

AGREEMENT OF 2010

CONTRACT NO: 331

**COLLECTIVE AGREEMENT FOR THE BUILDING
INDUSTRY (FOB)
2010 – 2012**

Agreement

between

**NHO - THE CONFEDERATION OF NORWEGIAN
BUSINESS AND INDUSTRY**

and

BNL - The Federation of Norwegian Building Industries

on the one hand

and

**LO - The Norwegian Federation of Trade Unions (LO) and
The United Federation of Trade Unions (Fellesforbundet)**

on the other hand

Applicable from 1 April 2010

Part I: Basic Agreement LO – NHO

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Chapter 1- Scope

§ 1-1 The scope of the Collective Wage Agreement

1. This collective wage agreement embraces all building work that NHO members for whom the wage agreement is binding, are performing or may in future perform throughout the country, including offshore work in accordance with the Offshore Agreement, Appendix 16. Whenever this wage agreement between NHO and LO is applicable or becomes applicable pursuant to the first paragraph, none of the parties may from this time forth enter into agreements with others if such agreements have deviating provisions regarding wages and working conditions.

“Building work” means building and building-related activities and associated work, including demolition and source sorting on the building site.

This agreement embraces the following trades: landscape gardening, stone, earth and cement work, carpentry and joinery, bricklaying and masonry, plumbing, coppersmith and tinsmith trades, painting and decorating, insulating, roofing, scaffolding and industrial painting trades. Carpentry and assembly work are included in addition in the timber house industry.

The foregoing regarding agreements applies also to piecework rate agreements between unions, with any local adjustments approved by the central organisations or by the State Mediator or a party authorised by him.

Those employers to whom this wage agreement applies must not engage any employees at the places to which this wage agreement applies, on conditions that differ from the wage agreement.

Nor shall any employee accept work on conditions that differ from the wage agreement.

The parties have agreed that it is of the utmost importance that a mutually positive environment is created in the enterprise. The parties have agreed to work actively to ensure that both the enterprise and the employees comply with the provisions of the Agreement in accordance with its intentions.

2. Note for: painters and decorators

This Agreement applies also to work on ships, bridges, etc.

3. Note for: the industrial painting, scaffolding and insulation fitter trades

This Agreement applies also to work on ships, modules, processing equipment, bridges, etc.

4. Note for: plumbers

This Agreement applies also to work on ships, modules, processing equipment, bridges, fuel plant and piping, district cooling systems, etc.

5. Definitions

Whenever a provision contains a reference to an "enterprise", that means an independent and geographically separate division. Company shop stewards and shop stewards are defined in § 5.1 of the

Basic Agreement. In this connection see also § 5-11 of the Basic Agreement.

§ 1-2 Leasing manpower, putting out work, etc.

1. The parties have agreed that it is important to strive to make this branch of industry as attractive and reliable as possible. Whenever the enterprise's own resources in ordinary operations are not sufficient for its production, various measures shall be discussed – including the possibility of increasing the number of its own employees, cf. Basic Agreement, § 9-3.

Whenever the enterprise wishes to lease manpower or put out part of the work, this shall first be discussed with the shop stewards, cf. Basic Agreement, § 9-3.

Leasing manpower from a manpower supply company shall be in accordance with the Working Environment Act, § 14-12. Particular reference is made to § 14-12 (2) in regard to agreements between the employer and the shop stewards.

When so requested the management shall provide shop stewards with evidence that the leased manpower and sub-contractors have orderly wage and working conditions. If the company shop stewards find the wage and working conditions unreasonable relative to the central wage agreements in the particular field, they may take the matter up for discussion with the enterprise.

When the shop stewards so request the enterprise shall provide the shop stewards with information concerning arrangements made so that living and working conditions for employees of sub-contractors

temporarily performing work for the enterprise, are in accordance with Appendix 18.

If putting out work results in the enterprise having, for that reason, to lay off or dismiss regular employees, putting out the work may be contrary to § 15-7 of the Working Environment Act and § 8-1, 1 of the Basic Agreement. The shop stewards may demand negotiations regarding this.

2. *Labour leasing agreements between production undertakings*

The unions recommend that the parties at the enterprises establish agreements concerning labour leasing between enterprises, in order to avoid dismissals and lay-offs. It is presupposed that the labour leasing is in accordance with laws and agreements.

Chapter 2- Wage Rules

§ 2-1 General rules

1. The principal wage system for the landscape gardening, tinsmith, decorating and insulation fitter trades, the painting, bricklaying and plumbing trades, stone, earth and cement workers, roofing firms, and the carpentry trade, shall be solely piece-work and shall be based on the agreed, nationwide piecework schedules applicable between the parties at any time, see Chapter IV. Nevertheless see §§ 2-6, 2 and 3 below.
2. Local negotiations in accordance with § 2-7 shall be conducted for scaffolders, the industrial painting trade,

factory workers, repairmen, drivers, stockroom workers, operators of construction machines, and other groups of employees that do not come under the first paragraph. See Appendix 13 A.

3. Wage systems shall have a productivity-promoting effect and be an incentive to exercise of initiative, effort and training.

§ 2-2 Skilled workers

Skilled workers shall have guaranteed minimum earnings of NOK 154.50 with effect from and including 17 April 2010. With effect from and including 1 April 2011, the guaranteed minimum earnings shall be NOK 159.00.

Skilled workers are employees who have a trade or craft certificate in the appropriate trade. Those who have a vocational certificate are also included as skilled workers.

§ 2-3 Employees who have no trade/craft certificate

1. For employees who do not have any trade or craft experience, the guaranteed minimum earnings shall be NOK 139.00, with effect from and including 17 April 2010. With effect from and including 1 April 2011, the guaranteed minimum earnings shall be NOK 143.00.
2. For employees who have at least 1 year's experience in their trade, the guaranteed minimum earnings shall be NOK 144.50 with effect from and including 17 April 2010. With effect from and including 1 April 2011, the guaranteed minimum earnings shall be NOK 149.00.

3. For bricklayers/masonry workers who have 6 months' experience, the guaranteed minimum earnings shall be the same as for skilled workers pursuant to § 2-2 above.

§ 2-4 Young employees

For young employees (employees under 18 years of age), the guaranteed minimum earnings shall be NOK 93.00 with effect from 17 April 2010. With effect from and including 1 April 2011, the guaranteed minimum earnings shall be NOK 96.00.

§ 2-5 Special rules relating to wages

1. *Employees who have special qualifications*
The enterprise or the shop stewards may take up for discussion the question of special pay supplements for employees who are engaged in work for which the enterprise – in consultation with the shop stewards – considers that special knowledge or qualifications are required. If agreement is not reached, the matter may be referred to the organisations. If the parties fail to agree, the enterprise may determine a special supplement having regard to the wage level that applies for comparable positions.
2. *Employees whose work capacity is impaired*
Pay for employees whose work capacity is impaired will be determined by agreement between the manager of the enterprise, the employee and the shop steward. See also the Working Environment Act, § 13.

§ 2-6 Pay systems that differ from the main system.

1. *Pay for work that does not come under the nationwide piecework schedules and other piecework.*

For work that does not come under the nationwide piecework rates or work that for other reasons it is not possible to perform as piecework, a local wage agreement shall be negotiated. This applies also to alteration, repair and servicing work that is not embraced by the piecework schedules.

Average piecework earnings in the trade/branch of industry at the place concerned, shall form the basis for these negotiations.

The right to negotiation lies with the enterprise and its shop stewards, cf. § 1-1, 5. The agreement will be a special agreement for the enterprise, cf. Basic Agreement, Chapter 4.

2. *Supplementary wage systems*

The shop stewards and the management of the enterprise may also agree upon types of pay other than the main pay system provided the intentions of the rules of that system are observed and approval is obtained from the organisations. Due reasons must be stated for refusing approval.

If the parties fail to agree on which pay system shall be used, the main pay system based on the nationwide piecework schedule in Chapter IV shall be used. If the parties have agreed to use a local pay system, the time-related/regular pay system shall be used if the parties fail to agree on a different pay system as provided in 2 above, first paragraph. If agreement on a supplementary pay system is made at a particular enterprise, this

agreement shall be made in writing in accordance with the Basic Agreement, chapter IV, Special Agreements.

3. *Pay systems agreed upon locally without being subject to approval from the organisations*

3.1 The parties at the enterprise may agree to establish a locally agreed pay system, see FOB, § 2-6, 3.

The United Federation and BNL have agreed on the following rules for the locally agreed pay system. Approval from the organisations will not be necessary when the parties at the enterprise follow these rules.

3.2 *Definitions and limitations*

A local agreement on a pay system means an agreement between the parties at the enterprise concerning a company-adapted productivity-related or performance-related pay system.

The parties at the enterprise are defined in FOB § 1-1, 5.

Basically FOB Chapter 4 shall apply also for the locally agreed pay systems, except for those provisions that the parties at the enterprise have agreed shall not be applicable. The ground rules/procedures agreed upon locally shall be based on and shall be interpreted on the basis of the corresponding provisions in FOB, Chapter 4.

Section 3.5 below lists the provisions in FOB Chapter 4 that it may be appropriate to change in a locally agreed pay system.

3.3 *The role of the trade unions*

The enterprise and the shop stewards can consult the measurement office when the parties are negotiating a local pay system. The measurement office can also check to ensure that the locally agreed ground rules/procedures are not contrary to the intentions in FOB, see sections 1 and 2 above.

The measurement office can check that the agreed pay system is followed and that payment is made in accordance with the agreements concluded. When the measurement office is engaged by a team foreman/shop steward to do a job, a measurement fee for this job shall be agreed upon between the enterprise, the shop stewards and the measurement office. The fee shall reflect the scope of the work to be performed by the measurement office and shall be limited upwards to 2.5% of the individual employee's pay. The fee shall be deducted from the employees' pay and shall be paid out as agreed between the enterprise and the measurement office.

Notes on item 3.3:

After the local wage system is established, agreement must be made on a measurement fee. The amount of the fee shall be agreed upon between the enterprise, the shop stewards and the measuring office and shall be in proportion to the work actually performed by the measuring office. The fee may cover:

a) Inspection and advisory services in connection with establishing piecework tickets for the separate building sites.

b) Checking quantities, time used and division of time

It may be appropriate to differentiate the fee so that one part is to cover item a) Inspection and advisory services in connection with establishing piecework tickets for the separate building sites, and the remainder for item b. In the aggregate the fee shall be limited to 2.5%. This presupposes a simpler inspection job than for the main pay system.

If the parties fail to agree on the amount of the fee, the dispute may be referred to the United Federation and BNL for decision with final effect.

3.4 *Disputes*

Efforts to resolve a dispute regarding interpretation of a locally agreed pay system shall be made at the individual place of work, between the parties in the enterprise, or in accordance with the Basic Agreement, § 2-3, building/construction/offshore.

If the parties fail to reach agreement, any one of them may request appointment of an umpire who shall settle the matter. If the parties fail to agree on an umpire, he or she may be appointed by the State Mediator.

3.5 *Provisions in FOB Chapter 4 from which derogation is permitted*

Derogation from the following provisions in FOB Chapter 4 may be permitted in the locally agreed pay system, see section 1.4 and 5th paragraph:

- a) § 4-1 scope
- b) § 4-2 piecework schedules
- c) § 4-6 measurement rights
- d) § 4-14 measurement fee
- e) § 4-16 disputes
- f) § 4-17 technical revision
- g) § 4-18 regulatory provision
- h) Appendix 13 b

3.6 *Lapse of local agreement on pay system*

If the parties at the enterprise fail to reach agreement on a new local agreement for the pay system after an existing agreement has been terminated, the main pay system shall apply when the local pay system lapses. Projects in progress shall be completed according to the local pay agreement.

3.7 *Breach of provisions in this Agreement.*

The parties to this Agreement are entitled to request negotiation in accordance with the Basic Agreement § 2-3 if the parties to the locally agreed pay systems are in breach of the provisions in this Agreement.

3.8 If a local pay system is agreed upon at an individual enterprise, that agreement shall be made in writing in accordance with the Basic Agreement, Chapter IV, Special agreements.

4. *Local agreements*

If the parties make an agreement to use a supplementary or locally agreed pay system according

to the rules in 2 or 3, negotiations shall be conducted in accordance with the rules in §2-7 below.

Single-enterprise agreements on supplementary pay systems that are made between an enterprise and the shop stewards, shall not prevent the separate teams from making agreements to perform jobs in accordance with the main wage system based on the nationwide piecework schedules. This means that both the main wage system and the supplementary pay system may be in use simultaneously in an individual enterprise.

§ 2-7 Local negotiations

Once a year the local parties shall conduct negotiations regarding possible adjustment of the level of earnings in the enterprise. This presupposes that real negotiations are conducted, with the assistance of the organisations if necessary.

For these negotiations the shop stewards shall be supplied with lists showing the level of earnings for the wage earners within the areas in the company to which the wage agreement applies. In addition the enterprise shall produce and present accounts and budgets.

The negotiations shall be carried out based on the realistic economy of the particular enterprise. This means that the local parties shall base their reasoning on an overall assessment of the economy, productivity, future prospects and competitive power of the enterprise.

The negotiations shall not be commenced before the centralised/decentralised settlements are completed. This provision does not imply any right to carry out any go-slow actions in the event of local disagreement.

§ 2-8 Overtime pay

The basis for calculating overtime pay for adult workers shall be NOK 202.83, cf. § 6-2 and Appendix 20.

§ 2-9 Short welfare leave, cf. Appendix 10

1. *Adult employees*

The rate for short welfare leave is NOK 202.83 an hour.

2. *Young employees*

The pay is the average hourly rate for the employee in question, i.e. the basis for sick pay. The pay is limited to the pay for adult workers, i.e. the pay in item 1) above.

3. *Agreements made earlier*

It is a condition that earlier agreements made at the enterprise concerning short welfare leave shall remain in force when they are equivalent to or better than the above.

§ 2-10 Crane operators

If the crane or other lifting equipment forms part of a particular piecework job, the crane operator shall be paid on the same lines as the skilled workers in the piecework team. If the crane serves more than one piecework team in its own enterprise, the crane operator shall be paid in accordance with the average piecework rate for the teams on the building site. The

piecework ticket shall show the crane operator to whom this applies.

The rules of § 2-6 Pay systems that differ from the main wage system, shall apply in other respects.

§ 2-11 Sundry allowances

1. Foremen

When the team is working on its own responsibility, the team foreman shall be appointed by the employer in understanding with the piecework team and shall receive an allowance of not less than NOK 5.90 an hour.

The parties agree that the team foreman has an important role as leader of the piecework team and the working team. Circumstances must be so arranged that the foreman is able to perform his tasks in the best possible manner. Therefore the parties refer to §16-3 of the Basic Agreement and stress the foreman's need for competence as a leader and a representative of the enterprise.

2. Dirt supplement

For repair and rebuilding work, an inconvenience allowance of NOK 3.60 an hour shall be paid for the number of hours the particular employee is involved in the work.

Note for roofing, insulation fitters, painters, decorators and plumbers

The above rules do not apply to these trades.

Notes for scaffolders and industrial painters

It is recommended that the separate enterprises concerned discuss the question of making an agreement for dirt allowance for exceptional work that is particularly dusty, sooty, greasy or smelly and work with fire-retarding substances such as Pyrocret, Mandolite and Chartek.

3. *Special rules for the tinsmith trade*

Soldering lead and welding galvanized iron should be avoided whenever possible. If it must be done, all appropriate precautions must be taken and masks shall be worn. An allowance of NOK 3.80 shall be paid in addition to the hourly pay.

For work on towers, mansard roofs and steeply sloping (i.e. incline from 55 to 90 degrees, inclusive) roofs and walls where tackle with a bosun's chair, flying scaffold/ladder truck, ropes etc. are used, an allowance of NOK 4.10 shall be paid in addition to the hourly pay. This allowance shall be paid also for the number of hours spent on assembling/dismantling the tackle, flying scaffold or the like.

4. *Special rules for scaffolders*

When the enterprise requires scaffolders to drive a vehicle belonging to the enterprise, the driver shall be paid a supplement.

§ 2-12 Tools allowance

1. *For cement workers, carpenters, landscape gardeners, bricklayers and masonry workers:*

Employees who provide their own tools to an adequate extent that can be checked by the employer, shall be paid a tool allowance as follows:

- Scaffolders and carpenters NOK 1.60 per hour worked
- For bricklaying, tiling, cement rendering and terrazzo work, NOK 1.15 per hour worked. For cement rendering, the enterprise shall supply the necessary buckets, brushes and straightedges.

If tools are provided by the employer, the employee is not entitled to any tools allowance.

In cases where the employee agrees with the employer that the employee shall provide special tools not included in the tools list, payment for this shall be agreed upon.

In trades where the employee provides his own tools, the rate for the tools allowance shall be adjusted when tool prices rise or fall.

2. *For plumbers, painters, decorators, tinsmiths, insulation fitters, industrial painters, scaffolders, roofers, bricklayers and iron fixers:*

The enterprise shall provide necessary and good tools for the work. The enterprise shall provide a lockable tools chest.

The employee shall take good care of machines, tools, materials and equipment provided by the employer. In

addition the employee shall ensure that the door/chest is locked whenever possible.

§ 2-13 Working clothes

The enterprise shall provide the necessary working clothes and protective footwear, marked with the name of the enterprise and suitable for the time of the year and the working place. “Necessary working clothes” means ordinary working clothes, thermal wear, rain wear and gloves.

Working clothes belong to the enterprise. These shall be issued when the employee is first engaged. New working clothes will be issued in return for worn out clothes.

§ 2-14 Money for meals/café

1. Employees who have worked ordinary working hours and are ordered to work at least 2 hours’ overtime the same day, shall be paid NOK 74.00 in food allowance except when food is provided by the employer.

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

2. For work in places where a room cannot be provided for meal breaks and the employees must therefore take meals in a café, an allowance of NOK 24.30 shall be paid per meal break, to cover café expenses.

§2-15 Pay seniority

1. The initial period of national service in the armed forces or corresponding community service or service in Civil Defence or equivalent, shall be credited for purposes of pay seniority. See Appendix 19.

2. An employee who is on leave in connection with pregnancy/birth and adoption, accrues pay seniority for up to one year, provided that the employee is entitled to maternity pay or adoption pay pursuant to the National Insurance Act, § 4-4 and § 14-14.
3. In connection with local wage negotiations, the enterprise shall also consider the pay for employees who are absent on parental leave.

Chapter 3 - Apprentices and other vocational, supplementary and further education

§ 3-1 In general for apprentices/trainees of all categories
BNL and the United Federation have agreed that it is important to ensure recruitment to this branch of industry.

Apprentices shall be paid according to the pay system for the enterprise. Pay shall be calculated on the basis of the pay for a newly graduated skilled worker in the enterprise who is in the same trade as the apprentice. In the case of piecework, the piecework rate shall be calculated at the percentage that applies for the apprentice according to the scale below. The agreed pay applies as the apprentice's guarantee in piecework pay.

In addition it is requested that the parties at the enterprise discuss measures that increase the mobility and availability of apprentices. Such measures may be schemes that give assistance towards learning

materials, living expenses, and travel and removal expenses.

The enterprise shall provide the apprentice with the necessary, good tools. The apprentice shall take good care of machines, tools, materials and equipment provided by the employer.

For apprentices who, pursuant to the curriculum, shall have theoretical instruction in excess of Advanced Course 2, the enterprise shall bear the costs of and pay wages for this theoretical instruction.

The employer shall pay wages for and the costs of taking the examination.

The employer shall pay wages for the theory part of the trade examination.

Overtime pay

For overtime work, apprentices shall have at least the same pay as other unskilled workers in the enterprise. For piecework, see § 4.10, 2.

The basis for calculating overtime pay is the rate in § 2-8 – Overtime pay.

Short welfare leave

The rate for short welfare leave shall be calculated in accordance with the apprentice's percentage scale.

§ 3-2 Apprentices pursuant to “Knowledge Promotion”

1. Apprentices with 2 years in the enterprise shall be paid according to the following percentage scale:

1 st	2 nd	3 rd	4 th	5 th *)	Half-year
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30	40	55	75	80	Per cent
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*) applies to apprentices in the plumbing trade who have 2 ½ years in an enterprise.

