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2005–2025

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The construction agreement for machine contractors (MEF) 2024–2026

Parat
Central Federation of Trade Unions (YS)

The Norwegian Machinery Contractors'
Association (MEF)



**The construction agreement
for
machine contractors**

is valid from

01.05.2024 to 30.04.2026

between

**The Norwegian Machinery Contractors' Association
(MEF)**

on the one hand and

**the
Central Federation of Trade Unions**

Parat

on the other hand

This is an unofficial translation of the collective agreement. Any formal disputes between the company and an employee, will be settled according to the official Norwegian collective agreement.

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Part I Main agreement

Main agreement between MEF – YS/Parat.

Del II Overenskomst

§ 1 Scope of the collective agreement

The following wage rates and conditions are set for companies affiliated with the Norwegian Federation of Mechanical Contractors that have, or during the collective bargaining period will have, workers affiliated with Parat, and where a collective bargaining agreement has been established and where construction work is carried out.

Where new production methods result in work operations being changed or require new expertise, these shall continue to be covered by this agreement.

This agreement may be made applicable as a collective agreement in staffing companies/temporary employment agencies that have employees who are hired out and who perform work within the scope of this agreement.

§ 2 Salary regulations

§ 2.1 Tariffed salary

- a. The wage rates set out in this agreement do not apply to employees under the age of 18 and employees whose working capacity is reduced. The wage for these employees is determined by further agreement between the employer or his representative, the individual employee, and one of the union reps.
- b. Minimum wage NOK 223.50 per hour
The conversion factors for the usual reduction provisions (37.5 hours):
36.5 hours - 1.0274
35.5 hours - 1.0563
33.6 hours - 1.116
For further information, please refer to Appendix 8B.
- c. **Seniority allowance:**
After 1 year of documented practice in the industry NOK 9,-
After 3 years of documented practice in the industry NOK 17,-
After 5 years of documented practice in the industry NOK 23,-

After 8 years of documented practice in the industry NOK 26,-
After 12 years of documented practice in the industry NOK 31,50

d. Supplement for professional competence:

Professional certificate refers to the scheme that was discontinued in 1986.

Drivers with a professional certificate NOK 7,- per hour

Mobile crane drivers with a certificate NOK 7.50 per hour

Employees with an ADK certificate NOK 8,- per hour

Skilled worker NOK 19 per hour

Class C/CE driving license NOK 6,- if relevant for the position.

Only one of the supplements for professional competence in point d is given.

- e.** Shooting base/rock blasting is charged at a surcharge of NOK 30.00 per hour.

§ 2.2 Supplement

- a.** For hand digging in functioning sewers and sewers that are not in function, but still have annoying odours and impurities, as well as where extraordinary personal protective equipment must be used in connection with work with asbestos and heavily contaminated soil, a surcharge of NOK 30 per hour is paid.

Remuneration is also due to machine operators if they participate in manual work in the trench.

- b.** When using heavy hand-held cutting equipment/tools, such as hand tools for sawing stone and asphalt, core drills, asphalt drills and concrete drills, as well as performing butt welding and socket welding, an additional payment of NOK 20 per hour is paid. Lighter hand-held equipment, such as angle grinders, drills, etc., is not covered by the provision.
- c.** In the event that work is performed that is covered by both § 2.2, points a and b, no more than NOK 30 shall be paid per hour worked.
- d.** For internal cleaning of petrol, diesel and paraffin tanks, an additional charge of NOK 150 per hour worked is charged.

- e. By agreement between the company and the union rep, a contingency allowance may be negotiated. Reference is made to the Working Environment Act, § 10-4, no. 3.
- f. Operators and personnel who operate mobile/stationary crushing plants for the production of crushed stone and who do not operate machines with satisfactory fresh air systems are granted NOK 15 per hour.
- g. **Surcharge for work on stuff during the day**

A surcharge of NOK 20 per hour worked is given for drilling, loading, cleaning, securing and loading on stuff.

All other work during the day, including rehabilitation, after-work, driving and operation and maintenance, must be paid for with an additional charge of NOK 20 per hour worked.

§ 2.3 Local additions

- a. **Local seniority allowances:**

By agreement between the companies and the union rep, seniority, team base, drill driver and shooting base allowances can be negotiated.
- b. **Work outside the home – local supplement:**

For work outside the home that involves staying overnight, a local supplement per hour can be negotiated.
- c. Where local conditions dictate, the company and the union rep may enter into a special agreement on local wage supplements.

§ 2.4 Barracks service/cleaners

Salaries for barracks service and cleaners follow the salary regulations that follow from § 2.1.a, b and c.

Chefs/cleaners with a trade certificate receive a trade certificate supplement according to § 2.1.d.

In addition to the rates, barracks service holiday allowance is added according to § 2.6. Kitchen/housewife practice is granted for a maximum of 2 years of practice in the profession.

§ 2.5 Apprentices

Wages for apprentices shall be calculated as a percentage of the tarified wage for newly qualified skilled workers – minimum wage § 2.1 b + additional skilled workers § 2.1 d, and shall be at least:

- a. Apprentices with status as law student/reform student with high school 1 and high school 2 and who are under 21 years of age when entering into an apprenticeship contract:

From 0 – 12 months 60% of salary for newly qualified skilled workers
From 12 – 24 months 75% of salary for newly qualified skilled workers.

- b. Apprentices (cf. point a) who follow a training course other than 2+2 and apprentice candidates who are between 16 and 21 years old.

From 0 – 12 months 45% of salary of newly qualified skilled worker
From 12 – 24 months 55% of salary of newly qualified skilled worker
From 24 – 36 months 65% of salary of newly qualified skilled worker
From 36 – 48 months 80% of salary of newly qualified skilled worker

- c. Apprentices who have reached the age of 21 and who enter into an apprenticeship contract

From 0 – 12 months 65% of the salary of a newly qualified skilled worker
From 12 – 24 months 75% of the salary of a newly qualified skilled worker
From 24 – 36 months 85% of the salary of a newly qualified skilled worker
From 36 – 48 months 95% of the salary of a newly qualified skilled worker

If the apprentice has a basic course that gives a deduction in the apprenticeship period of 12 months, the person concerned starts with 75% of the salary of a newly qualified skilled worker.

If the apprentice has a basic course and VK1 that gives a deduction in the apprenticeship period of 24 months, the person concerned starts with 85% of the salary of a newly qualified skilled worker.

- d. Apprentices who receive a trade certificate after three years of school. Workers with a trade certificate obtained after three years of school are paid 85% of the salary of a newly qualified skilled worker in the first year after school.
- e. Supplement for overtime, shift supplement and supplement for staggered working hours. When the apprentice works overtime, the person concerned shall, in addition to the apprentice's salary, receive an overtime supplement in accordance with § 5, which is calculated by § 2. 1 a, minimum wage.

When the apprentice works in shifts or staggered working hours, the person concerned shall, in addition to the apprentice's salary, receive a supplement in accordance with Section 6, which is calculated based on the apprentice's salary.

- f. Upon passing the professional exam, ordinary apprentice wages are paid.

§ 2.6 Movable holidays (holidays and public holidays)

§ 2.6.1 Public holiday allowance for ordinary working week

Compensation for wages on movable public holidays is provided under the A scheme. See Appendix 1 to the collective agreement.

Compensation for wages under the A scheme means that ordinary wages corresponding to a normal working day shall be paid on movable public holidays that fall on a weekday.

§ 2.7 Exam preparation course, vocational certificate § 3-5 (Education Act)

For employees who are members of Parat and who wish to take a vocational exam under the Vocational Training Act, the company covers the cost of learning materials up to NOK 5,000. Employees shall not suffer any loss of salary in the event of a mandatory exam preparation course or vocational certificate; § 3-5 Vocational and journeyman exams without apprenticeship and school.

§ 2.8 Meal break

If employees cannot take their meals in satisfactory dining rooms, or do not have the opportunity to leave the workplace, the meal break shall be considered part of the working hours and paid accordingly, cf. the provisions of the Working Environment Act, §10-9, no. 1.

Satisfactory dining rooms are defined in the Workplace Regulations Section 3-5.

§ 3 Piecework – agreed wage

§ 3.1 Purpose

Piecework is used to the extent that the parties find it useful and is assumed to be performed on a real piecework basis or agreed hourly wage.

§ 3.2 Determination of the piece rate

The piece rate is determined through free negotiation between the company's management and the piece rate team or elected representatives. Those who negotiate the piece rate on behalf of the team shall confer with their piece rate team before the piece rate is finally adopted.

The team leader/shooting leader shall receive additional remuneration agreed upon during negotiation. The same applies to personal allowances, § 2.1 b, c and d.

If no agreement is reached, the current hourly wage is paid, and the work is performed on a day-by-day basis.

§ 3.3 Piecework agreements

When performing piecework, a piecework agreement must be drawn up, clearly stating the price, the size of the team, the nature, scope and mass of the work, and the manner in which the work is to be performed.

The piecework agreement must contain a mutual termination clause.

§ 3.4 Interruption of piecework

If the piecework is interrupted, payment shall be made pro rata for the work performed. The same applies to work that ends before the piecework is completed.

§ 3.5 Additional work

Any additional work that is performed that is not expressly included in the piecework agreement and that the employer instructs the piecework team to perform is paid at the hourly rate.

§ 3.6 Change of piecework agreement

If new working methods and machines or changed working conditions necessitate a change in the previously agreed piecework, negotiations shall be held with the piecework union or their representative.

§ 3.7 Payment of settlement

Settlement is made on the first payday after the piecework has been completed, measured and approved by the employer. If the measurement and approval are available 4 days or less before payday, payment of the piecework can be postponed until the next payday.

