

COLLECTIVE AGREEMENT FOR PRIVATE CONSTRUCTION SITES

2022-2024

Agreement
between

Næringslivets Hovedorganisasjon (NHO) and

Byggenæringens Landsforening (BNL) and the
construction companies that are members thereof

on the one side

and

Landsorganisasjonen i Norge (LO) and

Norsk Arbeidsmandsforbund (NAF) and the
relevant branches of the union

on the other side

concerning the execution of construction work

which comes into force on 1st April 2022

*This is a translation of the collective agreement for Private Construction Sites between Norwegian Union of General Workers (NAF) and the Federation of Norwegian Construction Industries (BNL).
The original Norwegian document is the legal basis in case of juridical disputes.*

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Part I

Basic agreement LO – NHO

Part II

Section 1 The scope of the collective bargaining agreement

- (1) This collective bargaining agreement encompasses all construction work, hereunder the construction companies' workshops, carried out by contracting companies that are members of Byggenæringens Landsforening and/or Næringslivets Hovedorganisasjon, where there are agreements in place with Norsk Arbeidsmandsforbund.
- (2) It is premised that the agreement will include all employees (skilled, semi-skilled, unskilled and other employees that work at the construction site, are employed by the construction company, and are necessary to the progress and completion of the project. Where new production methods require new competence or entail a change in operations, these shall nevertheless be deemed to be subject to this collective agreement. The central parties recommend that local parties amend the provisions concerning competence requirements and responsibilities in their internal agreements.
- (3) **Staffing agencies/employment agencies**
This agreement can be applied as a collective bargaining agreement for staffing agencies/employment agencies that employ persons who are hired out and who carry out work in the areas covered by this agreement, cf. Enclosure 17.
- (4) The term construction is for the purposes of this agreement deemed to mean work such as:
 - a) Power generating plants, power transmission plants, dam construction plant, regulation and embankment plant. Oil, gas, wind and wave power plant.
 - b) Railway construction. Sports and athletics construction. Oil bases, oil plant.
 - c) Road construction. (Hereunder main roads in connection with house building). Road maintenance in connection with road service contracts-
 - d) Bridge building. Construction of concrete drilling and production platforms.
 - e) Quay construction in direct connection with and as part of plant otherwise encompassed under this agreement.
 - f) Harbour, mole and dredging work. Concrete breakwaters in the oil sector.
 - g) The construction of docks and ferry terminals.
 - h) Channelling and sluice construction.
 - i) Fortifications.
 - j) Airport construction.
 - k) Construction work in mountains of protective shelters, hangars, garages, storage rooms etc.
 - l) Sewage and waterworks plant. (Hereunder all main pipes for water and sewage and similar pipe installations.) Cleansing and filtering plant construction
 - m) Cable cars and other transport systems.

If the question arises of construction work not described in the above, it is premised that the parties will enter into negotiations relating to this.

(5) Hiring labour/staff, outsourcing and more

The parties agree that it is vital to work to ensure that the branch is recognised as attractive and serious. In cases where own staffing is insufficient, various measures shall

be discussed – hereunder the possibility of increasing the number of own personnel cf. the Basic Agreement Section 9-3. With regard to the terms and conditions for the outsourcing of work and the hiring of personnel and wages and terms for personnel hired from external sources, see Enclosure 17

Section 2 Wages – terms and conditions

- (1) The following guaranteed minimum wage levels for adult workers apply from 1st April 2022:

37.5 hour week	NOK	233.25 per hour
36.5 hour week	NOK	239.64 per hour
35.5 hour week	NOK	246.38 per hour
33.6 hour week	NOK	260.31 per hour

The guaranteed minimum wage consists of basic salary and tariff premium. The basic salary is the guaranteed minimum wage minus the tariff premium.

Where the company's basic salary is higher than the basic salary of the collective agreement, the tariff premium will still be paid in addition.

- (2) Craft certificate premium
 Skilled worker premium of NOK 13.50 per hour. (37,5 h/w)
 Foreign craft certificates approved by NOKUT shall be deemed equivalent to Norwegian craft certificates.
- (3) Crane drivers receive the craft certificate premium when working as crane drivers.
- (4) Gang foreman and rock blaster premium
 In cases where the gang is working under its own supervision, the gang foreman shall have a premium of at least NOK 8.00 per hour (37,5 h/w). The rock blaster shall have a premium of at least NOK 10.00 per hour (37,5 h/w). If the rock blaster is also the gang foreman, he shall also have a premium in accordance with the regulatory rate for the gang foreman.
- (5) Tariff premium
 The tariff premium is NOK 34.05 per hour (37.5 hour per week). The premium is paid regardless of wage type and as an addition to piecework /agreed hourly wage rate. The tariff premium shall not be included in the piecework rates.
- (6) Grant for accommodation quarters operation team
 The company's grant for the accommodation quarters operation team is NOK 50.- per lodging day (24 hours) for those who live at the site and participate in the cookery team.
- (7) Conversion factors
- | | |
|--|--------|
| Working week of 37.5 hour week to working week of 36.5 hour week | 1.0274 |
| Working week of 37.5 hour week to working week of 35.5 hour week | 1.0563 |
| Working week of 37.5 hour week to working week of 33.6 hour week | 1.116 |
| Working week of 36.5 hour week to working week of 37.5 hour week | 0.973 |
| Working week of 36.5 hour week to working week of 35.5 hour week | 1.028 |
| Working week of 36.5 hour week to working week of 33.6 hour week | 1.086 |
| Working week of 35.5 hour week to working week of 37.5 hour week | 0.947 |
| Working week of 35.5 hour week to working week of 36.5 hour week | 0.973 |

Working week of 35.5 hour week to working week of 33.6 hour week	1.057
Working week of 33.6 hour week to working week of 37.5 hour week	0.896
Working week of 33.6 hour week to working week of 36.5 hour week	0.921
Working week of 33.6 hour week to working week of 35.5 hour week	0.946

- (8) Divers/chamber operators
The parties can enter into local agreements on the remuneration of divers. If agreement is not reached, the following regulations apply: Enclosure 18: Divers/chamber operators
- (9) Employees under the age of 18 and employees with reduced ability to work
The agreed rates of remuneration as shown in this agreement to not apply to employees under the age of 18 and employees with reduced ability to work. Wages for these groups of employees shall be stipulated after negotiations between the employer or his representative, the employee concerned and a trade union representative.
- (10) Parental leave
In connection with the local wage negotiations, the company shall also assess employees that are absent on parental leave.
- (11) Compassionate leave
The company shall pay ordinary wages during the leave of absence for employees who are granted compassionate leave in accordance with the WEA Section 12-3.
- (12) Advance payment of sick pay
BNL and NAF recommend that the local parties review the basis for advance sick pay where such advance payment is not standard. The enterprises may not discriminate between employees within the enterprise in connection with the advance payment of sick pay

Section 3 Apprentices

- (1) BNL and NAF agree that it is important to ensure recruiting into the branch. Against this background BNL and NAF recommend that the local partners discuss the arrangements in question such as amongst others support for the acquisition of teaching materials, support for accommodation and support for travel and relocation costs. BNL and NAF therefore recommend that the local parties assess the need for initiatives or measures that serve to increase the mobility of and recruiting of apprentices,
- (2) Apprentices pursuant to the Knowledge Promotion Reform – wages.
Apprentices are paid in accordance with the company's wage system. The basis for calculating wages is the newly qualified skilled worker's earnings in the apprentice's trade in the company.

Wages are:

From 0-6 months	30 %
From 6-12 months	40 %
From 12-18 months	55 %
From 18-24 months	75 %

Charged to the piecework arrangement in the usual way

- (3) 3rd-year apprenticeships in the company are paid according to the following percentage scale:

1.	2.	3.	4.	5.	6.	half-year
30	35	40	45	55	75	percent

- (4) Apprentices in vocational and general educational programmes
During the period when the apprentice is placed with the company, for the first two years pay shall be 30 % of the wage paid to a newly-qualified skilled worker. For the last two years pay shall take into account wealth creation, such that over the full four year period the apprentice works up an annual wage equal to that of a newly-qualified skilled worker.

Advisory table:

1.	2.	3.	4.	half-year
55	55	70	75	percent

Charged to the piecework arrangement in the usual way

- (5) Apprentices who receive 100 % in-house training in the company.
Apprentices who receive 100 % in-house training in the company shall be paid in accordance with the following percentage wage scale:

1.	2.	3.	4.	5.	6.	7.	8.	half-year
30	30	40	40	50	55	55	75	percent

Charged to the piecework arrangement in the usual way

- (6) Practice candidates
In the case of employees who wish to take a skills test or exam pursuant to the Education Act Section 3-5, the company shall pay the costs of teaching materials and sitting for the test or exam.
- (7) Sitting for test/exam and teaching materials
The company shall pay the cost of teaching materials for apprentices. The company shall also pay wages while the apprentice sits for the test/exam.
- (8) Employed adult employees who enter into an apprenticeship contract shall retain their agreed wage.
- (9) School crafts certificate
Employees holding a school craft certificate shall during the first year of employment receive 80 % of the wage of newly-qualified skilled workers in the company.
- (10) Apprentices that fail the craft exam
The training period ends when the apprentice sits for the first time for an apprenticeship certificate / journeyman's certificate or similar.

In cases where the apprentice fails at the first attempt when sitting for an apprenticeship certificate / journeyman's certificate or similar, and causality cannot be attributed to circumstances on the apprentice's side, the company is strongly encouraged to make arrangements for the continuation of necessary training for the apprentice to prepare and sit anew for an apprenticeship certificate / journeyman's certificate etc. In the case of extended training wages shall be paid at the last half-year rate. Refer also to the Education Act.

(11) **Overtime payment**

Overtime work for apprentices over 18 is paid as for unskilled employees in the company. Overtime is not included in the apprenticeship period.

(12) **Supplementary and further education**

The parties in the company should discuss the need for supplementary and further education regularly; see the Basic Agreement Section 18.

Section 4 Piecework

Section 4-1 Piecework

- (1) General construction work is premised to be carried out on the basis of a genuine piecework arrangement or agreed hourly wage. The choice of wage system shall be decided after negotiations between the site management and the individual gang, see Section 4-3.
- (2) In the case of work that may prove unsafe on technical grounds to carry out on piecework based on the requirements for the execution of the tasks for amongst other things safety requirements, agreement can be reached on increased hourly wages.
- (3) Piecework shall, on the basis of internal working circumstances and the employees' qualifications, be distributed as evenly as possible between employees. Piecework shall always be equal for piecework gangs.

Section 4-2 Organising piecework gangs

- (1) The size of the gang shall be determined by the site management after consulting the gang. A piecework gang is led by a gang foreman appointed by the site management after discussions with the gang. Minutes shall be kept of the discussions.

Section 4-3 Wage system and negotiations on rates

- (1) Piecework rates or negotiated hourly wage rates shall be agreed through open negotiations between the site management and a freely elected committee. The foreman shall always sit on the committee.
- (2) The negotiation committee shall be elected from and by the gang. In the case of shift work, or if the work entails the use of several gangs, representatives of all groups shall have the opportunity to participate in the negotiations.
- (3) The gang's negotiator must confer with the gang prior to the final acceptance of the agreement.
- (4) Piecework rates shall be stipulated at the earliest practical opportunity. Unless both parties agree to extend the deadline, piecework rates shall, to the degree this is possible

be agreed 6 days, and at the latest 9 days after work has commenced.

- (5) If agreement is not reached on rates for part or whole of the work, and the employer nonetheless wishes the work to be carried out, work shall be carried out on a “go slow” basis at the minimum wage, see Section 2 (1).

Section 4-4 Piecework agreement

- (1) A written piecework agreement shall always be entered into. The piecework agreement shall include a clear and unambiguous indication of rates, the size of the gang, the type of work, scope and mass, and a description of working methods, technical aids, tools and equipment placed at the disposition of the gang. All parties shall sign the piecework agreement.

Section 4-5 Organisation of piecework

- (1) After stipulation of piecework it is not permitted, unless the work must be brought forward, to adjust the size of the gang unless this is permitted by the piecework agreement or the parties enter into a new agreement on the size of the gang.
- (2) If piecework rates are reduced as result of the extension of the gang, a proportional premium shall be made to the piecework rates. If agreement on piecework rates cannot be reached, the piecework agreement can be cancelled against payment of a proportional settlement for the work thus far carried out.

Section 4-6 Stoppage of piecework

- (1) If piecework for whatever reason must be suspended for a long period of time, either party can demand that the piecework agreement is cancelled against a proportional settlement for the work thus far carried out.
- (2) When changes in work plans make it necessary, or if the work has not been carried out to an acceptable standard, the site management has the right to halt and cancel the piecework agreement against a proportional settlement for the work thus far carried out.
- (3) If the gang foreman is transferred to different work /site, the piecework agreement shall be renegotiated.

Section 4-7 Safety work

- (1) Remuneration for safety work shall be agreed on a case by case basis and shall be shown in the piecework agreement; see Section 4-4 (1).

Section 4-8 Other regulations

- (1) Shift repairmen who participate actively in geological work, shall preferentially be part of a piecework gang. Payments shall in all cases be 100 % of the piecework rate.
- (2) If a crane is part of a piecework arrangement, the crane driver shall, on completion of any trial period, be paid in line with the adult members of the piecework gang. If the crane serves several piecework gangs, the crane driver shall be paid the average of the gangs' piecework rates at the site.
- (3) Other employees directly linked to progress in the piecework arrangement should when possible be remunerated at an agreed percentage of the piecework rate.

- (4) In the case of work in particularly unfavourable work environments that require extraordinary safety measures, negotiations shall be entered into on an additional premium.
- (5) In the case of tunnelling work and work underground, experienced tunnel workers should be used to the degree this is possible.