2. Apprentices with 3 years in the enterprise shall be paid according to the following percentage scale:

1 st	2 nd	3 rd	4 th	5 th	6 th	Half-year
30	35	40	45	55	75	Per cent

School trade certificates

For the first year in the enterprise employees who have a school trade certificate shall be paid 80%.

Apprentices with technical-general subjects (TAF apprentices)

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

Normative table:

1 st	2 nd	3 rd	4 th	Half-year
-----------------	-----------------	-----------------	-----------------	-----------

55	55	70	75	percent
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§ 3-3 Apprentices who have deviating contract terms

1. *Employees not already employed by the enterprise*
 Employees who have at least 10 months' experience as an employee in a full-time position and are not already employed by the enterprise shall, when concluding an apprenticeship contract in accordance with the Regulations issued by virtue of the Education Act, § 11-12, 2nd paragraph, be paid according to the following percentage scale:

1 st	2 nd	3 rd	4 th	5 th	6th	7th	8th	9 th *)	Half-yr
45	45	55	60	70	80	80	80	85	Percent

*) applies to apprentices in the plumbing trade who have 2 ½ years in an enterprise

An agreement may be made with the piecework team/the enterprise shop steward for a higher percentage of the piecework rate than that in the above scale.

2. *Apprentices already employed by the enterprise*
 When an apprenticeship contract is made with an employee who is employed in the enterprise as an unskilled worker/mate or specialised worker, the apprentice shall continue to receive pay as an unskilled worker, cf. FOB § 2-3. It is also a condition that the employee is unable to enter for the examination according to the Education Act, § 3-5 concerning all-round practical experience in a trade.

3. *Apprentices having limited work capacity*

For apprentices who have limited work capacity due to a physical or mental disability, engaged in accordance with the first paragraph of § 11-12 of the Regulations issued by virtue of the Education Act, the pay and working conditions shall be agreed upon direct between the management of the enterprise, the apprentice and the shop steward, based on the Action Plan LO/NHO.

The apprentices shall be guaranteed minimum earnings as apprentices pursuant to § 3-2.

4. *Apprentices who have undergone full training in the enterprise*

Apprentices who have full training in the enterprise, shall be paid according to the following percentage scale:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th *)	Half-year
30	30	40	40	50	55	55	75	80	Per cen

*) applies to apprentices in the plumbing trade who have 2 ½ years in an enterprise

Expenses for learning materials for the theoretical part of the training shall be paid by the enterprise.

§ 3-4 Pay in period from end of the apprenticeship until the first trade/craft examination is taken

The apprentice shall be ensured work and pay as in the last six months of the apprenticeship until he/she has taken the trade/craft examination.

If, after completing the apprenticeship, more than two months elapse before the examination can be taken for reasons not attributable to the apprentice, the apprentice shall receive back pay for the difference between the pay he/she has received and the appropriate skilled worker pay in the enterprise for the time in excess of two months.

§ 3-5 Pay for apprentices who fail trade examination etc.

The period of apprenticeship ends when the apprentice takes the first trade/craft examination.

If the apprentice fails to pass the examination, § 4-56 of the Regulations issued by virtue of the Education Act will become applicable. If voluntary extension in accordance with § 4-56 is agreed upon, the rate for the last half-year shall apply.

§ 3-6 Pay for trainee candidates

Pay for trainee candidates who have a training contract designed for a less demanding examination than the trade/craft examination, engaged in accordance with Education Act § 4.1.

Pay for trainee candidates shall be agreed at the enterprise. The pay shall correspond to pay for apprentices engaged according to the rules in § 3-3, 3 above.

Expenses for theory learning materials shall be borne by the enterprise.

§ 3.7 Trainees in practical work

For employees who wish to take the trade examination according to Education Act § 3-5, the enterprise shall pay the expenses for learning materials and sitting the examination.

The employer shall pay wages for sitting the examination also at the examination station.

The employer shall also pay wages for the theoretical part of the trade examination.

§ 3-8 Supplementary and further education

At regular intervals the parties at the enterprise should discuss the need for supplementary and further education, see Basic Agreement, § 16.

The enterprise and the shop stewards shall discuss how the competence of older employees can best be put to use in connection with training.

Chapter 4 - Main pay system, piecework and schedules

§ 4-1 Scope of the provisions

The parties have agreed that Chapter 4 shall apply only where the particular job is being done according to the nationwide piecework schedules. See however § 2-6, 3 “Pay systems agreed upon locally without approval from the organisations”.

The main pay system shall be purely (100%) piecework schedules based on the rates that apply from time to time.

§ 4-2 **Piecework schedules**

The parties have drawn up nationwide piecework schedules for the following trades:

The percentages to be added as from 1 August 2010 are:

-	decorator trade	13.73%
-	tinsmith trade	56.97%
-	Painter trade	13.73%
-	bricklayer trade:	10.75%
-	plumber trade:	66.46%
-	roofer trade:	15.87%
-	carpentry trade, minimum	NOK 160.67
-	insulation fitters:	NOK 164.19
-	cement trades, minimum	NOK 191.54
-	landscape gardening trade:	139 øre

1. Pay systems based purely on piecework rates serve as an incentive to initiative and effort and promote productivity. For supplementary pay systems, see § 2-6.
2. The krone factor for the carpentry trade and the cement trades may be agreed freely at the particular place of work. When determining the size of the krone factor, weight shall be attached to the technical conditions, the local wage level and other matters of significance at the place of work.
3. For the carpentry trade in particular
For work that does not come in under the piecework schedule and for which no round sum or percentage mark-up is agreed, the applicable rate pursuant to the

first paragraph of FOB § 2-6 shall be added to the measured sum per agreed hour (approved timesheet). If no such rate has been agreed upon in the enterprise, the rate for short welfare leave shall be used instead, see FOB § 2-9.

§ 4-3. Organisation of piecework team

1 Having regard to enterprise-related matters and the employees' qualifications, piecework shall be shared as equally as possible among the workers employed by the enterprise.

The piecework shall always be for the piecework team jointly.

2. The piecework team shall be under the leadership of a team foreman.

Cooperating with the piecework team, the team foreman shall conduct negotiations with the employer or his representatives concerning the piecework agreement and efficient progress of the work. When the team so desires, negotiations concerning the piecework agreement and efficient progress of the work may be conducted by the team foreman and a representative of the team.

§ 4-4 Piecework tickets

Piecework tickets shall be drawn up before work commences. Tickets shall state what the piecework job consists in, the prices for non-schedule work, the maximum size of the team and the scope of the piecework job. The team shall send a copy of the

piecework ticket to the measurement office and if necessary to the shop stewards.

§ 4-5 Advance payments for piecework

1. The shop stewards may make agreements regarding the amount of advance payments. The team shall not for that reason be deprived of the right to conduct its own bargaining.
2. If, when settlement is effected, work performed according to the nationwide piecework schedule does not give the piecework earnings guaranteed in the Agreement, this shall nevertheless be paid to the individual workers when the shortfall is due to circumstances not attributable to them.
3. If a piecework job lasts longer than 4 weeks the team may demand payment of an extra advance on the estimated piecework proceeds. Advances shall in such event be paid for the first time on the 2nd payday after commencement of the piecework and every payday thereafter.
4. If the employer and the employees fail to agree on appropriate advances, either of them may demand measurement and payment of advances on the estimated piecework proceeds paid according thereto. Nevertheless 15% of the piecework sum earned shall be retained until the job is delivered and approved.

§ 4-6 Measurement rights

The measurement offices of the parties to the Agreement and their branches, are entitled to perform measurements.

The measurements right applies to piecework:

1. according to nation-wide piecework schedules

2. performed in accordance with § 4-7.

Measurement shall be done jointly at a time and place agreed upon in advance. Representatives from the enterprise and the team shall be present.

A party who fails to attend the measurement after agreement, accepts the other party's measurements.

Measurement may be done from drawings and descriptions if the parties so agree.

The parties may agree upon advance measurement.

§ 4-7 Work for which there is no fixed schedule

1. When, in connection with piecework, work is performed that wholly or partly does not come under the piecework schedule, the piecework time/price for the non-schedule part of the work shall be determined freely by negotiations between the employer, the piecework team's leader and a representative for the team. Both the employer and the piecework team shall be allowed an opportunity to consult their shop stewards or measurement officers in advance. This consultation may take place at a joint meeting if both parties so agree.

Neither the shop stewards nor the measurement officers are entitled to give the parties orders regarding the price-setting.

2. In the event of failure to reach agreement on the piecework time/price and the employer nonetheless

wishes to have the work done, an addition shall be made to the piecework earnings guaranteed under the Agreement, taking into consideration the requirements imposed for performance of the work.

The above provision is not intended to deprive the parties to the wage agreement of their right to ensure compliance with the rules of the wage agreement.

3. The enterprise and the shop stewards, with the team leader, can conduct negotiations to determine the times/prices for non-schedule work. These will then apply as price lists for the whole of the enterprise. They may also consult the measurement office in such negotiations. This will not apply where the matter is regulated under the general provisions in the respective piecework schedules.

§ 4-8 The employer's obligations

Cooperating with the piecework team the employer shall organise the work site so that the piecework job can proceed efficiently. This means good access and that the necessary materials are delivered on time and as close to the work site as possible. In addition the employer shall ensure that the piecework team has sufficient electricity, lighting and mechanical equipment. The employer shall also arrange for the planning of the work, proper working drawings with inscribed measurements and on an appropriate scale, and a description of the work. The employer shall provide the piecework team with the necessary covering material and storage facilities for the materials.

§ 4-9 The employees' obligations

It rests with the employees to perform the work in a professional manner and in accordance with the drawings and specifications. Work that has been omitted or is defective shall, when this is attributable to the piecework team, be remedied by the team without extra payment, after consultation between the employer and the team.

The piecework team shall handle the materials, tools and machinery lent to them with necessary care and responsibility.

Note for painters and decorators

Work omitted and/or incorrectly done shall be pointed out by the employer before the piecework job is terminated and the work shall be approved by the master.

Note for bricklayers

The work shall be done in a professional manner. Complaints regarding the workmanship, or any incorrect abutment shall be reported to the team leader in the course of the work and in that event shall be remedied by the team without extra pay. The job will be considered to have been completed when the hours for the total piecework job have been approved, see above section.

§ 4-10 Piecework earnings – division of

1. *Skilled workers*

Skilled workers participating in piecework shall have 100% of the calculated piecework earnings per hour of skilled work. For school trade certificates see § 3-2.

2. *Employees who have no trade or craft certificate*

For piecework, the employee shall have a percentage of the piecework rate. The pay shall be determined by discussion between the piecework team and the employer relative to relevant job experience, and may amount to up to 90% of the skilled worker's piecework earnings and be charged to the piecework in the ordinary way.

3. *Apprentices*

See Chapter 3 regarding pay for apprentices.

4. *Special qualifications*

Supplements allowed pursuant to § 2-5, 1, shall not be charged to the piecework.

5. *Crane operators*

If the crane or other lifting equipment is used in a particular piecework job, the crane operator shall be paid in line with the skilled workers in the piecework team. If the crane serves more than one piecework team in its own enterprise, the crane operator shall be paid in accordance with the average piecework pay for the teams on the site. The piecework ticket shall show the crane operators to whom this applies.

§ 2-6, Pay systems that differ from the main wage system, shall apply in other respects.

§ 4-11 Time sheets

Time sheets shall be kept stating the piecework time, day time and time for performing non-schedule work when a round sum has not been set for this.

Time sheets shall be signed by both parties, weekly or as agreed.

Time sheets necessary for drawing up the measurement certificate shall be made available to the measurement office as soon as possible and not later than 14 days after the piecework is finished.

§ 4-12 Delays and acceleration of the piecework job

Both the employer and the piecework team shall cooperate actively so that the piecework jobs progress as steadily and continuously as possible.

If acceleration of all or part of the work is necessary, or if for other reasons more employees must participate than listed on the piecework ticket, the team shall first be consulted about this. If increasing the number of workers diminishes the piecework rate, a proportional sum shall be added to the piecework sum.

If agreement is not reached as to whether increasing the number on the team diminishes the piecework rate and/or the size of the supplement, either party may discontinue the piecework and receive payment for the work performed according to measurement.

§ 4-13 Discontinuing piecework

If work on a piecework job stops for more than a week, either party may demand that the piecework be cancelled in return for payment for the work performed as measured. This similarly applies if the working plan is changed or the work is not being performed satisfactorily. In these cases the employer is entitled to stop and cancel the piecework in return for payment as described in § 4-12, 3rd paragraph.

§ 4-14 Measurement fee

The measurement fee shall be deducted from the piecework sum and shall be paid to the measurement office, provided that the piecework proceeds retained are sufficient to pay all or part of the fee.

The fee falls due for payment at the same time as the piecework proceeds. However payment may, as was formerly the practice, be made periodically, for example each month, by further agreement between the enterprise and the measurement office.

§ 4-15 Payment of piecework proceeds

The final piecework proceeds shall be paid out as soon as possible and not later than the second payday after the work is finished, measured and approved by the employer.

When a trade union's measurement office has participated in the measurement, this measurement certificate shall be sent to the employer.

The mutual period of grace for complaints is 14 days counted from receipt of the measurement certificate.

If the measurement certificate is received at least 7 days before payday, the employees shall, if the employer finds that he is unable to pay full settlement, be paid a proportionate advance on the payday. In that event the remainder shall be paid out on the next payday.

If certain items in the piecework settlement are in dispute, the undisputed part shall be paid out within the above mentioned deadlines. The employer may not make any alterations in the measurement certificate unless a complaint has been filed beforehand.

§ 4-16 Disputes

1. *Disagreement regarding interpretation and scope of the piecework schedules.*

Efforts to resolve disagreements regarding the interpretation and scope of piecework schedules shall be made at the individual enterprise. Minutes of the proceedings shall be kept.

Procedure

Before a dispute regarding such a disagreement is referred to the Schedules Board, an attempt to resolve it shall be made through negotiations between the Federation and BNL in accordance with § 2-3 of the Basic Agreement. Disputes that are not resolved by such negotiations shall be referred to the Schedules Board by the party who wants a different decision from that which ensues from the piecework ticket and is recorded in the minutes, or by the party who wants a general interpretation of the piecework schedule. That party shall send the Schedules Board a copy of the piecework ticket and a description of the manner in

which the disputed work was performed. This description shall be signed by representatives from the piecework team and a representative of the employer. In addition the Board shall be sent a copy of the minutes from the meeting at the workplace and the negotiations between the United Federation and BNL.

2. *Duties of the Schedules Board*

If the local parties fail to agree, the United Federation or BNL shall refer the matter to the Schedules Board. The Board shall resolve the dispute concerning the interpretation and scope of the piecework schedule in the particular case. When evaluating the matter at dispute, the Schedules Board shall take into consideration all factors of significance for the case, including the wording and assumptions in the individual piecework schedule.

If the United Federation or BNL wishes to have an interpretation of the piecework schedule, the matter may be referred to the Schedules Board irrespective of whether the issue is the subject of any specific local dispute. The Board may call upon other experts when considering the matter.

If it is decided that all or part of a job does not come under the piecework schedule, negotiations shall - if so desired by the United Federation or BNL - immediately be opened in accordance with the rules in § 4-17.

Under reference to § 4-16 the Schedules Board may fix new prices/times during the agreement period.

3. *Composition of the Schedules Board*

The Schedules Board shall consist of 4-6 members with deputies. The United Federation and BNL shall each appoint an equal number of members and deputies. The appointments shall apply for the agreement period. They may not be re-appointed more than three times. In addition a representative from each party may attend the Schedules Board meeting to observe the proceedings. The Board shall resolve the dispute on the basis of the written reports from the parties. Decisions shall be made by ordinary majority and the decisions and reasons for them shall be entered in minutes to be signed by the members of the Board.

Employers or employees may not be members of the Board when it is dealing with a dispute to which they are a party. This similarly applies to a measurement officer who measured the disputed work.

In addition the parties to the Agreement shall produce other necessary material regarding the case, present their views on the dispute and formulate a proposal for resolution of the dispute. In these matters the parties may use the representatives they appointed to observe the proceedings in the Schedules Board, see 3 above.

As soon as possible and within 14 days at the latest the Schedules Board shall consider and judge the matter on a professional basis. The decision must be handed not later than 14 days after the Board proceedings are completed. If no decision is adopted by the Schedules Board, the matter may be resolved by calling in an expert as umpire. If the members of the Board fail to

agree on the appointment, the umpire shall be appointed by the State Mediator.

§ 4-17 Adapting schedules to technological developments and other factors

1. The prices/times and provisions of the piecework schedule are based on the working methods and conditions that applied when the piecework schedule was adopted.

Both parties may at any time demand that negotiations be conducted concerning alteration of the piecework schedule because of altered working methods, improvements in machines, different materials etc. that upset the grounds on which the schedule prices were based. Such an adjustment or alteration to adapt the piecework schedule to developments, shall first be considered in direct negotiations between the piecework schedule parties. If they fail to agree, either of them may demand that the matter be referred to the Schedules Board, which shall decide the matter if the conditions are appropriate for vocational evaluation, so that the final price can be fixed. Otherwise the Schedules Board shall set a temporary price that later will be subject to revision.

2. When the parties so agree, negotiations concerning necessary adjustments of the piecework rates and when these shall enter into force, may be opened during the agreement period.

If the parties fail to agree during the negotiations, but both parties so desire, the dispute shall be resolved by a panel with two representatives for each of the parties and an impartial umpire, appointed by the State Mediator if the parties fail to agree on this appointment.

3. The central organisations have agreed that the necessary aids in improving production efficiency should be used to the greatest possible extent. In consequence of this the central organisations consider that time and motion studies should be used to the greatest possible extent. Time and motion studies, or a system for recording the production time used in order to obtain material for determining the prices and items in the piecework schedule, may be commenced in cooperation with the enterprise(s) when so requested by one of the central organisations. In such event the other organisation shall cooperate in having such studies carried out.

For work that does not come under the piecework schedule rate, time and motion studies, or a system for recording the production time used in order to obtain material for determining the prices and items in the piecework schedule, may be used at the particular enterprise when the parties (employer/employee) so agree. In such event the time and motion studies shall take place according to the guidelines adopted between the central organisations.

The parties stress how important it is that the piecework schedules in the different building trades are maintained in pace with the technological developments that take place. Therefore, if one of the parties so desires, negotiations for revision of the piecework schedules may be opened in the individual trade, but only once during the agreement period. It is an express condition that the average level of earnings

in the individual trades shall be retained when revision is carried out.

In trades where joint technical and financial revision is carried out in accordance with § 4-18, the requirement in 4-17, 4, last sentence, concerning retaining the level of earnings, will not apply.

§ 4-18 Adjustment provisions for piecework schedules

Before the end of the 1st agreement year and at coordinated wage settlements, negotiations for financial revision shall be conducted between the parties to safeguard against any lack of development.

NHO's wage statistics (based on data from Statistics Norway) for the Collective Agreement for the Building Industry, column for agreed pay paid out per hour (37.5 hour weeks) for workers, average for the last three years as of 1 October, shall be normative for these negotiations. Figures for the last three years for "Paid out agreed pay for the group "persons without piecework pay"" as of 1 October, shall also be taken into consideration.

Any productivity improvements in the separate trades since the last adjustment shall be taken into consideration. The assessment shall be made by the Committee for technical bargaining in good time before the adjustment negotiations. Minutes of the negotiations shall be kept.

If the parties within the separate piecework trades, cf. § 4-2, 1, have agreed on technical and financial revision of the piecework schedule before the end of the first agreement year, these trades shall not be included in the

bargaining according to paragraphs 1 – 3 above. “The parties” means BNL’s branch associations and the United Federation.

If the parties fail to agree, either of them may demand that the matter be decided by an umpire. In such cases the procedure shall be the same as for The Permanent Arbitration Tribunal in the Basic Agreement, § 3-10.

Note:

The negotiations and the umpire’s assessments shall be based on the second and third paragraphs. Other circumstances may also be considered when so agreed.

