

Norsk  
Arbeidsmandsforbund

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**Agreement  
for  
Cleaning companies  
2020 - 2022**



*This is a translation of the tariff agreement for cleaning companies between NHO Service og Handel and Norsk Arbeidsmandsforbund. In the event of disputes related to interpretation, the Norwegian version will be applied as a basis.*

# Agreement

between

Næringslivets Hovedorganisasjon (*Confederation of Norwegian Enterprise*) and  
NHO Service og Handel (*Norwegian Federation of Service Industries and Retail Trade*)

on the one side

and

Landsorganisasjonen i Norge (*Norwegian Confederation of Trade Unions*) and  
Norsk Arbeidsmandsforbund (*Norwegian Union of General Workers*)

On the other side, in respect of

wages and working terms/conditions for cleaners at companies affiliated  
with NHO/NHO Service og Handel

Applicable from 1 May 2020

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## **Part I. Basic agreement ("Hovedavtalen")**

Basic agreement LO-NHO

## **Part II.**

### **Section 1 Working hours**

1. All employees must have a written employment contract that specifies employment terms and conditions. Reference is otherwise made to the Working Environment Act Section 14-6.
2. Part-time employees must at all times have a written confirmation of their working hours.
3. Part-time employees have first option on extended employment, in accordance with the Working Environment Act Section 14-3. All available employment in the employee's district or county must be advertised internally. The parties shall agree locally as to how the information is given to employees.
4. The employer is obliged, on commencement of employment and upon changes in the extent of employment duties and methods, to provide the employee with the necessary basic introduction to the work to be carried out. The employee is obliged in the same manner to complete the provided training.
5. The ordinary weekly working hours shall not exceed 37.5 hours, and with the exceptions permitted in the Working Environment Act, shall be between 06.00 and 21.00. For shift work that according to the Working Environment Act Section 10-4 (5) and (6) (and the Appendix in this agreement concerning reduction of working hours) stipulates respectively, a 35.5- and 33.6-hour working week, hourly rates with supplements are converted to 5.63% and 11.61% respectively.
6. Working hours are determined by the company in consultation with the cleaner and within the framework permitted within the agreement with the client.
7. The framework for the cleaner's daily work area is determined by the company. Cleaners must be provided with a plan for his/her area, along with a specification of the extent of the work (see protocol regarding details of a cleaning plan and extent of work specification).

The framework hours shall make it possible to carry out the specified tasks in accordance with the cleaning plan and extent of duties.

For each area, a minimum time per day shall be specified. Within this time, it shall be possible to meet the requirements in the cleaning plan and the extent of tasks for each individual day. The time spent shall be registered daily via a time clock/timesheets. During a calendar month, the determined hours shall be worked.

Employee representatives have the right of access to cleaning plans and extent of duties, along with framework hours. On starting a new contract, a part-time employee receives hourly wages for time spent for 4 weeks.

The parties can agree that calculations of framework hours and performance must be submitted in order to determine the time required to perform the task in the future. In such case, employee representatives can also request formulas/calculations of walking/driving time.

The company and employee representatives have, however, the right to enter into an agreement on a cleaning procedure related to a predetermined cleaning standard. It is a premise that the cleaners required to do this shall receive thorough training in the system before start-up.

Changes to working hours or extent of duties shall be discussed with employee representatives, in accordance with the Principal Agreement Section 9-4.

8. If one of the parties believes that there is a need to amend the framework, after the initial phase, test/sample cleaning shall be carried out. Test cleaning shall be carried out in accordance with the regulations in this section.

Before test cleaning is requested, the employee representative shall provide reasons as to why the cleaning plan should be amended, and discuss possible solutions that render test cleaning superfluous with the employer.

If there is any doubt as to whether the framework hours are correct, on request from the cleaner/employee representative or the company after the start of a new contract or after substantial changes to the cleaning plan and extent of duties, test cleaning may be requested. Test cleaning can be requested when one of the parties believes it is necessary.

Before test cleaning is implemented, the employee representative and the company must ensure that the work is carried out in accordance with the cleaning plan and extent of duties, that adequate training has been provided and that the tools necessary to carry out cleaning are in place. It is desirable that test cleaning is carried out by the relevant cleaner. If the parties cannot agree on this point, another cleaner or cleaner foreman shall carry out test cleaning. Test cleaning is paid according to time spent. Employee representatives can ensure that test cleaning is carried out in accordance with pre-conditions. After one week, the result shall be discussed with the cleaner and the employee representative. If agreement is not reached, test cleaning shall continue for one week each time for up to 4 weeks. A record shall be kept of the discussions.