Section 4-9 Payment of rates

- (1) The tariff premium shall not be included in the piecework rates.
- (2) In the case of piecework, each employee is guaranteed the minimum wage pursuant to Section 2. This shall be paid at 14 day intervals as an advance on full piecework payments.
- (3) Written pay slips shall be issued for the work carried out. Settlement shall be executed on the first payday after completion of the work and the work has been surveyed and approved by the site management. If the survey and approval has not been made available less than 5 days prior to the payday, payment can be postponed to the next payday.
- (4) Part-payments can be agreed if the work takes more than one month.
- (5) If a piecework gang or a single employee leaves and agreed piecework task without valid cause before the task has been completed, only standard advance payment will be paid.

Section 4-10. Disputes

- (1) If a dispute arises concerning measurements or mass in connection with settlement for piecework and agreement cannot be reached through negotiations, control inspections shall be carried out at the earliest opportunity. Control inspections shall be done by two site management representatives and two gang members, of which one should be the gang foreman. The deadline for demanding control inspections or the rectification of faults/errors etc. is 21 days after the initial survey/inspection result was made available or the piecework settlement has been paid.

Section 5 Additional work and halt in work

Section 5-1 Additional work

- (1) Additional work is defined for the purpose of this section as work carried out by the gang in addition to the agreed main piecework while they are engaged in this. This includes such tasks as snow clearing, ice-breaking, water draining/pumping, transport of tools/equipment and materials to the worksite and the laying of tracks and/or other supplementary work.
- (2) The gang shall, when instructed by the site management, carry out such work against additional payment. The parties can however agree that such additional work can be included in the main piecework arrangement. In such case the work shall be included in the piecework agreement.
- (3) Extra work shall preferably be carried out as a special piecework task or at an agreed wage rate.

Section 5-2 Halt in work

- (1) When piecework or regular hourly paid work is halted and employees are not directed to other work, the actual hourly rate shall be paid for the period the employee is idle. This does not however apply if the halt in work is caused by circumstances beyond the company's control when the employee has been given three days prior notice. This period of notice does apply in cases of force majeure.
- (2) Otherwise the rules of the Basic Agreement Chapter VII apply.
- (3) Employees are obliged to carry out all and any work tasks as directed by the management.
- (4) Payment for extra work and payment for the non-work period as described above shall be entered separately in the piecework log, and shall be added to the agreed piecework sum on settlement.

Section 6 Tools and equipment

- (1) The contractor shall supply all necessary tools and equipment etc., transport material and lighting on the work site.
- (2) In the case of work carried out as piecework, the parties may also agree bonus arrangements that encompass the use of ammunition, drill steel, hard metal drills and similar. Such agreements shall be entered into with the piecework gang. If the employer so demands, the gang shall keep all used, including damaged, drill steel and similar in conjunction with the company's right to claim against his supplier.
- (3) All tools and transport materials required to carry out the work shall be supplied to employees at no cost or deduction. Tools, equipment and so forth shall be treated with due care. Tools, equipment and transport materials that have been lost, or the repair of such that is necessary due to proven careless handling, shall be paid by the gang. The current applicable cost of ammunition and other materials shall be notified by posting on notice boards or in the materials log.
- (4) Formwork carpenters and woodworkers who supply their own hand tools in sufficient quantity shall receive compensation for this of NOK 1.30 per logged working hour.
- (5) Tools shall be ready for use and in good order at the commencement of the shift. Set-up of tools necessary to the progress of the work can be carried out during working hours.
- (6) Special attention is drawn to that employees have a duty and obligation to treat machinery, tools and equipment with all due care and attention in order to avoid stoppages in the work.

Section 7 Work clothes/safety/protective equipment

- (1) The company shall supply all necessary work clothes, with company name or logo, and safety footwear (health footwear) of the type suited to the season and work site. Necessary work clothes are defined here as ordinary work clothes, in women's and men's versions where unisex version are not satisfactory, insulated clothes, rain clothes and gloves. It is a condition that the work clothes satisfy relevant HSE requirements, and that this is possible in practice and financially reasonable. Work clothes are the property of the company. Work clothes shall be supplied on commencement of employment. New work clothing items are supplied in exchange for worn out items.
- (2) The employer shall supply helmets /inners and hearing protection (of the type requested by the employee) on loan. Dust protection masks and filters shall be supplied at the request of the employee. Employees are personally responsible for borrowed protective equipment. Other mandatory protective/safety gear/equipment shall be made available to employees.
- (3) Prescription eye protection
Where employees perform work that requires the use of eye protection, the company shall provide prescription eye protection to employees who have a documented need for it, in situations where eye protection worn over ordinary glasses does not provide satisfactory protection. More detailed guidelines for how this is implemented, such cost coverage, duration of work, etc., shall be developed locally.

Section 8 Working hours

- (1) Ordinary working hours shall not exceed an average of 37.5 hours per week. See otherwise the provisions laid down in the Working Environment Act. For information relating to rest periods and leisure time refer to the Working Environment Act Sections 10-9 and 10-8. See Enclosure 11.
- (2) Transport time included in working hours is calculated from spud in.
- (3) In the case of work in open terrain, transport time is calculated from the near-site dining cabin.
- (4) New Year's Eve is a holiday. Refer otherwise to the annual protocol on the distribution of working hours agreed by the parties.
- (5) Working hours arrangements.
If there is interest at the site to introduce working hours arrangements with an average calculation of working hours, BNL and NAF may enter into an agreement on this at the individual site on the basis of the provision laid down in the Working Environment Act Section 10-12.

Section 9 Overtime work, shift work, staggered working hours, night work and working week including Saturday and days before public holidays

Section 9-1 Overtime work

- (1) Overtime work shall only be worked to the degree that rational operation or specialist employees' skills are necessary. Refer otherwise to the provisions of the Working Environment Act concerning overtime work.
- (2) The company management shall provide the employees' elected representatives access to overtime lists if the representatives so request, see the Working Environment Act Section 10-7.
- (3) Work on the 5 first working days of the week after ordinary working hours and until 21.00 shall be remunerated with 50 % overtime pay.
- (4) The overtime rate after 21.00 shall be 100 %. Employees ordered to work overtime after 21.00 shall be paid a minimum of 1 hour even if the period worked is less than this.
- (5) **Work on Saturdays and days before Sundays or public / bank holidays.**
In cases where working hours arrangements are so scheduled that Saturday is an ordinary workday, day workers shall be paid after 12.00 and shift workers shall be paid after 14.00 on Saturdays with a premium of 100 % per hour. The same premium shall be paid for work after the end of ordinary working hours on days prior to public / bank holidays and for work on Sundays and public / bank holidays.
- (6) **Working week including days off**
When work distribution is arranged such that days off are allotted, employees that should have been off work on such days but who have been ordered to work, shall be paid a premium of 50 % until 12.00 on Saturdays and until 16.00 on other weekdays and thereafter a premium of 100 %.
- (7) **Overtime for shift workers**
Shift workers who work overtime before or after a shift shall be paid a premium of 50 %. For overtime work after 21.00, on Saturdays after 14.00, on days before public holidays after the end of ordinary working hours and on Sundays and bank holidays shall be paid a premium 100 %. No shift premium is paid for overtime work.
- (8) **Subsistence payments**
When an employee is ordered to work at least 2 hours overtime on the same day, the company shall arrange for a main meal or other subsistence. In the alternative, local negotiations can be held to establish a fixed sum, but this shall not be less than NOK 96.00. In the case of overtime work that will exceed 5 hours, it is premised that the site management makes arrangements for additional subsistence or in the alternative that a sum is agreed to cover meal costs.
- (9) **The basis**
The basis for calculating compensation for overtime and compensation for staggered working hours:
 - a. 37.5 hour week NOK 329.56
 - b. 36.5 hour week NOK 338.57
 - c. 35.5 hour week NOK 348.10
 - d. 33.6 hour week NOK 388.07

- (10) Pursuant to the site agreement's regulations governing overtime, the rate for compensation for overtime is adjusted with the percentage change in hourly wages excluding the overtime compensation in SSB's statistics for construction sites in NHO's member companies, calculated on the figures from the previous to the following year.

Section 9-2 Shift work

- (1) A NOK premium shall be paid for regular shift work as follows:

2nd shift:

36,5 h/w:	NOK 47.00
35,5 h/w:	NOK 48.33
33,6 h/w:	NOK 51.06

Shift work between 24.00 and 06.00 shall be paid as follows:

36,5 h/w:	NOK 73.36
35,5 h/w:	NOK 75.42
33,6 h/w:	NOK 79.69

During the period from 14.00 on the day before Sundays or public / bank holidays and until 22.00 on the Sunday or bank or public holiday in question payment shall be:

36,5 h/w:	NOK 178.77
35,5 h/w:	NOK 183.80
33,6 h/w:	NOK 194.19

- (2) The term working week of "scheduled shift work" is defined as shift work that does not total more than 6 normal working days and where the shift is within this time framework and does not exceed the period of time stipulated in the Working Environment Act. Other shift work is paid as overtime.
- (3) In the case of the use of working hours arrangements where the 24-hour day is split into two shifts instead of the standard three shifts, the premium for shift work applies during the time period 15.00 - 07.00 with a shift start of 07.00. If the shift starts at 06.00, the shift premium shall apply for the period 14.00 - 06.00.

Section 9-3 Staggered working hours

- (1) In the case of staggered working hours the first two hours are compensated with a premium of 30 % per hour, and for the remaining hours a premium of 50 % per hour. The basis for the calculation is the same as for overtime (see the basis under overtime)

Section 9-4 Night work

- (1) In the case of work carried out only at night, negotiations shall be entered into on a special premium.

Section 10 Payment of wages

- (1) Monthly wage payment should be practiced unless the involved parties agree otherwise. An agreement can be entered into for an on account payment for the wage earning period, see the Basic Agreement Section 11-1.
- (2) Apart from deductions resulting from legislation, no deductions can be made from advance wage payments other than for on-site living accommodation, see the WEA Section 14-15 or separate written agreement.

Section 11 Employment and dismissal

- (1) Refer to the WEA and Basic Agreement.

Section 12 Skills development

The future competitive ability of the construction industry will largely be reliant on adapting to new technology, as well as on the knowledge and competence of its workers. The parties in companies should regularly discuss the need for supplementary and further education, cf. Chapter XVIII of the Basic Agreement.

With the aim of employees becoming qualified to take on new tasks and meeting the companies' future needs, the parties agree:

- to make the necessary arrangements so that more companies are able to take on apprentices. The company and elected representatives shall discuss the need to take on apprentices.
- to strive to ensure that the scheme where candidates can sit for trade and journeyman's certificates pursuant to Section 3-5 of the Education Act – the “experience-based trade certification” scheme – is continued.
- to ensure that all employees affected by new technology receive the necessary training. The nature and scope of this training shall be discussed between the parties in each individual case, cf. Ch. V of the Supplemental Agreement to the Basic Agreement. Training within the individual employee's regular working hours shall take place without loss of profit.
- that the company and elected representatives shall discuss general training for the purpose of increasing the competence level of the company's employees. The parties shall discuss efficient and flexible approaches to training, including the use of digital training, where appropriate.
- that the company and elected representatives shall hold annual discussions on whether there is a skills and expertise gap relevant to the company's requirements for skills and expertise and, if so, what arrangements can be put in place to enable employees to sit for a trade/journeyman's certificate or pursue further and continuing education. These discussions shall be based on the company's and the individual employee's needs and wishes for increased skills and expertise. It should be an objective that all companies that

qualify as training establishments are expected to make every effort to provide vocational training.

- to make arrangements for competence-building measures through "Den digitale fagarbeider" or other relevant programmes of further or continuing education, insofar as this does not negatively affect the employer's operational and personnel planning. It is a condition that the education must increase the company's and the individual employee's productivity and adaptability to change. The employee and employer shall establish separate agreements for any such measures.

In provide incentive and opportunity for further and continuing education, the employer and employee may agree to make competence-building measures, as mentioned above, up to 7.5 hours per year, paid at the ordinary salary rate. It is a condition for being granted paid competence-building that the employee has an intention of completing the programme and puts in any necessary additional effort in their free time. Other criteria may be agreed locally.

- that the central and local parties are expected to make arrangements to ensure that migrant workers who have found employment in this country and who aim to become part of the Norwegian labour market, have an opportunity to improve their basic language skills, as well as their knowledge of our safety standards and work culture.
- that the company and elected representatives shall discuss how best to make use of the competence of senior employees in connection with training.

Section 13 Health, environment and safety

- (1) Training
Employees shall be trained in the use of safety and protective equipment, see Enclosure 7.
- (2) Following up
The employer shall ensure that there is systematic following up of and adherence to all relevant legislation on health, environment and safety. In connection with this the parties shall actively engage in work to encourage companies with less than 10 employees to have a safety representative, see Enclosure 7.
- (3) Pregnant employees.
Where transfer to other work is a viable option, pregnant employees have the right to be transferred to other work in the company during pregnancy, if their work may be harmful to the unborn child or the employee. Such transfers shall, if possible, also be practiced if the pregnancy makes the execution of work difficult. In the case of a temporary transfer to other work wages shall not be reduced.

Section 14 Accommodation rigs

- (1) For employees that do not have their domicile within a reasonable distance from the work site, the company shall establish an accommodation rig that shall be kept up to a good standard. This includes thorough cleaning of the room when exchanging occupants.
- (2) The accommodation rig should be situated close to the work site in order to avoid transport between the rig and the work site. If transport is unavoidable, the employer shall pay the cost or in the alternative pay a sum for the use of own transport between the accommodation rig and work place. Where the travelling distance between the accommodation rig and the work place is more than 12 km, a local agreement shall be entered into between the company's management and the elected representatives on compensation for the inconvenience of long journeys. When the rig is to be sited one shall nonetheless take into consideration that it should be situated such that the occupants are as well protected as possible from dust and noise nuisance from plant machinery and similar.
- (3) One must also make every effort to ensure that the rig is constructed such that nuisance motor noise from the kitchen, freezers, refrigerators and storerooms is reduced to an absolute minimum in the dwelling unit, see Enclosure 6.

