statistics**

The parties agree that there is a need for separate wage statistics for the industry. The statistical basis for the situation as at 31 December of each year is to be submitted by the end of the 1<sup>st</sup> quarter of the subsequent year at the latest. Nelfo is responsible for obtaining the statistics.

The statistics will be set up on a county-by-county basis.

The industry statistics shall include the following:

- Total fixed wages skilled workers
- Total fixed wage hours for skilled workers
- Total productivity-based wages for skilled workers
- Total productivity-based wage hours for skilled workers
- Total variable allowances skilled workers
- Overtime skilled workers
- Sick leave percentage for companies covered by the National Agreement
- No. of man-labour years for companies covered by the National Agreement

All the abovementioned parameters, with the exception of the registration of the number of employees and sick leave, are to be based on skilled workers. The union representatives at the individual company are to be given a copy of the company's statistical material and an opportunity to discuss this. The abovementioned statistical material is confidential information.

#### **8. Tools and work clothes**

The company undertakes to at all times provide the individual employee with the necessary, expedient and practically usable tools and work clothes.

#### **9. Fee for administering the piecework pay scale schemes**

For each wage period, the companies are to pay an amount equivalent to 0.3% of the total wages covered by the National Agreement. This amount is payable to the Electricians and IT Workers' Union and, at the time when the scheme is established, it has been deducted from §3 A by the amount of NOK 0.36.

#### **Documentation**

Nelfo is to be sent an auditor-certified report showing how the funds have been spent by 30 June of each year. These accounts are to be kept separate from the Electricians and IT Workers' Union's other accounts. Significant deviations from estimated deduction amounts entitle the parties to require changes to be made.

#### **10. Immigrants**

The parties agree that, both centrally and locally, efforts must be made to make conditions suitable so that immigrants choose to a greater extent to work in the electrical industry. On this basis, therefore, the parties at a local level should discuss the company's relevant problems relating to the recruitment of immigrants, such as practical adaptations and questions relating to attitudes.

#### **11. Mandate of the piecework committee**

Goal:

The overall goal of the committee is to always have a piecework list which is correct with regard to pricing.

A permanent productivity wage committee is appointed with 3-3 representation. The parties may summon experts when necessary. The committee shall attend to the piecework tariff item 140-15 and shall each year by 30 April submit new prices and materials which are added to the list.

If necessary, time studies will be conducted according to given criteria prepared by the committee.

The principle of price determination is performed according to the piecework tariff item 135-10.

## **12. Subcontracting work**

The parties agree that it is important to make an effort for the industry to become as attractive and serious as possible. Where own staff is insufficient, various measures should be discussed – including the option to increase the number of permanent employees, cf., the Main Agreement § 9-3.

The parties are committed to preventing «social dumping» and to meet the challenges entailed by an international market and free movement in the labour market and service market in a good way and in accordance with Norwegian legislation and agreements as well as international regulations.

If the company wishes to subcontract parts of the work, there should be negotiations with the company union representatives in advance, cf. the Main agreement § 9-3.

The protocol should state the staffing need, the reason for not hiring, as well as the extent and duration.

The company management shall, upon request, demonstrate to the union representatives that subcontractors have proper wages and working conditions. Wages and working conditions perceived as unreasonable by company union representatives compared to central collective agreements can be discussed with the company.

Upon the union representatives' request, the company shall inform the union representatives of how arrangements are made for employees of the subcontractor working temporarily for the company have living and working conditions in accordance with § 9 I.

If subcontracting the work means that the company must dismiss or lay off permanent employees, subcontracting the work may violate § 15-7 of the Working Environment Act and § 7-1 no. 1 of the Main Agreement. The union representatives may require negotiations on this.

## **13. Maternity or paternity leave**

In connection with local wage negotiations, the company shall also conduct a wage evaluation of employees who are absent due to maternity or paternity leave.

## **14. Care leave according to the Working Environment Act § 12-3 gives the right to ordinary wages during leave.**

(Legal text of the Working Environment Act § 12-3: In connection with the birth, the father has the right to a two week leave to assist the mother. If the parents do not live together, the right to leave can be exercised by another assisting the mother.)

## **15. Personal integrity in working life**

Implementation of electronic systems collecting and storing data on individual employees or his or her movements, for example implementing a system to monitor the car fleet, shall be discussed in accordance with MA 9-13 and additional agreement IV. One shall also discuss who will have access to the collected data, their use, how they are to be stored and how long they are to be stored.