When test cleaning has been completed the framework hours are determined.

If the test cleaning is not carried out by the relevant cleaner, the company shall allocate other work to the cleaner.

9. The cleaning plan must specify:  
Which areas the individual cleaner is responsible for, how many and what types of room are involved, and the location of these in the building. This must be specified in a plan/drawing or other unambiguous description. The type of floorcovering, hard floor or textile covered floor and planned cleaning methods. The cleaning frequency of individual rooms/areas within a clearly defined period. During discussions regarding framework hours, the employee representative has access to a specification of the extent of work agreed with the client. A specification of daily cleaning and inspection cleaning. Unless otherwise agreed, inspection includes emptying waste baskets, emptying and cleaning of ashtrays and dusting of accessible services on work tables, auxiliary tables/conference tables. For INSTA 800, the quality level must be specified in the cleaning plan.

## **Section 2 Wage regulations**

1. Cleaners must have their wages paid as a monthly wage.  
Monthly wages are calculated based on 21 2/3 days (applies to five-day week) and the framework hours.

From 01.09.2020 the following wage scale applies:

|                         |            |
|-------------------------|------------|
| Under 18 years of age   | NOK 141,62 |
| 0-2 years seniority     | NOK191,39  |
| 2-4 years seniority     | NOK 194,76 |
| 4-10 years seniority    | NOK 201,49 |
| over 10 years seniority | NOK 205,34 |

Qualified workers are given a weight supplement of NOK 13 per hour.

Wage table for apprentices:

|                            |            |
|----------------------------|------------|
| 1st year of apprenticeship | NOK 103,88 |
| 2nd year of apprenticeship | NOK 103,88 |

Within individual companies, agreement may be reached with unionised employee representatives, regarding:

- Bonus on an objective basis, in which the employer and employee share profits.
- That cleaners that carry out cleaning based on INSTA 800 receive a supplement for this service, based on random checks indicating the agreed level.
- Supplement for required training, where this is not included in other supplements.
- That summer temporary staff are not paid according to the tariff agreement wage rates.
- Supplements for cleaning tasks where special reasons indicate this should be paid.
- In the event that employees clean up vomit, and this deviates from what the employee can reasonably expect, the parties within the company shall agree on a sum to be paid for this task, minimum NOK 150 per incident.

The above shall be in writing and shall be negotiated minimum once per year.

Cleaners that largely carry out cleaning tasks but also perform supplementary services, shall receive remuneration as for other cleaning work.

2. Advancement of wage level shall take place after documented work as a cleaner for the last 15 years.

A cleaner that works a minimum of 15 hours per week will accrue seniority as a full-time employee. Cleaners that work less than 15 hours per week will accrue 1/2 year's seniority for each full year of employment.

The employer shall be obliged send in wage reports, and the employment must be documented. No deductions will be made for legitimate sickness absence or for leaves of absence for up to 3 months, or for leave according to the Working Environment Act Section 12-2 - Section 12-5.

3. If wages are not paid according to the principal rule in Item 1, wages shall be paid per month according to hours or days worked. This will not have any effect relative to the regulations in Appendix 5.
4. Sickness shall be notified as soon as possible and at the latest before start of work. In the event of sickness absence beyond the employer's liability period or other absence, wages will be deducted for the period of absence.
5. At schools and under similar working conditions, wages are paid according to the number of worked days and public holidays.
6. Section 3.5 work experience candidates maintain their wage on taking the practical and theoretical qualifying examination first after when the terms/conditions for acquiring certificate of apprenticeship are in place.

**Protocol entry:**

- 1) Wage calculations shall be drawn up such that employees can check that calculations are in accordance with the work done. The details in the wage calculations shall be drawn up by the company in consultation with the employee representative. Reference is otherwise made to the Principal Agreement Section 11-3.
- 2) Extraordinary additional work that is not specified in the cleaning plan and extent of duties shall be remunerated as additional work according to agreement with the employer.
- 3) The company must specify on wage slips, or in another appropriate manner, the name of the current pension provider.