Section 15 Holidays

- (1) Holidays are in accordance with the Holidays Act. See Enclosure 14.

Section 16 Travel

Section 16-1 When overnight stays are necessary

- (1) When an employee is ordered to a different work place than that at which he is working by the employer, he/she shall be compensated against receipts for the cost of necessary travel using the agreed means of transport. In the case of use of own vehicle, a rate per driven kilometre shall be agreed locally. Travel time is paid at the ordinary hourly wage rate without overtime premium. When sleeping accommodation is used only the hours within normal working hours shall be paid.
- (2) During travel on Saturdays and public holidays shall be paid for the same number of hours as for other days. Subsistence during travel is compensated against receipts.
- (3) In connection with travel home and return to the work site, the work site shall pay travel costs for the round trip minus NOK 100.- for up to 22 times per annum. Travel home shall be scheduled for time off in lieu in accordance with the shift plan/rotation plan. At work sites with other arrangements for working hours, other arrangements can be agreed locally.
- (4) This clause covers domestic travel home. Travel in addition to this shall be agreed locally.
- (5) Costs are calculated in accordance with the cheapest or otherwise agreed means of

transport.

- (6) Necessary accommodation/subsistence cost to be reimbursed against receipts.
- (7) The employee must hand in his or her travel expenses at the earliest opportunity and at the latest 4 weeks after travel. Payment to be executed at the earliest opportunity.
- (8) Travel to and from the work place, the closest public transport link, is reimbursed at NOK 2.40 per km for the use of own vehicle. If the employer cannot arrange transport so that taxis must be used, the cost will be reimbursed against receipts.
- (9) If the employee wishes to use his/her own vehicle for travel home, this will be compensated at NOK 2.40 per km. Any ferry or toll charges will also be reimbursed.
- (10) Air travel can be used for longer journeys. This must however be cleared with the site management in advance on the basis of an assessment of the length of the journey and time usage for alternative means of transport on a case by case basis.
- (11) Employees who wish to travel to a different starting point, have the right to remuneration as described above up to the amount the journey to the starting point would have cost plus return travel minus NOK 100.- per occurrence.
- (12) Remunerations are paid together with the ordinary wage payment.

Section 16-2 When overnight stays are unnecessary

- (1) Compensation for daily travel from home to workplace
Daily compensation shall be paid for non-productive time, travel time and travel costs for travel between home and the work place.
Employees who live closer to the work place than 7.5 km do not receive compensation for non-productive time, travel time and travel expenses.
- (2) When employees arrange own transport:
 - a) For distances from 7.5 to 15 km: NOK 108.20
 - b) For distances from 15 to 30 km: NOK 179.20
 - c) For distances from 30 to 45 km: NOK 210.50
 - d) For distances from 45 to 60 km: NOK 241.00
- (3) Young employees and apprentices
Young employees and apprentices are paid a reduced compensation equal to 85 % of the above rates.
- (4) When the employer arranges transport:
When the employer places a suitable means of transport at the disposition of employees the following rates apply for the driver and accompanying passengers:
 - a) For distances from 7.5 to 15 km: NOK 65.00
 - b) For distances from 15 to 30 km: NOK 108.90
 - c) For distances from 30 to 45 km: NOK 130.10
 - d) For distances from 45 to 60 km: NOK 151.80
- (5) Young employees and apprentices
For young employees and apprentices are paid a reduced compensation equal to 70 % of

the above rates.

- (6) To the degree this is practical and possible the parties shall make every effort to ensure that employees use public or other environmentally friendly means of transport. Arrangements shall be agreed between the company and the elected representatives on a project to project basis. The company shall pay the actual costs, and in addition to these the rates in Section 16-2 No. 4 shall also apply.
- (7) Local arrangements
Any improved local arrangements shall be paid in accordance with the rates in 1 and 2.
- (8) Agreement with driver
The company's management and the elected representatives can enter into other arrangements for the driver pursuant to Section 16-2 (4), when the employer supplies a service vehicle/means of transport for free use.

General terms and conditions

- (1) Travel time and non-productive time falls outside working hours.
- (2) Paid travel remuneration/ pursuant to the rules in Section 16-2 is classed as wages and is included in the calculation basis when calculating holiday pay.
- (3) Remuneration/compensation is paid out together with ordinary wages.
- (4) Daily commuting in excess of 60 km each way is not recommended. If accommodation cannot be arranged for practical reasons, the company and the elected representatives can agree on special arrangements for day commuting over 60 km. On entering into such agreements due care shall be taken that the health and safety of the employees are duly protected and that travelling time is not excessive.
- (5) Any toll charges and ferry tickets shall be refunded by the company in their entirety if the travel distance exceeds 7.5 km. This applies to toll charges and ferry tickets at the rate for passenger cars (under 3,500 kg.)

Comments to the regulations

- (1) The employee arranges transport
The company cannot order employees to use their own vehicles. Section 16-2 (2) includes fixed rates that apply when the employee arranges his or her own transport.
- (2) Agreed muster point
The regulation in Section 16-2 (4) does not apply when the company arranges transport from the agreed muster point and to the workplace. Employees arrange for transport to the muster point. The allowance from the muster point to be agreed between the company and the elected representatives. The allowance should take into consideration how many employees make their own transport arrangements, and should lie between the rates in Section 16-2 (2) and Section 16-2 (4). If not otherwise agreed it is premised that the arrangement does not result in longer travel periods or travel route for the individual employee.
- (3) Permanent employment at the company's workshops and similar.
No compensation is paid when employees work permanently at the company's workshops, stores or other locations at the company's own facilities.

- (4) Employment at the Principal's facilities of more than two years.
In the case of maintenance work, decorating work and repair work and other work of this type carried out at the Principal's facilities (workshops, factory, shipyards and similar), no compensation is paid when employees have a written work contract of at least two years length. It is premised that agreements already entered into shall be honoured.
- (5) Mustering/signing off at the site
When employees muster at the site and the working day ends at the company's workshops and similar, half the amounts stipulated in Section 16-2 (2) and (4) shall be paid. The same applies when employees muster at the company's workshops and the working day ends at the site. Travel between workshops, stores and so forth and the site is thus in working hours and the question of payment is not governed under Section 16-2 of the agreement, which only covers travel outside working hours.

Section 16-3 Work outside national boundaries

- (1) Prior to the company sending employees to work abroad, written agreements shall be signed for arrangements that covering: Travel, accommodation, insurances, transport home in case of illness or injury, wages and working terms and conditions, leave of absence and so forth.

Section 17. Equality

Section 17-1 Equality and non-discrimination

NAF and BNL agree that strategic initiatives to increase diversity and equality will be important to improve company recruitment. The companies' social responsibility in this area may increase support among employees. This will, in turn, contribute to companies becoming more competitive and adjusting to the market. Reference is also made to Supplemental Agreement II to the Basic Agreement – Framework agreement on equality between women and men in working life.

The parties shall, through collaboration, information and discussion, promote equality and prevent discrimination on the basis of sex, pregnancy, leave in connection with birth or adoption, care tasks, ethnicity, religion, life stances, functional impairment, sexual orientation, gender identity and expression, or any combination of these. The parties shall furthermore seek to prevent harassment, sexual harassment and gender-based violence. The parties emphasise the importance of older employees and employees with health problems being able to continue working until the ordinary retirement age.

The employee is responsible for the company's mandatory equality work, but both parties have a responsibility for taking initiative in matters concerning equality. In cases where the parties are not negotiating an agreement pursuant to the Basic Agreement, equality work shall be an integral part of the established system for collaboration, information and discussion in the company.

Reference is also made to Section 17-3 on equal pay, Shared Appendix 13, and Supplemental Agreement II of the Basic Agreement – Framework agreement on equality between women and men in working life.

Section 17-2 Senior employees and employees with health problems

NAV and BNL agree, both centrally and locally, to work to promote personnel policies where senior employees and employees with health problems are able to continue working until ordinary retirement age.

The parties at each company are expected to discuss the work situation for senior employees and employees with health problems. One should especially take into consideration heavy lifting, shift work, overtime, travel and dirty work, as these types of work may be especially burdensome on some employees. For that reason, senior employees and employees with health problems should, if possible and in accordance with a medical assessment or at the employee's own request, be exempt from these types of work.

Individual agreements may be made with senior employees and employees with health problems to regulate tasks, breaks, part-time work, etc. between the individual employee and the company.

Section 17-3 Equal pay

The parties agree that women and men, in accordance with the provisions of the Collective Agreement for Private Construction Sites, and under otherwise equal conditions, shall be considered on equal terms, in terms of both earnings and competence. In connection with local negotiations, the parties may therefore review the salaries of women and men and evaluate the cause of any salary differences, cf. the provisions of the Equality and Anti-Discrimination Act.

In companies with a statutory obligation to perform a gender pay gap review every other year, the elected representatives shall be included in the planning and evaluation of the pay gap review.

Section 17-4 Immigrants

In the past 30 years, Norwegian society has evolved into a multicultural society, with immigrants from a wide range of countries on different continents. Unfortunately, some immigrants are unable to enter the regular labour market and have to rely on public support. This is a trend that is detrimental to immigrants, as well as companies and society in general. The parties recommend working with authorities to consider various measures that may help immigrants enter – and participate in – the Norwegian labour market. In this context, NAF and NBL point out that the training provided to immigrants must meet the needs of companies and provide a good introduction to Norwegian corporate culture.

The parties agree that both central and local measures are needed to encourage more immigrants to find employment in the construction sector. Therefore, the local parties should discuss relevant problems related to the recruitment of immigrants, such as practical adaptations and matters relating to attitudes and impressions.

The central and local parties are expected to make arrangements to ensure that migrant workers who have found employment in this country, and who aim to become part of the Norwegian labour market, have an opportunity to improve their basic language skills, as well as their knowledge of our safety standards and work culture.

Section 18 Accommodation rig service

- (1) An accommodation rig crew shall be employed by the company after consultations with the cooks' elected representatives. Doctors certificates must be obtained prior to hiring.
- (2) The accommodation rig crew are paid monthly and ordinary working hours shall not exceed 37.5 hours per week and 162.5 hours per calendar month. In the case of two-shift work 36.5 hours per week and 158 hours per calendar month. In the case of working hours arrangements where work is done on every third Sunday at a minimum, working hours shall be 35.5 hours per week and 154 hours per calendar month.
- (3) The site management shall, in consultations with the accommodation rig crews elected representatives and in consultation with the accommodation rig manager, arrange working hours such that the above-mentioned working hours arrangements are adhered to. If for practical reasons it is not possible to establish a shift plan within the framework of an average calculation of weekly working hours over a 4 week period, local negotiations shall be entered into to arrange either for temporary assistance or payment for the number of overtime hours worked.
- (4) In cases when the cook must remain at the work place at all times, meal breaks shall be deemed to be included in working hours, see the Working Environment Act Section 10-9 No. 1.
- (5) The accommodation rig crew shall have a consecutive break (working week day off) of at least 36 hours, and such that a full 24-hour calendar day is included. This break shall preferably be arranged for Sunday and at least every other Sunday.
- (6) In the case of work on Sundays or public (bank) holidays pursuant to the work schedule, employees shall have a minimum payment of NOK 500.- per day.
- (7) Accommodation rig crews that have to work on days off pursuant to the prepared work schedule shall have one extra day's pay. In the case of absence through illness where a replacement cannot be found, wages shall be paid for the remaining crew as for days off.
- (8) When the accommodation rig carry out accumulation hours work in connection with bank/public holidays, the accommodation rig crews' monthly wages shall not be reduced.
- (9) For extra work in connection with closing down and start-up for the Christmas , Easter and joint holiday periods or other longer halts in work, the accommodation rig crews that carry out the work shall be paid compensation of NOK 450.- per day for one day after the work is finished and NOK 450.- for one day prior to commencement of the work.
- (10) 1st and 17th May plus New Year's Day, Maundy Thursday, Good Friday, Easter Saturday, Sunday and Monday, Ascension Day, Whit Sunday and Monday and Christmas Eve and Christmas Day are public (bank) holidays.
- (11) If work is ordered on the above-mentioned days a premium shall be paid of 100 % in

addition to any shift premium.

- (12) From 1st April 2022 the following guaranteed minimum wage rates apply for the accommodation rig crew:
- | | |
|----------------------------------|-------------------------|
| Leading cook | NOK 30,502.33 per month |
| Assistant cook / cleaner | NOK 28,246.25 per month |
| The craft certificate premium is | NOK 13.50 per hour |
- (13) Wages shall be agreed through negotiations between the company and the elected representatives on commencement of new projects, but at least once annually.
- (14) Compensation for overtime work and shift work shall be paid in accordance with the regulations in Section 9, and the basis for calculation is the employee's individual hourly wage arrived at by dividing the monthly wage by the hours worked monthly under point 2.
- (15) The number of meal days per kitchen staff should not normally exceed 25 persons. When hiring staff one should take into account the size of the accommodation and shift work.
- (16) In cases where there is a wish for alternative arrangements and the on-site parties cannot agree, the matter can be placed before the organisations.
- (17) Duties incumbent on the accommodation rig crew in addition to meal preparation are daily cleaning in accordance with the accommodation rig house rules. Cleaning encompasses the kitchen and dining areas. It is premised that the work can be carried out without causing undesirable stoppages in kitchen work.
- (18) Main cleaning of the dining area during normal day hours, the crew room, corridors, rest rooms, washing and drying rooms (both sections) shall be done by separately employed cleaners.
- (19) The accommodation rig crew can, in the case of small sites with less than 25 persons, enter into local agreements on general cleaning services.
- (20) In cases where the cooks have to serve meals to occasional day or overnight stay guests outside normal mealtimes, extra pay shall be agreed for this service in the individual accommodation rig crews. The extra payment shall be paid by the individual guest or his/her principal.
- (21) The following clauses in this agreement also apply to the accommodation rig crew:
- | | |
|------------|--------------------------------------|
| Section 1 | Scope of the tariff agreement |
| Section 8 | Working hours |
| Section 9 | Overtime and shift work |
| Section 10 | Wage payment |
| Section 11 | Dismissal |
| Section 12 | Development of skills and competence |
| Section 14 | The accommodation rig |
| Section 15 | Holidays |
| Section 16 | Travel |

Section 18	Accommodation rig crews
Section 20	Term of validity
Enclosure 1	Early retirement pension supplement (“sliterordningen”)
Enclosure 2	Information and development fund
Enclosure 3	Short compassionate leave. (Calculated using hourly wage rates)
Enclosure 6	Housing, accommodation rigs, lodgings and personnel rooms
Enclosure 7	Framework agreement on basic training in safety and environmental work on site
Enclosure 8	Company service pension
Enclosure 9	Contractual pension (AFP)
Enclosure 10	Wage seniority on initial military service
Enclosure 11	Working hours reductions per 01.01.1987
Enclosure 12	Overtime
Enclosure 13	Equality
Enclosure 14	Elder employees and employees med reduced health
Enclosure 15	Immigrants
Enclosure 14	Holidays and more
Enclosure 15	Framework agreement on working hours arrangements
Enclosure 16	Framework agreement for working hours adjustment arrangements on shore

(22) Otherwise the terms and conditions of the Site Agreement do not apply.