Notes for the timber house industry

(Applies for those who as of 31 March 1992 came under the collective agreement for the timber house industry)

Piecework schedule, re § 4-2

Agreement on the krone factor may be made freely at the individual enterprise.

Building work according to special building methods. Where building work is done according to a special system that involves arranging the work in a manner that differs from the assumptions for the piecework schedules and the Agreement (§ 4-7), the altered rates

shall be adopted as the piecework schedule prices by agreement at the individual enterprise.

The building system used shall have recurrent effect. It is a condition that construction takes place in accordance with proper working plans that are available on an appropriate scale and with adequate measurements inserted.

Descriptions and joining details shall be prepared for the building work and shall in essentials be repetitive from building to building irrespective of type or size.

Advance measurement certificate, re § 4-6

1. The piecework sum for the separate buildings shall be calculated on the basis of the piecework schedule. When so requested the Federation may demand to check the basis for the calculations.
2. A measurement certificate shall be drawn up for each separate building before work is commenced. The United Federation reserves the right to check these as in 1 above.
3. If changes made while work is in progress necessitate alteration of the stipulated piecework price, the additional work/variations shall be priced at the schedule rate, to such extent as that covers the work operations. For non-schedule work, a round sum or time pay (piecework earnings) shall be agreed upon.

Measurement fee for advance measurement certificate,
re § 4-14

The enterprise shall deduct 2,5 % of the piecework and inspection fee from the individual employee's pay. Monthly statements of the amounts deducted shall be sent to the United Federation, stating the buildings erected, the name of the building owner, the address/municipality in which the building is situated, the piecework sum and the piecework and inspection fee deducted for each building. The United Federation is entitled to check that deductions are correct.

Payment of piecework proceeds

The provision in § 4-15 relating to the tasks of the measuring office, does not apply to building work done according to special methods.

Chapter 5 - Health, Safety and Environment

§ 5-1 Health, Safety and Environment

Whenever no measures whatsoever can be taken to achieve satisfactory protection for life, health, safety or the environment, the employees shall be provided with suitable, approved protective equipment. The employees must be given training in use of the equipment.

§ 5-2 Pregnant employees

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

§ 5-3 Following up

The employer shall arrange for systematic following up to ensure compliance with appropriate requirements in laws and regulations intended to promote health, safety and the environment. In this connection active work will be done by the parties so that safety delegates will also be required at enterprises with less than 10 employees.

Re training, see Appendix 11.

Chapter 6 - Working hours

§ 6-1 Ordinary working hours

Ordinary working hours shall not exceed an average of 37.5 hours per week and division shall be the same for everyone at each place.

Whenever Christmas Eve is not a day off under the agreement on division of working hours, ordinary working hours on Christmas Eve shall end at 13.00 hours. New Year's Eve is a holiday.

Note:

In other respects reference is made to Appendix 5A, Reduction of working hours and Minutes of 4 September 1986 (Appendix 5 B).

§ 6-2 Overtime

1. Overtime shall be reduced to an absolute minimum, cf. Working Environment Act, § 10-6.

For overtime work that lasts for more than 2 hours excluding meal breaks, overtime pay shall be paid also for the meal break, in accordance with the Working Environment Act, § 10-9.

2. *Overtime pay*

- 2.1 *Basis for overtime pay*

The rate shall be adjusted according to the calculation model in Appendix 20, item 1 a).

The basis for overtime pay is NOK 202.83.

3. *Supplement percentages*

The supplement percentage for the overtime basis shall be calculated and added to the employee's hourly pay.

- 3.1 *Supplement percentages – weekdays Mondays to Fridays*

A 50% supplement shall be paid for work on the first 5 working days in the week after the end of ordinary working hours and until 21.00 hours.

A 100% supplement shall be paid for work from 21.00 hours and until the beginning of ordinary working

hours. However, if it is required that work commences after 04.00 hours, the supplement shall be 50%.

3.2 *Supplement percentages – day off on Saturday or other workday*

When the division of working hours is such as to allow for days off, employees who should have had a day off but are required to work on that day, shall be paid a 50% supplement until 12.00 hours on Saturdays and until 16.00 hours on the other weekdays, and 100% after that.

In other respects see the Working Hours Appendix 5A, C6 and 5B.

3.3 *Supplement percentages – Sundays, public holidays, and days before public holidays, 1st May and 17th May*

For overtime work after ordinary working hours on days preceding public holidays and work on Sundays and public holidays, the supplement shall be 100%. The same applies for 1st and 17th May.

3.4 *Plumber trade, call-out supplement*

For work on a Saturday between the hours of 07.00 and 13.00 when notice of this has not been given before the end of working hours on Wednesday, the employee shall be paid a call-out supplement of not less than NOK 136.25 each time, in addition to ordinary pay and the overtime supplement.

The above system does not apply in enterprises where a fixed duty system is established.

§ 6-3 Staggered working hours

For staggered working hours that last for a continuous 6 working days or more, an extra allowance shall be paid calculated on the overtime basis stipulated in § 6-2, 2. The supplement percentage is the same as for overtime work, but the rate for the first two hours shall be 40%.

Note for stone, earth and cement workers

- a) During times when high and low tides affect the work, working hours may be moved between the hours of 16.00 and 18.00 without overtime pay.

- b) When conditions are such that working hours must be divided into two shifts a day (split working hours), the following percentages shall be paid in addition to ordinary hourly pay: for time worked on the week's first 5 working days:
 - between 06.00 and 18.00 hrs: 0 %
 - between 18.00 and 06.00 hrs: 75 %

Double time (100%) shall be paid for time worked after 12.00 noon on Saturdays and days before public holidays until 22.00 on Sunday or the last public holiday.

The above provision concerning split working hours applies for work at the same workplace that lasts for 3 days or more. As far as possible the shifts should be of equal length and no shift should be less than three hours.

In the case of, for example, a 38-hour working week in accordance with the rules of the Working Environment

Act, the hourly pay and overtime rates shall be adjusted proportionately.

§ 6-4 Shift work

1. *General*

Shifts may be worked in accordance with § 10 of the Working Environment Act.

When shifts are worked, a working plan shall be drawn up in accordance with § 10-3 of the Working Environment Act.

Shift work supplements shall be paid only when shifts are worked for 6 consecutive working days or more. Other shift work shall be paid for as overtime.

2. *Shift work supplements*

A shift work supplement of NOK 23.24 per hour shall be paid for the second shift on weekdays.

A shift work supplement of NOK 37.13 per hour shall be paid for the third shift on weekdays.

A shift work supplement of NOK 91.56 per hour shall be paid after 13.00 hrs on Saturdays and after the end of ordinary working hours on days preceding public holidays.

If when changing from day work to shift work or vice versa on the same day (from 00.00-24.00 hrs) an employee has a longer than normal working day on the day concerned, overtime shall be paid for the extra hours.

3. *Overtime on shift work*

A 50% supplement shall be paid in addition to shift work supplement when overtime is worked before or after the shift.

A 50% supplement shall be paid for work after 13.00 hours on Saturdays and on days preceding public holidays after ordinary working hours and for work on Sundays and public holidays.

4. *Conversion factors*

For conversion from normal working time, 37.5 hours weekly, to other different working time systems, the following table shall be used:

From 37.5 hours – 36.5 hours:	2.74%
From 37.5 hours – 35.5 hours:	5.63%
From 37.5 hours – 33.6 hours:	11.61%

See also Appendix 5 A.

Chapter 7 - Travel and living expenses

§ 7-1 When necessary to stay overnight

1. *Board and lodging*

Agreement on board and lodging arrangements shall be made before an enterprise sends an employee on an assignment away from home. The main rule is that the employer shall pay for board and lodging.

Otherwise the shop stewards and the enterprise may agree on other systems in regard to board and lodging,

such as a fixed rate or reimbursement according to account rendered, etc. The standard of lodgings is given in Appendix 18, Accommodation, workmen's huts, living quarters and personnel rooms.

2. *Expenses while travelling*

If an employee is sent on an assignment away from home, necessary travel expenses (second best class on public means of transport) shall be reimbursed according to account submitted. If the second best class cannot be used, he shall be reimbursed for the best class. Meals during the journey shall be reimbursed according to the company's travel scale or account rendered.

3. *Payment for travelling time at beginning and end of journey.*

Ordinary hourly pay shall be paid for travelling time, see the Agreement, Chapter 2, minimum pay rates. If sleeping accommodation is used, payment shall be made for travelling hours in ordinary working time and until 20.00 hrs. For travel on Saturdays and public holidays, payment shall be made for the same number of hours as on other days.

For paid travelling hours between 13.00 hrs on Saturday and 22.00 hrs on Sunday and for paid travelling hours between 07.00 and 22.00 on public holidays, the employee shall in addition be paid 50% of the overtime basis. This similarly applies for travel on off-duty days.

4. *Paid journey home during the assignment period*

4.1 For journeys in connection with travelling home and returning to the plant, the enterprise shall pay the

return journey less NOK 100.- each time, maximum 17 times a year and not oftener than once every third week. These journeys also include journeys in connection with vacations and/or public holidays (no payment is made for travelling time).

4.2 Expenses shall be calculated according to the cheapest public communications. Employees who travel to a place other than the starting point, are entitled to reimbursement according to the preceding paragraph in a sum that corresponds to what the journey to the starting point would have cost, plus the return journey less NOK 100.- per time.

4.3 Taking vacations shall not result in loss of rights under this provision.

4.4 "Starting point" means the place to which the employee is entitled to return after the work has ended.

4.5 *Note for plumbers*
Travelling time and expenses shall be paid from the lodgings to the place of work. Payment for travelling time in accordance with 8 below.

§ 7-2 When absence overnight is not necessary

See Appendix 14, Comments on provisions concerning remuneration for travelling time and travelling expenses pursuant to the Collective Agreement, § 7-2.

Introductory provisions

Travelling time and walking time are not included in working hours.

Distance

”Distance”, see 7.2, 1 and 2, means the length of the distance the employee must cover to get from home to where he is working.

Toll money

Road toll payments will be refunded when the employee’s expenses are reimbursed according to 7-2, 1.

For passing through a toll gate where the charge differs according to the size and/or weight of the vehicle, the charge will be reimbursed at the rate for private cars (less than 3500 kg).

Travelling allowance

Travelling allowance paid out according to the rules in § 7-2 is pay and will be included in the basis for calculating holiday pay.

A daily allowance will be paid according to the following rules for walking time, travelling time and travelling expenses for travelling to and from home and the place of work:

1. *When transport is arranged by the employee her/himself:*

- a) If the distance from home to work place is up to 7.5 km, no allowance will be paid.

For longer distances the allowance will be:

- b) For distances from 7.5 to 15 km: NOK 74.90
- c) For distances from 15 to 30 km: NOK 124.20
- d) For distances from 30 to 45 km: NOK 145.60
- e) For distances from 45 to 60 km: NOK 166.70

Any local systems that are better, shall be retained.

Daily commuting in excess of 60 km each way is not advisable.

If for practical reasons no lodgings can be arranged, the enterprise and the shop stewards may agree on special systems for daily commuting in excess of 60 km. When making such agreements proper consideration shall be given to the health and safety of the employees and also the length of travelling time.

Young employees and apprentices

Young employees and apprentices shall be paid a reduced allowance corresponding to 85% of the above rates.

2. *When transport is arranged by the employer:*
When the employer makes a suitable means of transport available free of charge, the following rates apply for the driver and accompanying passengers:

- a) If the distance from home to work place is up to 7.5 km, no allowance will be paid.

For longer distances the allowance will be:

- b) For distances from 7.5 to 15 km: NOK 44.80
- c) For distances from 15 to 30 km: NOK 74.60
- d) For distances from 30 to 45 km: NOK 89.20
- e) For distances from 45 to 60 km: NOK 104.20

Any local systems that are better, shall be retained.
Daily commuting in excess of 60 km each way is not advisable.

If for practical reasons no lodgings can be arranged, the enterprise and the shop stewards may agree on special systems for daily commuting in excess of 60 km. When making such agreements proper consideration shall be given to the health and safety of the employees and also the length of travelling time.

Young employees and apprentices

Young employees and apprentices shall be paid a reduced allowance corresponding to 70% of the above rates.

Local agreements

The management of the enterprise and the shop stewards, see FOB 1-1, 5, may conclude other agreements in §7-2, 2, for the driver when a free service vehicle/means of transport is provided by the employer.

3. *Other rules*

No allowance shall be paid when the employee is working in the enterprise's own works, stockyard or other workplace on the enterprise's own premises.

When an employee signs on at a building site and the working day ends at a work place such as mentioned in the first paragraph, he shall be paid half of the allowance in 1 and 2 above. This similarly applies when the employee signs on at a work place such as mentioned in the first paragraph and the working day ends on the building site.

4. For maintenance work, redecorating and repair work and other comparable jobs performed on the principal's premises (works, factory etc.), no allowance shall be paid when the employee is offered, in writing, prospects that work at the place in question will last at least two years. It is a condition that agreements already made will be maintained.
5. If both a car and ferry are used and the ferry costs 50% or more of the fixed allowance, the parties recommend that a reasonable solution be found in each particular case. Any road toll charges shall be reimbursed by the enterprise in full if the distance is over 7.5 km.
6. The allowance shall be paid out at each ordinary wage payment.
7. *Future adjustments*
See Appendix 20.

Note:

Ferry and road toll outlay: See provisions in Appendix 14.

Chapter 8 - *Special rules for travelling time and expenses for the plumbing trade*

- 8.1 For piecework jobs – where the employee signs on direct at the building site – a daily allowance shall be paid for travelling/walking time and travelling expenses for distances in excess of 5 km from the enterprise to the building site and back to the same starting point.
- 8.2 Travelling expenses for use of public transport shall be refunded at the actual cost. Allowances for use of the employee's own car will be paid according to the State scale.

The employer may choose the cheapest alternative.

Employees are not entitled to travel allowance when the employer provides means of transport free of charge.

Expenses incurred for ferries and road toll shall be paid by the enterprise in those cases where these are extra expenses as a result of the location of the building site relative to the enterprise.

Costs that would ordinarily be incurred for signing on at the enterprise, will not be paid.

- 8.3 Travelling and walking time up to 1 ½ hours daily is not included in working time. This time shall be paid for as follows:

Plumber	NOK 92.00 per hour
Unskilled	NOK 84.00 per hour

Apprentices NOK 63.00 per hour

Through negotiations at the enterprise with the shop stewards, the parties may agree to extend travelling up to 2 ½ hours daily. However the time not included in working hours shall not exceed 2 hours.

From 1½ to 2 hours daily shall be paid as work pay.

- 8.4 When the employee signs on at the works or stockyard, the beginning and if appropriate the end of working hours shall be counted from the place of signing on.

Travelling time and travelling expenses between the works and the building site shall be paid by the enterprise.

Travelling time in excess of 2½ hours is not advisable.

- 8.5 Work pay shall be paid for travelling time during working hours.

- 8.6 Agreements on travelling and walking time rules shall be entered on the piecework ticket.

- 8.7 The enterprise and its shop stewards may agree that the provision in § 7-2 above, which applies for other building trades, shall be applicable in the enterprise as a whole.

§ 7-3 Use of private car on business in working hours

If the parties at the enterprise find it expedient that the employee uses his/her private car for driving on

business during working hours, an agreement on this shall be made between the shop stewards and the enterprise. If the parties fail to agree on the amount of remuneration for this, it shall be based on the State scale.

This provision is not intended to have consequences for practice of existing travelling and walking time rules.

§ 7-4 Work outside the boundaries of Norway

Before the enterprise sends employees to work outside Norway, negotiations shall be conducted between the shop stewards and the enterprise regarding the systems that shall apply for: travelling, stay, insurances, transport home in event of illness, wages and pay conditions, leave etc. See also Working Environment Act, § 14-8.

*Chapter 8
Payment of Wages*

§ 8-1 Payment of wages

The wage period expires every other week and the wages shall be paid out not later than the following week. On each pay day the employee shall be given a pay slip showing all deductions of whatsoever kind and the date for the wage period covered.

The above is not intended to prevent the enterprise and its employees from agreeing on different wage periods, see Basic Agreement, § 11, 1-3.

Chapter 9
Temporary stoppages

§ 9-1 Temporary stoppages

1. *Temporary stoppages due to lack of materials, tools or other reasons*

When work being done on piecework or time must be stopped and the employee cannot be given other work, he shall be paid his hourly wage for the time he is without work. However this shall not apply if the stoppage is due to circumstances beyond the control of the enterprise and the employee has been notified 3 days earlier.

2. *Note for the tinsmith, plumber, scaffolder and industrial painter trades*

This provision does not apply to these trades.

Chapter 10
Holidays

§ 10-1 Holidays

1. Holidays shall be given in accordance with the Act relating to holidays.
2. For holidays regulated by the Agreement, see Appendix 7.

3. Extra holidays for older workers, see the Act relating to holidays, § 5, 2 og 10 (3). It is a condition that the employee's wishes with regard to when the extra holiday is taken, shall be complied with whenever possible. However the central organisations have agreed that these workers may not demand to take the extra holiday at a time that would create major difficulties for production or for systematic implementation of holidays for the labour force as a whole. Where this is the case, the enterprise is entitled to demand that the employees choose another time for taking their extra holiday.

Chapter 11

General provisions

§ 11-1 Lunch rooms, rest rooms and lodgings

General

When a job commences, the enterprise shall provide an ample lunch room and rest room with satisfactory heating for staying in the room during rest breaks (cf. Appendix 18).

§ 11-2 Scope of appendices

Whenever the following or other special provisions do not specify that certain trades are excepted, the appendices to this Collective Agreement for the Building Industry apply to all trades.

Similarly certain appendices apply only to one or a few trades. The trades this concerns will be stated in the following or in the particular appendix.

Appendix 14 does not apply for the plumbing trade.

Chapter 12
Equality

§ 12-1 Introduction

The United Federation and BNL have agreed that goal-oriented work on diversity and equality will be important for improving recruitment to the enterprises. Social responsibility on the part of the enterprises in this respect can contribute towards greater motivation among the employees. This in turn will help secure competitive power and market adaptation for the enterprise. Here reference is made to the Basic Agreement, supplementary agreement II, framework agreement on equality in working life.

§ 12-2 Older employees

The United Federation and BNL have agreed to work, centrally and locally, to achieve a personnel policy in which older employees and employees whose health is impaired, can continue to work until they reach ordinary retirement age.

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

For older employees and employees whose health is impaired, individual agreements may be made between the individual employee and the enterprise concerning job tasks, rest breaks, part-time work etc. Pay shall be determined according to the provisions in § 2-5, 2.

§ 12-3 Equality between men and women

The parties have agreed, both centrally and locally, to continue work to arrange suitable conditions so that men and women are given equal opportunities of taking part in the different jobs in the building industry. The enterprises shall incorporate the equality perspective in their personnel policies for engaging personnel and for competence-promoting courses, up-grading and further education.

The parties have agreed, both centrally and locally, in accordance with the Collective Agreement, that under otherwise equal conditions men and women shall be treated alike, in regard to both earnings and occupations. Therefore in local wage negotiations the parties shall review wage conditions for men and women and consider the reasons for any differences in pay.

§ 12-4 Immigrants

The parties have agreed that work must be done centrally and locally to arrange conditions so that immigrants will choose work in the building industry to a greater extent. Against this background the parties should therefore discuss the enterprise-related problems linked with recruiting immigrants, such as practical arrangements and general attitudes.

Chapter 13
Non-union enterprises – wage revisions

§ 13-1 Non-union enterprises – wage revisions

The following applies for non-union enterprises for which this Agreement is binding by direct agreement with the United Federation (called ”*tiltredelsesavtaler*”, ”*hengeavtaler*” or ”*erklæringsavtaler*”), in which the parties agree to accede “*to the Collective Agreement in force at any time*”:

Wage revisions between the parties to the Agreement, apply for these enterprises without the “*declaration agreement*” being terminated.

In consequence of the fact that the Federation and the non-union enterprises have agreed to accede to the agreement in force at any time, no separate bargaining and/or mediation will take place between the Federation and the non-union enterprises, in that the bargaining / mediation between the parties to the Agreement also embraces/applies between the non-union enterprises and the Federation.