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## § 17 Hiring in and out of workers

Within relevant professional areas, the hiring in and out of workers shall take place according to the following rules:

1. The hiring in and out of workers is to be discussed with the union representatives according to the provisions stipulated in § 9.3 of the Main Agreement and in accordance with the regulations governing the hiring in and out of workers, section 14-13 of the Working Environment Act. Employees who are hired out must be given, in writing, all necessary information relating to the assignment.
2. Workers shall only be hired in from companies that are approved training companies and which themselves are producers, so that the company meets the requirements stated in section 14-13, No. 1, of the Working Environment Act (a maximum of 50 per cent of a company's own permanent employees can be hired out). The parties can make an exception from point 2 for foreign companies.
3. If the company hiring in workers pays its employees a productivity-based wage, the hired-in workers shall take part in this form of remuneration.
4. In the case of fixed-wage work in accordance with § 3 E of the National Agreement in the company hiring in the workers, the company hiring out the workers may use its own fixed-wage agreements provided these have been entered into in accordance with § 3 E of the National Agreement. Otherwise, the working conditions shall comply with the agreement regarding the facility/project.
5. Worker may only be hired in or out between companies that have proper wage and working conditions. For such hiring in, the company must upon request by the union representatives document the wages and working conditions that are applicable in the enterprise where the hired in workers shall work within the area of applicability of the National Agreement, cf. § 1.
6. In the case of workers hired in from abroad, the company hiring out the workers shall confirm in writing that the agreement regarding the facility/project is to be used as the basis for the work assignment.
7. If under 10 per cent of the employees within the professional area are hired in, the matter is to be discussed with the union representatives. If more than 10 per cent of the employees within the professional area are hired in, this shall be agreed upon with the union representatives.
8. When leasing electricians, the company shall upon request submit an overview of necessary professional qualifications and FSE training for leased personnel.

**Comments:** To item 4: Paying foreign employees means that the company has to adapt the wages to the provisions of § 3 E of the National Agreement.

## Annex 1

### **Improvement of expertise, development centre, etc. The electrical industry's development centre (ELBUS)**

1. The main objectives of ELBUS are to improve the expertise of the industry's skilled workers and other employees, to spread knowledge of research and development work and to contribute to the companies' organisational development.
2. ELBUS is intended to help improve the further training in the industry. This is to be achieved by supporting regional cooperation between the parties. Support may be given to regionally agreed further education measures on which the Technical Contractors' Association, Norway's and the Electricians and IT Workers' Union's local organisations agree.

ELBUS is organised in the following manner:

- ELBUS has its own board and its own articles of association
- In order to ensure efficient use of the funds in relation to the individual needs of the parties and the purpose of the arrangement, the funds that are received by ELBUS are divided between the parties:
- The funds shall be used in line with the purpose described above in points 1 and 2.
- Each of the parties will report their own activity and accounts to the board:
- The parties should prioritise grants for, and co-operation on, projects in which they have a mutual interest

Implementation of the scheme is described in a common information sheet contained on the parties' Websites, [www.elogit.no](http://www.elogit.no) and [www.nelfo.no](http://www.nelfo.no).

Tariff fee and ELBUS fee are calculated as a percentage of (hereinafter the calculation basis)

1. Hourly wage (§ 3 A, B, C, D and E) incl. skilled worker supplement
2. Contract wage (profit, contract settlement § 4 A and B), productivity wage onshore (advance and profit) § 4 C
3. Productivity Salary ships (advance and profit) § 4 D
4. Wages for work not performed in the accord
5. Wages during illness in the employer period

As shown by the above, overtime pay, height and laundry allowance supplements as well as base supplements are not to be included in the calculation basis.



## Annex 2

### **Joint statement by NELFO (the Norwegian Electrical Contractors' Association) and NEKF (the Norwegian Federation of Electricians and Power Stations) regarding § 9 of the National Agreement**

Section 9 of the National Agreement only applies to employees who cannot stay the night in their own homes. Normally, therefore, §9 has usually been applied when a company has undertaken an assignment that is far from the place of employment (the company) and when the employees live near to the place of employment. In addition, over the past few years, there have been several cases where the company has agreed to the employee living far from the place of employment (the company) because the work assignments in question, such as in the offshore sector, also take place far from the company. Here, the requirement of a residence near to the company has been of little or no relevance. Experience has shown that situations arise in which the company does not get work assignments that are far from the place of employment (the company). If this situation is of a permanent nature, the parties agree that a change of residence may be stipulated as a prerequisite for further employment. Such matters shall be discussed with the union representatives in accordance with the Main Agreement's intentions. In such cases, compensation pursuant to §9 shall be given for work tasks during a transitional period. The transitional period applies until the employee has moved or the statutory period of notice has expired. If the situation is such that there are fewer jobs away from the place of employment for a short period, e.g., 3-6 months, it may be relevant to enter into a separate agreement regarding work at the company (the place of employment) in order to avoid dismissing or laying off the employees who cannot or do not want to move home. Such an agreement with individual employees that is approved by the union representatives is intended to enable the employee to be employed by the company during this period through the company assisting in finding temporary accommodation and without §9's provisions being applied. It is specifically stated that such an arrangement is voluntary and presumes agreement by both parties. Claims for a daily allowance and other travel allowances have in individual cases also been submitted by employees who are employed to work in the immediate vicinity of the place of employment but who live at distances that require them to stay the night away from home.