**Section 3 Main cleaning, building cleaning**

1. Main cleaning, building cleaning and other duties that the parties agree is temporary cleaning, shall in principle be allocated as piece work where the nature of the task indicates this is appropriate. Before the company determines the piece work in writing, this shall be discussed with the involved employees. Main cleaning that is not specified as piece work shall be paid according to ordinary hourly wages with a piece work compensation of a minimum NOK 13 per hour.  
For cleaning of new buildings in connection with handover; for cleaning of ceilings, above ceilings windows and floors, this shall be paid in the form of normal wages with a piece work compensation.
2. For main cleaning, the cleaners who are present at the place of work, and that in the view of the company can carry out all of the main cleaning, shall be offered this work, insofar as this does not lead to overtime work.
3. For those who work on cleaning production premises and production equipment in the meat and fish industry, dairies, ice cream and bakery industry, normal wages shall be NOK 10 higher than the rates specified in Section 2. For specific assignments, a bonus system can be agreed. Persons who have enhanced wages compared to those specified in the tariff shall retain these until they are matched by the tariff wage terms.

In the event that subject to this item, amendments to working hours are imposed and this is notified on or after attendance, a supplement of 30% of ordinary wages shall be paid, for the time outside of the person's ordinary working hours.

If this leads to overtime, the 30% supplement no longer applies.

#### **Section 4 Wages for waiting time, travel time etc.**

1. Cleaners who are asked to attend work at a specific time without being allocated tasks shall be paid an hourly rate for waiting time. The premise for payment of waiting time is that the person is punctual. If a cleaner is called to random work without being allocated tasks or is given a task of less than 2 hours duration, payment is made for attendance for a minimum of 2 hours.
2. If ordinary work, due to external causes must be brought forward, such that the pre-specified time is not fully utilised, payment shall in any case be made.
3. Travel time between assignments that follow on from each other shall be calculated as part of working hours and be paid for the time spent to relocate, or be calculated as part of the framework hours.

To the extent that an employee incurs additional expenses in connection with travel between assignments, this shall be reimbursed as agreed.

This arrangement shall be implemented at the latest from 1 January 2022.

4. If the cleaner does not have the opportunity to work the determined hours and work has not been brought forward, payment shall in any case be made for these hours, insofar as no other cleaning work can be allocated at the same workplace.
5. On an agreed interruption of work of a minimum 1/2 hour, second attendance shall be paid for a minimum of 2 hours.

#### **Section 5 Wages for supervisors**

1. Employees covered by this tariff agreement and who by the company are appointed to supervise, allocate and check work that has been carried out, shall be paid for this work according to the following criteria:
2. For the time spent in a supervisory function, the employee, according to his/her qualifications, experience and job extent, shall be paid a supplement for the responsibility per hour in addition to his/her ordinary tariff wages. The extent of the hourly supplement shall be determined by agreement with the company.
3. Cleaners who are required to train new employees during regular working hours shall be paid normal wages. If this involves work outside of normal working hours, this shall be paid as additional work.
4. Apart from tariff-related amendments, during annual negotiations between the company management and employee representatives, discussion shall take place concerning possible adjustment of that included in this paragraph.
5. In the event that home service is required, remuneration for this shall be agreed with the company. This also applies to the use of employees' own telephones for work purposes.



## **Section 6 Personal equipment - cleaning agents - training**

1. Permanent employees, on expiry of the agreed probationary period, have the right to be provided with work footwear or to be paid footwear allowance. The company can choose whether to make footwear available for employees or to subsidise the purchase of footwear with a one-off payment (paid in arrears), or to pay footwear allowance as a supplement to ordinary hourly wages. Footwear allowance is NOK 700 per annum for employees who work more than ½ man-years, and NOK 350 per annum for those who work less than ½ man-years.
2. The company shall provide cleaners with suitable work clothing, and if required, an ID card. The employee is obliged to use the provided work clothing and ID card. Work clothing, ID card, footwear and protective equipment remains the property of the company unless otherwise expressly agreed.
3. Where the situation requires, rubber boots or other appropriate footwear shall be provided.
4. The employer is obliged to provide thorough training in the use of the relevant cleaning agents, methods and equipment. Cleaning agents must be labelled in accordance with labelling regulations. For cleaners who carry out cleaning according to INSTA 800, training in this particular standard shall be provided. This training shall be documented with a course certificate. The employer must make protective equipment available.

Employees are obliged to use protective equipment where this is mandated.

5. If a new type of equipment is to be purchased, the main safety delegate, and if appropriate the company health service, must be consulted before the decision to purchase is made.
6. All waste containers, due to the risk of contamination, should be fitted with a plastic bag.
7. Vaccines necessary in order to carry out cleaning assignments shall be at the expense of the company.
8. If the employer requires the use of a private mobile telephone for work purposes and this leads to additional expense for the employee, the employer shall cover these costs according to a specific agreement.