(23) Comments:

Section 14, points 1 and 2 apply at all sites. Otherwise, Section 14 only applies at sites where the accommodation rig crew are organised under the umbrella of Norsk Arbeidsmandsforbund and where the union demands collective a bargaining agreement for these.

Section 19 Non-union companies – tariff revisions

- (1) For non-union companies that are bound by this agreement through direct agreements with a union (so-called “*affiliated agreements*” “*direct agreements*” or “*declared agreements*”), where the parties have agreed to subscribe to “*the agreement in place at any one time*”, the following applies:
- (2) These companies are encompassed under tariff revisions between the parties without the “*declaration agreement*” being cancelled.
- (3) As a result of that the union and the non-union companies agree to subscribe to the agreement in place at any one time, no separate negotiations and/or arbitration is held between the union and the non-union companies, in that negotiations/arbitration between the parties to the agreement also apply to the union and the non-union companies.
- (4) When LO/the union cancels an agreement the non-union companies are notified of this with a copy of the cancellation. This notice is deemed to be prior notice of the cancelation of the tariff agreement and meets with the requirements of the Act on Labour Disputes for initiation of lawful labour conflicts.
- (5) The union has the right to take members employed in these companies out in connection

with labour disputes by issuing a notice to cease work and if applicable vacation of the workplace pursuant to the terms of the Basic Agreements Section 3-1 No. 1, 2 and No 4, simultaneously with notice to cease work/ vacation of workplaces in the main settlement. Any labour dispute in non-union companies shall cease simultaneously with the cessation of the dispute under the main conflict.

- (6) When an agreement has been entered into between the parties to the agreement, this also applies to the non-union companies without the need for adoption.
- (7) These terms and conditions are a necessary consequence of the Basic Agreement Section 3-1 No. 3.
- (8) If the union or the company wishes to carry out an independent tariff revision, the “*declaration agreement*” must be cancelled pursuant to the applicable rules for cancellation.

Section 20 Term of agreement

- (1) This agreement comes into force on 1st April 2022 and applies until 31st March 2024 and then for periods 1 – one – year at a time if neither party gives written notice of cancellation with two months advance notice.
- (2) Regulatory rules for the second year of the agreement
Prior to the expiry of the 1st year of the agreement negotiations shall be opened between NHO and LO, or the organ authorised by LO, on any wage adjustments for the 2nd year of the agreement. The parties agree that negotiations shall be based on the economic situation at the time and the prospects for year two of the agreement and also the developments in prices and wages in year one of the agreement.

Changes in the tariff agreement for the second year of the agreement considered by LO’s Representative Body, or the organ authorised by LO, and NHO’s Representative Body

If the parties fail to reach agreement, the organisation that tabled the demand can, within 14 – fourteen – days after negotiations were closed, cancel the individual tariff agreements by giving 14 – fourteen – days notice (but not prior to the expiry date in of 1st April 2023).

Protocols:

Both parties shall provide the other party with notification on new plant construction as soon as they are aware that these are under planning. When the employer provides such notice this shall include the location of the planned plant, estimated date of commencement of the work, the labour force required, estimated construction time, whether accommodation quarters will be placed at the site and the location of the site relative to other buildings in the area.

Enclosures

The following enclosures apply to this agreement:

- Enclosure 1 Early retirement pension supplement (“sliterordningen”)
- Enclosure 2 Information and development fund
- Enclosure 3 Short periods of compassionate leave
- Enclosure 4 Compensation for bank holidays and 1st and 17th May arrangement
- Enclosure 5 Wage systems
- Enclosure 6 Housing, accommodation rigs, lodgings and personnel rooms
- Enclosure 7 Framework agreement on basic training in safety and environmental work on site
- Enclosure 8 Company service pension
- Enclosure 9 Contractual pension (AFP)
- Enclosure 10 Wage seniority on military initial military service
- Enclosure 11 Working hours reductions per 01.01.1987
- Enclosure 12 Overtime
- Enclosure 13 Equality
- Enclosure 14 Holidays and more
- Enclosure 15 Framework agreement on working hours arrangements
- Enclosure 16 Framework agreement for working hour transposition arrangements on shore
- Enclosure 17 Outsourcing of work, external hiring and employees in employment agencies encompassed under the Agreement for Private Sites
- Enclosure 18 Divers/Chamber operators
- Enclosure 19 Permanent work adjustment (VTO)

Oslo, May 2022

Jon Claudi /s/
Næringslivets Hovedorganisasjon

Siri Bergh /s/
Byggenæringens Landsforening

Geir Høibråten /s/
Landsorganisasjonen i Norge

Anita Johansen /s/
Norsk Arbeidsmandsforbund

The following enclosures are only available in Norwegian:

- Enclosure 1 Early retirement pension supplement "Sliterordningen"
- Enclosure 2 Information and development fund
- Enclosure 5 Wage systems
- Enclosure 7 Framework agreement on basic training in safety and environmental work on site
- Enclosure 8 Company service pension
- Enclosure 9 Contractual pension (AFP)
- Enclosure 10 Wage seniority on initial military service
- Enclosure 12 Overtime
- Enclosure 13 Equality
- Enclosure 21 Permanent work adjustment (VTO)

The remainder are included in numerical order after this page.

**AGREEMENT ON SHORT COMPASSIONATE LEAVE
OF 1972 WITH AMENDMENTS IN 1976, 1982, 1990, 1992, 1998, 2002, 2006, 2010 and
2012**

In accordance with the National Mediator's proposal of 1972 concerning equality between hourly-paid workers and staff with regard to short periods of compassionate leave, all companies shall enter into an agreement on such leave.

The agreement shall as the minimum encompass all the following types of compassionate leave:

1. Leave in the case of death and to attend funerals of or for close relatives.

Close family is defined as persons that are closely related to the employee, such as spouse/cohabitant, children, siblings, parents, parents in law, grandparents or grandchildren. Leave to attend funerals of employees so that the employees in the deceased's department are represented.

2. Leave to attend medical examinations, treatment or after care checks by dentists or physicians and treatment by physiotherapists or chiropractors when the welfare system provides grants for the treatment. This concerns cases where it is not possible to get an appointment outside working hours. In some cases employees will also have to undertake long journeys. Such cases are not included under the regulations, which cover only short leave of absence. Further, employees in the case of the last-mentioned will in the majority of cases be on sick leave.
3. Leave for the remainder of the working day in cases where an employee who has become ill must leave the work place.
4. Leave to accompany children on the first day of kindergarten and/or the first day of school.
5. Women who breastfeed children have the right to the required period of time she needs for this and at the minimum 30 minutes twice daily or in the alternative a reduction in working hours of up to 1 hour daily. Payment for this is limited to 1 maximum hour daily and the arrangement ends on the child's first birthday.
6. Leave due to a serious illness in the home.

In the case of serious illness in the home this is provisional on that other help is not available and the employee's presence in the home is absolutely necessary. The arrangement is for short compassionate leave in order that the employee can make alternative arrangements.

7. Leave for spouse/cohabitant when this is necessary in connection with the birth of child at home or on admission to a hospital.
8. Leave when moving to a new permanent dwelling.
9. Leave in connection with blood donation if it is difficult to arrange for this outside working hours.

10. Leave to attend one's own child's/children's confirmation.
11. Leave when parents are summoned to attend a meeting at the school and this cannot be arranged outside working hours. Leave is limited for up to two hours.
12. Leave to attend the conscription board.

A cohabitant is defined as a person who has shared the same dwelling as the employee for at least two years, and has been registered in the Register of Person at the same address as the employee throughout the same period.

The parties at the individual company can enter into agreement on guidelines for the application and practice of the arrangement.

Short compassionate leave pursuant to the above is defined as leave of absence for the necessary period of time, up to one day, with ordinary wages paid.

Requests for compassionate leave

Requests for compassionate leave shall be handed to the employee's immediate superior using the stipulated form and at the earliest opportunity. If the request cannot be submitted in advance, the immediate superior must be notified without delay and the form handed in as soon as possible.

It is premised that employees shall receive a reply to the request at the earliest opportunity.

Payments for compassionate leave of absence

Rates are regulated by the percentage change in hourly wage rates excluding overtime premium in the SSB statistics for sites/plant in NHO's member companies, calculated from the previous year.

The rates from 1st April 2022 are for:

1. ADULT EMPLOYEES

37.5 hour week	NOK 335.75
36.5 hour week	NOK 344.95
35.5 hour week	NOK 354.65
33,6 hour week	NOK 374.70

2. YOUNG EMPLOYEES AND APPRENTICES.

Payment is the average of the hourly wage for the employee in question. Payment is upwardly limited to hourly rates for adult employees.

Agreements previously entered into

It is premised that existing company agreements on compassionate leave that are equal to or provide better terms than the above shall remain in force. Refer to the format prepared by the parties for the application form for short compassionate leave.

ooOoo

APPLICATION FORM FOR COMPASSIONATE LEAVE

The undersigned

herewith requests compassionate leave

_____ day on _____

from _____ to _____

The reason for the application is:

(enter full details of the reason for the application pursuant to Enclosure 3 to the agreement)

The leave requested above is granted with the right to pay during the period of absence pursuant to Enclosure 3 to the agreement.

Employee

PHYSICIAN'S/DENTIST'S ATTESTATION

PAYMENT FOR PUBLIC/BANK HOLIDAYS AND 1ST AND 17TH MAY

**A-Arrangement
Last revised in 2020**

Instead of earned wages, weekly, hourly or piecework paid employees who are not at work on the days described below shall be paid in accordance with the following rules:

I. Payment.

1. Wages are paid for 1st and 17th May plus New Year's Day, Maundy Thursday, Good Friday, Easter Saturday, Sunday and Monday, Ascension Day, Whit Sunday and Monday and Christmas Eve and Christmas Day when these days fall on weekdays that pursuant to the work arrangements in the company would otherwise be ordinary workdays.

The wages shall also be paid when public / bank holidays and 1st and 17th May fall within the period when employees are on holiday or have been laid off due to a halt in operations.

2. Pursuant to Section 3 in the Act on 1st and 17th May of 26. April 1947 the organisations have agreed that the rates for 1st and 17th May shall be co-ordinated with the rates for moveable public/bank holidays.

In the individual companies payment to adult employees for moveable public/bank holidays and payment for 1st and 17th May shall be stipulated on the basis of a group calculation method unless the parties agree to stipulate the same company's average hourly wage rate for all employees. These regulations do not prevent the parties at the company agreeing on a different payment arrangement.

3. For the moveable public/bank holidays in the Christmas and New Year period the previous 3rd quarter shall be used as the calculation period; for the other moveable public/bank holidays and for 1st and 17th May the previous 4th quarter shall be used.

If within the area of agreement general pay increases are awarded in the period after the calculation period, these shall be added on pay out.

These regulations do not prevent the parties at the company agreeing on a different calculation period.

4. Payment is executed for the number of hours that represent normal working hours on the day in question.

Payment is reduced proportionally if pursuant to the current valid work arrangements the company is working reduced hours on the weekday in question. A deduction shall be made from payment for unemployment benefit or similar the employee will receive in payment for the day in question from the employer or a public or private body that is in whole or part financed by mandatory contributions from the employer.

5. For young employees and apprentices, payment is stipulated as equal to the average hourly wage in the company for these employees as a group, unless the parties agree on a different calculation model.
6. In the case of employees in companies that employ fixed wage systems, the payment shall be equal to the individual employee's hourly wage for the week in which the public/bank holiday falls.
7. In the case of weekly paid employees it shall be possible to agree that instead of payment pursuant to the above rules, the employee shall receive the full weekly pay including for weeks including moveable public/bank holidays or 1st and 17th May.

Comments:

- a. In addition to the payment the employee in question is to receive pursuant to this agreement, shift workers shall receive for each fully-worked shift worked on public holidays that fall on an ordinary weekday NOK 49.94.

Each public/bank holiday is calculated to have 3 shifts. As a general rule time is calculated from 22.00 prior to the holiday in question until 22.00 on the holiday or last day of the holiday. The above rules apply to the degree the following days fall on an ordinary weekday:

New Year's Day, Maundy Thursday, Good Friday, Easter Saturday, Sunday and Monday, Ascension Day, Whit Sunday and Monday and Christmas Eve and Christmas Day

Holiday pay shall be paid on the above-mentioned rates, but not on shift or overtime percentages.

- b. Shift workers who lose a shift prior to public holidays due to the working hours provisions of the Working Environment Act, shall receive payment for the shift as for a holiday. If part of a shift is lost on such days, payment shall be proportional to the time lost.