These are matters that are basically not covered by § 9 unless the company has previously agreed to the distance by a daily allowance and other travel allowance being paid or by the relationship to §9 being clarified in the employment contract. The parties in the individual companies are requested to establish a practice and an employment relationship for each employee that is in accordance with the organisations' intentions and interpretations that are presented here. It is also of the greatest importance that disparate treatment is avoided.

In this context, the organisations will regularly obtain information on how this agreement is interpreted and complied with.



## Annex 3

### Agreement regarding guidelines for percentage deductions of union dues

- deduction agreement between the Confederation of Norwegian Business and Industry and relevant national associations and the Norwegian Federation of Trade Unions, represented by the Electricians and IT Workers' Union.

#### 1. Basis

- 1.1 The agreement regarding deductions of union dues as a percentage of wages is based on the provisions regarding this stipulated in §11-3 of the Main Agreements entered into between the Norwegian Federation of Trade Unions and the Confederation of Norwegian Business and Industry.

#### 2. Information

- 2.1 It is a prerequisite that the information made available regarding the individual employee and individual company is not used in any context other than in connection with a deduction of union dues.

#### 3. Those for whom deductions are to be made

- 2.1.1 The Electricians and IT Workers' Union's local branches or societies are responsible for keeping the company up to date about those for whom union dues are to be deducted and for following this up. The company is to be notified of new members or members who withdraw from the union on separate, standard notification forms.
- 2.1.2 Deductions for new members are to be made as from the first possible deduction period (wage payment) or after written notification has been given.
- 3.2 Deductions for members who have withdrawn from the union are to stop as from the wage period after written notification has been given by the Union, branch or society.

#### 4. Carrying out the deduction

- 4.1 The dues are to be deducted by the company from each wage payment.  
The amount deducted is to be transferred each month.
- 4.2 The percentage to be deducted is to be calculated on the entire accrued basis of calculation in each pay period (including piecework subsequent payments and holiday pay).  
The basis of calculation is the employee's gross wages that are stated under code 111-A and the taxable expense allowances, etc., in the pay and tax statement. Exceptions to this are fees in excess of the normal fees to members of the board and corporate assembly, and gifts to show appreciation.
- 4.3 The estimated dues are to be deducted with priority after tax deductions, pension premiums, contributions to the information and development fund and the low-paid fund, and spouse/child maintenance contributions.

- 4.4 When transferring the dues to the Electricians and IT Workers' Union, pre-printed bank giros that are sent to the company are to be used. Companies that print out payment forms from their own computer systems must include the company identification stated on the forms that are sent out. The union society is to be given a copy of the giro that has been used to make payments to the Electricians and IT Workers' Union.

## **5. Deductions**

- 5.1 The company shall, either on its own or through a bank, deduct the union dues and insurance premium if this is part of the membership when the union representatives – or if these have not been elected – the Electricians and IT Workers' Union or its branches so require. The Electricians and IT Workers' Union or its branches shall notify the company of the rates that are to be used when deducting the union dues and insurance premiums.

The individual company's union society can decide that additional dues are payable to the society. The society dues are to be deducted together with the normal dues by the union dues' rate being increased. The date for establishing or changing the society dues is to comply with the rules stated in item 5.4.

- 4.2 The union dues that have been deducted are to be transferred to the stated account number in the Electricians and IT Workers' Union.
- 4.3 In those cases, where the company's union society has decided to introduce additional union dues for this society, this amount is to be transferred to a stated account number in the society.
- 5.4 Changes in the percentage rate may take place as from 1 January or 1 July provided one month's written notice of this is given.

## **6. Several branches**

- 6.1 If the Electricians and IT Workers' Union at the same company has members from several branches, the company is to deduct the union dues for all the branches. If the branches decide to introduce additional union dues for their own areas and the company cannot undertake to deduct different union dues rates for the various branches, the branches are to agree on a common rate which is to be notified to the company.

The Electricians and IT Workers' Union may leave it up to one of the branches to represent the union with regard to the company. The branch that has been authorised to act on behalf of the Electricians and IT Workers' Union is responsible for the company being made able to group the members according to their branches in the deduction lists.

## **7. Deduction lists - notifications**

- 7.1 The company shall report the deductions made by regularly sending deduction lists. These deduction lists, stating the deduction period, are to contain:
- The employee's date of birth/national ID No. (11 digits) and membership No. or work No. if this is used as a member number
  - Name
  - Amount deducted

- Notifications, which should include the following:  
New members during the period – Members who have withdrawn during the period – Those starting or finishing their initial period of compulsory national/civilian service - Deaths – Any other notifications on which the parties to the collective wage agreement agree.