When the Agreement is terminated by LO/the Federation, the non-union enterprises will be notified of this by a copy of the notice of termination. This notice will be regarded as the preliminary termination of the Wage Agreement and satisfies the requirements of the

Act relating to labour conflicts for commencement of a lawful labour conflict.

The Federation is entitled to call members in these enterprises out on strike, giving notice of strike actions in accordance with the time limits in the Basic Agreement, § 3-1, 1, 2 and 4, at the same time as such notices are given or strikes are called in the main conflict.

Whenever a new agreement is made between the parties to the Agreement, the new agreement shall apply for the non-union enterprises without any special adoption procedure.

These provisions are a necessary consequence of the Basic Agreement, § 3-1, 3.

If the Federation or the enterprise wishes to implement a separate wage agreement revision, the declaration agreement (*erklæringsavtalen*) must be terminated in accordance with the rules that apply for termination.

Chapter 14 *Duration*

This Agreement enters into force 1 April 2010 and applies until 31 March 2012 and thereafter for 1 – one – year at a time unless terminated by one of the parties at 2 – two – months notice in writing.

Adjustment rules for the 2nd year of the Agreement
Before the end of the first year of the Agreement, negotiations shall be opened between NHO and LO, or

the body appointed by LO, concerning possible adjustments for the second year. The parties have agreed that these negotiations shall be conducted on the basis of the situation in the economy at the time of the negotiations, the prospects for the second year of the Agreement and developments in prices and wages in the first year of the Agreement.

The changes in the wage agreements for the 2nd year shall be considered by LO's Committee of Representatives or the body appointed by LO and NHO's Executive Committee. If the parties fail to agree, the organisation by which the claim was presented may – within 14 – fourteen - days from the end of the negotiations, terminate the individual wage agreements at 14 – fourteen – days notice (but not to expire before 1 April 2011).

Oslo, 30 April 2010

THE CONFEDERATION OF NORWEGIAN BUSINESS AND
INDUSTRY (NHO)

THE NORWEGIAN FEDERATION OF TRADE UNIONS (LO)

THE FEDERATION OF NORWEGIAN BUILDING INDUSTRIES
(BNL)

THE UNITED FEDERATION OF TRADE UNIONS (THE UNITED
FEDERATION)

Appendix 1 - AGREEMENT ON SEVERANCE PAY

AGREEMENT ON SEVERANCE PAY (Applicable from 01 January 2011)

1.0 GENERAL MATTERS

1.1 Conclusion of agreement

The Agreement on Severance Pay was originally concluded between the Norwegian Federation of Trade Unions (LO) and the Norwegian Employers' Organisation (N.A.F) – now the Confederation of Norwegian Business and Industry (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 wage agreement between organisations that are members of the Norwegian Federation of Trade Unions (LO) and the Confederation of Norwegian Business and Industry (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 wage 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 The enterprises encompassed by the Scheme.

The Scheme encompasses the following enterprises:

- a) NHO member enterprises bound by a contractual wage agreement that have a collective wage agreement with an LO union;
- b) enterprises that are not members of NHO, but who are bound by a contractual wage agreement that have a collective wage agreement with an LO union;
- c) NHO member enterprises bound by a contractual wage agreement that do not have a collective wage agreement with an LO union, when employer and

employees have agreed that the enterprise shall join the Scheme. Such membership is subject to approval from the Board of the Severance Pay Scheme;

- d) Enterprises bound by a contractual wage agreement that belong to a different collective wage sector from those that come under a) through c) above – provided that the Parties agree that the sector may be included. In the event of breach of any conditions that may be imposed for joining by virtue of the first paragraph, consent may be withdrawn when the Board so recommends;
- e) Enterprises that under an earlier agreement were allowed to join the Scheme on a voluntary basis.

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

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

2.2 Joining/withdrawing from the Severance Pay Scheme

An enterprise becomes a member of the Scheme from the time the collective agreement that includes the LO/NHO appendix on the Severance Pay Scheme, enters into force. The relevant collective wage organisation is responsible for registration and for checking that the conditions for membership are satisfied. Enterprises that have become members must remain members for as long as the conditions for membership pursuant to the collective wage agreement

exist. In the event of termination of the collective wage agreement during the agreement period, the obligation to pay premium to the Severance Pay Scheme will nonetheless apply until the end of the collective wage agreement period. However this will not apply to enterprises that are voluntary members of the Scheme – see 2.1, e, above – they can withdraw from the Scheme with immediate effect. Premium will be payable up to the date of withdrawal.

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

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

3.0 INDIVIDUAL CONDITIONS

3.1 Required period of membership

An employee must have been a member of the Scheme for the last three months before notice of termination was given. If employment ceases owing to disablement or chronic disease, the person must have become a member of the Scheme before the leaving date – 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 covered by the agreement for construction trades, the collective agreement for building trades and electrical fitters, for a total of 20 years, whereof the last five are consecutive years. 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 Organisation), if necessary supplemented by information from the trade union/federation.

If retirement is not due to disablement /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.

Employees who are dismissed from their jobs – wholly or partly – owing to cutdowns in production or workforce, winding up or bankruptcy, are entitled to severance pay.

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

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

Severance pay may be granted to employees who are receiving interim payments, provided that the

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

3.4 Other suitable work etc.

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

When deciding the question of whether the employee shall be deemed to have been offered other suitable work, importance shall be attached to the fact that the object of the Severance Pay Scheme is to provide remuneration for employees who lose their jobs. Employees who in reality continue in their old job, will not normally be entitled to severance pay.

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

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

In the event of a merger or transfer of a business that comes under Chapter 6 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 sanctioned by the Work Environment Act, § 16-2, second para-graph.

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.

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 cutdown in workforce 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 18,000.- 59 years: NOK 33,800.-

51 years: NOK 18,000.- 60 years: NOK 36,000.-

52 years: NOK 19,500.- 61 years: NOK 39,000.-

53 years: NOK 19,500.- 62 years: NOK 57,000.-

54 years: NOK 23,300.- 63 years: NOK 45,600.-

55 years: NOK 23,300.- 64 years: NOK 34,200.-

56 years: NOK 26,900.- 65 years: NOK 22 800.-

57 years: NOK 26,900.- 66 years: NOK 11,400.-

58 years: NOK 30,000.-

By virtue of the Tax Act, §5-15 (1), litra a, 1, severance pay shall be free of tax.

4.2 Retirement age less than 67 years

When the retirement age for the employee receiving severance pay is less than 67 years, the above scale shall correspondingly be applied, but with the difference that NOK 11,400.- shall be paid for the last year before reaching retirement age, NOK 22,800.- for the year before that and so on until the 50-year limit is reached.

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 dismissal relates only to part of a position - compulsory reduction of both working hours and pay, the severance pay shall be reduced accordingly. The 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/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 prescribed form, to the local NAV (Norwegian Labour and Welfare Organisation) 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 by virtue of law.

7.0 PAYMENT

7.1 Payment to applicant

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

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

In cases where the severance pay is to be paid by the enterprise itself - cf. section 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 applicant dies before receiving the severance pay, payment may be made to his/her spouse or cohabitant (living together for not less than 12 of the last 18 months) or to dependent children under 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. 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

Regardless of whether a demand is received or not, the employer is responsible for payment of the stipulated premium.

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 4 members with four personal deputies.

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

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

9.2 Duties of the Board

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

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

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

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

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

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 shall be signed by the members/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 procurement, or other powers. Such rights may be revoked at any time.

If a Board member, the CEO or a procurist oversteps his/her powers, the transaction will not be binding for

the Severance Pay Scheme when the Scheme can show that the other contracting party understood or should have understood that the person in question was exceeding his/her powers and that it would be dishonest to invoke the transaction.

9.6 Competence

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

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

9.7 Confidentiality

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

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

Board members and deputy members have a duty of discretion and confidentiality concerning information and views presented in connection with the Board's work, when not otherwise decided by the Board. Nevertheless the duty of confidentiality in the first

sentence will not apply when it is necessary to discuss a matter internally in the organisation to which the member belongs, unless otherwise provided in the first paragraph.

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

9.8 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 organisations.

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.

Appendix 2

Agreement
on Education and Development Scheme established by
The Confederation of Norwegian Business and Industry
(NHO)
and
The Norwegian Federation of Trade Unions (LO)
(as last amended in 2008)

§ 1 Object

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

§ 2 Ways

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

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

§ 3 Financing

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

Group 1: from 4 to 20 hours weekly

Group 2: from 20 to 30 hours weekly

Group 3: 30 hours weekly or more

Premium shall be paid by the enterprises at the end of each quarter at the following monthly rates:

Group 1: NOK 15.-

Group 2: NOK 25.-

Group 3: NOK 44.-

Employees who come under the Basic Agreement for workers, made between LO and NHO are, as part of the financing system, under obligation to pay NOK 3.25 per week. The amounts may be adjusted by the LO Secretariat and NHO's executive committee on the recommendation of the Board of the Scheme, cf. § 5.

§ 4 Collecting premium

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

§ 5 Administration

The Scheme is to be managed by a board having six members, three appointed by each party. Office as chairman of the board shall alternate between LO and NHO for periods of one year at a time.

§ 6 Use and distribution of funds

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

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

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

§ 7 Accounts and annual report

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

§ 8 Dissolving the Scheme

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

§ 9 Entry into force

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

Comments:

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

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

Appendix 3

COLLECTIVE AGREEMENT ON PENSIONS (AFP)

I Introduction

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

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

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

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

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

II By-laws

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

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

The by-laws that are in force from time to time can be found on www.nyafp.no.

III The original AFP scheme

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

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

IV New AFP system

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

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

V Conditions for entitlement to new AFP

(Main points, see also the By-laws)

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

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

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

employee an income that is higher than the employee's other income.

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

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

VI. Level of pensions in the new AFP scheme

AFP is calculated as 0.314% of the annual pension-earning income through to and including the calendar in which the employee turns 61 years of age and up to an upper limit of 71 G. Pension-earning income is determined in the same way as when calculating pension income in the national insurance retirement scheme.

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

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

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

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

VII The new AFP scheme will be financed as follows:

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

The State will contribute to AFP. The rules in Act No. 110 of 23 December 1988 will apply until 31 December 2010, and the rules of the AFP Contributions Act will apply from 1 January 2011.

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

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

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

own contributions will be determined by the Board of the Joint Scheme.

For the new AFP, the enterprises must pay a premium for the employees and others who have received pay and other remuneration that is reported under code 111-A in the Tax Directorates list of codes. The premium rates will be determined by the Board of the Joint Scheme. The premium shall be a percentage of the total payments from the enterprise according to the reports returned by the enterprise under code 111-A. The enterprise shall pay premium only for that part of the payments to the individual employee in the preceding income year that is between 1 and 7.1 times the average basic amount.

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

VIII.

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

Appendix 4

AGREEMENT

on guidelines for deduction percentage for union membership subscriptions (the pay deduction agreement)

between

the Confederation of Norwegian Business and Industry (NHO) and appropriate national associations

and

the United Federation of Trade Unions for the Norwegian Federation of Trade Unions (LO)

1. Background

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

2. Information

- 2.1 It is a condition that the information that becomes available regarding the individual employee and the individual enterprise, shall not be used for any purpose

other than in connection with deduction of union subscriptions.

3. Persons for whom deductions are to be made

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

4. Implementing deductions

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

The calculation base is the employee's gross pay which is entered under code 111-A and the reimbursements of

expenses etc. entered as being subject to deductions in the statement of pay and deductions from pay. Fees paid in addition to ordinary earnings to directors and members of the corporate assembly and gratuities are exempted.

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

5. Deductions

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

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

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

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

6. Two or more branches

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

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

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

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

7. Deduction lists, notices

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

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

- DoB and Personal ID No. (11 digits) and membership number or work number when that is used as the membership number
- name
- amount deducted
- any notices, which should include
- additions during period
- withdrawals during period

- to or from initial period of national/community service
- deaths
- any other notices agreed upon between the parties to the collective wage agreement

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

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

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

7.2 If not otherwise agreed, deduction lists shall be forwarded to the branch and to the workplace branch monthly .

In those cases where sending deduction lists to two or more branches creates practical problems, the organisations may discuss other solutions.

7.3 For employees who are on sick leave the enterprise shall, after expiry of the employer period, give the

national insurance office notice of the subscription deductions for the United Federation.

7.4 The United Federation or its branches and the individual enterprise may agree to provide the information on the deduction lists in electronic form.

7.5 To facilitate work at enterprises that do not have a computerized system, the United Federation will supply, to order, standard deduction lists for use in the reporting.

8. Adaptations

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

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

9. Duration and termination

9.1 This Agreement entered into force 1 September 1988 and has since been amended at the 1998 revision of the collective wage agreement. If it proves that the alterations made at the 1998 revision result in practical problems for the individual enterprise, implementation

of the altered rules may be postponed until 1 February 1999.

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

Appendix 5A

Reduction of Working Hours from 1 January 1987

A

As from 1 January 1987 working hours shall be reduced as follows:

1. **To 37.5 hours a week.**

Daytime working hours.

2. **To 36.5 hours a week.**

Ordinary 2-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.

3. **To 35.5 hours a week.**

a) Work that is performed “mainly” at night

b) Work on continuous shifts round the clock and work on “comparable” rotas

c) 2-shift and “comparable” work on rota “regularly” worked on Sundays and/or public holidays

d) Systems of working hours that result in the individual employees having to work at least every third Sunday and/or movable public holiday.

4. **To 33.6 hours a week.**
 - a) Work on wholly continuous shifts and “comparable” rotas
 - b) Work below ground in mines
 - c) Work on tunnelling and excavation of spaces in rock below ground
5. For those who have extended working hours owing to stand-by duties or passive duties in accordance with Working Environment Act § 46, 5 and 6, the extension shall be based on the number of hours in the Agreement.

B

Implementation of compensation for reduction of working hours

- a) Weekly, monthly and annual pay shall remain unchanged. If in addition the employee receives a bonus, production bonus or the like which depends on the time worked, the alterable part shall be adjusted according to item d) below.
- b) Hourly pay (minimum pay rates, normal pay rates, individual pay rates and compensation for loss of piecework) shall be increased by

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

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

- e) Standard piecework rates (basis for calculating piecework pay) shall be adjusted so that piecework

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

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

- f) Subject to agreement between the parties within the individual agreement areas, it may be agreed that compensation pursuant to items a) – e) above shall be given in the form of an increase in øre instead of as a percentage.
- g) When reduction from 40, 39, 38 or 36 hours takes place from shorter, earlier working hours, the amount of compensation shall be reduced proportionately.

C

General remarks concerning implementation

- 1. When implementing shorter working hours pursuant to A above, it is of decisive importance that the individual enterprise achieves greater flexibility with regard to when the work is to be performed, maintains

appropriate working hours and attains efficient and effective utilisation of working hours.

2. Before shorter working hours are implemented, negotiations regarding practical implementation shall be conducted at the individual enterprises.
3. All collective wage agreements are to contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the shop stewards to work to this end. Breaks, washing times etc. shall be reviewed with the aim of making working hours as effective as possible. If in the opinion of one of the parties there is no longer any reason to continue the arrangements, the matter shall be handled in the normal manner for collective agreements.
4. Under § 46,10 of the Working Environment Act the parties to a collective wage agreement are, subject to certain conditions, allowed to reach agreement on a different arrangement of working hours than the Act prescribes as normal. If in particular enterprises or branches of industry there is a special need for maintaining the present working hours, the parties to the collective agreement may make an agreement regarding this in accordance with the provisions of the Working Environment Act, § 46.
5. In connection with the shorter working hours it may, for the purpose of economic utilisation of production equipment, be desirable to have different ordinary working hours for the different groups of employees,

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

6. If the system of working hours results in some work-free weekdays, employees who work on days when they should have had the day off, shall be paid a 50% overtime supplement. In cases where under the collective wage agreement a 100% overtime supplement is payable for overtime work on Sundays and public holidays and the eve of such days, a 100% supplement shall be paid after 12 noon on Saturdays and after 16.00 hours on the other weekdays.
7. When there is due reason for doing so, the enterprise may be allowed to change days off. In cases where conditions for this are not prescribed in an agreement for the branch of industry or the enterprise, the following shall apply:

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

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

When conditions for changing the day off are satisfied, the employee shall not receive additional pay for time

worked during ordinary working hours before 12 noon on Saturdays or before 16.00 hours on other weekdays.

8. At enterprises where the rules in § 46,9 of the Working Environment Act concerning standby at home are applicable, the shorter weekly working hours alone shall not give a right to greater compensation in the form of days off than was the practice under a system with an average of 40 weekly working hours.
9. When an enterprise wishes to continue, introduce or expand shift work within the framework of the Working Environment Act, and the collective agreement does not already provide authorisation for this, negotiations concerning shift work rules shall be commenced between the parties during the agreement period.

D

Daytime work

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

Other solutions may also be applied, for example by:

1. shortening the daily working hours by 25 minutes, where there is a 6-day working week

2. having weekly working hours longer than 37.5 hours during some periods, and correspondingly shorter in other periods
3. retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, and allowing corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

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

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

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

The above provisions are not intended to prevent the separate branches of industry from making agreements on how the shorter working hours shall be

implemented, nor may they be invoked during union-based negotiations in the case of collective wage agreements that contain exact rules regarding division of working hours.

E

Change to new shift plan

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

F

Maintaining production, productivity and effective working time

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

In connection with the shorter working hours, the central organisations have agreed to effect a number of measures with the aim of improving the productivity of the enterprises. Reference is made to the organisations' study of working hours dated 6 January 1986.

In the Basic Agreement, NHO and LO have formulated provisions that are intended to arrange the best possible conditions for cooperation between the enterprise, the shop stewards and the employees. The central organisations would stress how important it is that the parties follow these provisions in practice.

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

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

In the case of this reduction in working hours the central organisations again urge the parties to discuss utilisation of working time. The parties should consider whether working time is employed effectively in all respects and effect any measures necessary to achieve this. In their efforts the parties must pay attention to technical innovations that can lead to better production results and improve the working environment. Efficiency improving measures that are effected must be in harmony with the requirements to a good working environment. Satisfaction and security are two

important factors when considering the question of effective utilisation of working time.

G

Further to § 46 (§ 10-4) of the Working Environment Act

1. **§ 46,3:**
 - a) Work on continuous shifts round the clock means work that is conducted 24 hours a day, but stops for Sundays and public holidays.

In ordinary weeks, work may take place from 22.00 hours on Sundays to 18.00 on Saturdays, which means an operating time of 140 hours.

- b) Comparable rotas means a system of working hours that results in the same or nearly the same inconvenience for the employees as continuous shifts round the clock, as will normally be the case when working more than five hours a night, even if the number of hours worked by the individual employees during the night may be somewhat less than if operations continued round the clock.
 - c) In this provision the expression «Sundays and public holidays» means «Sundays and/or public holidays». This means that for work on 2 shifts and comparable work on rotas regularly worked on movable holidays, but not necessarily on Sundays, the ordinary working hours shall not be more than 35.5 hours a week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either

have worked at least four hours into the 24 hours that pursuant to the law shall be a day of rest, i.e. all four hours between 18.00 and 22.00 hours or after 22.00 hours, in the latter case without any requirement regarding a minimum length of time.

- d) Movable public holidays shall be counted as Sundays for the purpose of interpreting the expression «every third Sunday». This means that an employee who does not work Sundays as often as every third Sunday, may nevertheless have a 35.5-hour week if in addition he/she works on movable public holidays to such an extent that it will amount to at least every third Sunday and public holiday.
- e) The expression «work that is performed mainly at night» means that employees will come under this provision if $\frac{3}{4}$ of their working hours, but not less than 6 hours under the working hours system applicable, fall during the night (within the period from 21.00 to 06.00 hours).

2. **§46,4:**

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

The extent to which work on rotas can be said to be comparable with wholly continuous shifts, depends on whether the ordinary working hours for the individual employees according to the adopted working plan shall

be at different times during the 24 hours, so that working hours for the employee in question include as a general rule at least 539 hours of night work per year and at least 231 hours of Sunday work per year.

In this connection «night work» means work between the hours of 22.00 and 06.00 (the time for the night shift). The 24 Sunday hours are counted from 22.00 hours on Saturday to 22.00 hours on Sunday (time for the weekend shift).