II. Accumulation rules.

The right to receive payment applies to all employees who have been employed with the company for at least 30 consecutive days prior to the public/bank holiday or who were employed later if the work period is a minimum of 30 days. When calculating this period of accumulation, the 3 public holidays at Easter are one unit and the 2 public holidays at Christmas together with New Year's Day as one unit.

The rules laid down in Section 3 in the Act of 26th April 1947 to 1st and 17th May.

If an employee with a minimum of 5 consecutive years employment with the company has his or her employment terminated and the termination is not due to circumstances on his or her part, and the notice of termination expires on the last working day in April or December, the employer shall remunerate him or her for 1st May and 1st January respectively.

III. Payment

Payment shall be executed at the latest on the second pay day after the holiday. In the case of public holidays calculated as a unit, payment shall be executed at the latest on the second pay day after Easter Monday or New Year's Day respectively. If employment ceases prior to this date, payment shall be executed together with the final settlement.

IV.

The payment is deemed to be of normal wages and shall be included when calculating holiday pay. The payment shall not be included when calculating overtime premiums.

HOUSING, ACCOMMODATION RIGS, LODGINGS AND PERSONNEL ROOMS

A. Work places with lodgings for employees

I. Up to and including 10 persons:

The accommodation rig shall contain 1 bed-sitter per person. The bed-sitter unit shall include a WC, hand basin, shower, Kitchenette with refrigerator and sink, bed with wall-mounted reading lamp, table, 2 chairs, single bookshelf and wardrobe. Walls and ceiling shall be washable and well-insulated against heat and sound. Window area shall not be less than 10 % of the floor area. The window shall have either a venetian blind with a pelmet or drawable curtains. Wall or window vents shall be in sufficient quantity and installed such that draughts are avoided in the bed area.

The site management/elected representative should agree on the subsistence allowance prior to work commencing.

II. From and including 11 to and including 20 persons:

The accommodation rig shall contain single rooms of at least 8.5 m² and ceiling height of minimum 2.30 m. The bedroom unit shall include a WC, hand basin, shower, wardrobe, shoe rack, bed with wall-mounted reading lamp, 1 chair, table and 1 armchair. Walls and ceiling shall be washable and well-insulated against heat and sound. Particular attention must be paid to sound insulation of walls against corridors. Window area shall not be less than 10 % of the floor area. The window shall have either a venetian blind with a pelmet or drawable curtains. Wall or window vents shall be in sufficient quantity and installed such that draughts are avoided in the bed area.

Each room shall have 1 ceiling lamp and 2 double wall sockets plus one panel heater installed beneath the window. The damp room to be fitted with sufficient lighting, double wall sockets, electric heating, ventilation and mirror with shelf. Sufficient space shall be made available for changing to work clothes, minimum total wall space 40 cm per person. The damp room to include 1 WC, 1 urinal, 3 tap sets, 1 rinsing sink, 1 washing machine and 1 drying cupboard/tumble dryer. The dining room to be 34 m² and the rest room /TV room 34 m².

III. From and including 21 to and including 40 persons – maximum rig size:

Single rooms as described under II. Changing to work clothes minimum 40 cm per person and damp room containing 1 WC. 1 urinal, 9 tap sets, 2 rinsing sinks, 2 washing machines and 2 drying cupboards/tumble dryers. Further, dining room of 51 m² and rest/TV room 68 m². At sites with a staffing requirement that can be confidently predicted to be between 21-30, the dining room and rest/TV room capacity can be reduced proportionally.

The company must discuss this point when reporting the site/project.

Common to II and III:

Arrangements shall be made for kitchen operation by a team of cooks to include a freezer/storage room in accordance with the applicable public regulations if the parties do not agree on another solution.

IV. Accommodation rig crews

Accommodation rig crews shall have single rooms as described under II, and shall also be equipped with a large mirror and dresser. The damp room unit shall be equipped with a shower, washing machine and drying cupboard/tumble dryer. Space shall be allowed for work clothes. The rest room to be equipped with a sofa, armchairs and low table.

V. The following applies to regulations I-IV:

When an accommodation unit is taken into use it shall be clean and equipped with all necessary inventory. The site shall supply a turnable mattress, cm and minimum 13 cm thick with variable degree of hardness, plus pillows and a duvet of reasonable good quality. The site shall also supply pillow cases, duvet covers and sheets that are laundered every second week plus 4 handtowels that are changed weekly. The above-mentioned linen goods are supplied against a signed receipt and shall be handed in when the employees leave the site. Lost items are charged to the employee and deducted from wages at cost price. A lock system shall be installed in the accommodation rig in accordance with the requirements of the insurance company.

VI. The following applies to regulations II-IV.

- a) Rigs described under II and III shall be equipped with a sauna and shower.
- b) Lounges shall be equipped with occasional tables, good quality chairs, reading lamps and radio and TV. The construction site shall pay license fees.
- c) The site shall subscribe to two newspapers. The management shall discuss which newspapers are to be subscribed to with the elected representatives.
- d) If there is sufficient interest on the part of the employees, the company is willing to provide a sufficiently equipped room to be used for indoor physical activity, and, in consultation with the elected representatives, arrangements will be made for hobby and leisure time activities or other welfare initiatives.
- e) An accommodation rig leader shall be elected. The elected representatives are responsible for calling a meeting to elect an accommodation rig leader. The election shall express the will of the majority of the organised employees. The site deducts subsistence allowance for own employees in accordance with lists.
- f) Corridors in the sleeping quarters shall have sound-absorbing floor coverings. Bedroom doors shall as the minimum be of B-15 standard, and shall have weather stripping.
- g) The site shall equip the facility with sufficient relevant equipment such as an iron, dish washer, potato peeler machine, refrigerators/freezers, mixers and other necessary kitchen equipment and cutlery.
The parties can, at reasonable intervals, carry out stock taking of the equipment.
- h) Employees accommodated in the living quarters shall have free transport of provisions on the site using the site's transport equipment.
The site shall procure and pay for lighting and heating fuel.
Accommodation rig rent shall be NOK 3.00.- per person per day for rigs as described under I-IV.
The contractor shall pay for main cleaning twice annually.
- i) The regulations governing accommodation can be deviated from during the installation period.
- j) Where there is access to the Internet, this shall be installed in the accommodation rig with wireless communication and with reasonable use parameters.

VII. Canteen operation

In cases where canteen operation can be an option the matter shall be discussed by the parties to the agreement at the earliest opportunity. It is the sole responsibility of the parties to the agreement to reach agreement on canteen operation.

VIII. Mobile units, seasonal work and more

At road construction sites, pipe laying sites and similar where accommodation rigs must be moved in step with the progress of the work, 2-man mobile units can be used with 1 person per bedroom. With regard to units that are estimated to be in use for less than one year refer to IX. In the case of sites that are only in operation in the summer season, airspace per man can be reduced, but to not less than 7 m³.

IX. Agreements on alternative lodgings

In the case of sites where the cost of implementing the above regulations is not in proportion to the total cost of the project (for example due to transport), it is possible that a separate agreement can be entered into between the site management and the elected representatives on alternative lodgings. This can for example be in existing dwellings, or by using units of smaller dimensions with less equipment. In such cases reasonable compensation shall be negotiated.

Comment 1:

In connection with industrial construction projects and large sites, the union can, when economic grounds so indicate, be willing to consider a solution with a set-up for more than 40 persons with a common kitchen under own management or as an alternative canteen operation. This section does not alter the premises laid down under VIII as changes in the rig regulations under Section 10 of the agreement for Private Sites continue to require a separate agreement between the main parties.

Comment 2:

Various rig unit sizes can be utilised, but bedrooms including the bathroom must not be less than 8.5 m² and ceiling height not under 2.30 m.

In the case of sites that are situated such that transport or other special reasons make the installation of the rigs difficult, installations to the old standard can be used by agreement with the elected representatives.

In order that the damp room unit can be in accordance with the intentions described in the above, the organisations agree that the current unit dimensions are not a hindrance to this.

B. Work places without lodged employees

General regulations on accommodation rigs and portable or mobile trailer accommodation

When a project commences the company has an obligation to provide a sufficiently spacious dining and rest room with sufficient heating for rest periods.

Floor area must conform to current regulations. During the cold period of the year the dining and rest room shall be heated to the required temperature 30 minutes before commencement of working hours. The company shall keep the dining and rest room clean and tidy to a high standard. The room shall be lockable. Tools and other such items must not be kept in the dining and rest room.

The above-mentioned room shall not be used as a dormitory.

Changing room

The changing room shall have sufficient space to change clothes, the necessary number of seats for changing clothes and footwear, lockable cupboards for non-working clothes and an open area for changing to work clothes, a total of minimum 60 cm per person.

For smaller units for up to five persons and up to ten persons minimum 50 cm per person is acceptable.

For smaller units for up to six persons as described under III, it can be agreed with the elected representatives that lockable cupboards are not necessary if the rig is securely locked during working hours.

Where deemed necessary there shall also be a lockable compartment to secure against the theft of valuables.

In the case of outdoor work, or otherwise when the work makes it necessary, a separate drying room or other means of drying wet clothes and footwear shall be provided.

There shall be separate women's and men's changing rooms and toilets with separate entrances. On rigs with smaller units for up to 10 people, it may be agreed with the employee elected representatives that separate changing rooms and toilets are not required, when this will not be used. The clause will apply to new projects from 1st July 2021.

Washroom

The washroom shall include a shower, WC and sufficient hand and face wash basins. There shall be sufficient floor space in front of the hand basins. The shower shall have running hot and cold water. If the shower room or hand basins are separate from the changing rooms, there shall be easy access between them.

The required number of WCs, showers and washing facilities is indicated under the various rig sizes.

For rig sizes for more than 18 persons agreement can be reached with the elected representatives that the number of showers can be reduced by 1 or more when it is obvious that the number of showers exceeds that which is necessary.

In the case of rigs with smaller units for up to 6 persons as described under III, it can be agreed with the elected representatives that no showers are installed when it is obvious that these will not be used.

Dining room

The dining room shall be separate and where possible have access to daylight and a view. The dining room shall have a kitchenette, refrigerator and sink. The kitchenette can be replaced with a coffee machine and if required a microwave oven. Minimum floor space per diner shall be 1.2 m².

In the case of rigs with smaller units for up to 6 persons as described under III, it can be agreed with the elected representatives that a kitchenette shall not be included in the installation.

I. Rigs with standard units of 7.4 m x 2.5 m.

Where rigs using units of 7.4 m x 2.5 m are installed the following applies:

Up to 5 persons.

Installed with two cabin units with dining room and changing/ washroom with WC and wash basin, shower and 2 tap installations.

In the case of crews of less than 6 persons, smaller units can be used and the requirements can be waived, see the introductory regulations.

Up to 10 persons.

Installed with 2 units as described over.

Up to 18 persons.

Installed with 4 units, 1 unit as changing room, 1 unit as washroom to contain 2 WC, 2 showers and 8 tap installations, and 2 units as dining room.

Up to 36 persons.

Installed with 7 units, 2 units as changing room, 2 units as washroom that shall contain 4 WC, 4 showers and 16 tap installations, and 3 units as dining room.

II. Rig med standard cabin units 8.4 m x 2.9 m.

The following applies to installations with cabin units of 8.4 m x 2.9 m:

Changing and washroom to be equipped with 1 WC med washbasin, 1 shower and 4 tap installations per unit as described below.

Up to 12 persons.

Installed with 2 units, 1 unit as dining room and 1 unit as changing and washroom.

Up to 18 persons.

Installed with 3 units, 1 unit as dining room and 2 units as changing and washroom.

Up to 36 persons.

Installed with 6 units, 2 units as dining room and 4 units as changing and washroom.

Up to 54 persons.

Installed with 9 units, 3 units as dining room and 6 units as changing and washroom.

Up to 72 persons.

Installed with 12 units, 4 units as dining room and 8 units as changing and washroom.

In cabin installations for up to 36 persons or more 1 changing and washroom can be deducted when the entrance cabin forms part of rig. The entrance cabin shall have WC, shower, 6 tap installations, heavy duty sink, urinal and drying room.

III. Rig with smaller accommodation units for up to 6 persons.

In the case of gangs of up to 6 persons smaller units (such as portable or trailer accommodation units) can be used. The unit shall have a dining room and changing/washroom with WC, shower and 2 tap installations.

Agreement can be reached with the elected representatives that the shower, 1 tap installation, kitchenette, sink and refrigerator can be omitted provided that the standard is otherwise maintained.

It can be agreed with the elected representatives that lockable cupboards for ordinary clothes are not necessary if the rig is securely locked during working hours.

IV. Other gang configurations.

In the case of other gang configurations the installation shall include 1 WC, 1 shower and 4 tap installations per 9 persons and a minimum of 0.9 m² in the changing room and 1.2 m² dining area per person.

V. Rigging where cabins are not used.

In the case of short-term tasks where it is not possible to use such accommodation, satisfactory arrangements must be agreed for dining, changing and washing facilities of similar standard on a case by case basis with the elected representatives.

Agreement can also be reached with the elected representatives that cabins are not used where satisfactory dining, changing and washing facilities of a similar standard are provided pursuant to IV.

In cases where cabins are not used for practical reasons and suitable accommodation cannot be provided within a reasonable distance from the work place, the company shall pay for suitable transport of employees to and from the work place, alternatively that compensation is agreed for the use of own transport.

C. Near-site dining cabin

A dining cabin that can be situated as close to the work place as is technically and economically possible, and is not an integral part of the main rig). A unit that services up to 10 persons shall have a separate dining room with kitchenette, refrigerator and washing up facility, minimum 1 m² dining area (floor space) per person and minimum 60 cm table space per person. The unit shall also have a WC, 3 tap installations and wall pegs for rainwear/outdoor clothing. The dining cabin shall be sufficiently cleaned at least twice weekly. The Dining cabin must not be used to store tools, equipment or materials.

D. Central rig

When employees are lodged in rigs that are not directly associated with a specific work place, the employer shall pay for transport or pay compensation for the use of own transport between the rig and the work place.