If computerisation makes it possible or the parties in the company so agree, the following notifications may also be included:

- Those starting on or finishing layoff periods or unpaid leaves of absence of at least five days' duration in excess of the employer period.
- Those starting to receive or no longer receiving payments from the social security office  
gross – wages – deducted so far – transition to invalidity benefit/pension, retirement pension or contractually agreed early retirement pension

The employees are to remain on the deduction lists as long as they are members of the Electricians and IT Workers' Union and have an employment relationship with the company.

7.2 The deduction lists are to be sent to the branch and company union society each month unless otherwise agreed.

In those cases, where sending deduction lists to several branches creates practical problems, the organisations are to discuss other solutions.

7.3 As regards employees on sick leave, the company shall, after the expiry of the employer period, notify the social security office of any deductions of union dues to be sent to the Electricians and IT Workers' Union.

7.4 The Electricians and IT Workers' Union or its branches and the Norwegian Electrical Contractors' Association or the individual company may agree to the deduction list's information being provided electronically.

7.5 To facilitate the work for those companies that do not use computers, the Electricians and IT Workers' Union will – if so ordered – supply standard deduction lists that can be used for reporting.

## **8. Adaptation**

8.1 For companies that for technical reasons cannot fully comply with the guidelines, the necessary adaptations or transitional schemes are to be agreed upon in consultation with the parties to the agreement.

8.2 If the company deducts union dues for employees who are organised in other unions, it is presumed that reports will be coordinated in consultation with the organisations.

## **9. Duration and cancellation**

9.1 The parties may cancel this agreement by giving one – 1 – year's notice of this in writing.

## **Annex 4**

### **Service electronics engineers and electrical repairmen – skilled workers - the National Agreement is to be applied as follows:**

1. The Agreement covers the companies permanently employed skilled workers.
2.
  - a) By electrical repairman is meant those who meet the requirements regarding electrical repairmen pursuant to the prevailing educational requirements.
  - b) By service electronics engineer is meant those who have passed the qualifying examination after completing an apprenticeship in accordance with the provisions of the Training Act. This applies to both those who have completed an apprenticeship in a company and those who have been trained in a three-year course at upper secondary school. Similarly, service electronics engineers are counted as those who, after passing the qualifying examination, have been authorised or who meet the minimum requirements as to service electronics engineers stipulated by the industry's organisations.
  - c) With regard to apprentices, the training provisions are to be complied with in accordance with the Training Act.
3.
  - a) As regards wages, refer to §§ 3 A, C, E and § 4 E.

## **Annex 5**

### **Dealing with disputes between the organisations**

1. The organisations' secretariats are to hold regular meetings, preferably once a week, to deal with disputes that have been submitted, and other matters that can be dealt with/clarified by the secretariats jointly.
2. Organisational meetings between Nelfo and the Electricians and IT Workers' Union must be arranged at the latest one month after the dispute has arisen at the corporate level. The company's parties undertake to send the minutes of the meeting to their respective associations as soon as the meeting has been held and the minutes have been signed.
3. In the case of any disagreement between the organisations, the party that wishes to take the case further must do so within one month of the organisational meeting being held.

## Annex 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 organizations 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 organizations can provide advisory services.

##### ***– Working life – family policy***

The central organizations will seek a parental leave scheme that promotes equality. The central organizations 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 organizations 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 organizations 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).

## **Annex 7**

### **AGREEMENT on an Information and Development Fund established by the Confederation of Norwegian Business and Industry and the Norwegian Confederation of Trade Unions**

**(Last change in 2011)**

#### **§ 1 Purpose**

The purpose of the fund is to implement or support efforts to promote information and education within the Norwegian working life.

#### **§ 2 Instruments**

The information and education offers, including courses and schooling, shall among other things aim for

1. modern schooling of union representatives with particular focus on productivity, environment, economics and collaboration issues,
2. educating managers and employees within the same areas as mentioned in item 1,
3. preparing, facilitating and developing training efforts,
4. through various efforts, contribute to the increased creation of values, promote good collaboration within individual companies.

#### **§ 3 Funding**

A simplified collection model has been established where the number of employees forming the basis for calculating the premium is determined from the information the company has given to the National Insurance Office's employee/employer registers with the following categories:

- |          |                                     |
|----------|-------------------------------------|
| Group 1: | From 4 hours/week to 20 hours/week  |
| Group 2: | From 20 hours/week to 30 hours/week |
| Group 3: | From 30 hours/week and up           |

Companies pay the premium in arrears every quarter at the following monthly rates. Starting in Q3 2011, the following premium rates per month for the O / U Fund apply:

- |          |           |
|----------|-----------|
| Group 1: | NOK 17, - |
| Group 2: | " 27, -   |
| Group 3: | " 46, -   |

Employees who fall under the Main Agreement for workers between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry, are obligated to pay NOK 3.25 per week.