§ 3.8 Handling of equipment

The employer keeps tools, transport equipment, lighting, etc. free of charge. The parties may agree on a bonus scheme for ammunition, drill steel, etc., which must be in writing with the piecework team.

The employer may require the team to take care of used or damaged equipment, drill steel, etc. for the purpose of making a claim against the supplier.

Equipment that is lost or damaged through demonstrably careless handling is paid for by the team. It is emphasized that workers must handle machines and equipment of all kinds with care and diligence so that interruptions in work can be avoided.

§ 4 Working hours

§ 4.1 Normal working hours

The average normal working hours are 37.5 hours per week. For further information, please refer to the Working Environment Act's provisions on working hours.

Please refer to Appendix 8 to the collective agreement for further information on the reduction in working hours and conversion factors for this.

§ 4.2 Special rules

Travel from the meeting point at the individual facility to where production is to take place that exceeds 15 minutes travel time each way is considered working time.

Working hours for Christmas- and New Year's Eve are set at 12:00 noon.

§ 4.3 Working time arrangements

The company may agree with the employees and calculate the average working hours according to the provisions of the Working Environment Act § 10-5.

If the company and the elected representatives wish to have working time arrangements beyond the aforementioned § 10-5, Parat and MEF shall, upon application, endeavour to allow working time arrangements based on the contractual option given to the parties by the Working Environment Act § 10-12.

Please refer to Appendix 7 to the agreement for further information on working time arrangements.

§ 5 Overtime pay

§ 5.1 About overtime

Overtime work shall be allowed to take place to the extent that rational operation or the performance of special work is necessary, with the limitations imposed by the legislation in force at any time. The company shall at all times give the union reps. access to the overtime lists upon request.

§ 5.2 The basis for calculating overtime pay

The basis for calculating overtime pay shall be the tariffed salary in accordance with § 2.1 b, c and d.

§ 5.3 Minimum overtime pay

In cases where the overtime pay calculated according to the provisions of the collective agreement results in a lower overtime supplement than 40% of the actual hourly wage, a 40% supplement of the actual wage shall be used as the basis for calculating the overtime supplement.

§ 5.4 Overtime pay

a. Weekdays

Work after regular working hours and until 9:00 p.m. is paid with a 50% surcharge. Work on Friday after 3:00 p.m. is paid with a 100% surcharge per hour.

b. Work from 9:00 PM to 7:00 AM

Work between 9:00 PM and 7:00 AM is paid at a surcharge of 100% per hour. Employees who are informed in advance that overtime will be worked after 9:00 PM are paid for a minimum of one hour, even if the work is shorter.

This is provided that they have not worked overtime before 9:00 PM the same day.

c. Work on Saturdays and days before holiday

Work on Saturdays is paid with a surcharge of 100% per hour. Work on weekdays before holidays after 4:00 PM is paid with a surcharge of 100% per hour.

d. Work on Sundays and public holidays

Work on Sundays and public holidays is paid with a surcharge of 100% per hour.

e. Work on holidays

Work on holidays shall be paid with a surcharge of 50% per hour from 07:00 to 16:00. Work between 16:00 and 07:00 shall be paid with a surcharge of 100% per hour.

Work on Saturdays shall be paid with a surcharge of 100% per hour.

f. For shift workers

Shift workers shall be paid a 50% surcharge per hour between 07:00 and 21:00. Between 21:00 and 07:00 a 100% surcharge per hour shall be paid. A 100% surcharge per hour shall be paid for work on Saturdays, days before public holidays after 16:00 and for work on Sundays and public holidays.

g. Call-up

If an employee is called to work overtime, which is not continuously connected to the individual's working hours, they are paid for at least two hours, even if the work lasts shorter.

§ 5.5 Meal allowance

When an employee works at least two hours of overtime, the company must provide dinner or other meals. Otherwise, a fixed amount shall be negotiated locally, but not less than NOK 135.

In the event of overtime work lasting more than five hours, it is assumed that the company provides additional meals, or that an amount is agreed to cover the cost of meals.

The application of this provision assumes that the employee has worked ordinary working hours on the same day and that the notice of overtime in connection with ordinary working hours is given on the same day.

§ 6 Compensation for inconvenient working hours

§ 6.1 Purpose

It may happen that employees have to work at inconvenient times of the day without this being considered overtime work. Special supplements are therefore given for cases where employees work shifts, staggered working hours or have to work on Sundays or movable holidays. Compensation for inconvenient working hours can never be paid if the conditions for overtime compensation are met.

§ 6.2 Skift work

§ 6.2.1 When working regular shifts, employees shall be paid the following remuneration:

1st shift with ordinary salary.

2nd and 3rd shifts with a 30% increase of the minimum wage in accordance with § 2.1 b.

In the case of an agreed shift arrangement of up to two 10-hour shifts per day, pay is paid after shifts 1 and 2.

§ 6.2.2 In the period from 2:00 p.m. the day before a Sunday or public holiday to 10:00 p.m. on the relevant Sunday or public holiday, a supplement of 100% per hour is paid.

Regular shifts only mean shift work that lasts at least six working days in total, and where the shifts are within the period and do not exceed the length stipulated in the Working Environment Act.

The basis for calculating the shift supplement shall be the tarified minimum wage, cf. § 2.1 b. Shift supplements pursuant to § 6.2 shall not be paid for overtime work.

§ 6.2.3 When using shift work in connection with working time arrangements, where the day is divided into two shifts, shift supplements as regular shifts shall apply to shift no. 2.

§ 6.3 Shifted working hours

In the case of staggered working hours, a surcharge of 30% per hour is paid for the first two hours that are staggered. For other hours that are staggered, a surcharge of 40% per hour is paid.

For staggered working hours between 9:00 p.m. and 6:00 a.m., a surcharge of 50% per hour is paid. The basis for calculating the surcharge for staggered working hours shall be the tarified wage, cf. § 2.1 b, c and d.

§ 6.4 Work on Sundays and movable holidays.

Employees who must work on Sundays or movable public holidays are entitled to a supplement of 100% per hour. The calculation basis for the supplement shall be the tariff-based wage in accordance with § 2.1 b, c and d.

§ 7 Salary payment

Monthly payments should be used, unless the parties at the company agree otherwise. An agreement can be made on an advance payment for the pay period.

Before holidays and major holidays, the pay dates are regulated by further agreement well in advance between the company management and the workers' representatives. If the remaining working hours during major holidays for each employee exceed 40 hours, an advance payment can be requested.

As a basis for payment of wages, the employee is obliged to submit the wage basis at the specified time. At each pay check, a payslip is submitted stating the ordinary hours of work, overtime hours, as well as an overview of deductions of each type and date for the pay weeks.

It must be stated what is the ordinary wage/minimum wage (/basic wage), seniority allowance, allowance for professional competence and any other allowances.

The wage is generally paid to the employee's wage account.

§ 8 Travel time allowance - day commute

§ 8.1 The employee shall cover transportation/driving from his/her place of residence to the company's permanent meeting place, as stated in the employment contract, at his/her own expense.

The permanent meeting place must meet the provisions of the collective agreement § 12.6.

§ 8.2 Where attendance is to take place at the individual facility and the employee uses a private car, compensation in relation to travel time and distances shall be negotiated between the company and its union rep.

The assumption is that attendance at the individual facility entails an increased travel distance of more than 10 km (each way) from the fixed meeting place. If the distance between the employee's place of residence and the company's fixed meeting place is shorter, point 2 shall be omitted.

If the parties cannot reach an agreement, the following shall apply:

- a. The employee shall be compensated per km in line with the state's rate for travel allowance.
- b. The employee shall be compensated hourly for actual time spent, based on the tariffed minimum wage.
- c. Daily commuting in excess of 1 hour each way is not recommended. If accommodation cannot be arranged for practical reasons, the company and union rep. may agree on special arrangements with daily commuting in excess of 1 hour each way. When entering into such agreements, due consideration shall be given to the employee's health and safety as well as the length of working hours and travel time.

Compensation under points a and b occurs when the increased travel distance is longer than 10 km (each way) from the fixed meeting place.

§ 8.3 Expenses for ferry transportation and toll fees are covered by the employer (business driving).

§ 9 Traveling

§ 9.1 Free home trips

For employees who cannot live at home due to their work, the employer covers travel expenses for 17 home visits per year. 2 of the home trips must be made in connection with Christmas and summer vacation, the other 15 at the employee's own request. The provision only applies to trips within the country's borders.

Before the trip begins, the parties must agree on the method of travel. If the parties agree to use a private car, this will be compensated with a mileage allowance according to the state's rates. No salary will be reimbursed for travel time.

§ 9.2 Ordered travel/business trip

When a worker is ordered by the employer to a workplace other than where the worker works, the worker must have reimbursed the necessary travel expenses based on an invoice for the agreed means of transport.

Ordinary hourly wages are paid for the travel time without overtime allowance. When sleeping accommodation is used, however, payment is only made for the hours that fall within the ordinary working hours.

During the journey, payment is made for Saturdays and public holidays for the same number of hours as for the other days. Per diem allowance during the journey is paid based on an invoice.

§ 10 Per diem/subsistence allowance

Employees who, in connection with the performance of their work, cannot live at home are paid an allowance for purchasing food for the cooking team of NOK 85 per working day in housing arrangements with a cooking team. In housing arrangements without a cooking team, the employee is paid an allowance of NOK 195 per working day. In cases where the employee must live in a hotel/boarding house or other accommodation, the company covers legitimate expenses for the stay and food expenses. In such cases, the daily allowance/subsistence allowance is not paid.