Rent rates for the central rig shall be fixed in accordance with A.VI.i).

To be installed with 1 bed-sitter per person as described in A.I.

Further, the rig shall include 1 unit with a washing machine, facilities for drying non-work clothes, 1 unit med private lockable locker rooms, 1 per person. If there are more than 12 bed-sitters, there shall be a unit with a combined rest room/TV room. If there are more than 22 bed-sitters there shall be 2 units serving as a combined rest room/TV room. If there are more than 44 bed-sitters there shall be 3 units serving as a combined rest room/TV room.

E. General regulations

Employees have the obligation to contribute to maintaining the standard the above-mentioned regulations strive to achieve by conducting themselves in an acceptable manner and maintaining good standards of cleanliness and tidiness. Employees are jointly and severally liable for damage to units and rest rooms including inventory and equipment that is caused by careless, negligent or deliberate acts. The employer can in such cases, and pursuant to the Working Environment Act Section 14-15, point 2 e deduct costs of repairs from employees' wages.

At sites where the employees' elected representatives wish to use the rig dining room and rest or sitting rooms for meetings, this shall be permitted.

REDUCTION IN WORKING HOURS AS OF 1ST JANUARY 1987

A. The following reductions in working hours come into effect from 1st January 1987:

1. To 37.5 hours per week:

Day work hours

2. To 36.5 hours per week:

Standard 2-shift work that does not include Saturday evening or any period in a public holiday.

3. To 35.5 hours per week:

- a. Work that is carried out “mainly” at night.
- b. Continuous 24-hour shift work and “comparable” rotations.
- c. 2-shift work and “comparable” rotations that are “regularly” operated on Sundays and/or public holidays.
- d. Working hours arrangements that result in that the individual employee must work at least every third Sunday and/or moveable public/bank holidays.

4. To 33.6 hours per week:

- a. Continuous shift work and “comparable” rotations.
- b. Work underground in mines.
- c. Work on tunnel operation and blasting of caverns in bedrock.

5. For employees working extended working hours due to contingency service or passive service pursuant to the Working Environment Act Section 10-4 (2) and (3), the extension shall be based on the basis of the hours stipulated in the agreement.

B. Implementation of compensation for reduction in working hours

- a. Ordinary weekly, monthly and annual wages remain unchanged. If bonus payments, production premiums or similar that are dependent on working hours are paid in addition, the variable part is regulated pursuant to point d. below.
- b. Hourly wages (minimum wage rates, normal wage rates, individual wages and loss on piecework) is 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 wage rates that are stated in Norwegian kroner and øre per hour will be increased in the same way as shown under point b when it is obvious that employees' weekly earnings will fall when working hours are reduced if the rates are not adjusted.
- d. Piecework tariffs, fixed piecework and price lists, production premium arrangements, bonus arrangements and other wage arrangements with variable earnings, will be adjusted so that the hourly wage rate is increased by a percentage to be applied in accordance with point b.

Until agreement on the adjustment of piecework and so forth is reached, an additional amount shall be paid per worked hour. It shall also be possible for the parties to agree that the additional payments shall be kept separate from piecework and so forth and paid per worked hour.

- e. Piecework norms (piecework calculation basis) shall be adjusted so that piecework earnings increase by the percentage to be used pursuant to point b. Until agreement has been reached on the adjustment of piecework norms (piecework calculation basis) is achieved, the current piecework norms (piecework calculation basis), and additional amounts per worked hour shall be used.

Where the company within an area of agreement with a piecework norm in the main agreement has to apply a higher figure than the piecework norm in the agreement, these figures shall only be adjusted to the degree this is necessary to bring them up to the piecework norm in the agreement.

- f. By agreement between the parties in the individual areas of agreement, it shall be possible to agree that compensation pursuant to points a-e is given in the form of an øre increase instead of a percentage.

C. General on implementation

1. On implementation of the working hours reduction pursuant to point A, it is a decisive factor that excellent flexibility is achieved in the individual companies with regard to performance of work, that appropriate operational hours are maintained and that working hours are exploited efficiently and rationally.

2. Prior to the introduction of reduced working hours, negotiations shall be entered into in the individual companies on the implementation of the arrangement.
3. All tariff agreements shall have a clause that working hours shall be adhered to and exploited efficiently. The elected representatives shall commit to contributing to this. A review of breaks, wash times and so forth shall be carried out with the aim of achieving maximum effective use of working hours. If in the opinion of one of the parties there is no cause to maintain the arrangements, the parties shall conduct themselves in accordance with the tariff agreement.
4. Under the provisions of the Working Environment Act Section 10-12 (4) it is possible in certain circumstances for the parties to the tariff agreement to enter into agreement on alternative working hours arrangements than those stipulated by law. If there is a need in individual branches to retain the current working hours arrangements, the parties to the tariff agreements parties can enter into an agreement on this pursuant to the WEA Section 10.
5. It may prove advantageous in connection with the introduction of shorter working hours to practise varying ordinary working hours for some groups of employees in order to maximise the economic exploitation of production equipment within the framework of the Working Environment Act. It may also be advantageous to arrange breaks at varying times for employees. It is premised that such arrangements are regulated in the individual tariff agreements.
6. In the event that the working hours arrangement results in that some working days are work-free days, work carried out on these days by employees who should have been free shall be paid with a 50% premium. In cases where the collective bargaining agreement includes a clause for a 100% premium for overtime work on Sundays and public holidays and days prior to these, payment of 100% after 12.00 on Saturdays and after 16.00 on the ordinary week days shall nonetheless be paid.
7. When there is valid and due reason to do so the company shall have the option to change days off. In cases where no agreement is in place for the branch or company on the terms and conditions for this, the following shall apply:

The stipulated day off shall be compensated with a corresponding day within the following four weeks.

Notice of such changes must be given prior to the close of working hours two days prior to the day off. The company shall inform the employees of the date of the corresponding day off at the same time.

When the circumstances for the exchange of days off are present, no payment of premiums shall be made for ordinary working hours up to 12.00 on Saturdays and up to 16.00 on the weekdays.

8. In companies where the home standby provisions of the Working Environment Act Section 10-4 (4) do not apply, the reduction of the number of weekly working hours in itself will not result in other payment of compensation on days off than that practised under an arrangement of an average working week of 40 hours.
9. Where one wishes to maintain, introduce or extend shift work within the

framework of the Working Environment Act, and where there is no previous authority for this in a tariff agreement, the parties shall commence negotiations during the tariff period on regulations for shift work.

D. Day work

The central organisations recommend that working hours are distributed over a 5 day working week unless due and good reason indicate a different arrangement, and that the working hours reduction is implemented with one ½ hour reduction of the daily working hours.

Other solutions may also be discussed, such as:

1. That daily working hours are reduced by 25 minutes where a 6 day working week is practiced,
2. By that the weekly working hours exceed 37.5 hours in some periods and are shorter in other periods,
3. By that the current weekly working hours arrangement is retained or reduced by less than 2.5 hours per week against that corresponding days off are allowed spread over the year or in the form of consecutive days off in periods throughout the year.

In cases where a collective bargaining agreement does not include other rules the following applies:

If the company and employees - if applicable with assistance from the organisations – fail to agree, daily working hours shall be reduced by one ½ hour on 5 of the weekly working days or by 25 minutes every day for a 6 day week.

The company shall discuss with the elected representatives whether the reduction shall be at the commencement or end of working hours or both. When deciding on the desired alternative emphasis should be placed on the wishes of the company's employees and that the working hours arrangement is, to the degree this is possible, the same for all groups in the company. If agreement – if applicable with assistance from the organisations – is not achieved, the company shall, within the framework of the tariff agreement, decide how the reduction of working hours shall be implemented.

The above rules do not preclude that branch agreements can be entered into on the implementation of reduced working hours, and cannot therefore be invoked under the individual union negotiations in connection with tariff agreements that include exact rules on the distribution of working hours.

E. Transition to a new shift schedule

The parties agree that as a result of the reduction in working hours the company changes to a new shift schedule, this shall be adhered to without balancing time off or working hours pursuant to the previously practised shift schedule.

F. Maintaining production, productivity and effective working hours

It is premised that the parties at the individual company work actively to increase productivity. To the degree this is possible the reduction in working hours should not result in an increase in the labour force.

In connection with the reduction in working hours the central organisations agree on the implementation of a number of measures with the aim of improving productivity in the company. Reference is made to the organisations' report on working hours of 6th January 1986.

In the Basic Agreement Næringslivets Hovedorganisasjon and Landsorganisasjonen i Norge have prepared regulations that aim to provide the best possible framework for co-operation between the company, the elected representatives and the employees. The central organisations emphasise the importance of that the parties adhere to these regulations in practice.

In connection with the reduction in working hours, the central organisations will, with the objective of reducing the financial impact point in particular to that maximum co-operation must be practiced in the individual companies on measures designed to increase efficiency, reduce production costs and improve the company's competitiveness.

The central organisations refer to the co-operation that has been the norm in connection with previous reductions in working hours. The result of the co-operation has been positive and is of major importance in securing the company's competitiveness and creating secure work places.

As previously the central organisations strongly encourage the parties in connection with the present reduction in working hours to discuss the exploitation of working hours. The parties should investigate whether working hours are being used effectively in all work, and if necessary introduce measures to achieve this. Further, the parties must also focus on technical innovations that may improve productivity and result in an improvement in the working environment. The measures introduced to improve efficiency must be harmonised with the requirements for a good working environment. Well-being and safety are key factors when dealing with the efficient exploitation of working hours.

G. On the Working Environment Act Section 10

1. Section 10.4

- a. Continuous 24-hour shift work is defined as work carried out 24 hours each day but that is not worked on Sundays and public holidays.

In ordinary weeks work can be scheduled for the period from 22.00 on Sundays to 18.00 on Saturdays, equalling an operational period of 140 hours.

- b. A comparable rotation work scheme is defined as a working hours arrangement that imposes the same, or approximately the same, disadvantages as 24-hour shift work, which as a general rule will be the case when work is carried out for more than 5 hours every night even though the number of hours worked by the individual employee at night will be less than if the activity was carried out as a 24-hour shift basis.
- c. The term “Sundays and weekend days” means in this regulation “Sundays and/or weekend days”. This means that in a working week of two shifts and comparable rotation work that is regularly operated on moveable public/bank holidays, but not necessarily on Sundays, normal working hours shall not exceed 35.5 hours per week.

In order that work shall be deemed to be work on Sundays and/or weekend days, the employee in question must have worked for at least 4 hours in a full 24-hour day where pursuant to law shall be a day of rest, i.e. all 4 hours between 18.00 and 22.00, or after 22.00. In the last case without any claim to lose any of the period.

- d. Moveable public/bank holidays shall be counted as Sundays when interpreting the term “every third Sunday”. This means that an employee who does work as often on Sundays as every third Sunday, will nonetheless be entitled to 35.5 hours per week if he also works on moveable public/bank holidays such that he works at least every third Sunday and public/bank holiday.
- e. The term “work carried out mainly at night” means that at employees are encompassed under the rule if $\frac{3}{4}$ of working hours, but at least 6 hours pursuant to the applicable working hours arrangement, take place at night. (During the period between 21.00 – 06.00).

2. Section 10-4:

- a. Continuous shift work means work that is carried out 24 hours a day without normal stoppage on Sundays and public holidays.

The degree to which rotation work can be deemed to be comparable to continuous shift work depends on whether the ordinary working hours for the individual employee pursuant to the stipulated work schedule shall be planned for different times in the full 24-hour day and such that working hours for the employee in question shall as the main rule encompass a minimum of 539 hours night work per annum and a minimum 231 hours work on Sundays per annum

Night work is defined for this purpose as work between 22.00 and 06.00 (the night shift period). The 24-hour period for Sundays is calculated from Saturday 22.00 to Sunday 22.00 (time period for a weekend shift).

If the work schedule covers a shorter period of time than one year, the number of hours applicable to night work and Sunday work shall be adjusted accordingly.

Work periods of less than 4 weeks are not deemed to be rotation work pursuant to this rule.

H. Transition arrangements

During a transitional period up to 1st July 1987 it shall be permitted to use the current shift, rotation and other working hours arrangements.

The individual tariff parties may also agree a further postponement of the implementation of working hours reductions in the branches in question or companies in the branch, but for not longer than to 1st October 1987.

During the weeks when transitional arrangements are utilised, work periods where average working hours pursuant to the shift schedule, rotation schedule or other working hours arrangements exceed the new working hours, shall be calculated as overtime work. Compensation for overtime for the hours periods where average working hours pursuant to the shift schedule, rotation schedule or other working hours arrangements exceed the new working hours shall be 50 % until 1st July 1987.

If the parties to the tariff agreement agree to extend the transitional period from 1st July 1987 and until 1st October 1987, the additional payment during this period shall be 75 %.

Compensation for reduced working hours shall be paid in addition to payment for the additional hours worked.

HOLIDAYS AND MORE

Introduction

One of the parties' main tasks is to improve the company's competitiveness. It is therefore a clear premise when introducing additional time off work that the company has the possibility to counter the competitive disadvantages this results in with increased flexibility. Employees will for their part also have varying needs for deviating working hours arrangements on the basis of changing life phases, work and dwelling situations and so forth. Increased flexibility together with the fifth holiday week will contribute to reduced absence through illness and an increase in productivity.

A. Flexibility

All agreements shall include the following regulations:

- a) "in cases where the parties agree on a local arrangement, one can implement a trial arrangement adapted to the company that does not conform to the regulations of the agreement on working hours and payment for these. Such arrangements shall be put before the union and the national association for approval".
- b) "it is permissible to calculate average working hours in accordance with the rules of the Working Environment Act Section 10-5. The parties to the tariff agreement can contribute to that such agreements are established."
- c) "There may be individual requirements for deviating working hours arrangements, time-off requirements and so forth. Such arrangements to be agreed with the individual employee or the elected representatives, for example in the form of a calculation of average working hours or account of working hours. Individual agreements are subjugated to agreements entered into with the elected representatives."