The amounts are regulated by the Secretariat of the Norwegian Confederation of Trade Unions and the Working Committee of the Confederation of Norwegian Business and Industry according to the recommendations of the Fund Board, cf. § 5



#### **§ 4 Collection of premium**

The premium mentioned in § 3 is to be paid quarterly to the Common Office for the Federation schemes. Premium payment shall cover the company's total obligations to all IE funds.

#### **§ 5 Administration**

The Fund is governed by a board of 6 members where the parties appoint 3 each. The position of chairman alternates between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry for one year at a time.

#### **§ 6 Use and distribution of the funds**

The Fund Board determines each year the amounts to be allocated in advance for the common purposes they desire to support. Other funds are allocated - with one half to each party - by special committees appointed by each of the two main organisations. Special regulations are established for these committees' activities.

The Confederation of Norwegian Business and Industry and the Norwegian Confederation of Trade Unions keep each other informed mutually of the special committees' plans for the use of the funds and what measures have been taken.

All companies contributing to the fund shall according to further specified regulations be able to participate in efforts funded by the Fund.

#### **§ 7 Accounts and annual report**

The Fund's fiscal year is the calendar year. AT the end of each fiscal year annual accounts are prepared and revised by a Certified Public Accountant. The accounts are sent with the annual report to the Confederation of Norwegian Business and Industry and the Norwegian Confederation of Trade Unions.

#### **§ 8 Dissolution**

Should the Fund be dissolved, the balance of funds accrue to the Confederation of Norwegian Business and Industry and the Norwegian Confederation of Trade Unions so that each organisation receives the amount it was entitled to dispose according to § 6 of the agreement. The remaining funds must be used in accordance with § 2 of the agreement.

#### **§ 9 Entry into force**

This agreement enters into force on 1 October 1970 and is in force until the first ordinary tariff revision after the expiry of the Main Agreement. Then the agreement follows the ordinary tariff period with a revision, if any, occurring in connection with the spring settlement.

#### **Notes:**

The representatives of the Confederation of Norwegian Business and Industry informed that they should be prepared for similar agreements being made with other organisations outside the Norwegian Confederation of Trade Unions with which they had similar collective agreements. In this context, it will be necessary to discuss the practical implementation of both collection of the fee and the distribution of funds.

These organisations are included in § 7 of the agreement between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry.

## Annex 8

# Agreement between the Norwegian Federation of Trade Unions-the Confederation of Norwegian Business and Industry regarding severance pay

## Agreement on severance pay LO-NHO

**NB! Changes in 2018 not implanted!**

(Applicable from 1 January 2011)

### 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' Organization (N.A.F) – now the Confederation of Norwegian Enterprise (NHO) – hereinafter referred to as the Parties – cf. decision of 14 June 1966 delivered by the State Wage Arbitration Council, as subsequently amended.

The agreement entered into force 1 October 1966 and is incorporated as part of each and every collective agreement between organizations 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 April, in connection with revision of the collective agreement. If not terminated, the agreement 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, 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 organizations, 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 agreement with an LO union.
- b) Enterprises that are not members of NHO that have a collective agreement with an LO union.
- c) NHO member enterprises bound by a contractual wage agreement that do not have a collective 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 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 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 organization 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 agreement exist. In the event of termination of the collective agreement during the agreement period, the obligation to pay premium to the Severance Pay Scheme will nonetheless apply until the end of the collective 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 organization shall notify the Scheme without delay. Voluntary members may withdraw from the Scheme when-ever they so desire.

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

### **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 – cf. 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, without being entitled to the early retirement pension (AFP) and in addition:

- 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 three 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 5 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 Organization), if necessary supplemented by information from the trade union/federation. If re-tirement 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 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.

The same 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 a 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.

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 working day.

### **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.

### **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):

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

Pursuant to the Tax Act, §5-15 (1), letter a, 1, severance pay shall be free of tax.

## **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 loss of pay will form the calculation basis.

Severance pay shall be reduced for employees who are compelled to reduce their occupational activity owing to disablement or chronic disease, but who continue to work – combined with a reduced disability pension. Calculation shall be based on the degree of disablement.

### **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 pre-scribed form, to the local NAV (Norwegian Labour and Welfare Organization) office. After NAV has added the necessary data, it shall forward the application to the Severance Pay Scheme.

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

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 it-self – cf. 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 or domestic 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 organized.

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.