§ 11 Workwear – safety wear – safety footwear

§ 11.1 Workwear

The employer provides regular workwear at the start of the employment relationship. The workwear must be adapted to women and men, where unisex models are not satisfactory. The workwear must at all times be adapted to the season and the type of work. Extra workwear is provided when necessary.

The employer provides a washing machine or other solution for cleaning workwear. The employee must take care of the workwear provided to the best of his ability.

If the employee leaves before the end of the probationary period, the workwear is returned, or the amount is deducted from the final settlement.

§ 11.2 Protective equipment

The employer shall provide protective equipment, including protective clothing/shoes. The protective equipment shall be of good quality and provide adequate protection for the employee's health and safety, adapted to the working conditions and the employee.

Where the employee performs work that requires protective glasses, the company shall offer protective glasses with power to employees who have a documented need for this and where protective glasses used over ordinary glasses do not provide appropriate protection. Further guidelines for the practice of the scheme, e.g. cost coverage, duration of work, etc. shall be drawn up at the individual company.

The employer shall provide a washing machine or other solution for cleaning protective equipment. The employee shall take care of the work equipment provided to the best of his ability.

The protective equipment shall be delivered to the employer at the end of the employment relationship.

§ 11.3 Digital communication

If the employer requires the employee to use private digital communication equipment in a work context, the parties shall locally agree on compensation for such use.

§ 12 Housing and barracks

§ 12.1 Provisions for housing and barracks

§ 12.1.1 Up to 10 people

There is 1 dormitory unit per person. The unit must contain a toilet, sink, shower, kitchenette with refrigerator and sink, bed with wall-mounted reading lamp, table, 2 chairs, simple bookshelf and wardrobe. Walls and ceilings must be washable and well insulated against sound and heat. In particular, the wall and door facing the corridor must have good sound insulation.

The window area must not be less than 10% of the floor area. The window must be equipped with either a roller blind and a curtain or blackout curtains.

§ 12.1.2 From 11 to 20 people

A single room of at least 8.5 m² and a ceiling height of at least 2.30 m is provided. The sleeping unit must contain a toilet, sink, shower, wardrobe, shoe shelf, bed with wall-mounted reading lamp, 1 chair and 1 armchair of good quality. Walls and ceilings must be washable and well insulated against sound and heat. In particular, the wall and door facing the corridor must have good sound insulation. The window surface must not be less than 10% of the floor surface. The window must be equipped with either a roller blind and a curtain or blackout curtains.

Wall vents or vents in the window frame must be installed to a sufficient extent and in such a way as to avoid drafts in the bed.

Each room must be equipped with 1 ceiling light and 1 double socket, as well as a panel heater that is installed under the window. The wet room must be equipped with sufficient light, socket, electric heating, ventilation and a mirror with a shelf. It must be equipped with a lomp, min. total wall space 40 cm per person. Wet room containing 1 toilet, 1 urinal, 3 taps, 1 sink, 1 washing machine and 1 drying cabinet/tumble dryer. Furthermore, a dining room of 34 m² and a living room/TV room of 34 m² are being set up.

§ 12.1.3 From 21 to 40 people – maximum rig size

It is rigged with single rooms as described in § 12.1.2. Minimum draft 40 cm per person and wet room containing 1 toilet, 1 urinal, 9 taps, 2 sinks, 2 washing machines and 2 drying cabinets/tumble dryers. Furthermore, a dining room of 51 m² and a lounge/TV room of 68 m².

In facilities with an occupancy that can be reliably stated in advance to be from 21-30 people, the capacity of the dining room and lounge/TV room can be reduced proportionally. The company must address this issue when registering the facility.

Common to § 12.1.2 and § 12.1.3:

It must be rigged for team cooking with a kitchen, freezer room/warehouse in accordance with applicable public regulations.

§ 12.1.4 Other provisions

The following applies to the provisions § 12.1.1-§ 12.1.3 and § 12.2
Rigging for barracks service: When a barracks is put into use, it must be cleaned and equipped with the necessary equipment.

The facility keeps a reversible mattress 80x200 cm and at least 13 cm thick with different hardness, as well as a pillow and duvet of reasonably good quality. Furthermore, the facility keeps pillowcases, duvet covers and sheets that are handed in for washing every other week, as well as 4 towels that are changed every week. The above-mentioned equipment is provided against a receipt that is returned when the employee leaves the facility and the equipment is handed in. If there is any loss, this is deducted from wages for self-cost. A locking system is installed in the barracks, so that the rooms are lockable in accordance with the insurance companies' regulations.

The following applies to the provisions § 12.1.2- § 12.1.3 and § 12.2
Rigging for barracks service:

- a. Rigs in accordance with § 12.1.2 and § 12.1.3 are rigged with a sauna with shower.
- b. Where a TV set can be used, the facility maintains a TV with teletext and pays the license fee.

Where shift work is carried out, a video is installed in the living rooms mentioned under § 12.1.1- § 12.1.3 and § 12.2. Rigging for barracks operation.

- c. The living room is equipped with small tables, good chairs, reading lamps and a radio.
- d. The facility maintains 2 newspapers. It shall be discussed with the union representatives which newspapers shall be maintained.
- e. When there is interest from the employees, the company is willing to make sufficiently equipped rooms available for indoor physical activity, and in consultation with the union representatives, to facilitate the conditions for hobby and leisure activities or other welfare measures.
- f. The corridor in the bedroom unit shall be covered with noise-absorbing floor coverings. The bedroom doors shall be of min. B-15 standard and be equipped with sealing strips.
- g. The facility shall equip the rig with sufficient relevant equipment such as vacuum cleaners, irons, dishwashers, potato peeler machine, refrigerators/freezers, mixers and other necessary kitchen equipment and cutlery. The parties may take stock of the inventory at reasonable intervals.
- h. The workers living in barracks have free transportation of provisions on the facility using the facility's means of transport.

The facility holds light and fuel.

Barracks rent is paid at NOK 3.00 per person per day for barracks as described in § 12.1.1- § 12.1.3 and § 12.2 Rigging for barracks service. The contractor pays for main cleaning twice a year.

- i. During rigging, the accommodation provisions may be waived.

§ 12.2 Rigging for barracks service

For barracks service, single rooms are rigged as described in §12.1.2, supplemented with a large mirror and chest of drawers. The wet room unit is equipped with a shower, washing machine and drying cabinet/dryer. A separate space is set aside for work clothes. The living room is furnished with a sofa, armchairs and a low table.

§ 12.3 Canteen operation

In cases where the question of canteen operation may arise, the matter shall be submitted to the contracting parties as soon as possible. Only the contracting parties may determine by agreement whether canteen operation may be arranged.

§ 12.4 Mobile barracks, seasonal work and more

On road construction, pipeline construction and the like where the barracks must be moved as the construction progresses, 2-man mobile barracks with 1 person per bedroom may be used. Regarding barracks that are expected to be inhabited continuously for less than 1 year, reference is made to § 12.5.

At constructions that are only operated during the summer months, the ventilation space per man in the bedrooms may be reduced, but not below 7 m³. At constructions where the costs of implementing the above rules would be disproportionate to the total costs of the construction or for other special reasons, it may be arranged by agreement between the construction management and the elected representatives. In such cases, reasonable compensation may be negotiated.

§ 12.5. Agreement on alternative accommodation

At facilities where the costs of implementing the above rules would be disproportionate to the total cost of the facility (for example, for transport reasons), alternative accommodation may be arranged by agreement between the facility management and the union representatives.

For example, in existing housing, or the size of the barracks is reduced and the equipment simplified. In such cases, reasonable compensation shall be negotiated.

§ 12.6 Workplaces without accommodated employees

Separate changing rooms and toilets for women and men shall be provided. On rigs with smaller units for up to 10 people, it may be agreed with the company union reps. that separate changing rooms and toilets are dispensed with, when this will not be used anyway. Reference is made to the Workplace Regulations, Section 3-7. This provision applies until 30 June 2025.

From 1 July 2025 the following applies:

Separate women's and men's changing rooms with toilets, showers and separate entrances shall be provided. Reference is made to the Workplace Regulations § 3.7.

§ 12.6.1 Up to 6 people

Rigged with 1 barracks unit (standard unit of approx. 7.4 x 2.4 m). The unit must contain: Separate dining room with kitchenette, refrigerator, sink, min. 1 m² dining area per person, min. 60 cm table space per person. In addition, the unit must contain a toilet with sink and shower, 2 taps with clean cold and hot water, a lockable cupboard for walking clothes, and open space for a bag, a total of at least approx. 50 cm per person.

For crews of less than 6 people, smaller units can be used if only the standard per person is maintained.

§ 12.6.2 Up to 12 people

Rigged with 2 units as described in § 12.6.1.

§ 12.6.3 Up to 20 people

Rigged with 4 units, 1 unit for changing hut with lockable locker for walking clothes and open space for luggage with a total of min. approx. 50 cm per person, as described in § 12.6.1, 1 unit for washing hut which shall contain 2 toilets, 2 showers and 8 taps, 2 units for dining room with kitchenette, containing refrigerator and sink.

§ 12.6.4 Up to 40 people

It is rigged with 7 units, 2 units for changing rooms as described in § 12.6.3, 2 units for washing rooms as described in § 12.6.3, 3 units for dining rooms with kitchenettes, containing refrigerators and sinks.

For crew sizes between 20 and 40 people, a 20-man rig can be supplemented with 6-man rooms according to § 12.6.1.

§ 12.6.5 Provisions for short-term work

Where it is not possible to use barracks for short-term work, satisfactory eating, changing and washing facilities must be agreed in each individual case with the union reps. Reference is made to the content of the current § 8.