B. Contractually agreed holidays

1. The extended holiday, 5 working days cf. the Holidays Acts Section 15, is awarded in advance by that the remaining part is introduced as a contractual agreement included as an enclosure in all agreements.

Extra holidays for employees over 60 years of 6 working days are maintained, cf. the Holidays Acts Section 5 No. 1 and 2.

The Employee can demand 5 working days off work each calendar year, cf. the Holidays Acts Section 5 No. 4. If the contractually agreed holiday is split, the employee can only demand free from work for the number of days the employee in question would normally work during the course of one week.

If the authorities resolve to implement the remaining part of the fifth holiday week, these days shall be deducted from the contractually agreed arrangement.

2. The phasing in of the remaining part of the fifth holiday week shall be so arranged that two days free from work shall be taken in 2001, the remainder in 2002.

Holiday pay is calculated in accordance with the Holidays Act Section 10.

When the fifth holiday week has been implemented, the ordinary percentage for holiday

pay shall be 12 % of the holiday pay basis, cf. the Holidays Acts Section 10 No 2 and 3.

The increase shall be implemented by adjusting the percentage for the accrual year as follows:

2000 fixed at 11.1

2001 fixed at 12.0

If the authorities resolve to extend the number of holiday days in the Holidays Act, the parties premise that the above-mentioned numbers shall form the basis as holiday pay for the same period.

3. The employer stipulates the period for the contractually agreed holiday after discussions with the elected representatives or the individual employee at the same time the ordinary holidays are stipulated.

The employee can demand to be informed of the stipulated date of the contractually agreed part of the holiday at the earliest possible opportunity and at the latest two months prior to the date unless due and good cause presents this.

4. The employee can demand to take holidays pursuant to this regulation independently of whether holiday pay has been accrued.

If operation is halted in whole or part in connection with the holidays, all employees who are affected by the halt can be ordered to take holidays for the same period regardless of whether holiday pay has been accrued.

5. The employee can demand at the contractually agreed part of the holiday is taken consecutively within the holiday year cf. the Holidays Acts Section 7 No. 2, so that one full calendar week of holiday is taken. The central organisations encourage the parties to schedule the contractually agreed holiday such that productivity is maintained to the highest possible degree, for example in connection with Ascension, Easter, Christmas and the New Year.
6. The contractually agreed holiday can be transferred in whole or part to the next holiday year by written agreement between the company and the individual.
7. The contractually agreed holiday shall be adapted locally for shift workers so that after full implementation it covers four worked shifts.

Comments:

1. In the case of agreements where holidays pursuant to the Holidays Act Section 15 have already been introduced, the number of days shall not be increased as a result of the introduction of the contractually agreed holiday. The introduction and practical implementation of the contractually agreed holiday for the areas in question shall be agreed separately by the parties.
2. In the case of the continental shelf agreements (No. 129, No. 125 and No. 123) the holiday results in a reduction of 7.5 hours per holiday day. The parties agree that holidays shall be taken during the free period during the holiday year.

FRAMEWORK AGREEMENT ON WORKING HOURS ARRANGEMENTS

The parties have agreed on the following Framework agreement on working hours arrangements:

1. The agreement applies to work tasks with working hours of 37.5 hours/week, where employees lodge away from home. The agreement can in certain cases also apply to other employees.
2. When there is local agreement to implement working hours in accordance with the Framework agreement and within the provisions of the agreement for Private sites, the agreement shall be forwarded to Norsk Arbeidsmandsforbund and Byggenæringens Landsforening. The agreement cannot be activated prior to acceptance from both these parties. The parties shall receive a reply at the earliest possible opportunity, and at the latest within 7 days from the date on which the agreement was received by the organisations. If one of the organisations finds the proposed agreement unacceptable, this shall be discussed without delay with the other organisation.
3. It is premised that the agreement is only applicable to individual sites and for a limited period of time.
4. A 12/9 rotation shall be utilised with working hours of up to 10 ½ hours per day that is preferably within the period 07.00 -18.00. (See enclosed example of a schedule of working hours.)
5. As a general rule overtime shall not be used in connection with such rotation arrangements. If there is a need to work overtime in special cases, this is only permissible after agreement is reached with representatives elected pursuant to the Basic Agreement and the employer's site representative.
6. Dispensation from the Norwegian Inspectorate of Labour will not be necessary when working hours pursuant to this agreement are adhered to.
7. Any agreements that exceed these frameworks shall be dealt with on a case by case basis in accordance with the provisions of the Working Environment Act Section 10-12.
8. The framework agreement permits shift arrangements. If working hours of the shift arrangements extend beyond 24.00, dispensation for night work is required in the usual way cf. the Working Environment Act Section 10-11. Working hours for a two-shift arrangement shall be 35.5.
9. Travel time outside working hours for employees who are encompassed under the working hours arrangement and who live at home cf. Point 1, 2nd sentence, shall not exceed 2 hours daily.
10. Accrued time off in lieu shall be taken as time off work and cannot be incorporated as an extension of holidays by the employer. This rule shall not result in a reduction of rights pursuant to the provisions of the Holidays Act.

11. Local agreements can be entered into that an employee can use Monday as a travel day to the site if the circumstances so permit.
12. Remuneration for moveable public and bank holidays
 - a) For work on public and bank holidays wages shall be paid at + 100 % (as for overtime) + the same premium for public and bank holidays pursuant to the scheduled work plan.
 - b) If an employee is off work in the free period, remunerations shall be paid for public and bank holidays pursuant to the scheduled work plan.
 - c) During the free period payment for public and bank holidays shall be for 7.5 hours.

Example of a work schedule

The work schedule is a transposition arrangement for working hours with 12 days work and 9 days off.

The labour force will be split into three teams or gangs and working hours will be as follows including a one ½-hour meal break:

	Gang 1:	Gang 2:	Gang 3:
Monday	07.00-18.00	time off in lieu	10.00-18.00
Tuesday	07.00-18.00	time off in lieu	07.00-18.00
Wednesday	07.00-18.00	time off in lieu	07.00-18.00
Thursday	07.00-18.00	time off in lieu	07.00-18.00
Friday	07.00-18.00	time off in lieu	07.00-18.00
Saturday	free	free	07.00-18.00
Sunday	free	free	free
Monday	time off in lieu	10.00-18.00	07.00-18.00
Tuesday	time off in lieu	07.00-18.00	07.00-18.00
Wednesday	time off in lieu	07.00-18.00	07.00-18.00
Thursday	time off in lieu	07.00-18.00	07.00-18.00
Friday	time off in lieu	07.00-18.00	07.00-18.00
Saturday	free	07.00-18.00	free
Sunday	free	free	free
Monday	10.00-18.00	07.00-18.00	time off in lieu
Tuesday	07.00-18.00	07.00-18.00	time off in lieu
Wednesday	07.00-18.00	07.00-18.00	time off in lieu
Thursday	07.00-18.00	07.00-18.00	time off in lieu
Friday	07.00-18.00	07.00-18.00	time off in lieu
Saturday	07.00-18.00	free	free
Sunday	free	free	free
Total	112.5	112.5	112.5

**FRAMEWORK AGREEMENT FOR WORKING HOUR TRANSPOSITION
ARRANGEMENTS ONSHORE WITH DAILY WORKING HOURS IN EXCESS OF
10.5 WITH OR WITHOUT SUNDAY WORK**

This framework agreement is entered into between Norsk Arbeidsmandsforbund and Byggenæringens Landsforening for the tariff period 2020-2022 in accordance with the Working Environment Act (WEA) Section 10-12 (4). In connection with tariff revisions the parties shall agree whether the framework agreement shall be extended to the next tariff period.

1. Scope

This agreement regulates the working hours adjustment arrangements for personnel who are lodged outside the home and is based on a calculation of average weekly working hours with effective daily working hours in excess of 10.5 hours. The arrangement can in special cases also be made to apply to necessary support staff. This shall be specified in the application. If it is necessary to use the arrangement for employees that are not mentioned in the application, a new application and approval is required.

It is premised that the arrangement is only applicable to large sites/operating facilities and is time limited.

Arrangements in accordance with the framework agreement shall, for the individual employee, be based on the tariff agreement's average weekly working hours. (Enclosure 11, Reduction in working hours from 1st January 1987).

If the arrangement applied for is comparable to continuous shift work (33.6 t) or entails night work, the period and number of employees encompassed under the arrangement shall be shown in the application. The application shall also show the percentage these represent of the applicant's total labour force in the project.

The main company can submit a joint application that includes sub-contractors.

Refer also to the site agreement Section 16 in particular with regard to travel and residence regulations if overnight stays are necessary.

On the basis of the local agreement the company shall send an application to Norsk Arbeidsmandsforbund, which body will send a recommendation to LO. The local agreement shall accompany the application together with the schedule of working hours. If the main company also includes sub-contractors in the application, the application shall also include local agreements from these. The arrangement can be initiated when the company has received notice from Norsk Arbeidsmandsforbund that approval has been granted.

Byggenæringens Landsforening shall by requesting this from Norsk Arbeidsmandsforbund receive overviews of applications and results Norsk Arbeidsmandsforbund and LO's case processing.

Norsk Arbeidsmandsforbund shall send the company a copy of its working hours application to LO.

2. Requirements for HES and welfare

The transposition arrangements must take into account full regard for HES and the employee's family situation and welfare, as well as the company's productivity and project completion.

The company shall ensure that the mandatory requirements laid down in the WEA Section 10-2 (1), (2) and (4) and Section 10-11 (7) in the case of night work, are accommodated in the individual working hours arrangement. How this is accomplished shall be shown in the local agreement.

Employers that use working hours arrangements pursuant to this agreement shall as the main rule not order employees to work in the free period. Examples of deviations from the main rule are sporadic travel tasks and for transposition insufficient time in accordance with the status.

Travel to/from the site shall preferably take place on the first and final days of working hours arrangements pursuant to this agreement.

3. Working hours

This agreement encompasses arrangements with work on Sundays and public and bank holidays and arrangements where work is not done on these days.

A working day of up to 12.5 hours can be implemented.

On days with effective working hours in excess of 10.5 hours there shall be a break of at least 60 minutes of which 30 minutes shall be included in working hours. Paid time will thus be 11.5 hours for a 12 hour working day.

Up to 15 consecutive days can be worked of which a maximum of 14 working days can have more than 10.5 effective working hours.

Arrangements with two days off during the stay period cannot be used/agreed.

Day work shall be preferred. Working hours shall preferentially be between 07.00 and 19.00. It is not permitted to schedule working hours outside the time frame 06.00 and 20.00.

As a main rule overtime shall not be used in connection with such rotation arrangements. If in special cases there is a need for overtime, this can only be by agreement between the representatives elected pursuant to the Basic Agreement and the employer's site representative.

If night work is approved working hours shall preferably be scheduled between 19.00 and 07.00 with compensation pursuant to local agreements and/or agreement. Refer otherwise to the Working Environment Act Section 10-11 on the use of night work.

Working hours arrangements pursuant to this agreement shall not displace local employee and working hours regulations that result from the site agreement and the Working Environment Act.

4. Entering into local agreements

Information and discussions on work tasks and where applicable the use of working hours arrangements pursuant to this agreement shall be discussed with the representatives elected pursuant to the Basic Agreements Section 9-3.

Negotiations on working hours arrangements shall be entered into with the starting point in which working hours arrangements that may be possible /relevant on a case to case basis. On entering local agreements emphasis shall be placed on HES and the employees' family lives and welfare taken into consideration as well as the company's productivity and implementation and completion of the project.

Preferentially, one of the standardised working hours arrangements that the parties agree on shall be used when entering into local agreements.

Refer otherwise to the Workshop agreement Section 10.4.8 third paragraph.

5. Approval

The term of the individual working hours arrangements shall be linked to the length of the project or task in hand.

Applications shall be approved for periods of up to one year at a time.

The company shall receive a reply at the earliest possible opportunity.

As part of Norsk Arbeidsmandsforbund 's processing of applications for extensions, a demand can be lodged for an evaluation of HES and welfare related experiences. If one of the local parties so require this, and an evaluation is available, this shall accompany the application for an extension.

Norsk Arbeidsmandsforbund shall as a general rule recommend an extension unless the arrangement is unreasonably burdensome.

6. Local cancellation

The elected representatives/chief safety representative can, by giving one month's notice, demand amendment to or cancel the arrangement, if they find the arrangement to be unreasonably burdensome. Prior to such demands being lodged an evaluation of HES and welfare related experiences can be demanded.

If the company disagrees with the demand it can, without undue delay, bring the case before Norsk Arbeidsmandsforbund for assessment. Byggenæringens Landsforening can request an organisational meeting with Norsk Arbeidsmandsforbund to discuss the case if the company so wishes. Cancellation shall be postponed until Norsk Arbeidsmandsforbund has reached a decision in the case.

Cancellation pursuant to this point does not affect the period of notice used by LO in its approval in relation to any breach of the terms and conditions for approval that may incur.

7. Elements to be used in the promotion of time off work solutions (lack of transposition):

In order to secure the affected employees the best possible uninterrupted leisure time solutions in order to accommodate their family and welfare interests and in order to ensure appropriate working hours arrangements, the following can be included in the working hours arrangement as a collective agreement:

- a) Holidays shall be scheduled in accordance with the Holidays Act. Holidays can be scheduled in each rotation in order to achieve uninterrupted leisure time arrangements. It is not however permitted to bring forward holidays from the following year for use in rotations pursuant to this Framework agreement

Employees that do not have outstanding holidays shall not be negatively affected (have their position/wage reduced).

- b) As part of this Framework agreement a special compensation of 15 minutes per working day in working hours arrangements/rotations with effective working hours exceeding 10.5 hours that shall be added to plus time in the calculation. Any additional time generated in the calculation as a result of this is intended as a contribution to ensuring that it is easier to balance the arrangement for each rotation, and shall not be dealt with as additional time pursuant to the rules for calculation under point 8 below.