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 or in the absence of the board chairman 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 1 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 authorize 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 in-voke 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 organization 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 The Joint Office**

The Board may decide that the Joint Office for the LO/NHO schemes (the Joint Office) shall undertake the administrative tasks of the Severance Pay Scheme. In that event the Joint Office shall serve as the secretariat for the Severance Pay Scheme and handle administration of the Severance Pay Scheme. The CEO of the Severance Pay Scheme shall also be CEO of the Joint Office.

Among other things the Joint Office 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 premium 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, organizations and others,
- e) ensure that rights and duties under this Agreement are observed in accordance with the intentions of the central organizations.

The Board may give powers pursuant to 9.5, to board members or employees in the Joint Office.

The provisions of 6.4 regarding confidentiality apply correspondingly to the Joint Office.

The Severance Pay Scheme shall bear costs incurred by the Joint Office 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 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.

## Annex 9

### Contractually agreed early retirement pension (AFP)

#### I Introduction

In connection with the 1988 wage settlement, the contractually agreed early retirement (AFP) scheme was established. The purpose was to give employees in companies with collective agreements the option of, according to specific regulations, retiring early before reaching retirement age according to the National Insurance Act.

The parliamentary decision new retirement pension in the National Insurance Scheme from 2010 (postponed until 2011) assumed that other parts of the pension scheme were adapted to the new reform.

On this basis the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry agreed in the 2008 wage settlement that the then AFP scheme was to be superseded by a new AFP scheme adapted to the regulations of the new retirement pension in the National Insurance Scheme.

The parties have assumed the Government's stance that AFP is continued in the form of a neutral life-long addition to retirement pension in the National Insurance Scheme. Optional withdrawal time is basically from age 62, and the monthly pension payments are reduced when taken out early and increased when taken out later. The new AFP scheme can be combined with earned income without truncating the AFP pension. With such a scheme the AFP, together with the new retirement pension in the National Insurance Scheme, contribute to reaching the central goals of the new pension reform.

The Government provides ongoing grants in connection with the AFP scheme to workers/retirees corresponding to half the contribution from employers, excluding expenses for the compensation fee which is fully funded by the Government.

#### II Regulations

This agreement does not regulate all conditions, rights and duties associated with AFP in detail. This is determined through the scheme's regulations, which are decided by the Board of the Contractual agreement for early retirement pension (AFP) and which is approved by the Ministry of Labour in accordance with the AFP Subsidies Act of 2010.

Detailed regulations for both the original AFP and the new AFP are determined in these regulations. Eligible companies must at all times stay updated with regard to the duties incumbent on the company. The regulations also contain certain specific rules which may entail that individual employees are not entitled to AFP.

The current regulations are available at [www.nyaafp.no](http://www.nyaafp.no)

### **III Original AFP scheme**

The original AFP is provided to workers who have applied for such pension before 31 December 2010 and who satisfy the requirements at the effective date. The latest effective date for the original AFP is 1 December 2010. Original AFP runs to and including the month the retiree turns 67.

Whoever has started taking out original AFP (completely or partially), cannot require new AFP later.

### **IV New AFP scheme**

New AFP is given to workers born in 1944 or later and who are granted AFP with effective date starting from 1 January 2011. The scheme is established as a common scheme in the private sector.

New AFP must be taken out together with retirement pension from the National Insurance Scheme before the age of 70.

### **V. Conditions for the new AFP (Main points, see also the statutes)**

In order to get new AFP the employee must be employed and a real employee of an enterprise covered by the scheme, and must have been so for three consecutive years before the time of retirement.

The employee must also at the time of retirement have a pensionable income which converted to annual income exceeds the current base amount of the National Insurance Scheme and have had an income above the average base amount in the past income year.

Further an employee born in 1955 or later must have been included in the scheme by employment in one or more companies associated by the Contractually agreed early retirement at the time when seniority was acquired for at least 7 of the last 9 years before the age of 62 (seniority period). For employees born between 1944 and 1951 the seniority requirement is 3 of the last 5 years. For employees born between 1952 and 1954 both numbers increase by one year for each year they were born after 1951. The employment relationship must have been the employee's main occupation during the seniority period and must have given the employee a pensionable income higher than the employee's other incomes.

See also the statutes ([www.nyafp.no](http://www.nyafp.no)) regarding special regulations on job ratio, illness, lay-off, leave, employer's bankruptcy, other income, other pension received in employment, severance pay, stake in the company, stake in other businesses, etc.

Employees with lower retirement age or age limit other than 62 years cannot be included in the scheme.

## **VI. Pension level in the new AFP scheme**

AFP is calculated with 0.314 percent of annual pensionable income to and including the calendar year the employee turned 61 and up to an upper limit of 7.1 G. Pensionable income is determined in the same way as when calculating income pension in the retirement pension of the National Insurance Scheme.