§ 12.7 Container rig

Container rigs can be used where applicable, however according to the standards that apply to housing and barracks.

§ 12.8 General provisions

The workers are obliged to contribute to maintaining the standard sought to be achieved by the above provisions by maintaining order and cleanliness. They are jointly and severally liable for damage to barracks and rest rooms with equipment and furnishings that occurs due to negligence or disrespectful treatment. In such cases, the employer may, in accordance with the Working Environment Act, Section 14-15 No. 2e, deduct the repair costs from the workers' wages.

At facilities where workers' representatives wish to use the barracks' dining rooms and lounges, rest or lounges for meetings, access to this must be provided.

§ 13 Barrack operation

1. A barrack manager is elected at the facility. Trade union representatives are responsible for calling a meeting to elect a barrack manager. The election must express the will of the majority of the organized workers.

The company draws subsistence allowances for its own employees according to a list from the barrack manager. The barrack team chooses an auditor who oversees the audit of the accounts once a year. month. The plant management can be helpful with professional assistance during the audit.

The barrack staff must be employed by the company (facility management) after consultation with the union reps. Before joining, a health certificate from a doctor must be available.

2. The ordinary working hours shall not exceed 37.5 hours per week.

The plant management must, together with the union reps. and in consultation with the barrack manager, divide the working hours so that the above work arrangements are followed.

If it is not practically possible to set up a shift schedule within the framework of the ordinary weekly working hours spread over a 4-week period, local negotiations must either arrange for a substitute or pay remuneration for the number of overtime hours.

3. The barrack staff must have a continuous free time of at least 36 hours once a week, so that there is always a full calendar day. This time off should preferably be given on Sunday and at least every other Sunday.

In the case of required work that is added to Sundays and weekends, a special supplement is given which is agreed locally at the individual facility.

4. 1 and 17 May, as well as New Year's Day, Maundy Thursday, Good Friday, Easter Eve, 1 and 2 Easter Sunday, Ascension Day, 1 and 2 Pentecost and 1 and 2 Christmas Day are holidays.

For required work on such days, a supplement of 100% is given in addition to any shift supplement.

5. The cook is responsible for cooking, purchasing and managing the kitchen department, and can be credited with previous practice, work at home and relevant education.
6. Remuneration for overtime work on shifts is given in accordance with the provisions in section 5.
7. For extra work in connection with closing down and starting up during Christmas, Easter and public holidays or during other longer interruptions, the barrack operator who performs this will be paid a remuneration of NOK 500,-.
8. A cook is normally expected to look after up to 12 people.
9. In addition to cooking, it is up to the barrack staff to ensure that the daily cleaning etc. is carried out in accordance with the barracks regulations. Cleaning includes the kitchen department and dining room.

Cleaning of crew rooms, corridors, lounges, washing and drying rooms (both departments) is carried out by specially employed cleaners. If the conditions are suitable for this, and there is

agreement on this, an agreement can be entered into for the barrack staff to undertake this work as extra work, that is outside of normal working hours. In that case, separate remuneration must be given for the work.

§ 14 Short welfare leaves

Short welfare leave means leave for the necessary time, up to 1 day's duration, paid with ordinary pay. In the event of a death in close family where the employee has a long journey from work to home, the welfare leave is extended to include this travel time as well.

The scheme with short welfare leaves only applies if the employee does not have the opportunity to fit in the welfare leave in their spare time. The employee must notify the employer as soon as the need for short welfare leaves arises.

Assuming that it is not possible to fit in the welfare leave during leisure time, the scheme must cover at least the following cases:

- a) Leave in the event of death and for attending a funeral in the case of the immediate family. Immediate family refers to persons who are closely related to the employee, such as spouse/cohabitant, children, siblings, parents, parents-in-law, grandparents or grandchildren. Leave for funerals of employees so that the employees in the relevant department can be represented.
- b) Leave for examination, treatment and control by a dentist and doctor. The same applies to treatment by a physiotherapist or chiropractor, provided that the social security provides benefits for the treatment. This concerns cases where it is not possible to get an appointment outside working hours. In some cases, the employee will also have to travel long distances. Such cases fall outside the provisions, which only apply to short welfare leaves. Otherwise, in the latter cases the employee will most often be on sick leave.
- c) Leave for the rest of the working day in cases where the employee has to leave the workplace due to illness.
- d) Leave due to acute illness at home. The aim here is acute cases of illness, provided that other help, e.g. the home help service cannot be obtained and the employee's presence in the home is necessary.

The provision on short welfare leaves also apply here, so that the employee can arrange himself in another way.

- e) Leave for a spouse/cohabitant when necessary, in connection with a birth at home or when admitted to hospital.
- f) Leave in connection with donating blood if it is difficult to get this done outside working hours.
- g) A woman who is breastfeeding has the right to the free time she needs for that reason, and at least half an hour twice a day, or she can demand that the working hours be reduced by up to 1 hour per day. Payment for this is limited to a maximum of 1 hour a day and ceases when the child turns 1.
- h) Employees have the right to leave to accompany children the first time they start kindergarten and the first time they start school, as well as when parents are called to conference hours in kindergarten/school.
- i) In the case of a child's confirmation held during working hours.
- j) Leave for attendance at a session.
- k) Leave when moving to a permanent residence. The number of leaves is limited to one (1) day every three years.

Cohabitant means a person who has had the same residence as the employee for at least 2 years and has been registered in the population register at the same residence as the employee at the same time or has children together.

The parties at the individual company shall reach a detailed agreement on guidelines for the practice of the scheme.

§ 15 Caring leave

The company covers ordinary salary during the leave period for employees who are granted care leave in accordance with Section 12-3 of the Working Environment Act.

§ 16 Advance payment of sick pay

MEF and Parat will recommend that local parties review the basis for advance payment of sick pay where this is not done. Companies do not have the opportunity to discriminate between employees in the company regarding advance payment of sick pay.

§ 17 Severance pay in the event of death

When an employee who has been employed by the same company for the past two years or more dies, the company must pay, in order, to the spouse/registered partner, cohabitant, dependent children or other persons whom the deceased has supported (cf. the Tax Act), severance pay equivalent to one month's full salary.

The purpose of the rule is to ensure a minimum income for the survivors, when the employee is not covered by social security or insurance schemes at the time of death.

§ 18 Salary seniority during initial military service

Initial service in the Armed Forces shall be credited as salary seniority upon employment in the first position after completion of service.

§ 19 Statutory extra leave for older workers

It is assumed that the employee's wish to take the extra holiday will be met as far as possible. However, the main organisations agree that extra holiday for older employees cannot be requested at a time that creates significant difficulties for production, or for systematic holiday processing for the company's workforce as a whole. If this is the case, the company has the right to require the employee to choose another time for taking the extra holiday.

§ 20 Service pension

The parties agree that an occupational pension will be established for employees, effective 1 May 2005. The occupational pension is a contribution-based scheme, after which the employer pays 4.5% of the tariffed salary in accordance with the collective agreement § 2.1.b, c and d. The company and the employees may enter into an agreement on additional payments in addition to this, which will be covered by the individual employee through salary deductions.

The parties also agree that the premium payment for the occupational pension from the employer shall be coordinated with the salary adjustment for the 2nd year of the agreement.

The occupational pension scheme shall cover premium exemptions. This provision applies until 1.5.2023.

From 1.5.2023 the following shall apply:

The occupational pension is contribution-based, after which the employer pays 4.5% of salary, in accordance with: Act on Mandatory Occupational Pensions. The concept of salary is not subject to collective bargaining, i.e. it is the company that defines what should be a pensionable salary (within the framework and scope of action that follows from the law). The parties also agree that the premium payment for occupational pensions from the employer shall be coordinated with the salary adjustment for the 2nd agreement year.

The parties emphasize the importance of the local parties reviewing the established company schemes once in each collective bargaining period, and what these provide in addition to the various benefits that the National Insurance provides upon reaching retirement age, in the event of disability, etc., for the individual groups of employees. Based on this, the parties shall discuss the need to implement changes in the schemes the company has. Minutes shall be drawn up from the discussions.

§ 21 Hiring, termination and layoff

§ 21.1 Employment

Employees are employed with a probationary period of up to 6 – six – months. The employment must be in writing, and the employment contract must contain all the information that follows from the Working Environment Act § 14-6. The parties agree that the Working Environment Act § 14-9 applies to temporary employment; be it employment for a specific period of time or for specific work of a temporary nature.

§ 21.2 Resignation

For parties bound by this collective agreement, a mutual notice period of at least 1 calendar month applies for the first 5 years. This mutual notice period may be waived by the parties in employment agreements for a specific period of time or for a specific temporary job, or in the event of an agreed probationary period. cf. the provisions of the Working Environment Act.

§ 21.3 Layoff

Reference is made to Part A, Chapter 7 of The Main Agreement.

§ 21.4 Severance pay

The employment period is not considered interrupted in relation to the rules on severance pay for workers who move from plant to plant within the same company without an order.

§ 22 Conclusion of agreement

No employee shall have their salary reduced due to implementation of the aforementioned salary and working conditions.

§ 23 Regulatory provisions for the 2nd agreement year

Before the end of the first agreement year, negotiations shall be initiated between MEF and YS, or the body authorized by YS, regarding any wage adjustments for the second agreement year. The parties agree that the negotiations shall be conducted on the basis of the economic situation at the time of the negotiations and the prospects for the second agreement year as well as the price and wage development in the first agreement year.

The changes in the collective agreements for the second agreement year shall be decided upon by the YS executive board, or the body authorized by YS, and the MEF executive board.