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

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

H

Transitional arrangements

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

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

During the weeks for which the transitional arrangement applies, the number of hours by which the hours worked on average per week under the shift, rota

or other system of working hours, exceeds the new working hours, shall be counted as overtime. Until 1 July 1987, 50% overtime shall be paid for the hours whereby the working hours according to the average worked per week under the shift, rota or other system of working hours, exceeds the new working hours.

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

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

Appendix 5 B - Reduction of working hours

Reduction of working hours as from 1 January 1987 -Agreement for Building Industry -

On 4 September 1986 a negotiatory meeting was held regarding the matter of implementing the 37.5 hour week in the building industry from 1 January 1987.

Under reference to the minutes from this year's collective wage bargaining for the building industry, item V, and the "working paper" prepared in connection with the collective wage bargaining, the parties discussed the matter of a building industry agreement on implementation of a 37.5 hour week from 1 January 1987 and agreement was made as follows:

1. If no local agreement is made for the different trade groups, the reduced working hours shall apply from 1 January 1987 for the following trades:
 - Landscape gardening
 - Tinsmith work
 - Building cleaning
 - Decorators
 - Glaziers
 - Demolition
 - Insulation fitting
 - Painters
 - Bricklayers
 - Plumbers
 - Stone, earth and cement workers
 - Roofing firms and
 - Carpenters

in such manner that working hours are reduced by 30 minutes a day at the end of working hours.

However, when a system of reduced working hours on Fridays has been introduced, the working hours shall not be reduced on that day. In such event corresponding time off at other times may be arranged.

Comment for trades that have agreements containing shift work rules:

The parties have agreed that introduction of every Saturday off, shall not result in shift workers having working hours averaging less than 36.5 hours weekly.

If for shift work it is not possible to arrange an effective working week of 37.5 hours without working Saturdays, a 6-day working week will be permitted in such cases without the extra pay mentioned in the agreement's overtime provisions regarding payment for time an employee is ordered to work on off-duty Saturdays.

In such cases the shift work system shall be agreed upon between the enterprise and the workers.

2. For landscape gardening, a trade which is highly seasonal, the parties agree that a provision to be agreed later shall be inserted in the agreement, permitting longer ordinary working hours during the summer season.

3. In trades where for reasons of service or emergency preparedness special arrangements have been made for work on Saturdays, this will still be permitted according to special agreement at the particular enterprise.

The following applies for the plumbing trade:

When the individual employee is ordered to perform necessary work on a Saturday, the enterprise may give the employee a corresponding number of hours off later. These hours off may be accumulated and may preferably be taken in connection with Sundays, other days off or the next following holiday.

The employee must be informed of Saturday work by not later than the end of working hours on the preceding Wednesday and at the same time the enterprise shall inform him of when he can take time off instead.

When notice of work on Saturdays has been received at the right time, pay for work within the former ordinary working hours on Saturdays shall be at the ordinary hourly rate of pay, without the addition of any overtime percentage. Overtime shall be paid for work after 13.00 hours on Saturdays at rates in accordance with the rules of the agreement.

Work on Saturdays when notice has not been received as described above, shall be regarded as overtime and pay shall be in accordance with the rules regarding overtime in the agreement, a 50% supplement until 12

noon and 100% after that. In such cases the employee is not entitled to extra time off later.

4. When employees are sent to work away from home and it is necessary to stay overnight, a different agreement may be made between the employee and the enterprise regarding a different division of working hours than described above.
5. Reference was made to the assumption in the “working time paper”, that the separate enterprises shall cooperate, in accordance with the cooperation rules in the Basic Agreement, on measures to increase efficiency, reduce production costs and improve the competitiveness of the enterprise, so as to alleviate the financial strain resulting from shorter working hours. The parties should seek to achieve efficient and effective use of working hours. Efficiency-improving measures must be in harmony with requirements to a good working environment. Welfare and safety are important factors when dealing with questions of effective use of working time.
6. The parties also agree that the new rates that are to apply from 1 January 1987 shall be determined as soon as possible for each collective agreement sector.

Odd Moseby (signed.)

Odd Isaksen (signed.)

Appendix 6

The Central Organisations' Work On Equality Between Men And Women

From words to deeds – a 10-point activity programme

In work on equality in the period from 1995 to 2000, the central organisations attached chief weight to letters of intent, brochures and general informative activities, steps in the right direction towards achieving the principal aim of equal pay for work of equal value and for recruiting women to positions at all levels in the companies.

Equality also concerns culture and traditions, conditions that can be changed only through painstaking development work. This view resulted in the 10-point programme being redesigned as an activity programme focusing strongly on cultural change through active measures.

Equality is not something that can be viewed as an isolated subject. Work on equality must be conducted at all levels and in all fields. Problems related to equality and equal pay for work of equal value are extremely complex and efforts must be concentrated on the problem as a whole.

The unions and national organisations must cooperate and undertake particular responsibility for ensuring that words in agreements become a reality in the companies.

Equality agreements

The aim in 1995 was to establish the greatest possible number of equality agreements and many such agreements have so far been made – mostly without them being based on any development work inside the company. There are indications that these agreements have not given rise to the desired activity in the companies. Accordingly the central organisations wish to emphasize that establishment of local equality agreements should take place in a process of development inside the enterprise.

Roots in management

Work on equality should have its roots in top management and be promoted by management at all levels. Managers should also be measured by the results they achieve in the field of equality.

Integration

Work on equality must be integrated in the every day work and development of the company and be visible in the company's strategy and action plans.

The equality perspective must be borne in mind in restructuring, when engaging, promoting and training staff, in competence development schemes and in position and pay scales.

Organisation of work

The manner in which the work is organised and distributed also has consequences for developments in pay and competence and possibilities of promotion and relocation.

Experience has shown that reorganising/restructuring the work often results in eliminating the jobs for which least competence is needed. These are the jobs where women are still in the majority and part-time workers are particularly exposed. Therefore it is highly important that possibilities of developing competence and new schooling are offered to everyone in ample time before the changes are effected.

Part-time work

The number of women in part-time jobs varies greatly from one trade to another.

According to the Technical Reporting Committee (TBU), developments in pay for the groups for which records are available, have been somewhat poorer for part-time than for full-time employees during the past 15-year period. Few possibilities of promotion for part-time workers may be one reason for this. Working part-time or taking maternity leave has proved to have a negative effect on possibilities of promotion.

Many part-time workers would like to work longer hours. Most part-time workers are women and not

uncommonly they perform work done outside of ordinary working hours. These are conditions that may have significance for career opportunities and advancement in the company.

Diversity in the labour market

A company's competitive ability depends on access to qualified manpower. Therefore one of the challenges for business and industry must be to gain access to the resources women represent. One way of doing this would be to present the companies as interesting places of employment for women. Another means would be to influence women towards choosing a career adapted to the needs of the companies. Recruiting employees who have a more unconventional education/background can also have positive effects. Variety in the work force and the management team leads to better decision-making and better results.

Competence and recruitment

Part-time workers must also be taken into consideration in schemes to develop competence.

Recruiting both men and women for special vocational training should be encouraged, without having regard to the types of work that previously were regarded as men's or women's work. Men and women should be encouraged to make untraditional career choices in order to bring about a change in the division between genders in the labour market.

One means of providing motivation for an untraditional choice of career, would be to attach greater importance to such motivation in the educational system.

The responsibility of the central organisations – a 10-point action programme

The central organisations will undertake responsibility for action to bring about structural and cultural changes and during the wage agreement period will allocate sufficient resources for the following activities:

1. The organisations' work on equality

The central organisations' work on equality will be based on the overall prospects. The equality perspective will be integrated in the separate trades and this will be incorporated in the central organisations' strategy and planning documents in all fields.

Charting the present situation is a necessary first step, making it possible to make a later evaluation of the effect of such provisions and whether they give rise to action. It would also provide answers to whether the number of equality agreements has increased.

2. Development of pay

2.1 Quality assurance for local wage settlements

Work will be performed to chart the wage agreements relative to local wage bargaining and local wage settlements.

Similarly the effects local quality agreements have for local wage bargaining must also be charted.

2.2 *Equal pay for work of equal value*

Wage conditions in companies in four different industries will be charted with the object of discovering any discriminatory pay systems in the individual enterprises.

These studies will be financed by the central organisations jointly.

3. **Industrial development**

The central organisations agree that successful industrial development depends on access to competence and manpower. Work on equality and equal pay for work of equal value must therefore be viewed in conjunction with the central organisations' work on industrial development.

The central organisations will work to increase competence in this field, stimulate to action and make positive results visible.

4. **Development of enterprises**

On the initiative of the central organisations, a project will be carried out for cultural change "Equality in the enterprises" – LIB - 2, starting in 2000. A subsequent assessment will be made.

The matters on which the project will be focused include:

- formulation of local equality agreements with action plans
- career opportunities
- competence
- equal pay for work of equal value

5. Recruiting

LO, NHO, unions and national associations must stimulate cooperation between schools and businesses. The central organisations undertake to work to promote an increase in the number of women on the boards of directors, in management and in employment as skilled workers.

6. Women's career opportunities

Based on experience from projects in progress, the central organisations will recommend suitable means of ensuring that men and women are offered equal career opportunities in positions as skilled workers and in administrative positions.

7. Part-time work

Through participation in the Technical Reporting Committee, the central organisations will contribute

towards ensuring that all relevant aspects of part-time work are charted and assessed.

8. The competence reform

Persons having particular competence in work to promote equality shall participate in work on a scheme to document real competence. Both men and women shall be represented.

9. Working life – family policy

The central organisations will initiate a course of development in which men take greater part in systems of leave for home care purposes. This will necessitate fathers having an independent right to earn such leave.

The cash assistance system was introduced without the government considering the consequences in regard to equality. The central organisations will urge the government to make an impact assessment in this respect.

10. Information

To make experience gained from work on equality more widely available, the central organisations, through LIB 2, will provide information on internet.

Appendix 7

Holidays etc.

Introduction

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

A.

Flexibility

The following provisions shall be inserted in all agreements:

“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.”

“Working hours may be calculated as the average hours according to the rules in § 47 of the Working Environment Act. The parties to the collective wage agreement may contribute towards establishment of such agreements.”

“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

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.

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 percentage for the holiday-earning year as follows:

2000 is taken as 11.1%

2001 is taken as 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.

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.

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.

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 organisations urge the parties to place the collective agreement holiday so that the demand to productivity is met to the greatest possible extent, for example in connection with Ascension Day or the Easter, Christmas and New Year holidays.

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.

For shift workers, the collective agreement holiday shall be adjusted locally so that, after full implementation, it constitutes 4 worked shifts.

Notes:

In collective agreements where holiday according to Holidays Act § 15 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.

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.

Appendix 8

Occupational Pensions

BNL and the United Federation would stress the importance of the enterprises discussing occupational pension schemes for the separate enterprises, with a view to establishing such a scheme for the enterprise.

Therefore BNL and the United Federation urges the individual enterprises to establish occupational pension schemes. The parties at the enterprise shall assess and if so decided develop a scheme for the enterprise, so that the occupational pension schemes are adapted to the needs and possibilities of both the enterprise and the employees, while at the same time the local parties can discuss pay, pensions and other working conditions in the overall context.

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

At enterprises that have not established an occupational pension scheme, the local parties shall, before the end of the year 2002, review the various National Insurance benefits given for the individual groups of workers on reaching retirement age, being disabled etc.

Against this background the parties shall discuss the need for establishing various occupational pension schemes. The parties should also discuss the various

insurances that often are linked with occupational pension schemes. Minutes shall be kept of these discussions.

At those enterprises where occupational pension schemes already have been established, BNL and the United Federation would stress how important it is that the local parties review, once in each collective agreement period, the schemes established for the enterprises and what these give the individual groups of employees in addition to the various National Insurance retirement pension, disability benefits etc.

Against this background the parties should discuss the need for changes in the schemes the enterprise has. Minutes shall be kept of these discussions.

BNL and the United Federation would request that their respective central organisations, NHO and LO, jointly:

- draw up necessary information material for use in the separate enterprises
- arrange to facilitate and assist the parties in the separate enterprises by giving advice and guidance in connection with such discussions
- open negotiations with those that offer various retirement pension schemes with a view to formulating standard contracts for use in those enterprises that wish to establish schemes

- take up for discussion the possibilities of and if desirable entering into agreements on a common retirement pension scheme for the enterprises that for various reasons may desire such an arrangement.

Appendix 9

Remuneration for public holidays and 1st and 17th May

The A scheme (Last Amended 1978)

To replace earnings, workers on weekly, daily, hourly or piecework pay who are not on ordinary work on the days listed below, shall receive remuneration as follows:

I

Remuneration

1. Remuneration shall be paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day when these days fall on a weekday that, according to the regular working system in the enterprise, would otherwise have been working days.
2. Under reference to § 3 of the Act of 26 April 1947 relating to 1st and 17th May, the organisations have agreed that the rates for 1st and 17th May shall be coordinated with the rates for movable feasts.

Except when the parties agree that the remuneration shall correspond to the average hourly pay for all workers at the enterprise, the remuneration for movable

feasts and payment for 1st and 17th May shall, for adult workers in the individual enterprises, be determined by a group-wise method of calculation. These provisions are not intended to prevent the parties at the enterprise from adopting a different system of payment.

3. For movable public holidays at Christmas and the New Year, the preceding 3rd quarter shall be applied as the calculation period; the preceding 4th quarter shall be used for other movable feasts and for 1st and 17th May.

If in the collective agreement sector general supplements are paid in the time after the calculation period, these shall be added when paying out remuneration.

These provisions are not intended to prevent the parties at the enterprise from agreeing on a different calculation period.

4. The remuneration shall be paid for the number of hours that would have been ordinary working hours on the day in question.

The remuneration shall be reduced proportionately if, under the current system at the enterprise, working hours are reduced on the weekday concerned. Daily allowances or the like, paid to the employee for the day in question by the employer or a national insurance institution financed wholly or partly by obligatory contributions from the employer, shall be deducted from the remuneration.

5. For young workers and apprentices, male and female, payment shall be determined according to the average hourly pay at the enterprise for these workers under one, unless the parties have agreed on a different system of calculation.
6. For workers at enterprises that have a fixed-wage system, the remuneration paid shall be calculated according to the individual's hourly earnings in the week in which the public holiday falls.
7. For weekly paid workers, agreement may be made to the effect that, instead of remuneration according to the above rules, they shall retain their ordinary pay in full, also for weeks in which there are public holidays or 1st and 17th of May.

Notes:

- a. In addition to the pay the particular worker is to receive pursuant to this agreement, shift shall be paid NOK 30.- per shift for each full shift worked on public holidays that fall on an ordinary weekday.

It is reckoned that there are up to three shifts on a public holiday. As a rule the time is counted from 22.00 hours on the day preceding the public holiday to 22.00 hours on the holiday day, or the last holiday day. The above provision applies whenever the following days fall on an ordinary weekday:

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

Holiday pay is calculated on the above NOK 30.-, but not on shift work or overtime percentages.

- b. Shiftworkers who lose a shift before public holidays due to the overtime rules in the Working Environment Act, shall have the same remuneration for these shifts as for a public holiday day. If part of a shift is lost on such days, the remuneration shall be in proportion to the time lost.

II

Rules for earning remuneration

A worker is entitled to remuneration when he or she has worked at the enterprise for at least 30 consecutive days preceding the public holiday or was engaged later and the work will last for at least 30 days. For the purpose of earning remuneration, the 3 holiday days at Easter are regarded as one unit and the 2 holiday days at Christmas plus New Year's Day are regarded as one unit.

The rules in § 3 of the Act of 26 April 1947 relating to 1st and 17th of May shall apply for these days.

III

Forfeiting Remuneration

1. A worker who is absent both on the day before and the day after the public holiday, forfeits the right to remuneration.

The employee will lose the right to remuneration if he or she has not obtained permission from the employer to take days off before and after the public holiday.

2. Right to remuneration will also be forfeited if the employee is absent from work either on the working day preceding or the working day after the public holiday, unless absence is due to leave taken with the employer's consent, holiday, illness when a medical certificate is produced, performance of a civic duty, or other reason for which he/she cannot be blamed.
3. The right to remuneration for public holidays and the 1st and 17th of May when such days fall during a period when the worker is on holiday or is laid off due to a shut down, will not be forfeited, but the above rules shall be followed in regard to absence on the last working day before and the first working day after such holiday/lay off period.
4. If a worker who has been employed by the enterprise for five consecutive years or more, is dismissed for a reason not attributable to him/her, and the period of notice expires on the last working day in April or December month, the employer shall pay the employee remuneration for 1 May or 1 January, respectively.

IV ***Payment***

The remuneration shall be paid out not later than on the 2nd pay day after the public holiday. For public holidays

that are regarded as one unit, payment shall be made not later than the 2nd pay day after Easter Monday and New Year's Day, respectively. If employment ceases before that date, remuneration shall be paid out with the final settlement.

V

This remuneration is counted as part of earned income and shall be included when calculating holiday pay. It shall not be included when calculating overtime pay.

Appendix 10

Agreement on short welfare leave

In response to the State Mediator's proposal of 1972 regarding equality between workers and staff in regard to short welfare leave, an agreement on such leave shall be made at all enterprises.

The systems shall at least comprise the following cases of welfare leave:

- 1) Leave at time of a death or to attend a funeral in the closest family.

“Closest family” means persons to whom the employee is closely related, such as a spouse/cohabitant, child, sibling, parent, parent in law, grandparent or grandchild. Leave to attend the funeral of an employee, so that the employees in that person's section can be represented at the funeral.

- 2) Leave for examination, treatment and check-up by a dental specialist and doctor, treatment by a physiotherapist or chiropractor when National Insurance allows benefits for such treatment. This concerns cases where it is not possible to obtain an appointment outside of working hours. In some cases the employee may also have a long journey. Such cases will not come under these rules, which apply only to

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

- 3) Leave for the remainder of the working day in cases where the employee has to leave work due to being indisposed.
- 4) Leave to accompany a child on the first day at a kindergarten or the first time the child starts school.
- 5) Women who are breast feeding a child are entitled to the time off necessary for this, at least 30 minutes twice a day, or may have working hours shortened by up to one hour per day. Payment for this is limited to maximum one hour a day and ceases when the child turns 1 year of age.
- 6) Leave for the rest of the working day in cases where the employee has to leave work owing to a case of acute illness in the home.

This refers to acute illness in the home when other help, such as a home help, cannot be procured and the employee's presence in the home is absolutely necessary. The rule concerning short leave for the employee to make other arrangements also applies here.

- 7) Leave for a spouse/cohabitant when necessary in connection with a birth in the home or admission to hospital.
- 8) Leave for moving to a new permanent abode.

- 9) Leave for serving as a blood donor if it is difficult to do this outside of working hours.
- 10) Leave for the employee to attend his/her own child's confirmation.

“Cohabitant” means a person with whom the employee has been living for at least two years and who has been registered in the Population Register as living at the same address as the employee for at least that period of time.

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

Short welfare leave according to the above rules, means leave for the necessary time, up to one day.

Requests for welfare leave

Requests for welfare leave must be submitted to the employee's immediate superior as soon as possible, on the appropriate form. If a request cannot be submitted in advance, the immediate superior must be notified immediately and the form shall be submitted as soon as that can be done. It is a condition that a reply be given to the employee as soon as possible.

Pay for welfare leave

Adult employees

The rate is to be adjusted by the percentage change in hourly earnings, excluding overtime, according to SSB's (Statistics Norway's) statistics for the building industry in NHO's member companies from 1 October of the preceding year to 1 October of the following year. The pay is NOK 202.83.

Young employees

The pay is the average hourly pay for the employee in question, i.e. the basic sick pay. The pay is limited to the sum for adult workers, i.e. the pay in a).

Earlier agreements

It is presupposed that earlier company agreements regarding short welfare leave which are as good or better than the above, shall continue to apply.

Recorded in Minutes:

Enterprises wishing to conclude their own agreement regarding short welfare leave, may do so.