Further the following individually agreed solutions can, amongst others, be used:

- c) Employees who, instead of taking holidays cf. point. 7 a, wish to work up minus time that has been incurred due to insufficient hours in the arrangement during the work period, can be afforded the opportunity to do so by special agreement with the employer. Such transposition must not be in conflict with the requirements of the WEA HES rules.
- d) It is possible to enter into an agreement with the individual employee on time off in lieu of minus hours in the same way as for public and bank holidays, by including this in the calculation. This applies to compensation for overtime under point. 9 a) and payment for bank and public holidays that fall in the free period under point. 9 c).
- e) Plus time and course/training scheduled for the free period can, by agreement between the employer and employee be used for balancing any time owed.

8. Settlement for arrangements in accordance with this Framework agreement

Working hours arrangements pursuant to this agreement shall preferably balance, if necessary by using the options under point 7. Employees shall not lose the position percentage or wages.

On payment of working hours for personnel who work at various onshore sites and/or permanent facilities that utilise an average calculation of working hours, the principals for settlement in the FOB Enclosure 16 point 3.10.1, 3.10.2 and 3.10.3 shall apply.

Any minus time in the arrangements pursuant to this agreement that can be transferred to the next settlement period are limited to 37.5 hours per year. All minus time in excess of 37.5 hours shall be deleted when calculating the annual settlement without loss of

wages.

If an employee must leave the company due to illness or injury, or is dismissed by the employer due to circumstances on the employer's side, any minus time is deleted without loss of wages and plus time is paid in accordance with the rules for overtime payments.

If the employee hands in his or her notice the final settlement shall be made in accordance with the rotations as laid down in this agreement. Up to 37.5 hours minus time can be deducted. Any minus time in excess of this shall be deleted without loss of wages. Any plus time that is not agreed for use in other ways shall be paid out as overtime. The final settlement shall be paid on the first ordinary wage day.

After sporadic travel tasks the employee shall receive a status report.

Any minus time that has been accrued pursuant to point. 7 c) (individual agreement on transposition), and that is not incorporated by the settlement date, shall be added to the minus time mentioned in the fifth and seventh paragraphs of this rule.

9. Payment for moveable public and bank holidays

- a) For work on public and bank holidays wages + 100 % shall be paid (as for overtime) + corresponding payments as for public and bank holidays in accordance with the schedule of working hours.
- b) In the case of time off during the stay period, payments shall be made for public and bank holidays in accordance with the schedule of working hours.
- c) During the free period payment for public and bank holidays shall be for 7.5 hours.

10. Waiting time

If unforeseen circumstances result in that work cannot commence at the agreed time, lost working hours shall be paid at the company's agreed hourly wage for the project.

If unforeseen circumstances related to travel (transport delays etc.) result in that the planned journey home cannot be undertaken, waiting time shall be paid at the hourly wage rate, on the first day from 3 hours after the planned departure time, maximum paid hours 7.5 hours waiting time. The following day accrued time of to 7.5 hours per 24-hour day shall be paid.

Enclosure to the Framework agreement 2022-2024 for working hour adjustment arrangements onshore with daily working hours in excess of 10.5 hours with/without Sunday work

Example of schedule of working hours

Ex.1 15.20 Rotation with work on Sundays. Working hours 07.00-19.30. Start first day at 12.00 finish on last day at 15.00

Ore-condition for working hours per day is: 0.25 paid break 09.00-09.15 unpaid lunch 11.30-12.00 0.25 paid break 15.45-16.00

Week 1		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Week 2 Week 3 Week 4	Working hours incl. breaks	Time off	Time off	12.00-19.30	07.00-19.30	0700-19.30	07.00-19.30	07.00-19.30		
	No. of hours incl. breaks	0	0	7.5	12.5	12.5	12.5	12.5	55.5	5315
	Breaks (paid)			0.25	0.5	0.5	0.5	0.5		
	Worked time excl. breaks			7.25	11.5	11.5	11.5	11.5		
	No. of hours paid			7.5	12	12	12	12		
	Working hours wild.	07.00-19.30	07.00-19.30	0700-19.30	. 07.00-19.30	07.00-19.30	07.00-19.30	07.00-19.30		
	No. of hours incl. breaks	12.5	12.5	12.5	12.5	12.5	12.5	12.5	84	80.5
	Breaks (paid)	0.5	0.5	0.5	0.5	0.5	0.5	0.5		
	Worked time excl. breaks	11.5	11.5	11.5	11.5	11.5	11.5	11.5		
	No. of hours paid	12	12	12	12	12	12	12		
	Working hours incl.	07.00-19.30	07.00-19.30	07.00-15.00	Time off	Time off	Free	Free		
	No. of hours incl. breaks	12.5	12.5	8	0	0			31.5	30.25
	Breaks (paid)	0.5	0.5	0.25						
	Worked time excl. breaks	11.5	11.5	7.25						
	No. of hours paid	12	12	7.5						
		Time off	Time off	Time off	Time off	Time off	Free	Free		
	Time off.	Time off	Time off	Time off	Time off	Time off	Free	Free		
										164
Worked hours per rotation										
Paid hours per rotation										171
15 min compensation per day ' note 1					14.2					3.55
Holiday										2.95
Sum hours prior to working time compensation										177.50 hours
working time compensation					5.63 %					9.99
Paid time in rotation										187.49 hours

**OUTSOURCING OF WORK, EXTERNAL HIRING AND EMPLOYEES IN
EMPLOYMENT AGENCIES ENCOMPASSED UNDER THE AGREEMENT
FOR PRIVATE SITES**

1. Terms and conditions for outsourcing of work

1.1. Discussions on own staffing

The parties agree that it is vital to work to ensure that the branch is recognised as attractive and serious. In cases where own staffing is insufficient, various measures shall be discussed – hereunder the possibility of increasing the number of own personnel cf. the Basic Agreement Section 9-3.

The parties are dedicated to combating social dumping and that the challenges presented by an international market and the free movement of labour and services are properly dealt with within the framework of Norwegian legislation and body of agreement and international conventions etc.

1.2. External hiring and outsourcing of the work.

When hiring external labour or outsourcing work within the framework of the company's ordinary operations, the requirement and scope shall be negotiated between the company's management and the elected representatives prior to entering into agreements, refer to the Basic Agreements Section 9-3 and WEA Sections 14-12 and 14-13.

Case management:

The records should state the staffing needs, the rationale for not hiring, and the extent and duration of the hiring / outsourcing.

1.3. Proof of appropriate wage and working conditions terms

Employers who wish to outsource or sub-contract work in the contract or project shall, if so required, provide proof to the elected representatives in the company that hired labour and sub-contractors etc have appropriate wages, working conditions and living quarters cf. Enclosure 6.

1.4. Lay-off and dismissals in connection with the outsourcing of work.

If the outsourcing of work results in that the company must lay-off or dismiss permanent employees, the outsourcing of work may be in conflict with the Working Environment Act Section 15-7 and Basic Agreement Section 8-1 No. 1. The elected representatives in the company can demand negotiations on this.

1.5. Agreements on hiring external labour between production companies

The organisations recommend that the companies agree on guidelines for the hiring of labour between the companies in order to meet with fluctuations in production and to avoid dismissal and lay-offs. It is premised that the hiring of labour is in accordance with the Working Environment Act Section 14-13 and other relevant legislation and agreements. Such agreements shall be established after an understanding with the elected representatives in the company has been established.

2. Wages and working terms and conditions for hired external personnel

2.1. Equal treatment

Employees of staffing agencies/employment agencies shall, for the full hire period, have the same wages and working terms and conditions that apply in the hiring company in accordance with the Working Environment Act Section 14-12 a, (proposal in Prp. 74L).

The above clause results in that pensions are not encompassed under the principle of equal treatment.

Exemptions

If the staffing agency/employment agency is not bound by an agreement between LO and an employer's federation or similar, the following does not apply:

Enclosure 1	Early retirement pension supplement ("sliterordningen")
Enclosure 2	Information and development fund
Enclosure 8	Company service pension
Enclosure 9	Contractual pension (AFP)
Enclosure 11	Working hours reductions per 01.01.1987
Enclosure 13	Equality

2.2 The company's obligation to inform

The hiring company shall provide the staffing agency/employment agency with all necessary information to ensure that the principle of equal treatment resulting from point 2.1 is fulfilled, and to commit the staffing agency/employment agency to this provision.

2.3 Documentation of wages and terms and conditions of work

At the request of the elected representatives the company shall document wages and working conditions applicable at the staffing agency/employment agency when hired personnel are to work within the framework of the agreement.

2.4 The elected representatives' role in a staffing agency/employment agency that is bound by the Basic Agreement

Chapter 6 of the Basic Agreement Chapter also applies to hired-in personnel with the following exceptions:

If the staffing agency/employment agency is bound by the Basic Agreement between LO and NHO, disputes relating to the hired personnel's wages and working conditions is a labour dispute between the parties in the staffing agency/employment agency.

The elected representatives and company representative of the hiring company can, if so requested, participate in the negotiations with information relating to agreements in force in the hiring company.

2.4.1 The elected representatives' role in a staffing agency/employment agency that is not bound by the Basic Agreement

If the staffing agency/employment agency is not bound by the Basic Agreement between LO and NHO, the elected representatives in the hiring company can take up with the hiring company claims or allegations of transgressions against the principle of equality in point 2.1 so that the hiring company can clarify and if necessary rectify the situation.

2.5 Presentation of hired employees

Employees hired from third parties shall be presented to the elected representatives in the hiring company.

The parties shall, in connection with discussions at local level on hired personnel, also discuss resources for the work of the elected representatives, cf. BA Section 6-6.

Comments:

Points 2.1, 2.2 and 2.3, 2.4, shall come into force on the same date that the amendments to the act come into the force, cf. Prp. 74L (2011-2012).

3. Employees in employment agencies/staffing agencies that are encompassed under the agreement

The following rules regulate the conditions in staffing agencies/employment agencies that are encompassed under this agreement cf. Section 1

3.1 Collective bargaining agreement in staffing agencies

This agreement can be made to function as a collective bargaining agreement in staffing agencies/employment agencies that have employees who are hired out and carry out work within the framework of this agreement cf. Section 1.1.

3.2 Written employment contract

Employees shall have a written employment contract in accordance with the provisions of the Working Environment Act.

3.3 Written work task agreement

A written work task agreement shall be prepared for all tasks that shall include all relevant information on the type of task, content and duration.

3.4 Dismissal and summary dismissal

Dismissal and summary dismissal shall be in accordance with the provisions of the Working Environment Act.

3.5 Employees that are employed by the hiring company

If an employee is offered employment with the hiring company, he/she can leave the agency after the mandatory period of notice unless otherwise agreed between the parties. During the period of notice the employee has the right to continue his/her work in the hiring company providing that the task has not finished.

3.6 Wages and terms and conditions of work in the hiring company

On hiring out to a company that is bound by this agreement, the wages and terms and conditions of work in the hiring company shall apply cf. 2.1.

3.7 Hiring personnel to a company that is not bound by this agreement

On hiring personnel to a company that is not bound by this agreement, wages and working terms and conditions agreed in the staffing agencies/employment agencies shall apply, providing that these are not in conflict with provisions on equal treatment in the Working Environment Act.

3.8 Obligation to pay wages

The obligation to pay wages applies in accordance with the employees' employment contract. In the case of lay-offs or cessation of the employment the Working Environment Act and Basic Agreement shall apply.

DIVERS/CHAMBER OPERATORS

1. The following applies if the parties have not entered into a local agreement:

37.5 hour week	NOK	235.25 per hour
36.5 hour week	NOK	241.70 per hour
35.5 hour week	NOK	248.49 per hour
33.6 hour week	NOK	262.54 per hour

The guaranteed minimum wage consists of basic salary and tariff premium. The basic salary is the guaranteed minimum wage minus the tariff premium.

Certified construction divers receive a professional diver's premium when working as divers.

Depth premiums shall be paid with the following % rates calculated on the above-mentioned tariff hourly wage rates:

	Divers:	Chamber operators:
From 0 m to 12 m depth	30 %	
From 12 m to 20 m depth	60 %	
From 20 m to 24 m depth	100 %	
From 24 m to 30 m depth	140 %	35.00 %
From 30 m to 35 m depth	180 %	45.00 %
From 35 m to 40 m depth	225 %	56.25 %
From 40 m to 45 m depth	290 %	72.50 %
From 45 m to 50 m depth	360 %	90.00 %
From 50 m to 55 m depth	410 %	102.50 %
From 55 m to 60 m depth	460 %	115.00 %

The basis for depth calculation is the actual working depth shown in the depth table.

Under extraordinary circumstances where special care, attention or skills/knowledge is required, wages shall be agreed between the employer and employees. Depth premiums shall be paid in the usual way in addition to the agreed wage.

If the diver is put to other work than diving, the diver shall be paid in accordance with wages paid to the piecework gang employees the diver is working with.

If chamber operators are put to other work than chamber operation, the chamber operator shall be paid in accordance with wages paid to the piecework gang employees the chamber operator is working with.

2. The diver's ordinary working hours are premised to be split into two equally sessions up to 24 m.

For depths of more than 24 m or for surface decompression, a whole day shall be paid.

If the order is given for a diving suit to be worn, the diver shall be paid for a full session even if the work is completed in less time.

The diver has the right to surface and take the necessary rest period.

3. Additional clothing for use under the diving suit shall be supplied by the employer.
4. The employer and diver must jointly ensure that all diving regulations and legislation is adhered to.
5. Only diving assistants approved by the diver shall be utilised.
6. The employer shall ensure that a heated drying room is available on the vessel/float etc from where the dive is executed or on land in close vicinity to the dive sight for the divers' equipment and clothing.

It is also recommended that a heated rest room /dining room is established adjacent to the drying room.

7. Ordinary working hours for the diver shall be 37.5 hours per week.
8. The chamber operator shall have the necessary first aid training.