If the parties do not reach an agreement, the organization that has made a claim within 14 – fourteen – days after the conclusion of the negotiations may terminate the individual collective agreements with 14 – fourteen – days' notice (however, not to expire before 1 May 2025).

§ 24 Duration and termination

This agreement enters into force on May 1, 2024 and is valid until April 30, 2026 and thereafter for 1 – one – year periods unless terminated in writing by one of the parties with 1 – one – month's notice.

Notice

The following annexes apply to this agreement:

1. Remuneration for movable public holidays, 1 and 17 May
2. The hardship scheme

3. The Information and Development Fund
4. Contractual pension (AFP)
5. Agreement on apprentices
6. Equality
7. Procedure for establishing working time arrangements
8. Overview of possible working time arrangements
9. Reduction of working hours as of 1 January 1987
10. Holidays etc.
11. Agreement on basic training in safety and environmental work
12. Outplacement, hiring and temporary agency employees
13. Permanently adapted work in ordinary activities
14. Operation and maintenance etc.

Oslo, May 5, 2025

Geir Arne Lodgaard
Maskinentreprenørenes Forbund

Tor Andrè Sunde
Yrkesorganisasjonenes
Sentralforbund

Turid Svendsen
Parat

Appendix 1 Remuneration for public holidays and May 1 and 17

A-scheme

Last amended 2024

As compensation for earnings, weekly, daily, hourly or piecework-paid employees who are not in ordinary work on the days mentioned below are paid an allowance according to these rules:

I. The allowance

1. The allowance is paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday and Christmas Day when these days fall on a weekday that would otherwise be a regular working day according to the company's fixed work schedule.
2. The allowance is also paid when public holidays and May 1 and 17 fall within periods when the employee is on holiday or is laid off due to a shutdown.
3. With reference to paragraph 3 of the Act on May 1 and 17 of 26 April 1947, the organisations agree that the rates for May 1 and 17 shall be coordinated with the rates for the movable public holidays.

The remuneration for movable public holidays and the payment for 1 and 17 May shall be determined within the individual enterprise for adult employees according to a group calculation method unless the parties agree to determine the corresponding enterprise's average hourly earnings for all employees. These provisions do not prevent the parties in the enterprise from agreeing on a different payment scheme.

4. For the movable holidays during Christmas and New Year's weekend, the previous 3rd quarter is used as the calculation period; for the other movable holidays and for 1 and 17 May, the previous 4th quarter is used.

If general supplements are granted within the scope of the collective agreement in the period after the calculation period, these shall be added when the remuneration is paid.

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

5. The remuneration is paid for the number of hours that would have been ordinary working hours on the day in question.

The remuneration is reduced proportionately if, according to the current work arrangements at the enterprise, reduced working hours are operated on the day in question. The remuneration is deducted for unemployment benefits, etc. that the employee may receive for the day in question from the employer or from a social security institution that is fully or partially financed by a mandatory contribution from the employer.

6. For young employees and apprentices, the payment is determined in accordance with the average hourly earnings in the enterprise for these employees as a whole, unless the parties agree on a different calculation method.
7. For employees at enterprises that practice fixed-wage systems, a remuneration is paid calculated according to the individual's hourly earnings in the week in which the public holiday or public holiday falls.
8. For weekly paid employees, it shall be possible to agree that instead of remuneration according to the above rules, they shall retain their weekly salary in full even in weeks with movable public holidays or on May 1 and 17.

Notes:

- a. In addition to the payment that the employee in question shall receive under the collective agreement, shift workers shall be paid NOK 56.51 for each full shift worked on public holidays that fall on an ordinary weekday.

Up to 3 shifts are counted per public holiday. As a rule, the time is counted from 2200 before the public holiday in question to 2200 on the public holiday, or the last public holiday, if applicable. The above provisions apply to the extent that the following days fall on an ordinary weekday:

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

Holiday pay is calculated at the above rate but not shift or overtime percentages.

- b. Shift workers who lose shifts before public holidays due to the working hours provisions in the Working Environment Act shall be paid for these shifts as for a public holiday.

If part of the shift is lost on these days, the compensation shall be proportional to the time lost.

II. Earning rules

An employee who has been continuously employed by the same company for at least 30 days prior to the public holiday or is employed later when the work is of at least 30 days' duration is entitled to compensation. With regard to this accrual, the 3 public holidays at Easter are counted as one unit and the 2 public holidays at Christmas together with New Year's Day are counted as one unit.

If an employee with at least 5 years of continuous employment in the company is dismissed through no fault of his own, and the notice period expires on the last working day of April or December, the employer shall pay him compensation for 1 May and 1 January respectively.

III. Payment

The remuneration is paid no later than the 2nd payday after the public holiday. For public holidays that are considered as one unit, it is paid no later than the 2nd payday after Easter Monday and New Year's Day, respectively. If the employment relationship ends before this time, the remuneration is paid together with the final settlement.

- IV. The remuneration is considered part of the earnings and is included in the calculation of the holiday allowance. It is not included in the calculation of the overtime allowance.

Appendix 2 The hardship scheme

Agreement between the National Organization in Norway and the Central Confederation of Trade Unions

§ 1 Background and purpose

In the 2018 collective agreement, NHO, LO and YS agreed that the severance pay agreement between NHO and LO should be terminated and that disposable capital in the Severance Pay Scheme should be transferred to a new hardship scheme established by LO and YS (the hardship scheme).

The purpose of the hardship scheme shall be to provide an additional benefit to those who retire with AFP at the age of 62, 63 or 64 without additional employment income.

This protocol (the expense supplement) replaces the protocol from the 2018 settlement.

§ 2 Establishment

The hardship scheme is established between LO and YS as a separate legal entity. The hardship scheme only covers own obligations. Through the establishment of the workers' compensation scheme, LO and YS will fulfil their collective bargaining obligations under § 3.

LO and YS agree, within the framework of this annex, the detailed rights and obligations of the individual employee vis-à-vis the workers' compensation scheme.

The currently applicable regulations for hardship allowances are available on The hardship scheme website, see www.sliterordningen.no.

The hardship scheme is established with effect from 01.01.2019. The hardship scheme can hand over the administration in whole or in part to the joint scheme for a contractual pension.

From the same time, the severance pay scheme is closed for the granting of new payments and the premium obligation ceases. The severance pay scheme will continue until obligations incurred up to 31 December 2018 have been paid.

The hardship scheme must inform the NHO about the changes made to the regulations relating to the scheme.

§ 3 Collective bargaining agreements with hardship vouchers

LO and YS must include the fatigue supplement in all collective agreements with AFP concluded with NHO. LO and YS shall, for all collective agreements with AFP they have with Virke, The labour movement Employers' association (AAF), the Employers' Organization for Co-operatives (SAMFO), the National Association of Labor Unions (ASVL), the Glass and Facade Association (GF), the Machine Contractors Association (MEF), the Norwegian Truck Owners' Association (NLF), the Norwegian Shipping Association (NR) and KA Employers' association for ecclesiastical activities, offer the wear and tear voucher accepted unchanged.

The grievance supplement can, with the consent of the grievance system, be included unchanged in collective agreements entered into between collective organizations other than in the first paragraph, when the agreement is listed on the AFP list. Did the collective agreement AFP voucher per Consent must be given on 31 December 2018.

In the private sector, LO and YS confederations must adopt the toiler's voucher unchanged in all direct agreements with the AFP. This does not apply if another similar grievance arrangement has already been applied in the company. Businesses which by direct agreement have been connected to another hardship scheme cannot, by direct agreement, subsequently join the hardship scheme.

The exceptions for AFP coverage and affiliation apply correspondingly to the hardship scheme.

§ 4 Individual requirements

Sickness allowance is granted to employees born in 1957 or later, and is conditional on the employee

- has been granted AFP from the joint scheme for a contractual pension,
- at the time of withdrawal for AFP, the employee was employed in a company connected to the hardship scheme, and
- has had an average income in the last three calendar years before receiving the benefit that does not exceed 7.1 G.

After withdrawal of hardship allowance, a gross annual income of up to NOK 15,000 is allowed. Higher income means that the hardship allowance is forfeited in its entirety, and that new hardship allowance cannot be granted.

The hardship scheme can adopt rules on what is meant by average income and what is meant by gross annual income, as well as regulate the income limit of NOK 15,000.

For the rules applicable at all times for the right to hardship allowance, see The hardship scheme website www.sliterordningen.no.

§ 5 Performance

Full benefit corresponds to 0.25 G (basic amount in national insurance) per year for people born in 1963 or later. The performance is graded as follows:

- Withdrawals at the age of 62 give full benefits.
- Withdrawals at the age of 63 give 2/3 of the full benefit.
- When withdrawing at the age of 64, you get 1/3 of the full benefit.

In the event of departure after the age of 65, no benefit is provided. Persons born in 1957 receive 1/7 of the benefits mentioned in the first paragraph and those born later receive a further 1/7 of the benefits for each cohort until the 1963 cohort.

The benefit ends on death or on reaching the age of 80.

The benefits are regulated in the same way as current payments from the National Insurance and AFP.

§ 6 Financing

The hardship scheme is financed by capital that is transferred to the scheme from the severance pay scheme, premiums from the companies and returns on the funds.

The companies must pay the premium from 01.01.2019 up to and including 31.12.2023. The premium rates must be equal to the rates that applied to the severance pay scheme per 31/12/2018. As of 01/01/2019, premiums for the severance pay scheme no longer accrue.