Appendix 11

Framework Agreement on Basic Training in safety and environmental work in the Building Industry

In the building industry, the training is regulated by the rules in Part C of the Basic Agreement, supplementary agreement III Agreement on training in safety and environmental work for safety delegates and members of the Working Environment Committee (AMU).

*Note for Building Industry on Supplementary
Agreement III*

Trade Boards

Training in the enterprise is linked with the operating sectors of the different trades and shall be carried out for each trade. To protect common interests in professional levels and the necessary bearing on the trades, the parties shall appoint a specialist board for basic training in HSE in the building industry. This board shall have two members.

Training for safety delegates and members of working environment committees:

This training for safety delegates and members of the working environment committee is governed by the Act relating to worker protection and the working environment, §29, 2, 2nd paragraph concerning the right for safety delegates and members of the working environment committee to receive the necessary

training at courses arranged by the employees' unions. Within the time limits set in Supplementary Agreement III, 7, an employer's wish that the course be held at a place near the enterprise, must be taken into consideration.

It is recommended that representatives from the management of the enterprise take part in the training with the safety delegates and members of the working environment committee, in order to promote a common understanding of the problems.

Supplementary Agreement III, 1

For the building industry, this applies to all trades that are covered by the Collective Agreement for the Building Industry.

Supplementary Agreement III, 3

For building trades, 40 hours is deemed to be a suitable period for the training. Any departures from this must be discussed with the trade board and approved by the parties.

Courses arranged by educational associations or the parties' organisations must also be open to participants from enterprises that are not members of BNL, but that have wage agreements with the United Federation.

Supplementary Agreement III, 4

Training material

The parties have compiled common, trade-oriented basic training material for the trades – SAMBA – that covers training needs for the collective wage agreement sector. When this material has been approved by the trade board, it is to be used by everyone who arranges

courses, as the basis for trade-oriented courses. The material will be revised as necessary – the first time in 2002.

Training staff/ study managers

To strengthen trade orientation for the courses, the parties recommend that training is headed by a study manager. The study manager shall undergo the study manager training that is based on use of the trade's basic training material SAMBA. This trade-oriented study manager training can be implemented in conjunction with general training based on the general training offered by LO and NHO jointly, but cannot be substituted for that.

Other course organisers

On application to the trade board, course organisers other than those mentioned in Supplementary Agreement III may hold trade-oriented courses. For approval they will be required to document that the course manager has undergone trade-oriented study manager training. The curriculum and a list of the material to be used must also be produced.

Appendix 12

Framework Agreement on training in handling asbestos in the building industry.

between

The Federation of Norwegian Building Industries and The United Federation of Trade Unions

By virtue of the Act of 14 December 1984 relating to worker protection and the working environment, the Directorate of Labour Inspection has issued regulations concerning asbestos. New regulations are effective from 16 August 1991.

1. Objectives

To handle asbestos in accordance with the regulations, the parties recognize the need for training employees who are required to carry out work to which the regulations apply.

The parties consider it important that the training is organised and implemented in cooperation between the enterprise, the safety delegate and the employees.

2. Who training will encompass

The training will encompass employees in the following building trades:

Carpentry, tinsmith, plumber and painter trades, stone, earth and cement trades, insulation fitting, glazier and glass-grinding trades, landscape gardening, decorator and demolition trades, building cleaning, mason and brick-layer trades, scaffolder, anti-corrosion and roofing trades.

Note

The course is also open to the different management levels at the enterprises.

3. *Branch agreements*

In accordance with this framework agreement, agreements for the branches of industry may be concluded between the respective national federations and the United Federation regarding the practical aspects of the training. Branch agreements may encompass two or more national and/or trade federations.

4. *Length of training*

It is presupposed that the length of the period of training will be agreed between the parties to this agreement. The aim is that the course shall last 3 – 4 days.

5. *Implementation*

The United Federation will be responsible for technical arrangement of the training/courses, cooperating with BNL. Training will take place under the management of the organisations jointly, with the assistance of necessary expertise.

6. *Training material*

Training will be based on the study material agreed upon between the parties.

7. *Costs*

Costs connected with training will be borne by the employer.

8. *Steering committee*

A steering committee will be established with two representatives from the United Federation and two from BNL. The office of chairman shall alternate between the parties. The duties of the steering committee include monitoring all aspects of the training activities – including technical implementation.

9. *Enterprises that are not members of NHO/BNL*

The training/courses shall also be open to participants from other enterprises that are not members of NHO/BNL, but have wage agreements with the United Federation.

10. *Exterior demolition / clearance*

The parties agree that a minimum of 2 days' training is necessary for removing exterior asbestos cement cladding (eternitt, for example).

Appendix 13 A

Pay Systems

1. General rules

The organisations would emphasise the importance of finding suitable pay systems and will provide advice and guidance to that end. A pay system must be chosen on the basis of a number of factors, such as technology, the nature of the work, the required productivity, updating rules, and other matters of importance for the result.

Different types of pay systems, such as time-related pay, fixed pay, bonus systems and piecework, may be agreed upon between the local parties.

The pay system is agreed upon at the separate enterprises and will be designed to reflect the requirements to liability, powers and job qualifications in the different positions. Consideration must also be given to physical and mental aspects and the rules of the collective agreement concerning cooperation and employee consultation.

The pay system should also be an incentive towards initiative, effort and learning and promote productivity.

The parties will work towards ensuring that local wage setting is linked with demonstrable improvements in efforts and/or results, based on the pay system developed in cooperation with the enterprise.

2. Time-related/fixed pay

1. By time-related/fixed pay we mean a pay system where earnings are calculated according to the time worked (per year, month, week or hour).
2. Different time-related / fixed pay systems may be used for parts of the enterprise or for the enterprise as a whole. Time-related/fixed pay systems must be agreed upon in writing.

3. Bonus systems

1. Bonus systems consist of a fixed pay portion and a smaller variable portion, common to the whole enterprise, the department or a group.
2. Various forms of bonus systems may be used. Bonus systems must be agreed upon in writing.

4. Piecework

General rules

Piecework is work for which all or part of the earnings varies according to performance, the quantity produced etc.

Various piecework systems may be used. A written agreement must be made in advance determining the system of pay, such as time and motion study rates, or freely determined rates.

Where time and motion rates are concerned, the parties must agree on use of time and motion studies. The basis for this is the “Guidelines for use of time and motion studies”, Basic Agreement, Supplementary Agreement III. Systematic work assessment may also be used pursuant to the Basic Agreement, Supplementary Agreement IV.

Discontinued piecework

If piecework is discontinued for a reason not attributable to the employee, payment shall be in accordance with the agreement at the particular enterprise, based on the average in the piecework.

Appendix 13B

Agreement on Pay Systems

1. The parties agree that the nationwide piecework schedules shall be the main pay system. Based on pure piecework this pay system stimulates initiative and effort and has a production-promoting effect. The parties stress the importance of maintaining the piecework schedules in the different building trades in pace with the technological development taking place.

The parties understand that agreements on variable pay systems have already been made at many enterprises. Work should be done so that no such agreements in competition with the main pay system are made in future.

Accordingly the parties therefore agree to work to promote wider use of the nationwide piecework schedules by actively making them usable, future-oriented, attractive and appropriate for employees and employers alike.

2. The parties further agree to work, both centrally and locally, towards:
 - the parties at the enterprise being given joint instruction in pay rules so that they acquire common understanding of the rules and so

ensure that the pay rules can be applied in the best interests of employees and the enterprise

- supplementary pay systems being such that they do not have a repressive effect on the price-setting of new products/production methods at technical revisions of the nationwide piecework schedules.

- shop stewards being enabled to perform their duties efficiently and conditions being arranged so that shop stewards exercise real influence on the ordinary work of the enterprise.

3. Where the minimum pay principle is applied, the parties will conduct negotiations to secure local supplements.

Appendix 14

Comments on rules relating to remuneration for travelling time and expenses pursuant to Collective Agreement § 7-2

1. Scope

The provisions do not apply to plumbers. The provisions in § 7-2 do not apply to employees who are quartered on the building site according to Appendix 18. Employees who live nearer the site than 7.5 km, are not entitled to remuneration for travelling time and expenses.

2. Remuneration

Employees who have to travel a distance of more than 7.5 km from home to the site, are entitled to remuneration at 4 rates calculated according to distance from home:

- distance from 7.5 to 15 km
- distance from 15 to 30 km
- distance from 30 to 45 km
- distance from 45 to 60 km

The term “distance”, cf. § 7.2, 1 and 2, means the distance the employee has to travel from home to the building site.

The enterprise may not order the employee to drive his own car. § 7-2, 1, contains fixed rates for when the employee provides his own transport. These rates are also applicable if the employee prefers to walk to work.

3. Further to the separate provisions in § 7-2

§ 7-2, 1: When the employee provides transport

Daily commuting in excess of 60 km is not advisable, see §7-2. 1, e), and § 7-2, 2. e).

This limit is imposed because travelling long distances is undesirable. Therefore accommodation should be arranged in such cases. However that is not always practical. In such case the parties should agree on the remuneration.

Therefore the shop steward and the enterprise are allowed to agree on other arrangements.

Road toll and ferry tickets shall be refunded if the distance is more than 7.5 km.

Rates for young workers and apprentices – see Appendix 13B, 3.

§ 7-2, 2: When the employer makes suitable transport available free of charge

The provision is silent in regard to cases where the enterprise partly provides transport. In practice the enterprise often provides transport from an agreed meeting point to the building site. The employee must

arrange his or her own transport to the meeting place. These arrangements presuppose a special agreement between the enterprise and the shop steward. The part of the transport provided by the employee should be taken into account in the agreed remuneration, which should be between the rates in § 7-2, 1, and § 7-2, 2.

It is presupposed that such combined solutions will not result in longer travelling time or distance for the individual workers, unless otherwise agreed.

§ 7-2,3: Work at the enterprise's works, storage site etc.

No remuneration is payable when the employee is working at the works, storage site or other workplace on the enterprise's premises.

This applies to employees who permanently work at the said places, for example the contractors' permanent employees at the works, storage site etc., who seldom if ever work anywhere else. The provision applies also to employees who ambulate between the works, storage site etc. on the premises and at other workplaces. It particularly is intended for artisans, for whom such ambulatory work is common, but applies also to other trades.

Remuneration according to the rules in § 7-2, 1, or § 7-2, 2, shall be paid when working on a building site or other workplace away from the works, storage site etc. Remuneration according to § 7-2, 3, is not payable

when working at the works, storage site etc. from the beginning to the end of working hours.

The above comments regarding meeting up at the enterprise's works etc., is not intended to make any change in current practices in this respect. The earlier town limits under the collective agreement no longer apply and it must be emphasised that remuneration is not payable when working at the works etc.

The second paragraph in § 7-2, 3, applies only to workers who ambulate between the works, storage site, etc. and the building site. The above remarks concerning these workers also apply in this connection. A working day spent wholly at the works etc., is covered by the first paragraph. If the working day is divided between the works and a workplace elsewhere, that is to say, if the working day starts at one place and ends at another, this will come under the second paragraph. Half of the remuneration will be payable in such cases. The second section covers arrival at the works, storage site etc. when the worker has to fetch tools, materials etc. before going on to his workplace. The journey between the works, storage site etc. and the workplace then takes place during working hours and the question of payment is not regulated by § 7-2 of the agreement, which applies only to travel outside of working hours.

§ 7-2, 4: Work on the principal's premises

These provisions apply to long, continuous jobs involving maintenance work, redecorating, repairs and other comparable jobs where the work is done on the

principal's premises (works, factory etc.). The provisions in § 7-2, 4, do not apply to work connected with new buildings, neither erection of single houses nor long-term building projects, such as development of new housing estates. Nor do these provisions apply to repair, maintenance or decorating work etc., except for continuous work on the principal's premises when the employees are told in writing that the work will last for 2 years or more.

The provision also applies to jobs that it is natural to compare with maintenance work etc., such as a master painter who is engaged by a shipyard to renovate older ships and for painting work on new ships.

In the case of established assignments, the systems already agreed upon shall apply for the individual employee.

§ 7-2, 6: Future adjustments

This provision contains rules concerning future adjustments of the rates when collective wage agreements are revised, etc.

Earlier practice in regard to adjustments shall be retained. See Appendix 20, 4.

Appendix 15

Tool Lists

Tool lists for concrete workers

Calculation of the tool supplement for these workers shall be based on the following tool list:

- Tool chest
- Try square
- Hammer with steel handle
- Spirit level
- Angle gauge
- Axe, 1.4 kg 248
- Crow bar Øyo 60 cm
- Plumb line weight 300 g
- Line
- Lines 2 a year
- Flding rule, 5 a year
- Carpenter's pencils, 10 a year
- Chisels, 2 a year
- General saws with hardened teeth, 5 a year
- Mora knife and sheath
- Chalk line (Hylse Stanley)
- Lines 2 a year
- Long spirit level 1.9 m
- Measurig tape 15 m.

Tool list for Carpenters

Calculation of the tool supplement for carpenters shall be based on the following tool list:

- Rat tail 3150-12 xpt
- Hacksaw
- Hacksaw blades, 2 off
- Plane, short (Stanley)
- Chisel , 1, 12mm
- Hammer with steel handle
- Carpenter's adze
- Try square, large, TMV 1000
- Square
- Spirit level 0.6 m
- Folding rules (4 off) 2 m, wood
- Punch
- Crow bar Øyo 223 60 cm
- Knife with sheath
- Pencils, 8 off
- Adjustable drill
- Stanley sheet knife, with blades
- Awl (Geilo)
- Interlocking joint pliers (such as 250 mm Belzer)
- Angle bevel
- Chalk line with chalk SL 30
- 5 m tape measure
- Tin shears
- Hand saw, hardened teeth, 3 a year
- Pointed hammer for 10.6 nails
- Carpenter's apron with hammer holder

Both lists were revised in April 2010.

Appendix 16

Offshore Agreement for Building Industry

1. Definitions

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

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

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

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

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

Leisure time is the time between offshore periods

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

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

Note:

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

2. Scope

- 2.1 This Agreement applies in the case of assignments on fixed and mobile structures connected with petroleum operations on the part of the continental shelf that is subject to Norwegian jurisdiction, where it is not possible to use overnight accommodation or spend daily leisure time ashore.
- 2.2 When questions arise regarding pay in connection with unforeseen situations, a solution shall be sought by the parties jointly in each particular case. If the question is of a general nature, the organisations shall be informed with a view to having the matter regulated in an agreement if possible.
- 2.3 The parties have agreed to keep each other mutually informed of new statutes and regulations that concern working conditions in petroleum operations on the part of the continental shelf that is subject to Norwegian jurisdiction.
- 2.4 In principle this Agreement applies to assignments of all kinds, but the parties may make special agreements

for work lasting for a shorter time than the normal offshore period of 14 days with appurtenant time off in lieu.

Recorded in Minutes:

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

3. Working hours, overtime etc.

3.1 Working periods

The system of working hours is based on the collective wage agreement in force from time to time and regulations for offshore work, cf. Regulations relating to worker protection and working environment etc. in connection with exploration for and exploitation of submarine petroleum deposits.

Ordinary working time shall not exceed 12 hours in a 24-hour day. Weekly working hours shall not exceed an average of 33.6 hours over a period of not more than 12 months, cf. § 9 of the Regulations.

3.2 *Offshore period*

The length of the offshore period shall be agreed between the employees and their shop stewards and employer. A normal rota system is to be based on 14-21-14-28.

A 14-28 rotation may be agreed upon when the local parties consider this to be appropriate/practicable.

Employees working on a 14-28 rotation shall not be required to work hours that are lacking, but shall be paid according to the lower number of hours / hours per year that results from the 14-28 rotation. As far as is practicable the enterprise shall arrange matters so that employees wishing to make up the missing time, according to their position, are allowed an opportunity of doing so. The local parties may agree on other elements for making up the missing time.

3.3 *Overtime*

Work in excess of 12 hours in a 24-hour day is to be regarded as overtime. Total time worked inclusive of overtime shall not exceed 16 hours a day. Total overtime offshore shall not exceed 200 hours in a calendar year, see the Regulations.

Use of overtime shall be confined to a minimum and whenever possible shall be divided among the employees. Whenever possible overtime shall be worked in direct connection with the working period.

3.4 *Rest breaks*

Rest breaks shall not be less than 30 minutes when the working period is 8 hours a day or 60 minutes in a 12-hour working period.

The time is counted from arrival at the canteen until the time of leaving it. Time for walking, changing clothes and washing is additional. The rest break shall be included in the working time.

Note:

When so required by the principal in the contract, the local parties may agree on division of the rest break in accordance with the Regulations.

3.5 *Work in excess of the offshore period*

If as the result of unforeseen events a change of crew cannot be effected at the appointed time, the employees must be prepared to continue work. If in a particular case the parties are unable to agree on whether overtime (100%) is to be paid for time worked in excess of the normal offshore period, or time off shall be given in lieu (100%), time shall be taken off in lieu.

(In cases where, by agreement, overtime supplement is to be paid to compensate for earned time off in lieu, the

overtime supplement shall be calculated on the overtime calculation basis, cf. § 6.2 of the Engineering Industry Agreement in force at the time the back payment is made. § 6-2 of the Engineering Industry Agreement reads: “The overtime basis consists of the hourly earnings excluding overtime and shift supplements for the skilled, special and unskilled worker groups in the particular enterprise in the last known quarter. The parties may agree that the particular employee’s hourly earnings excluding overtime and shift supplements, shall form the basis.”

3.6 Rest periods

There shall be a period of at least 8 consecutive hours between two working periods, with access to qualified rest.

3.7 Working plan

Regarding the working plan, see § 20 of the Regulations relating to worker protection and the working environment and § 48 of the Working Environment Act.

3.8 Alteration of working period

Notice of alteration of the working period shall be given to the individual employees as early as possible.

It is to be assumed that working periods will be in daytime, unless the person concerned is notified of night work periods before leaving home.

When the working period is changed from day to night work (or vice versa), a 100% supplement (hourly earnings) shall be paid for up to 36 hours, minimum 24 hours. These hours shall not be recorded as overtime.

This remuneration is not payable if the employee was notified of the change before leaving home, or when reverting to the working period originally planned.

Working time lost owing to transfers shall be compensated for by offshore pay.

3.9 Moved working hours

Overtime (100%) shall be paid if the working period is moved to another time than the established system for the individual employee.

3.10.1 Settlement for time worked by personnel who work offshore and alternately work offshore, on onshore facilities and at the permanent establishment where average working time is calculated.

The total time worked by the individual employee shall be calculated and all working time offshore, on onshore facilities and at permanent establishments shall be included in the total time worked. Settlement of accounts shall take place at least once every 12 months. Annual settlement times shall be agreed upon locally.

In the period for settlement, settlement shall be based on the individual having started with a period of stay offshore or a working period onshore, and ending with a completed period of time off in lieu.

Time off in lieu must be taken for all time worked in excess of the contractual time. If the period of time off for overtime worked has not commenced when settlement is being made, overtime pay shall be paid out for this time in accordance with the rules for overtime pay. The local parties may agree that the individual employee may at his/her option transfer up to 200 hours for time off at a later date.

3.10.2 Model for settlement for time worked

All hours worked, except for overtime/extra time that already has been settled and paid in accordance with the Agreement, shall be translated into 37.5 hour weeks, cf. § 6-4, 4.

Holiday periods and absences shall be taken into account in the settlement. absences shall not be incorporated.

Absences shall not be incorporated when calculating the correct excess time.

4. Travelling rules – Reporting

4.1 Travel – waiting time – travelling expenses

No remuneration will be paid for travelling and waiting time from home to the living quarters. The same applies for the return journey and for joining and leaving the project. The parties at the enterprise shall discuss suitable travel arrangements, but BNL and the United Federation make it a condition that established travel arrangements shall not be altered to the detriment of the employees.

If the system at the enterprise causes loss of working time for the employee, this shall be compensated for by hourly earnings + offshore supplement.

Travelling expenses shall be paid according to expense account. Other arrangements for travelling expenses may be agreed upon at the individual enterprise.

This provision takes effect instead of local agreements where these exist, with effect from the local 1992 bargaining date for the enterprise.