## **Section 7 Additional work - overtime work**

1. Overtime comes into effect after:
  - Work lasting more than nine hours per day, or
  - Work lasting more than 37.5 hours per week (respectively 35.5 hours per week for applicable shift arrangements, cf. Appendix 6)
2. Additional work, where the total weekly working hours do not exceed those specified in Section 1, shall be paid at the normal wage rate.
3. Tasks imposed beyond those specified in the cleaning plan and extent of work are considered additional work.

4. For part-time employees, overtime is not accrued before working hours exceed the time that apply to full-time employees.
5. For imposed overtime work, the following supplements are paid in addition to normal wages, cf. Section 2:
  - a) For overtime hours worked: 50 percent
  - b) For overtime work on Sundays and public holidays and the days immediately before these: 100 percent.
  - c) For overtime work after 21.00: 100 percent of the normal wage rate
  - d) For overtime work, according to the tariff regulations, that is notified on the same day and is a minimum of 2 hours, NOK 90 is paid in subsistence allowance, unless the company provides food and drink.

### **Section 8 Night work, work on Sundays and public holidays**

1. For imposed work between 21.00 and 06.00, a wage supplement shall be agreed in each individual circumstance. However, this wage supplement shall be a minimum of NOK 27 per hour.
2. For work on Saturdays that are not bank or public holidays, a supplement of 50% shall be paid after 18.00.
3. For imposed work on Sundays that are not bank or public holidays, a supplement of 75% shall be paid. Cleaners that previously have a more beneficial arrangement shall retain this.
4. For imposed work on 1 January, Maundy Thursday, Good Friday, Easter Sunday and Easter Monday, 1st and 17th May, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, shall be paid in addition to the regular daily rate, 1 hour's hourly rate for each hour worked.
5. For imposed work on Easter Saturday, Christmas Eve, New Year's Eve and Whit Sunday eve, for work after 13.00 shall be paid in addition to the regular daily rate, 1 hour's hourly rate for each hour worked.

### **Section 9 Work assignments outside of regular workplace**

1. When an employee is sent on a work assignment outside of his/her regular workplace and must stay overnight (another municipality or similar): in advance, one of the following arrangements for accommodation and subsistence shall be applied:
  - a) The company shall pay for accommodation and subsistence and wage supplements are waived.
  - b) The employee arranges his/her own accommodation and/or subsistence and a supplement is paid according to standard rates and tariffs.
  - c) Accommodation and subsistence are paid according to receipts.
2. For travel time, ordinary hourly wages are paid. When accommodation is used, payment is only made for the period between 08.00 and 17.00.
3. The employer will pay necessary travel expenses according to receipts.

4. If travel, imposed by the employer, takes place using an employee's own vehicle, remuneration shall be agreed in advance. Unless otherwise agreed, standard tariffs and rates shall apply.

### **Section 10 Holidays**

Holidays shall be in accordance with the Holidays Act. See also Appendix 15 - Holidays etc.

### **Section 11 Wages during sickness absence**

In accordance with the National Insurance Act.

The company is not permitted to discriminate among employees in the company in regard to advance payment of sick pay. Non-discrimination shall apply at the latest from 1 January 2022.

### **Section 12 Leave of absence as a carer**

The company will pay ordinary wages during leave of absence for employees that are granted leave of absence as a carer in accordance with the Working Environment Act Section 12-3, limited to 6G.

### **Section 13 Layoffs**

In the event of full or partial layoffs, reference is made to the Principal Agreement chapter VII. Efforts will be made to implement layoffs such that they cause the least possible disadvantage for employees in relation to unemployment compensation and similar.

For companies in the fishing industry sector, the same layoff deadlines apply to cleaners as for employees in the fishing industry: for layoffs that are only due to a lack of fresh raw materials, three days' notice shall be given, calculated from the end of a working day until the day notification is given.

### **Section 14 Remuneration for 1 and 17 May A-scheme**

Monthly paid and weekly paid cleaners, as remuneration for public holidays and 1 and 17 May, shall receive their regular wages. In other respects, reference is made to Appendix 5.

### **Section 15 General regulations**

- Appendix 1. Working whilst receiving a private sector pension.
- Appendix 2. Information and development fund.
- Appendix 3. Short welfare leaves of absence.
- Appendix 4. Low wage guarantee
- Appendix 5. Remuneration for 1 and 17 May A-scheme.
- Appendix 6. Reduction of working hours from 1 January 1987.
- Appendix 7. Private sector pension scheme (AFP).
- Appendix 8. Occupation as a cleaner.
- Appendix 9. Main cleaning.
- Appendix 10. Wage seniority and compulsory military service.
- Appendix 11. Equal opportunities.
- Appendix 12. Pregnant employees.
- Appendix 13. Older employees and employees with reduced health status

Appendix 14 Permanent adapted work in ordinary companies  
Appendix 15. Holidays etc.  
Appendix 16. Occupational pensions  
Appendix 17. Staffing policies

### **Section 16 Special agreements**

See Principal Agreement chapt. IV.