The premium is calculated on the basis of the number of employees in the company who are covered by the hardship scheme. The premium rates per months:

Working hours per week	Premium rates per month (13-67 years)
0-19 hours	NOK 12
20-29 hours	NOK 16
More than 30 hours	NOK 20

The hardship scheme lays down detailed rules on the calculation and collection of premiums. The parties agree that the quarterly bonus is sought to be changed so that it is calculated on the basis of the number of employees at the end of each month in the previous quarter.

The companies or NHO are not responsible for the obligations of the hardship scheme.

§ 7 Change and liquidation

If the AFP scheme is changed and it has an impact on the right to collect hard-earner's allowance, the hard-earner's scheme must consider necessary changes, including the requirement for longer-term membership in Norwegian National Insurance.

LO and YS must continuously evaluate the hardship scheme and assess the scheme's financial capacity. Should it prove necessary to safeguard the solidity of the hardship scheme, LO and YS can, by agreement between themselves, make necessary changes that deviate from the annex's provisions on the right to benefits and the size of benefits.

From the time the economy dictates that the scheme should not be subject to further obligations, LO and YS can decide that new hardship allowances will no longer be granted.

The hardship scheme must be discontinued after the last payment of hardship allowance.

Funds that remain after all obligations have been covered must be returned to the parties to the severance pay scheme (NHO and LO) and used for a related purpose determined jointly by these parties. It is assumed that NHO and LO, in consultation with YS, find solutions for the use of the funds which proportionately take into account that other collective bargaining areas have also contributed to the finances of the severance pay scheme and the hardship scheme.

If the agreement between LO and YS is terminated according to Section 2, second paragraph, the preceding paragraph applies accordingly.

Oslo, 1 April 2019

Hans-Christian Gabrielsen
LO

Ole Erik Almlid
NHO

Vegard Einan
YS

Appendix 3 Information and development fund

Agreement on an information and development fund between
Næringslivets Hovedorganisasjon (NHO) and the Central Confederation of
Trade Unions (YS)

Created January 1st 2022

§ 1 Purpose

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

§ 2 Means of action

The information and education measures, including course and school activities, shall aim, among other things, at:

1. A modern training of union reps. with particular emphasis on productivity, environment, economy and cooperation issues.
2. Education of company managers and employees within the same areas as mentioned in point 1.
3. Preparation, facilitation and development of training initiatives.
4. Through various measures contribute to increased value creation.
5. Promotion of good cooperation within the individual company.

§ 3 Financing

The fund's funds are made available by the employers paying in arrears every quarter NOK 198 (a total of NOK 792 per year), for each of the YS confederations' members who are covered by the collective agreement between YS and associated confederations and NHO.

Included in the NOK 198 is NOK 42.25 (a total of NOK 169 per year), which is deducted from the employee's salary at each withdrawal.

The payment scheme and the deduction scheme apply to full-time employees as well as to part-time employees with 50% of the average normal working hours determined in accordance with the collective agreement or more.

§ 4 Collection of premium

Companies that are bound by an agreement with the LO confederation pay the company's total obligations for all OU funds into the OU coordination on a quarterly basis.

If the company is not bound by an agreement with LO, the company receives every quarter from the OU coordination a total claim for premium payment for members of the YS association in the company.

§ 5 Administration

The fund is managed by a board of 6 members, of whom the parties appoint three each. The post of chairman alternates between YS and NHO.

§ 6 Use and distribution of the funds

The fund's board determines each year the amounts that must be set aside in advance for administration and audit costs as well as common purposes that it deems desirable to support. The fund's other funds are disposed of - with one half to each - by the association and NHO and based on the criteria mentioned in Section 2.

All companies that pay into the fund must, according to more detailed rules, be allowed to participate in measures that are financed by the fund's funds.

§ 7 Accounts and annual report

The fund's accounting year is the calendar year. At the end of each accounting year, an annual account is drawn up which must be audited by a state-authorised auditor.

§ 8 Dissolution

In the event of the fund's eventual dissolution, the remaining funds accrue to NHO and YS, so that each organization receives the amount that it was entitled to dispose of in accordance with § 6 of the agreement. Remaining funds must be used in accordance with § 2.

§ 9 Implementation

With effect from January 1st 2022, this agreement replaces all federation-wise OU agreements between NHO/national association and YS-unions. The new agreement is not intended to entail any substantive changes between the parties.

Existing fund boards linked to the above agreements cease from the same date. However, the parties are concerned that collaborative activities that have taken place under the auspices of the fund boards can be continued in another way.

Oslo, December 15th 2021

Jon F. Claudi (NHO)

Christopher Navelsaker (YS)

Appendix 4 Agreement on new retirement scheme

I Introduction

In connection with the 1988 wage settlement, the AFP scheme was established. The purpose was to give employees in collective bargaining-bound companies the opportunity, in accordance with detailed rules, to retire with early retirement before reaching retirement age under the National Insurance Scheme.

The Government's decision on a new old-age pension in the National Insurance Scheme from 2010 (postponed to 2011) assumed that other parts of the pension system were adapted to the new reform.

Against this background, LO and NHO agreed in the 2008 collective bargaining settlement that the then AFP scheme should be replaced by a new AFP scheme adapted to the regulations in the new old-age pension in the National Insurance Scheme.

The parties have based their decision on the Government's position that AFP should be continued in the form of a neutral lifelong supplement to the old-age pension in the National Insurance Scheme. The optional withdrawal date is initially from the age of 62, and the monthly pension payments are reduced for early withdrawals and increased for later withdrawals. The new AFP scheme can be combined with earned income without reducing the AFP pension. With such a design, AFP, together with the new old-age pension in the National Insurance Scheme, will contribute to achieving the central goals of the pension reform.

The state provides ongoing subsidies related to the AFP scheme to employees/pensioners equivalent to half of the benefits from employers, excluding expenses for the compensation supplement, which is fully financed by the state.

II Statutes

This agreement does not regulate in detail all the conditions, rights and obligations related to AFP. This is determined through the scheme's statutes, which are determined by the board of the joint scheme for contractual pension (AFP) and which are approved by the Ministry of Labour pursuant to the AFP Contributions Act of 2010.

Detailed rules for both the original AFP and the new AFP are set out in these statutes. Relevant companies must at all times keep themselves updated with regard to the obligation's incumbent on the company.

The statutes also contain certain special rules that may result in the individual employee not being entitled to AFP.

The statutes in force at any time can be found at <https://www.afp.no>.

III Original retirement scheme

Original retirement scheme is granted to employees who have submitted an application for such a pension by 31 December 2010 and who meet the conditions at the effective date. The latest effective date for original retirement scheme is 1 December 2010. Original retirement scheme runs up to and including the month in which the pension recipient turns 67.

Anyone who has started to withdraw original retirement scheme (in whole or in part) cannot later claim withdrawal of new retirement scheme.

Anyone who has started withdrawing the original retirement scheme (in whole or in part) cannot later demand withdrawal of new retirement scheme.

IV New retirement scheme

New retirement scheme is granted to employees born in 1944 or later and who are granted retirement scheme with effect from 1 January 2011. The scheme is established as a joint scheme in the private sector.

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

V. Conditions for obtaining a new retirement scheme (main points, see also the statutes)

In order to receive new AFP, the employee must at the time of withdrawal be, and for the last three years prior to this time have been, employed and actually employed in an enterprise covered by the scheme.

At the time of withdrawal, the employee must also have a pensionable income that, converted into annual income, exceeds the current basic amount in the National Insurance, and have had an income above the average basic amount in the previous income year.

Furthermore, employees born in 1955 or later must have been covered by the scheme for at least 7 of the last 9 years before reaching the age of 62 (the seniority period) through employment in one or more enterprises that were affiliated with the joint scheme at the time the seniority was accrued.

For employees born in 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the years 1952 to 1954, both figures are increased by one year for each year they were born after 1951. The employment relationship must have been the employee's main occupation during the seniority period and have provided the employee with a pensionable income that is higher than the employee's other income.

See also the statutes (www.afp.no) regarding special provisions regarding redundancy, illness, layoffs, leave, employer's bankruptcy, other income, other pensions received in employment, severance pay, ownership interest in the enterprise, ownership interest in other activities, etc.

Employees who have a lower retirement age or age limit than 62 years cannot be covered by the scheme.

VI. The pension level in the new retirement scheme

The retirement scheme is calculated at 0.314% of annual pensionable income up to and including the calendar year in which the employee turns 61, and up to an upper limit of 7.1 G. Pensionable income is determined in the same way as when calculating income pension in the National Insurance retirement pension. The retirement scheme is paid as a lifelong supplement to the retirement pension.

The retirement scheme is designed neutrally so that it increases with later withdrawals. The retirement scheme is not increased further when withdrawn after age 70. The same life expectancy adjustment as for retirement pension from the National Insurance is used when calculating the retirement scheme.

Earned income can be combined with the retirement scheme and retirement pension from the National Insurance without reduction in any of the benefits.

The retirement scheme is regulated in the same way as income pension in the new retirement pension in the National Insurance, both during accrual and payment.

VII. The new retirement scheme is financed in the following way:

The costs of The retirement scheme are financed by the enterprises, or parts of enterprises, that are or have been members of the joint scheme, and the state provides a contribution related to the individual pensioner.

The state provides contributions to the retirement scheme. Until 31 December 2010, the rules in Act No. 110 of 23 December 1988 apply, and from 1 January 2011 the rules in the AFP Contributions Act apply.

Compensation supplements to the new the retirement scheme are covered in their entirety by the state.

The enterprises pay premiums to the joint scheme to cover the part of the expenses that is not covered by the state's contribution. Further provisions on premium payments are laid down in the statutes of the joint scheme for contractual pensions (the retirement scheme) and in the joint scheme's board resolution.