4.2 Living expenses when travelling

Living expenses when travelling shall be reimbursed according to expense account. Agreement on a fixed sum may be made, cf. Engineering Industry Agreement, subsection 7.3.1.3 when necessary to stay overnight..

(§ 7.3.1.3 of the Engineering Industry Agreement reads: Living expenses when travelling shall be

reimbursed according to expense account, if no fixed sum has been agreed upon.)

4.3 *Waiting time at onshore departure base (helicopter or similar)*

If as the result of unforeseen events after arrival at the helicopter or similar base, offshore work cannot be commenced at the agreed time, the employee shall be paid for the time lost at the hourly earnings (maximum 12 hours per 24-hour day) + 11.61% + hourly compensation equivalent to the offshore supplement. In such cases the employee may be assigned to work ashore.

4.4 *Discontinued or cancelled offshore period*

If as the result of unforeseen events the offshore period is broken off or cancelled by the employer, the employees and if possible their shop stewards shall be informed as early as possible. After the necessary time off in lieu has been agreed upon the employees may be assigned to other work. Guidelines for time off in lieu shall be agreed upon between the management of the enterprise and the employees' shop stewards.

4.5 *Offshore waiting time*

If as the result of unforeseen events departure from the platform cannot take place as planned, the employee shall be paid for offshore waiting time after the end of

the offshore period at the individual hourly pay (80% of hourly earnings, exclusive of all supplements).

Waiting time shall be paid for up to 12 hours per 24 hours (the working period).

If the employee is given work, the number of hours for waiting time shall be reduced accordingly.

4.6 *Rest before commencing work*

Travelling to commence an offshore period must be planned so that the employee is allowed an opportunity for necessary rest before commencing work. Until regulations are issued, this must be assessed by the parties locally in each particular case. Normally working time + travel time shall not exceed 16 consecutive hours.

4.7 *Shuttling*

Shuttling outside of working hours and appurtenant waiting time shall not be counted as working time and the time spent shall not be recorded as overtime. Time spent shall be compensated for by hourly earnings + offshore supplement, minimum half an hour.

If employees who live in living quarters separate from the place of work are delayed because shuttling has stopped or for a similar reason, they shall be compensated for this as for offshore work for maximum 12 hours per 24-hour day. The employees shall perform work assigned to them during the waiting period.

4.8 *Reporting for work*

The place of reporting for work is on the structure on which the work is to be performed. The time of reporting may differ for the individual employees and shall be agreed upon beforehand.

5. Holidays and holiday pay

The length of holidays and the holiday pay are to be in accordance with the Act on holidays.

Whenever not otherwise agreed locally, the following shall apply:

- the employee shall be free from all work in the first three weeks of the first leisure period after 1 June each year and the 12 first days (2 weeks) of the first leisure period after 30 September.

When an employee resumes offshore work after taking the holiday earned, this must be taken into account by the enterprise, cooperating with the employee - or possibly the shop steward – in connection with the employee's rota.

See Appendix 7, note 2 regarding collective wage agreement holidays.

6. Offshore course/Vocational training

For courses, training, renewal of certificates etc. ordered by the enterprise during a period of time off in lieu, the employee shall be paid hourly earnings. This applies for the following training:

- safety, repetition, local pilot and other courses required for health, safety and environment reasons for stay and work offshore.
- courses and competence upgrading necessary and required for performance of the particular employee's work offshore.

The parties would stress that when upgrading the employee's competence is needed by the enterprise in regard to everyday operations, the employee shall receive the same pay as for ordered courses.

7. Emergency quarters

Agreement shall be made between the local parties regarding procedure / pay in cases where unforeseen events result in personnel being unable to return to their living quarters after the end of the daily working period.

8. Safety rules

8.1 Safety meetings etc.

Safety work shall be conducted pursuant to the rules and regulations in force. The employees must learn the statutes, regulations and working rules before commencing work offshore. Violation of these could result in the employee being sent home.

Safety meetings/drills, lifeboat and fire drills outside of working time are not to be counted as working time and the time spent on these shall not be recorded as overtime.

Agreement shall be made between the local parties regarding payment for safety drills etc. that take place outside of working hours.

Access techniques

Personnel who are to perform inspections/work that involve use of access techniques must produce documentation showing that they have passed the course for this type of work.

8.2 Working clothes, protective clothing and equipment, survival suits

The necessary protective clothing/equipment and working clothes shall be provided by the employer, cf. the regulations. Protective clothing/equipment and working clothes belong to the enterprise and shall be clean and in good condition when issued. All outer garments worn during work offshore shall be orange in colour and shall be flame-proof.

The licensee or the enterprise shall provide survival suits for the employees during transport from the outbound departure base to the structure, during stay on the structure, during shuttling and during transport from the structure back to the departure base.

9. Welfare leave

Leave with pay, but without the offshore supplement (for 12 hours per day) shall be granted in the event of a death and funeral in the nearest family, acute, serious illness in the home, and in the case of admission to hospital. In addition leave without pay shall be granted on the conditions set forth in Chapter VIII of the Working Environment Act. This shall be based on the Agreement provisions. At the end of the period of leave the enterprise may assign work ashore for the remaining number of hours in the working period.

When events that satisfy the conditions for welfare leave can be foreseen, the enterprise shall be notified as soon as possible before departure offshore, so that the employee can instead be assigned work ashore for the offshore period concerned.

10. Insurances/Sick pay arrangements/Medical examinations

10.1 Insurance/Sick pay

Sick pay is payable in accordance with the regulations issued by the National Insurance Administration. The part of the offshore supplement that is to be included in the income base for determining sick pay, must be decided by the local parties. Illness during a period of time off in lieu, does not entitle the employee to an extension of that period.

Through insurance taken out by the enterprise the employee shall be covered by accident insurance based on a sum equivalent at least to 20 x the basic National Insurance amount (G) in the event of death and 40 G for 100% disablement.

The insurance shall apply for travel between home and the offshore structure and for the period the employee is on the structure.

If the enterprise already has corresponding or better insurance for its employees, it shall not be obliged to take out more insurance.

10.2 Health checks/Medical examinations

The employee shall document that he/she has undergone the required medical examination before

commencing work offshore. Time spent for such examinations will not be recompensed.

Medical examinations shall be carried out in accordance with the regulations in force and/or when the company medical officer considers necessary.

In the event of illness during a period of time off in lieu, a medical certificate showing that the employee is fit for work shall be produced before commencing a new offshore period, and a medical certificate showing that the employee is unfit for work shall be produced if owing to illness the employee is unable to commence a new offshore period.

11. Pay rules

11.1 Hourly earnings

The individual employee shall be paid wages in accordance with the wage agreement that applies at the enterprise and, if appropriate, compensation for the lower number of hours worked offshore. (From 37.5 to 33.6 hours 11.61%.)

Compensation for shorter working hours shall be paid for up to 12 hours per working period and is not to be included in the overtime base.

11.2 Offshore supplement

An hourly offshore supplement of NOK 54.65 shall be paid in addition to the hourly earnings. The offshore

supplement shall cover all special supplements pursuant to the Engineering Industry Agreement and all supplements for special circumstances related to the working situation, and travelling and waiting time from home to the living quarters and return.

In connection with coming agreement revisions, the offshore supplement will be adjusted by the increase percentage in SSB's "Wage statistics for the industry, full-time employees in building ships and oil platforms". The "artisans" group shall be applied. This shall be based on the "agreed pay" concept. The annual increments form the basis. For any adjustments of other agreement rates at intermediate collective wage agreements, the offshore supplement shall also be adjusted as provided above.

11.3 Overtime supplement

Work in excess of 12 hours in a 24-hour day is to be regarded as overtime and recompensed by 100% overtime supplement.

11.4 Work on movable public holidays and feasts and work after 12 noon on New Year's Eve and the eve of Easter Sunday, Whit Sunday and Christmas Day.

100% overtime supplement shall be paid for work on the following days:

New Year's Eve	6 hours	17 th May	12 hours
New Year's Day	12 hours	Ascension Day	12 hours
Maundy Thursday	12 hours	Eve of Whit Sunday	6 hours

Good Friday	12 hours	Whit Sunday	12 hours
Eve of Easter Sunday	6 hours	Whit Monday	12 hours
Easter Sunday	12 hours	Christmas Eve	6 hours
Easter Monday	12 hours	Christmas Day	12 hours
1 st May	12 hours	Boxing Day	12 hours

200% shall be paid for overtime work in excess of 12 hours.

In addition hourly earnings for 7.5 hours shall be paid for movable public holidays that occur during an offshore period. These provisions are not intended to prevent the parties at the enterprise from agreeing on other payment, within the above framework. The above shall be paid also when these days fall on Saturdays and Sundays.

11.5 Night work supplement

An hourly supplement of NOK 27.92 shall be paid for night work.

This supplement shall not be paid for hours for which overtime percentages are paid.

11.6 Access techniques

Personnel who perform climbing assignments, cf. 8.1 Access techniques, shall be recompensed by NOK 36.84 per hour of approved climbing time, in addition to offshore pay.

Note:

The parties have agreed that this is an isolated exception from the principle in 11.2.

12. Shop stewards/Safety delegates

BNL and the United Federation recommend that shop stewards be elected for offshore work and when the working group consists on average of 25 employees or more, cf. Basic Agreement, Chapter V, see also Chapter V of the Basis Agreement. With regard to safety delegates, reference is made to the Working Environment Act and Regulations.

The special circumstances make it necessary to maintain continuity in the offshore shop steward system. Whenever possible the parties shall take this into consideration when demobilizing/transferring employees.

13. Disputes

If disputes arise concerning interpretation or practical implementation of this Appendix, the rules in §2-3 of the Basic Agreement shall be followed.

14. Duration

This agreement is incorporated as an appendix to the Engineering Industry Agreement and the duration and notice of termination are the same as for that Agreement. The parties have agreed that negotiations concerning any material amendments proposed should be conducted by a special offshore committee, and so that at collective bargaining the proposed new offshore

agreement can be included in and covered by voting on the new agreement.

Appendix 17

FRAMEWORK AGREEMENT ON SYSTEMS OF WORKING HOURS

The parties have agreed on the following framework agreement on systems of working hours:

1. This agreement concerns assignments where working hours are 37.5 hours a week and where the employee has to stay away from home overnight. Under special circumstances the agreement may also be made applicable for other employees.
2. When use of working hours according to this framework agreement and within the provisions of the Collective Agreement for the Building Industry has been agreed upon locally, the agreement shall be sent to the National Federation for the Building Industry and the United Federation. The system must not be put into effect until approval is received from both organisations. The parties are to be given an answer as soon as possible and not later than within 3 days from the time the organisations received the agreement. If one of the organisations is unable to accept the proposal, it shall immediately discuss this with the other organisation.
3. It is a condition that it is only made applicable for the individual works and for a limited period of time.
4. A 12/9 rota shall be used with working hours of up to 10.5 hours per day that are preferably within the period

from 07.00 to 18.00 hours (see enclosed example of working plan).

5. It is presumed that with such an arrangement the need for working overtime will largely be eliminated.
6. Exemption need not be obtained from the Labour Inspectorate when working hours follow this agreement.
7. Any agreements that go beyond this framework must be considered in each particular case in accordance with the rules in § 10-12 of the Working Environment Act.
8. This framework agreement authorises shift work systems. If working hours on shift work continue after 12 midnight, exemption for night work will be required in the normal way, cf. §10-11 of the Working Environment Act. Working hours on 2-shift systems shall be 35.5 hours.
9. Travelling time outside of working hours for employees to whom the working hours system applies who are living at home, see second sentence of item 1, must not exceed 2 hours per day.
10. For time worked up, time off shall be taken off in lieu of overtime and the employer shall not add this time to holiday time. This provision shall not lead to any restrictions relative to the provisions of the Holidays Act.
11. When calculating time worked by personnel working on the different onshore facilities and/or fixed operating

places where the average working hours system applies, the calculation principles in Appendices 16, items 3.10.1 and 3.10.2 shall be used.

In other respects, see Protocol of 21 February 1995 between the Parties.

Example of working plan:

This working plan involves a system of making up time, with 12 days on and 9 days off.

The work force will be divided into three crews and working hours will be as follows, inclusive of a 30 minute break for a meal:

	Team 1	Team 2	Team 3
Monday	0700-18.00 hrs	time off in lieu	10.00-18.00 hrs
Tuesday	07.00-18.00 hrs	time off in lieu	07.00-18.00 hrs
Wednesday	07.00-18.00 hrs	time off in lieu	07.00-18.00 hrs
Thursday	07.00-18.00 hrs	time off in lieu	07.00-18.00 hrs
Friday	07.00-18.00 hrs	time off in lieu	07.00-18.00 hrs
Saturday	Off	off	07.00-18.00 hrs
Sunday	Off	off	off

Monday	time off in lieu	10.00-18.00 hrs	07.00-18.00 hrs
Tuesday	time off in lieu	07.00-18.00 hrs	07.00-18.00 hrs
Wednesday	time off in lieu	07.00-18.00 hrs	07.00-18.00 hrs
Thursday	time off in lieu	07.00-18.00 hrs	07.00-18.00 hrs
Friday	time off in lieu	07.00-18.00 hrs	07.00-18.00 hrs
Saturday	Off	7.00-18.00	Off
Sunday	Off	Off	Off
Monday	10.00-18.00 hrs	07.00-18.00 hrs	time off in lieu
Tuesday	07.00-18.00 hrs	07.00-18.00 hrs	time off in lieu
Wednesday	07.00-18.00 hrs	07.00-18.00 hrs	time off in lieu
Thursday	07.00-18.00 hrs	07.00-18.00 hrs	time off in lieu
Friday	07.00-18.00 hrs	07.00-18.00 hrs	time off in lieu
Saturday	07.00-18.00 hrs	Off	Off
Sunday	Off	Off	Off
Total	112.5	112.5	112.5

12. Remuneration for movable public holidays and feasts.
 - a) For work on public holidays and feasts, the employee shall receive ordinary pay + 100% (as for overtime) + corresponding pay for public holidays and feasts in accordance with the working plan.
 - b) For time off during the offshore period, employees shall receive pay for public holidays and feasts in accordance with the working plan.
 - c) During leisure periods employees shall receive pay for public holidays and feasts for 7.5 hours.

Appendix 18

Accommodation, living quarters and personnel rooms

When Appendix 20 to the Collective Wage Agreement is made applicable for construction or building projects where a cookery team is provided, the following provisions in the Agreement for private facilities for the employees are to be followed and remuneration for meals will no longer apply.

By 15 May 2002 the standard of accommodation in workmen's living quarters shall be single rooms with a shower and toilet in each room.

A.

Work sites with living quarters for employees

I. Up to and including 10 persons

One bed-sitter unit per person shall be arranged. Each unit shall contain a WC, washbasin, shower, kitchenette with refrigerator and washing-up sink, a bed with a wall-mounted reading lamp, table, two chairs, a plain bookshelf and a wardrobe. The walls and ceiling must be washable and well-insulated for sound and heat. Sound insulation must be particularly good on walls and doors abutting on to corridors. The window shall have an area of not less than 10% of the floor area. The window shall be fitted with either a roller blind with a valance or draw curtains. Ventilators in walls or window frames shall be fitted to an adequate extent in such manner as to avoid draughts in the bed.

The site management/shop steward should reach agreement on food money before work commences.

II. From 11 to 20 persons, inclusive

Living quarters shall be arranged with single rooms, minimum 8.5 m² and ceiling height not less than 2.30 m. The sleeping unit shall contain a WC, washbasin, shower, wardrobe, shoe rack, bed with wall-mounted reading lamp, one chair and one armchair of good quality. The walls and ceiling must be washable and well-insulated for sound and heat. Sound insulation must be particularly good on walls and doors abutting on to corridors. The window shall have an area that is not less than 10% of the floor area. The window shall be fitted with either a roller blind with a valance or draw curtains. Ventilators in walls or window frames

shall be fitted to an adequate extent in such manner as to avoid draughts in the bed.

In each room there shall be one ceiling lamp and one double electric socket and also an electric radiator fitted under the window. Wet rooms to be fitted with adequate lighting, electric socket, electric heating, ventilation and a mirror with shelf. A space for dirty working clothes must be provided, minimum total wall space 40 cm per person. Wet room containing one WC, one urinal, three tap points, one rinsing basin, one washing machine and one drying cabinet/tumble dryer. There shall also be a dining room 34 m² and a living/TV room of 34 m².

III. From 21 to 40 persons inclusive – maximum rig size
Accommodation to be arranged with single rooms as described in II above. Space for dirty clothes, minimum 40 cm per person, and wet room containing one WC, one urinal, nine tap points, two rinsing basins, two washing machines and two drying cabinets/tumble dryers. Also a dining room 51 m² and living/TV room 68 m². On sites where it can be determined with certainty in advance that the number to be accommodated will be from 21 to 30, dining room and living/TV room capacity may be reduced proportionately.

The enterprise must take this matter up when filing a permit application for the works.

Applies for both II and III

Facilities shall be arranged for the cooking team operations, with a kitchen, freezer room/storeroom in accordance with the applicable regulations issued by public authorities.

IV. Service staff

For service staff for the living quarters, single rooms shall be arranged as described under II above, supplemented by a large mirror and a chest of drawers. The wet room unit shall be fitted with a shower, washing machine and drying cabinet/tumble dryer. A separate space shall be arranged for working clothes. The living room shall be fitted out with a sofa, armchairs and a low table.

V. The following applies to the provisions in I – IV above

When a unit is taken into use, it shall be cleaned and equipped with the necessary contents. The works shall provide reversible mattresses 80 x 200 cm and not less than 13 cm thick, of varying hardness, and a pillow and duvet of reasonably good quality. In addition the works shall supply pillowcases, duvet covers and sheets that are to be handed in for laundering every other week, and 4 towels that are to be changed each week. The above will be issued in return for a receipt that shall be given back when the employee leaves the works and hands in the equipment. If there are any shortages these will be deducted from pay, at cost. Lock systems shall be installed in the huts so that the rooms can be locked in accordance with the insurance companies' rules.

VI. The following applies to the provisions in II-IV

a. Facilities in accordance with II and III shall have a sauna and shower.

b. Where a TV set can be used, the works shall supply TV, with teletext and shall pay the TV licence.

Where shifts are worked, a video shall be installed in the living rooms mentioned under I – IV.

c. The living room shall be fitted out with small tables, comfortable chairs, reading lamps and radio.

d. The works shall supply 2 newspapers. Which newspapers are to be supplied, shall be discussed with the shop stewards.

e. When there is sufficient interest among the employees, the enterprise is willing to make an adequately equipped room available for physical indoor activities and, after consulting the shop stewards, arrange suitable conditions for hobbies and leisure activities or other welfare measures.

f. A manager shall be appointed for the living quarters on the site. The shop stewards are responsible for calling meetings to elect the manager. The election shall give a fully valid expression of the desires of the majority of the employees who are union members. The works shall deduct food money from its own employees in accordance with lists from the manager. The living quarters group shall elect two auditors who, with a

representative from works management, shall audit the accounts once a month.

- g. Noise-absorbing floor covering shall be laid on floors of corridors in sleeping quarters. Bedroom doors shall be of not less than B-15 standard and fitted with noise excluder strips.
- h. The works shall supply the living quarters with sufficient relevant equipment such as vacuum cleaners, irons, dishwashers, potato peelers, refrigerators/freezers, food mixers and other necessary kitchen equipment and cutlery.

The parties may hold a stocktaking of this equipment at reasonable intervals.

- i. The employees who live in these living quarters are entitled to use of works vehicles for transporting provisions on the works.

The works shall pay for lighting and heating.

Rent for the living quarters shall be paid at the rate of NOK 3.00 per person per day for accommodation as described in I-IV.

The contractor shall pay the cost of “spring-cleaning” twice a year.

- j. Departures from the living quarters provisions may be made during the rigging up period.

VII Canteen

In cases where the question of a canteen arises, the matter shall be submitted to the parties to the agreement as soon as possible. It is only the parties to the agreement who may decide by agreement whether operation of a canteen can be arranged.

VIII Mobile units, seasonal work etc.