### **Section 17 Non-unionised companies - tariff revisions**

#### Non-unionised companies. Tariff revisions.

For non-unionised companies that are bound by this tariff agreement via a direct agreement with the Federation (so-called «employment agreements», «supplementary agreements» or «declaratory agreements») where the parties agree to be employed subject to «the tariff agreement in force at any time», the following regulations apply:

These companies are included in tariff revisions between the tariff agreement parties, without termination of the «declaratory agreement».

As a result of the fact that the Federation and the non-unionised companies agree to adhere to the tariff agreement in force at any time, no special negotiations and/or mediation between the Federation and non-unionised companies takes place, as negotiations/mediation between the parties in the tariff agreement also encompass/apply between the Confederation and the non-unionised companies.

When LO/Federation terminates the tariff agreement, non-unionised companies are notified of this via a copy of the termination. This notification is considered a prior termination of the tariff agreement and complies with the Labour Dispute Act's requirements for implementation of lawful work disputes.

The Federation has the right to take members in these companies out in industrial action on notification of collective dismissal and, if applicable, work stoppage in accordance with the deadlines specified in the Principal Agreement Section 3-1 nos. 1, 2 and 4, and at the same time collective dismissal/work stoppage is notified in the main settlement. Any industrial action in non-unionised companies ceases at the same time any industrial action in the principal conflict ends.

When a new agreement has been reached between the parties in the tariff agreement, this applies to the non-unionised companies, without special acceptance.

These regulations are a necessary consequence of the Principal Agreement Section 3-1 no. 3. If the Federation or the company wishes to carry out an independent tariff revision, the «declaratory agreement» must be terminated in accordance with applicable termination regulations.

### **Section 18 Duration, and adjustment regulations**

This tariff agreement comes into force on 1 May 2020 and remains in force until 30 April 2022 and further for 1 - one - year at a time, provided that one of the parties does not terminate it in writing on giving 2 - two - months' notice.

On further revisions to the tariff agreement, updated figures must be used for the number of employees in the various wage levels.

### **Adjustment regulations for 2nd year of agreement**

Before the expiry of the 1st year of the agreement, negotiations shall be conducted between NHO and LO (or the agency authorised by LO) concerning any wage adjustments for the 2nd year of the agreement. The parties agree that negotiations shall be conducted on the basis of the financial situation at the time of negotiations and the prognoses for the 2nd year of the agreement, in addition to price and wage developments in the 1st year of the agreement.

Amendments to the tariff agreement for the 2nd year shall be addressed in the LO representative committee (or the agency authorised by LO) and NHO's representative committee. If the parties cannot reach an agreement, the organisation that has submitted a demand within 14 – fourteen - days after the end of negotiations, can terminate tariff agreements on giving 14 – fourteen - days notice (however, not until expiry before 1 April 2021).

### **Protocol entry:**

1. The parties agree that the tariff agreement from the settlement in 1997 shall apply to the entire company and not to each individual assignment location.
2. In the organisation, a list shall be maintained of the companies and workplaces encompassed by the tariff agreement. The list shall be kept updated and is only for internal use.
3. Unless otherwise agreed, cleaners are considered employees of the cleaning company and not of the workplace where the person is assigned work duties.
4. Employee representatives in the company have the right of access to lists of employees and their workplaces.

If this tariff agreement is deemed to apply to non-unionised workplaces/companies, no employees shall for that reason have their wages or working terms and conditions diminished.

From the point in time where a demand for tariff agreement is made until the time that a final agreement has been entered into, the company cannot carry out reorganisation.

Note:

This regulation has no significance in relation to the company's right to implement necessary changes, rationalisation or similar.

5. The parties support the objective of the Principal Agreement part B. The parties therefore agree to further develop the cooperation between employees, their representatives and management in the individual companies.  
Formalisation of cooperation must be clarified within the individual company.
6. Annual negotiations shall be held concerning the company's need for competence and how in such case arrangements can be made for non-qualified employees to take final qualifications and update their skills, in the event the employee is already qualified. It is an objective that professional training is implemented in all companies that meet the requirements for becoming a training establishment.

Immigrants represent an important resource in the industry. It is important that companies make arrangements for Norwegian language tuition.

Oslo, January 2021

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