In the period 2011 to 2015, there will be people who receive the original retirement scheme, and during this period, enterprises that were part of the original retirement scheme will have to pay a premium to it, as well as a deductible for their own employees who have taken out the original retirement scheme. The premium and deductible are determined by the board of the joint scheme.

For the new retirement scheme, enterprises must pay a premium for employees and others who have received wages and other remuneration that is reported under code 111-A in the Norwegian Tax Directorate's code overview. The premium rate is determined by the board of the joint scheme. The premium shall constitute a percentage of the total payments from the enterprise according to the enterprise's report under code 111-A. The enterprise shall only pay a premium on the part of the payments to the individual in the previous income year that is between 1 and 7.1 times the average basic amount.

Premiums are paid up to and including the year the member of the scheme turns 61. The premium is paid quarterly.

- VIII.** In addition to collective bargaining member companies in NHO, the agreement shall also apply to companies outside NHO that have a collective bargaining agreement with unions affiliated with LO or YS.

Appendix 5 Apprenticeship agreement

1. Apprenticeship regulations

- A. The training in the company shall be carried out in accordance with the Act on Primary and Secondary Education (the Education Act of 17 June 1998 No. 61) and its regulations, and the curricula that have been established for the subject.
- B. Companies/training offices that assume training responsibility must be well known to the Vocational Training Board and have a professionally qualified person who is responsible for and supervises the training.
- C. A written apprenticeship contract is established between the training company and the apprentice when the apprenticeship begins. The apprenticeship contract must be approved by the Vocational Training Board.
- D. The apprenticeship period in the company is normally 2 years.
- E. Apprentices who have reached the age of 21 and who enter into an apprenticeship contract with full training in the company (4 years) shall have a probationary period of 6 months. A written apprenticeship contract must be established no later than one month after the apprenticeship begins.

2. Responsibilities and rights

- A. The apprentice is an employee of the training company, with the rights and obligations that follow from laws, regulations and collective agreements. When the apprenticeship is over, the employment contract ends. If the apprentice is to continue in the company, a new employment contract must be concluded.
- B. The training company shall provide training in accordance with the established curricula for the subject. The training company shall give the apprentice time off to complete theoretical training outside the training company. The apprentice's working and school hours shall not be longer than the working hours that apply to other employees in the subject. If the training company ceases or develops in such a way that it no longer finds it possible to provide the apprentice with satisfactory training, the company shall notify the Vocational Training Board.

The training company receives subsidies from the county municipality in accordance with regulations issued by the Ministry.

- C. One or more representatives of the employees shall, together with the professional manager, supervise the training company to ensure that the training conditions in the training company are satisfactory, that an apprenticeship contract is written, that the curricula for the subject are followed and that the apprentices receive the theoretical training to which they are entitled.
- D. The apprenticeship contract may be terminated by the parties if they agree and after the training company has informed the Vocational Training Board in writing. With the consent of the Vocational Training Board, the contract may be terminated by both the training company and the apprentice under certain conditions.

3. The subject test

- A. The apprenticeship company shall register the apprentice for the trade test that is held closest to the end of the apprenticeship. The apprenticeship company shall provide the necessary workplace, materials, tools, equipment and assistant assistance during the trade test.
- B. The trade test shall be held in accordance with the established guidelines for the trade and journeyman test in the trade.

Appendix 6 Activity program between YS and NHO – with the goal of promoting equality and preventing discrimination

Introduction

The main agreement between YS and NHO, supplementary agreement II - Framework agreement to promote equality and prevent discrimination in working life, stipulates that the parties share common goals of an equal working life and have a common obligation to work for equality and prevent discrimination in working life.

YS and NHO have agreed on a joint activity program with measures in several areas to follow up on the goals:

Activity program

The main organizations will, through active action, take responsibility for bringing about changes, both structural and cultural, through the following activities/measures:

A working life with equality and diversity – without discrimination

- The parties will work actively for equality and diversity in working life, and against discrimination on the grounds of gender, pregnancy, maternity and adoption leave, care duties, ethnicity, religion, beliefs, disability, sexual orientation, gender identity and gender expression, or a combination of these grounds.
- The parties will work to ensure that union reps. and employers have knowledge of legislation and agreements that apply to protection against discrimination, harassment and sexual harassment.
- The parties will work to ensure that union reps. and employers have knowledge of legislation and agreements that apply to accommodation for employees who are entitled to it.

Together against sexual harassment

- The central organizations will work to ensure that measures against sexual harassment become part of the active, preventive work on the working environment and equality in the companies.
- The central organizations will support local or industry-specific initiatives to prevent and hinder sexual harassment.

Local agreements and projects on equality and non-discrimination

- If the local parties wish to draw up an agreement on the work on equality and non-discrimination in the company or wish to initiate specific measures to promote equality and counteract discrimination, the main organisations can assist through advice.

Working life – family policy

- The main organisations will work for a parental leave scheme that promotes gender equality.
- The main organisations will work for a family policy that balances considerations of family and working life, and which aims to ensure equal access to working life for both parents.

Equal pay

- The main organizations will work to counteract gender-related wage differences, follow up on any measures initiated in collective bargaining agreements, and provide information and guidance to members and union reps. about wage mapping.

Full-time/part-time

- The parties will work towards a full-time culture, adapted to the parties' wishes and needs locally.
- The parties will work to increase awareness and attitudes about the importance of full-time work for productivity, competence development, and income throughout the life course.

Equality in educational and professional choices

- The parties will work to counteract gender differences in educational and occupational choices.
- The parties will support local or industry-specific initiatives/projects that will promote recruitment and equality of the underrepresented gender.

The central organizations aim for annual cooperation meetings to discuss the status of the cooperation and assess joint concrete activities in the coming year.

The parties refer to the main agreement between YS and NHO for additional agreement II - Framework agreement to promote equality and prevent discrimination in working life, as well as information about work for equality and to prevent discrimination on the YS and NHO websites; www.ys.no and www.nho.no.

Appendix 7 Procedure for establishing working time arrangements

Part I: Working time arrangements that can be concluded internally between the company and the elected representatives, Working Environment Act Section 10-5(2).

1. Introduction

The agreements entered into by union reps. in the company and Parat are only applicable to members of Parat, therefore a majority of the employees covered by the agreements must be organized.

2. How to proceed?

2.1 Working time arrangements that can be agreed locally in the company

Locally in the company, an average calculation of working hours can be agreed, which allows for work to be done differently from normal daily work. An average calculation allows for up to 12.5 hours of work in a single day over a 24-hour period, and up to 48 hours over a seven-day period.

The average working hours shall not exceed the limits for normal working hours, which are 37.5 hours over a week, cf. Section 4.1 of the Construction Agreement for Mechanical Contractors. The limit of 48 hours over a seven-day period can be averaged over a period of eight weeks, however, so that the normal working hours do not exceed 54 hours in any single week. This follows from Section 10-5 (2) of the Working Environment Act.

Working time arrangements that are within these limits can be agreed locally in the company. An example of a working time arrangement that can be agreed locally in the company is the 4:3 arrangement, where employees work 37.5 hours during Monday to Thursday, and take time off on Friday.

2.2 Procedure for agreeing on working hours locally in the company

When an average calculation of working hours is to be agreed as described above, for example to agree on a 4:3 arrangement union reps. The first step is for the employer and the employees' union reps. to meet to discuss the working hours arrangement. If an agreement is to be concluded that implies that the normal working hours exceed 10 hours in a 24-hour period, special emphasis must be placed on the consideration of the employees' health and welfare. It should therefore be clear from the agreement that the employees' health and welfare were discussed when the working hours arrangement was concluded.

The agreement on the average calculation of working hours must be agreed in writing. The written agreement must state that an agreement on the average calculation has been concluded in accordance with the Working Environment Act, Section 10-5 (2).

The agreement must also describe in more detail the working hours arrangement that has been agreed, such as that a 4:3 arrangement has been agreed, where the location of the working hours is stated. The maximum amount that can be agreed upon is an average calculation of working hours for a period of 52 weeks.

The agreement must therefore state when the agreement was concluded and for what period the agreement on averaging working hours shall apply. The agreement must also state which employees the union reps. represent. The agreement on averaging working hours must be signed by the employer and union reps. As an agreement on averaging can only be agreed for a period of 52 weeks, the company should ensure that a new agreement is agreed upon when the period is over, if there is still a need for working hours arrangements.

2.3 Work on flexible weekends and nights

The main rule is that work shall not be done on movable public holidays or at night. This may be waived in accordance with specific rules in the Working Environment Act, Sections 10-10 and 10-11. The aforementioned provisions allow the union reps. and the company to enter into a written agreement that deviates from these main rules.

Cases where it may be thought that compelling considerations warrant exceptions to the main rule may be:

- work that cannot be carried out without other work at the workplace being interrupted, and which, due to the operating hours at the workplace, must be carried out on Sundays and public holidays,
- maintenance and repair work that, in the interests of the smooth running of the business, must be carried out on Sundays or public holidays. Such work may also, in the interests of the smooth running of other businesses, be carried out on Sundays or public holidays when important reasons require it,
- work that is necessary to prevent damage to facilities, machinery, raw materials or products, guard duty

- salvage and diving work when conditions make Sunday or public holiday work necessary work that cannot be interrupted for operational reasons.

Part II: Working time arrangements that must be approved externally by the Norwegian Working Environment Act Section 10-12(4)

1. Introduction

In cases where companies need to enter into working time arrangements that go beyond what follows from the Working Environment Act Section 10-5(2), the company and the union reps. must apply to Parat for approval for such an arrangement. The agreements entered into by union reps. in the company and Parat are only applicable to members of Parat, therefore a majority of the employees covered by the agreements must be organized.