AFP is paid as a lifelong addition to retirement pension.

AFP is formulated neutrally so that it increases when taken out later. AFP does not increase further upon retirement after 70 years of age. The same life expectancy adjustment is used when calculating AFP as for retirement pension from the National Insurance Scheme.

Work income can be combined with AFP and retirement pension from the National Insurance Scheme without truncation of any of the benefits.

AFP is adjusted in the same way as income pension in the new retirement pension in the National Insurance Scheme both under accrual and payment.

## **VII. The new AFP scheme is funded as follows:**

The costs of AFP are funded by the companies, or parts of the companies, which are or have been members of the Contractually agreed early retirement, as well as by the Government contributing funds associated with the individual retiree.

The Government contributes funds to AFP. Until 31 December 2010 the provisions in law of 23 December 1988 no. 110 prevail, and from 1 January 2011 the provisions of the AFP Contribution Act are in force.

Compensation fee for the new AFP is covered in full by the Government.

The companies pay a premium to the AFP scheme to cover the part of the expenses not covered by the Government's contribution. Further provisions relating to payment of premium are determined in the statutes for the Contractually agreed early retirement (AFP) and in the Contract's board decision.

From 2011 to 2015 some will receive the original AFP, and in this period companies which were included in the original AFP scheme must pay a premium to this scheme, as well as a contribution for their own employees who took out the original AFP. Premium and contribution are determined by the AFP Board.

For the new AFP the companies shall pay a premium for employees and others who have received wages and other benefits reported under code 111-A in the Directorate of Taxes' code listing. The premium rate is determined by the AFP board. The premium shall be a percentage of the total payments from the company in accordance with the company's reporting on code 111-A. The company shall only pay premium from the part of the payments to the individuals which were between 1 and 7.1 times the average base amount in the previous fiscal year.

Premium is to be paid to and including the year the member of the scheme turns 61. The premium is to be paid quarterly.



## **VIII.**

In addition to tariff-bound member companies of the Confederation of Norwegian Business and Industry, the agreement shall also be valid for companies outside the Confederation of Norwegian Business and Industry which have collective agreements with unions affiliated to the Norwegian Confederation of Trade Unions or the Confederation of Vocational Unions.

## Annex 10

### 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

- 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 agreement may contribute towards establishment of such agreements."
- c) "Individual needs may exist for differentiated working hours' systems, leisure time etc. Such systems may be agreed upon with the individual employee or the shop steward, for example in the form of calculated average working hours or a time account system. Agreements made with the shop stewards will take precedence over individual agreements."

#### B Collective Agreement Holiday Rules

1. The extended holiday of 5 working days, cf. 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, cf. Holidays Act, § 5, 1 and 2.

Employees may claim five working days off each calendar year, cf. 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, cf. Holidays Act, § 10, 2 and 3.

The increase is made by altering the percent-age 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.

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, cf. Holidays Act, § 7, 2, so that he/she has one full week's holiday.

The central organizations 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 4 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.

## Annex 11

### Non-union companies – revisions of the collective wage agreement

With regard to companies that are non-union but which are bound by this Agreement under a direct agreement with the union (so-called “*accession agreements*”, “*hanging agreements*” or “*declaration agreements*”), according to which the parties agree to subscribe to “*the prevailing Agreement*”, the following applies:

These companies are covered by revisions of the collective wage agreement carried out by the parties to the Agreement without this meaning that the “*declaration agreement*” is cancelled.

As a result of the union and the non-union companies agreeing to be bound by the prevailing Agreement, no separate negotiations and/or mediation proceedings are to be conducted between the union and the non-union companies, in that negotiations/mediation proceedings between the parties to the Agreement also apply to/are valid between the union and the non-union companies.

If the Norwegian Federation of Trade Unions/the union cancels the Agreement, the non-union companies are to be notified of this by being sent a copy of the cancellation notice. This notification is counted as a prior cancellation of the collective wage agreement and meets the requirements of the Labour Disputes Act for the initiation of lawful industrial action.

The union is entitled to take its members in these companies out as part of industrial action, giving collective notice of a stoppage and possible walkout in accordance with the deadlines stated in §3-1, nos. 1, 2 and 4, of the Main Agreement, at the same time as collective notice of a stoppage/walkout is given in the main settlement. Any industrial action in non-union companies is to cease at the same time as the cessation of the industrial action in the main conflict.

When a new agreement has been entered into by the parties to the Agreement, this applies to the non-union companies without any separate decision regarding this having to be reached.

These provisions are a necessary consequence of §3-1, no. 3, of the Main Agreement. Should the union or company wish to carry out an independent revision of the collective wage agreement, the “*declaration agreement*” must be cancelled in accordance with the prevailing cancellation rules.