On road works, pipe-laying and similar works where it is necessary to move the living quarters as the work progresses, double mobile units may be used with one person per bedroom. Regarding units intended for consecutive use for less than one year, see IX below. At works where work only takes place during the summer half-year, the air space per man in the bedrooms may be reduced, but not to less than 7 m³.

IX Agreement on alternative living quarters

At works where the cost of implementing the above rules would be unreasonable in proportion to the total cost of the work (for example for transport-related reasons), the works management and the shop stewards may agree upon alternative living quarters, for example, in existing dwellings, or the size of the units may be reduced and the equipment simplified. In such cases reasonable compensation shall be negotiated. See Minutes No. 2 to the Agreement.

Note I

In connection with industrial building and large works, the Federation may, when so indicated for reasons of economy, be willing to consider a solution with living quarters for over 40 persons with a communal kitchen for self-catering or a canteen. This Note does not alter

the conditions in section VIII, as alterations in the living quarters provision in §10 of the Agreement for Private Works still requires special agreement between the central parties.

Note 2

Different sizes of units may be used, but bedrooms inclusive of bathrooms must not be less than 8.6 m² and ceiling height not less than 2.30 m.

If works are in such a location that for transport-related or other special reasons it is difficult to provide living quarters according to the new standard, the quarters may, by agreement with the shop stewards, be according to the old standard.

So that separate wet-room units can be in accordance with the above intentions, the organisations have agreed that the present unit size does not prevent this.

B

Work places without living quarters

GENERAL RULES REGARDING WORKMEN'S HUTS AND MOBILE UNITS

When work on a job commences, the enterprise shall provide a roomy room for meals and rest, with satisfactory heating during breaks. The floor area shall be in accordance with the applicable regulations.

During the cold part of the year the lunch/rest room shall be heated from 30 minutes before working hours commence. The enterprise shall keep the rooms clean and in order. The room shall be lockable. Tools and

other inappropriate things must not be left in the lunch/rest room.

The above mentioned rooms must not be used as overnight accommodation. Regarding first-aid equipment, reference is made to § 28 of the Regulations relating to work places and premises (Ordering No. 529).

Changing rooms

Changing rooms shall have sufficient space and the necessary number of seats for changing clothes and footwear, lockers for day clothes, as well as an open space for dirty clothes, a total of not less than 60 cm per person.

On living quarters of all sizes for up to 5 persons and up to 10 persons, a minimum of 50 cm per person may be accepted.

On living quarters with hut units for up to 6 persons such as described under III, agreement to omit the lockers may be made with the shop stewards provided that the unit is securely locked during working hours.

Where necessary there shall also be a lockable compartment to secure against loss of valuables.

In the case of outdoor work, or when the work otherwise makes this necessary, there shall be a separate drying room or other facility for drying wet clothes and footwear.

Washrooms

Washrooms shall contain a shower, WC and a number of tap points for washing face and hands. There shall be sufficient open floor space in front of the washplaces. Showers shall be fitted with running hot and cold water. If shower rooms or hand basins are separate from the changing rooms, there must be easy access between them.

The number of WCs, showers and tap points is specified under the individual sizes of living quarters.

In living quarters for over 18 persons, an agreement may be made with the company shop stewards to omit one or more of the showers when the number of showers is obviously more than would be used.

In living quarters with small units for up to 6 persons such as described under III, an agreement may be made with the company shop stewards to omit a shower when it would not be used in any case.

Rooms for meals

There must be a separate room for meals and if possible these rooms shall have daylight and a possibility of seeing out. These rooms shall contain a kitchenette, refrigerator and washing-up sink. The kitchenette may be replaced by a coffee-maker and if necessary a microwave oven. There shall be not less than 1.2 m² dining area per person.

In living quarters with small units for up to 6 persons as described under III, agreement may be made with the company shop stewards to omit the kitchenette and refrigerator.

I. Living quarters with standard hut units 7.4 x 2.5 m

Where living quarters are arranged with 1 hut unit 7.4 m x 2.5 m, the following shall apply:

Up to 5 persons

Arranged with 1 hut unit with lunch room and changing/wash room with WC, washbasin, shower and 2 tap points.

With crews of less than 6 persons, smaller units may be used, the requirements may be reduced, see introductory provisions.

Up to 10 persons

To be arranged with 2 units as described above.

Up to 18 persons

To be arranged with 4 units, 1 unit for changing clothes, 1 unit for washing, containing 2 WCs, 2 showers and 8 tap points, and 2 units for a lunch room.

Up to 36 persons

To be arranged with 7 units, 2 units for changing clothes, 2 units for washing, containing 4 WCs, 4 showers and 16 tap points, and 3 units for lunch room.

II. Living quarters with standard hut units 8.4 x 2.9 m

Where hut units of 8.4 m x 2.9 m are used, the following shall apply:

Changing and washing huts shall have 1 WC with washbasin, 1 shower and 4 tap points per hut unit as described below.

Up to 12 persons

To be arranged with 2 units, 1 unit for lunch room and 1 unit for changing and washing.

Up to 18 persons

To be arranged with 3 units, 1 unit for lunch room and 2 units for changing and washing.

Up to 36 persons

To be arranged with 6 units, 2 units for lunch room and 4 units for changing and washing.

Up to 54 persons

To be arranged with 9 units, 3 units for lunch room and 6 units for changing and washing.

Up to 72 persons

To be arranged with 12 units, 4 units for lunch room and 8 units for changing and washing.

In living quarters for up to 36 persons or more, 1 changing and washing hut may be omitted when an entrance hut forms part of the living quarters. The entrance hut shall contain a WC, shower, 6 tap points, a sink, urinal and a drying room.

III. Living quarters with smaller hut units for up to 6 persons

With crews of up to 6 persons smaller units (such as light mobile huts or trailer huts) may be used. The unit

shall contain a lunch room and changing/washing room with WC, shower and two tap points.

An agreement may be made with the company shop stewards to omit the shower, 1 tap point, kitchenette, washing-up sink and refrigerator if the standard otherwise is maintained.

An agreement may be made with the company shop stewards that lockers for day clothes may be omitted when the unit is securely locked during working hours.

IV Other sizes of crew

For crews of other sizes, supplement by 1 WC, 1 shower and 4 tap points for every 9 persons and not less than 0.9 m² changing hut and 1.2 m² eating space per person.

V. Arrangements where huts are not used

Whenever for work extending over short periods it is not possible to use huts, facilities of a similar standard shall be arranged for eating, changing clothes and washing in each particular case by agreement with the company shop stewards.

Furthermore it may be agreed with the company shop stewards that huts shall not be used when satisfactory facilities of a similar standard for eating, changing clothes and washing are made available in accordance with IV above.

Whenever for practical reasons it is not possible to set up huts and suitable facilities cannot be obtained in the vicinity of the workplace, the enterprise shall bear the cost of proper transport for the workers to and from the workplace, or an agreement may be made regarding remuneration for use of their own means of transport.

C

Advanced lunch room hut

A lunch room hut that can be placed as near the working site as is technically and financially feasible and that is separate and apart from the rest of the living quarters. A unit that serves up to 10 persons shall have a separate lunch room with a kitchenette, refrigerator and washing-up facilities, not less than 1 m² eating space per person and not less than 60 cm table space per person. In addition the unit shall contain a WC, 3 tap points and hooks for hanging up oilskins/outdoor clothes. The lunch room hut must be cleaned adequately, at least twice a week. Workers may be required to undertake the cleaning for a price agreed upon in advance. The lunch room hut must not be used as a storeroom for tools or materials.

D

Central living quarters

If the employees living quarters are not attached to a specific working site, the cost of transport shall be borne by the employer or the employees may be paid an allowance for use of their own means of transport between the living quarters and the working site.

Rent for accommodation in central living quarters shall be determined as specified in A, VI, i).

There shall be 1 bed-sitter unit per person as described in A.I.

In addition there shall be 1 unit with a washing machine and facilities for drying day clothes, and 1 unit with lockable cubicles, 1 cubicle per person. If there are more than 12 bed-sitter units, there shall be one unit with a combined living/TV room. If there are more than 22 bed-sitter units, there shall be 2 units with a combined living/TV room. If there are more than 44 bed-sitter units there shall be 3 units with a combined living/TV room.

E.

General rules

Workers shall by orderliness and cleanliness contribute towards maintaining the standard these provisions are intended to achieve. They are jointly and severally liable for any damage to huts and restrooms and the furnishings and equipment in them that is caused by negligence or careless handling. In such cases the employer may deduct repair costs from the workers' pay in accordance with the Working Environment Act, § 55, subsection 2 e.

At works where the workers shop stewards wish to use lunch rooms, living rooms or rest rooms in the living quarters to hold meetings, this shall be permitted.

Appendix 19 – Pay seniority for national service

Pay seniority in cases of initial period of national service

For various reasons, only about a third of those liable to be called up each year, are conscripted to serve the initial period of service. These groups lose one year's occupational employment or suffer one year's delay in their further education. National service gives the conscript experience that is valuable in his/her subsequent studies/occupation and therefore it is important that those who do their national service in the Forces, are not set back and ranked behind others when it comes to pay seniority.

For this reason the Parties have agreed that:

- Initial service in the Forces shall be credited as pay seniority at the time of appointment to a first position after completing national service.

Appendix 20

Basis for calculating payments under the Agreement

Payments for short welfare leave, supplements to piecework rates, overtime base and travel and accommodation rules in § 7-2, shall be calculated according to the following formulas:

1. Chapter 2 Wage rules

a) § 2-8 Other wage rules

Overtime base and short welfare leaves – calculation model

The rate to be adjusted by the percentage change in the hourly earnings for instance overtime supplement in SSB's statistics for the building trade in NHO's member enterprises, counting from 1 October of the preceding year to 1 October the year after.

b) Short welfare leaves for young workers

The pay is the average hourly pay for the employee in question, i.e. the basis for sick pay. The pay is limited to the pay for an adult worker, i.e. the pay in item a).

c) Earlier agreements on short welfare leaves

It is a condition that earlier company agreements relating to short welfare leave that equal or are better than the above, shall continue to apply.

2. Chapter 4 The main pay system, piecework and piecework schedules

§4-2 Piecework schedules

Adjustment of general supplements and adjustments pursuant to § 4-15.

Example:

2nd half-year NHO statistics NOK 120.00
General supplement NOK 3.00

Percentage increment:
 $\text{NOK } 3.00 \times 100/120.00 = 2.5\%$

Mark-up percentages

Old mark-up percentage 9.5% which shall be adjusted by 2.5%

Calculation of new mark-up percentage
 $(100+9.5) \times 2.5 / 100 = 2.7375 \sim 2.74\%$.

New mark-up percentage: $9.5 + 2.74 = 12.24\%$

Adjustment of minute/NOK factor:

Minute factor:

Old minute factor = NOK 1.05

Mark-up 2.5% of NOK 1.05 =
 $(\text{NOK } 1.05 \times 2.5 \% / 100) = \text{NOK } 0.02625 \sim \text{NOK } 0.03$
New minute factor: = NOK 1.05 + NOK 0.03 = NOK 1.08

NOK factor:

Old NOK factor = NOK 120.00

Mark-up 2.5% of NOK 120.00 $(120.00 \times 2.5\% / 100) =$
NOK 3
New NOK factor = NOK 120 + NOK 3.00 = NOK 123.00.

3. Chapter 7 Travel and living expenses

§7-2 When it is not necessary to stay overnight

Adjustment factor:

Future adjustments of the pay rates stipulated under items 1 and 2 will be made when rates are revised or when pursuant to a collective agreement wages are revised during the collective agreement period, according to the following rules:

The “travelling time and walking time” portion is to be adjusted according to the percentage rise or fall in the hourly wage rates in the collective agreement for the building industry.

The rates in 7.2, items 2 b) c) and d), shall be adjusted by the same percentage rise or fall. At the same time the rates stipulated in 7.2, 1 and 2, for the “travelling expenses” portion, shall be adjusted by the percentage rise or fall in the average passenger income per passenger kilometre according to SSB’s statistics for buses (see table 7 in said statistics).

See also Appendix 14.

Appendix 21

**FRAMEWORK AGREEMENT
FOR INCORPORATING ONSHORE WORK
with daily working hours in excess of 10.5 hours
with/without work on Sundays**

This Framework Agreement is concluded between the United Federation of Trade Unions and the Federation of Norwegian Building Industries (BNL) for the collective wage agreement period 2010 – 2012, in accordance with § 10-12 (4) of the Norwegian Working Environment Act. When wage agreements are revised, the parties shall agree on whether this framework agreement shall be continued for the next wage agreement period.

1. Scope

This Agreement regulates systems for incorporating personnel who must stay overnight away from home and is based on calculating the average weekly working hours that have daily effective working hours exceeding 10.5 hours. In exceptional cases this may also be made applicable for other employees. This shall be clearly stated in the application. Whenever it is necessary to use the system for employees not named in the application, a separate application and approval will be required.

It is a condition that the system be used only for large installations/operating facilities and for a limited period of time.

Reference is made also to FOB in general and § 7-1 in particular with regard to travelling and stays where it is necessary to stay overnight.

Based on local agreement protocols the enterprise shall send an application to the United Federation which will forward its recommendation to LO. The local protocol shall accompany the application. The system may be put into effect when the United Federation notifies the enterprise that the application is approved.

When BNL so requests the United Federation shall send BNL lists of the applications received and the results of the processing by the United Federation and LO.

2. Requirements to HSE and welfare
HSE, the employees' family situations and welfare, and the needs of the enterprise for productivity and project completion, must be taken into consideration in the incorporating system.

The enterprise shall ensure that the mandatory requirements in the Working Environment Act, § 10-2 (1), (2) and (4), and § 10-11 (7) regarding night work, are taken into consideration in its system of working hours. The manner in which this is done shall be described in the local agreement.

Employers who use working time systems in accordance with this Agreement shall, as a general rule, not require employees to work during their off-duty period. Examples of departure from the general rule are sporadic travel assignments and when making up missing working hours according to status.

In working time systems according to this Agreement, travel to and from the works shall preferably take place on the days on which the system starts and ends.

3. Working time

This Agreement applies for systems with work on Sundays and public holidays and systems without work on such days.

Up to 12-hour working days may be used.

For days with more than 10.5 effective working hours there shall be a break of at least one hour, of which 30 minutes is to be included in working hours. The paid time will then be 11.5 hours for a 12-hour working day.

Up to 15 consecutive days may be used, of which maximum 14 days may be 12-hour days.

Where a well-founded need exists, systems with two days off during the period of stay may be used. When other systems are not chosen, this shall be stated in the application.

Work shall preferably be done during daytime.

Working hours shall preferably be between the hours of 07.00 and 19.00. Working hours may not be placed outside the period between 06.00 and 20.00 hours.

As a general rule overtime shall not be worked in connection with such rota systems. If there is need of overtime work in exceptional circumstances, such work may be done only by agreement with the shop steward(s).

Whenever nightwork is approved, it shall preferably take place between the hours of 19.00 and 07.00, with compensation in accordance with the local agreement and/or the collective agreement. See also § 10-11 of the Working Environment Act regarding nightwork.

Systems of working hours according to this Agreement, shall not supplant local employees and working time rules that follow from the Collective Agreement for the Building Industry and the Working Environment Act.

4. Concluding local agreements

Information and discussions regarding work assignments and possible use of systems of working hours according to this Agreement, shall be taken up with the shop stewards in accordance with the Basic Agreement, § 9-3.

Negotiations regarding systems of working hours shall be based on the systems that may be possible/relevant in the particular case. When concluding a local agreement, importance must be attached to HSE and consideration of the employees' family life and welfare, as well as the productivity of the enterprise and completion of the project.

See also FOB §7.3.5, third paragraph. 5.

5. Approval

The duration for each system of working hours shall be linked with the length of the project / assignment, limited however to one year at a time.

An evaluation of HSE and welfare experience may be required as a feature of the United Federation's assessment of applications for extensions. If so required by one of the local parties, and an evaluation exists, the evaluation shall be enclosed with the application for extension. The United Federation will normally grant an extension application provided that the system is not unreasonably stressful.

6. Termination locally

The shop stewards/chief safety delegate may, at one month's notice, demand that the system be altered or terminated if they consider that it is unreasonably stressful. Evaluation of HSE and welfare experience may be required before presenting such a demand.

If the enterprise does not agree with the demand it may, without undue delay, refer the matter to the United Federation for assessment. BNL may request a meeting with the United Federation concerning the matter if the enterprise so desires. Termination will be postponed until the United Federation has reached a decision on the matter.

The period of notice for termination pursuant to this clause is of no concern for the period of notice used by LO for any approvals relating to breach of approval conditions.

7. Elements for use to promote solutions for time off (if not included)

To ensure the best possible unbroken leisure periods for the employees concerned to attend to family and welfare needs and to secure suitable working time

systems, the following can be inserted in the working time systems as a collective agreement:

- a) Vacations shall be allowed in accordance with the Act relating to holidays. Holidays may be taken in each rota to achieve continuous leisure time solutions. However holiday for the next holiday year may not be taken in advance for use in rotas under this framework agreement.

Employees who do not have any holiday to take, shall not suffer (have position/pay reduced).

- b) As part of this collective agreement, special compensation of 15 minutes per working day in working time systems/rotas with more than 10.5 effective working hours, shall be added in plus time calculations. Any excess time generated in the settlement calculations as a result of this, is intended as a contribution towards making it easier to balance the system in each rota; it shall not be treated as excess time according to the settlement rule in 8 below.

In addition the following individually agreed solutions can be used, for example:

- c) Employees who, instead of using holiday time, cf. 7 a above, wish to use any minus time that arises as a result of the system's missing hours during the working period, may be allowed to do so by

agreement with the employer. This must not be done if it conflicts with the HSE requirements in the Working Environment Act.

- d) Agreements may be made with the individual employees for taking time off in lieu of missing hours corresponding to pay for movable public holidays and feasts, by including this in the settlement calculations. This applies to overtime pay in 9 a) below and remuneration for public holidays and feasts during the leisure time period under 9 c).
- e) By agreement between employer and employee, excess time and courses and training during the leisure time period may be used for settling any time owing.

8. Settlement for systems in accordance with this framework agreement.

Working time systems in accordance with this agreement should preferably come out even, possibly by using the means provided under 7 above. Employees shall be ensured their employment fraction and pay.

The principles in FOB, appendix 16, sections 3.10., 3.10.2 and 3.10.3 apply when settling up working time for personnel working on the various onshore installations and/or fixed operating sites who have average calculations for working hours,

Any minus time in systems under this agreement that can be transferred to the next settlement period, shall be

limited to 37.5 hours per year. Everything in excess of 37.5 hours minus time shall be struck off at the annual settlement, without loss of pay.

If the employee has to leave owing to illness or accident, or if the employer dismisses an employee for a reason that is the fault of the employee, any minus time shall be struck off without loss of pay and the employee shall be paid for any excess time as provided for overtime.

If an employee resigns, settlement shall be calculated for rotas according to this agreement. A deduction may be made for up to 37.5 hours minus time. Everything in excess of that shall be struck off, without deduction from pay. Any excess time not used in an agreed manner shall be paid out as provided for overtime. Settlement shall be made on the first ordinary payday.

The employee shall be informed of his status after sporadic travelling assignments.

Any minus time accumulated according to 7 c) above (individual agreement on incorporation) that has not been incorporated at the time of settlement, will come in addition to the minus time mentioned in the second, fifth and seventh paragraphs of this section.

9. Payment for movable feasts and public holidays

- a) For work on public holidays and feasts, employees shall be paid ordinary pay + 100% (as provided for overtime) + corresponding remuneration for public holidays and feasts according to the work plan.
- b) In the case of time off during the offshore period, remuneration shall be paid for public holidays and feasts according to the work plan.
- c) In leisure time the employees shall be paid for 7.5 hours for public holidays and feasts.

10. Waiting time

If owing to unforeseen events work cannot commence at the agreed time, the individual enterprise shall pay the employee the lost hours at the agreed hourly rate for the project.

If unforeseen events related to the journey (transport delays etc.) result in the planned journey home being delayed, the hourly rate shall be paid for waiting time on the first day from 3 hours after the planned departure and for maximum 7.5 hours. The next day the employee shall be paid for up to 7.5 hours per 24 hours.