## **Annex 12**

### **Extra holiday week for elderly 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 organizations 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.

## Annex 13

### Leasing employees from staffing agencies/temp agencies

#### 1. Leasing employees from staffing agencies/temp agencies

The parties agree that it is important to make an effort for the industry to become as attractive and serious as possible. Where own staff is insufficient, various measures should be discussed – including the option to increase the number of permanent employees, cf. the Main Agreement § 9-3.

The parties are committed to preventing «social dumping» and to meet the challenges entailed by an international market and free movement in the labour market and service market in a good way and in accordance with Norwegian legislation and agreements as well as international regulations.

If the company wishes to lease manpower, there should be negotiations with the company union representatives in advance, cf. the Main agreement § 9-3.

The protocol should state the staffing need, the reason for not hiring, as well as the extent and duration.

The company management shall, upon request, demonstrate to the union representatives that leased workers have proper wages and working conditions. Wages and working conditions perceived as unreasonable by company union representatives compared to central collective agreements can be discussed with the company.

Upon the union representatives' request, the company shall inform the union representatives of how arrangements are made for employees of the leasing business working temporarily for the company have living and working conditions in accordance with § 9 I.

#### 2. Wages and working conditions for leased employees from staffing agencies/temp agencies

##### 2.1 Employees of staffing agencies/temp agencies shall, as long as the lease lasts, have the same wages and working conditions which apply to the hiring business in accordance with § 14-12 a of the Working Environment Act (proposed in Proposition 74L).

The provision entails that pension is not included in the equal treatment principle. If the staffing agency/temp agency is not bound by the agreement between the Norwegian Confederation of Trade Unions and an employer association, the common annexes 3, 6, 7, 8, and 9 of LOK do not apply.

- 2.2 The hiring business is obligated to give the staffing agency/temp agency the necessary information for the fulfilment of the equal treatment condition in accordance with 2.1, as well as commit the staffing agency/temp agency to this condition.

Upon the union representatives' request the company shall document current wages and working conditions for the staffing agency/temp agency when leased workers are to work within the scope of the agreement.

- 2.3 Chapter 6 of the Main Agreement also applies to leased workers with the following exceptions: If the leasing business is bound by the Main Agreement between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry, disputes regarding the leased worker's wages and working conditions is a matter between the parties in the leasing business. Union representatives and a company representative from the hiring business can upon request assist in negotiations with information on the agreements of the hiring business.

If the leasing business is not bound by the Main Agreement between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry, the union representatives of the hiring business may discuss claims of breach of the equal treatment principle in item 2.1 with the hiring business so that the hiring business can clarify and rectify the matter.

- 2.4 Leased workers shall be introduced to the union representatives of the hiring business. The local parties shall upon discussing leasing also discuss resources for union representatives' work, cf. HA § 6-6.

**Note:** Items 2.1, 2.2, 2.3, and 2.4 are implemented at the same time as the legislative amendments become effective, cf. Proposition 74 L (2011-2012).

### 3. **Employees of temp agencies**

The provisions of this annex regulate the relationship with staffing agencies/temp agencies covered by this agreement, cf. § 1, 4th section.

1. This agreement can be applied as a collective agreement in staffing agencies/temp agencies which rent out their employees, and who perform work under the scope of this agreement, cf. § 1, 4th section.
2. employees shall have a written contract in accordance with the provisions of the Working Environment Act.
3. a written agreement shall be issued for all assignments, containing all relevant information on the nature of the assignment, contents and duration.



4. Termination and dismissal are in accordance with the provisions of the Working Environment Act.
5. If the worker is offered employment in the hiring business, he/she may resign when the notice period expires, unless the parties agree otherwise. During the notice period the employee has the right to continue working in the hiring business if the assignment persists.
6. When leasing to a company bound by this agreement, the wages and working conditions of the hiring business apply, cf. annex 13 item 2.1.
7. When leasing to a company not bound by this agreement, wages and working conditions agreed in the leasing business apply as long as these are not in violation of the equal treatment requirement of the Working Environment Act.
8. The wage obligation runs according to the employee's employment contract. Upon layoff or termination of employment, the Working Environment Act and the Main Agreement apply.

**Addendum to the protocol:**

1. The parties assume that the Norwegian Confederation of Trade Unions terminates the staffing agreement between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry.
2. during the tariff period the parties agree to practice MA 3-7(2) second section in the same way as it has been practiced with regard to the current Staffing Agreement.

If an agreement is not reached with regard to continue this practice, MA 3-7 (2) second section applies in the usual way from the tariff revision 2014.

The parties' joint statement of 19/12/2006 regarding the lease of labour:

In the 3rd paragraph, second line, the following is to be added after «§ 16 item 12»: and annex 13.