2. How to proceed?

2.1 Working time arrangements that must be approved outside the company

Sometimes companies are dependent on working time arrangements that go beyond what can be legally agreed with the union reps. in the company, e.g. because employees who have long commutes must be ensured a good balance between work and leisure, and because certain facilities or projects require it. In such cases, approval of working time arrangements outside the company can be applied for. It follows from the Working Environment Act Section 10-12 (4) that a trade union with the right to propose can approve working time arrangements that go beyond what is prescribed in Section 10-5 (2). Parat is a trade union with such a right to propose.

There are several variations of integration schemes that require approval from Parat, such as:

12:9 scheme: Employees work for 12 days and then have 9 days off

12:9 scheme: In tunnel operations with night work

12:16 scheme: Employees work 12 days and then have 16 days off

14:14 scheme: Employees work 14 days and then have 14 days off

15:13 scheme: Employees work 15 days and then have 13 days off

7:7 scheme: Employees work 7 days and then have 7 days off

2.2 Procedure for applying for and obtaining approval for a working time arrangement

First, the company and the union representatives must agree on which working time arrangement to apply for. This agreement is written down in a protocol of agreement. The applicant must also download the form and work plan from Parat's website. The protocol of agreement, working time arrangement and application are sent to Parat.

If the company includes new employees in the working hours scheme during the agreement period, the company sends an updated overview with a revised list of names at least every three months (90 calendar days) from the date of the agreement.

Based on the application, Parat completes approvals and sends them to MEF. When the company has received notification from MEF that the scheme has been approved, it can be implemented.

A working hours scheme can be approved for up to one year at a time and applies to the individual facility. The company must ensure that it applies again when the period for which approval has been granted has ended. Any subcontractors must apply on an independent basis:

2.3 What schemes can be approved?

A maximum of 12.5 hours of work per day is permitted. Up to 15 days may be used in the rotation, of which a maximum of 14 days may have more than 10.5 hours of effective working time. For days where work is done beyond 10.5 hours, there must be at least one hour of break, of which 30 minutes are included in the working time, so that paid time is 12 hours for a 12.5 hour working day.

The main rule is that the working time for such arrangements is between 06:00 and 20:00, preferably between 07:00 and 19:00. Arrangements that run at other times may also be applied for where the nature of the work or needs at the individual facility so require. Parat will always make the final assessment of whether the main rule can be deviated from. With regard to applications concerning night work, please note that work with tunnel operations before permanent security is mainly limited to 02:00.

Need for work reduction

When applying for working time arrangements, it must also be assessed whether there is a need for reduced working hours in accordance with Appendix 9.

3. Requirement that the arrangement must be justifiable

3.1 Introduction

The Working Environment Act requires that all working time arrangements must be justifiable. The working time arrangements must be such that they do not expose employees to adverse physical or mental stress, and so that it is possible to safeguard safety considerations, cf. Working Environment Act Section 10-2 (1). The employer must therefore always consider whether the working time arrangement they wish to use in the company is justifiable from the perspective of health, welfare and safety.

Whether a working time arrangement is justifiable must be assessed specifically in each case. Below is an explanation of how the employer can assess whether the working time arrangement is justifiable.

3.2 How to assess whether a working time arrangement is reasonable

The employer should first map out the working time arrangements in the company where employees work beyond normal working hours per work session. The overview should describe the working time arrangements, the distribution of working time and free time (length of shifts and length of work-free periods), the number of consecutive night shifts.

A risk assessment of the working time arrangements should then be carried out, where the following factors should be considered:

- What tasks are to be performed?
- The composition of the workforce (experience, competence, qualities), apprentices are part of a permanent work team and have a permanent mentor
- Is the work passive or active?
- Work pressure and pace
- Breaks — number, duration and whether they can be carried out as planned
- Breaks as needed, opportunity to rest
- Healthy nutritious food, and appropriate placement of barracks with regard to travel distance and noise
- Good balance between work and social life
- Consideration for the individual employee - age, health condition, family circumstances, distance from home - workplace in special cases where exemption has been granted for home residents from participating in the working hours scheme

- Ensure that employees are not exposed to danger when traveling home after completing the rotation
- What risk-reducing measures have been implemented?

In addition to the union reps., the company's chief safety representative must also be involved in the risk assessment. The risk assessments must be made visible in the application.

The employer should then assess whether health or safety consequences are likely and whether they have occurred. Here, the employer can use information from the occupational health service and the employees themselves.

If the employer finds that the working time arrangement may lead to adverse physical or mental strain, or that it compromises safety, the employer must take measures. This may include providing longer rest periods between shifts, shorter shifts, reducing the workload per shift, increasing staffing, etc.

The employer must ensure that the employee retains his position and salary in the event of induction arrangements. Where induction arrangements with different weekly hours are entered into, the salary must be converted in accordance with Section 2.1 b of the collective agreement.

3.3 Work on flexible weekends and nights

When applying for a work arrangement, Parat may, upon granting the application for a working time arrangement, grant such an exception to the main rule regarding the prohibition of working on movable public holidays and at night.

If the company and the union representatives agree during the induction scheme to work on public holidays and public holidays, the company must agree on this in more detail with Parat by means of a simple application. An e-mail with an attached agreement protocol is considered sufficient as a simple application.

3.4 Public holiday allowance for integration schemes

Remuneration for movable public holidays and public holidays ("public holiday remuneration")

- a) For work on movable public holidays and public holidays, salary + public holiday allowance is paid according to working hours in the rotation
- b) For employees who, according to the work schedule, should have worked on a movable public holiday or public holiday, but who are given time off, allowance is paid for the number of hours according to the work schedule. This allowance is adjusted according to the percentage of staff.
- c) For employees who are in the free period, allowance for movable public holidays and public holidays is paid for 7.5 hours. This allowance is adjusted according to the percentage of staff.

Points a and b also apply to Easter Monday and Whit Monday where these days are included in the working period in the work schedule.

4. Termination of working time arrangements

Working time arrangements that require approval from Parat are granted for up to one year. In certain cases, there will be an opportunity to terminate the working time arrangement before the end of the one-year period. This applies if there is a suspicion that the working time arrangement is being abused, e.g. by working longer shifts than agreed. Where Parat considers terminating the working time arrangement, i.e. withdrawing approval, the company and MEF must be notified of this.

The employer can also initiate the termination of a working time arrangement if the employer sees that the arrangement is not justifiable. The employer must conduct a discussion about the assessment of justifiability with the union reps. and safety representative and discuss measures that can safeguard the employees' physical and mental health and welfare, and safety. If the employer nevertheless considers that the working time arrangement is unjustifiable, the employer can demand that the working time arrangement be terminated by Parat.

Before a working time arrangement is terminated, MEF and Parat must always discuss the matter in advance.

Appendix 8 Overview of possible working time arrangements

Working time arrangements – the right of the employer and employee representatives to conclude written agreements within certain limits regarding working time arrangements.

Working Environment Act§	Working Environment Act	Companies with a collective agreement	Parties entering into an agreement
10-12 nr. 4	Work that does not fall under the rule on working hours.	MEF and Parat may conclude a collective agreement on the arrangement of ordinary working hours without prejudice to the rules in the working hours rules in Working Environment Act. Chapter X. An agreement between MEF and Parat is concluded upon request and mutual agreement between the company and the union reps.	MEF – Parat freedom of agreement.
10-11	Night work. Work between 9:00 p.m. and 6:00 a.m. is night work and may not be carried out in cases other than those provided for in Working Environment Act. §10-11.		
10-11 nr. 1, 2 and 4	Night work by special permission or agreement.	In the case of an enterprise that is bound by a collective agreement, the employer may enter into a written agreement with the employee's union reps. regarding the performance of night work in accordance with the provisions of Section 10-11, No. 1, No. 2 and No. 4. The following conditions are set out in Section 10-11, No. 2 and No. 4: - Night work is not permitted unless the nature of the work makes it necessary. There must be a special and time-limited need	The company and union rep.

		- The agreement must be entered into in writing between the enterprise and the union reps.	
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10-10 nr. 1-3	<p>Sunday and public holiday work.</p> <p>There shall be a break from work from 6:00 p.m. the day before a Sunday or public holiday and until 10:00 p.m. the day before the next working day. Christmas, Easter and Whitsun Eve shall be a break from work from 3:00 p.m. to 10:00 p.m. the day before the next working day. Work within these periods is considered Sunday and public holiday work and may not be carried out in cases other than those mentioned in the Labour Code § 10-10. The employer shall confer in advance with the employees' representatives on the necessity of using Sunday and public holiday work.</p>		
10-10 nr. 2 and 4	<p>Sunday and weekend work by special permission or agreement.</p>	<p>In the case of businesses that are bound by a collective agreement, the employer and the employee's representative may conclude a written agreement on Sunday and weekend work: The following conditions are set out in Section 10-10, No. 2 and No. 4:</p> <ul style="list-style-type: none"> - Night work is not permitted unless the nature of the work makes it necessary - There must be a special and time-limited need - The agreement must be concluded in writing 	The company and union rep.

10-4	The length of normal working hours. Normal working hours must not exceed 9 hours a day or 40 hours a week.	According to the Labour Code § 10-4 no. 5, normal working hours are 40 hours a week. Labour Code § 10-6 regarding the length of overtime work is thus calculated based on a 40-hour work week. The individual company thus has 2.5 hours extra per week in accordance with the parties' agreed working hours of 37.5 hours a week.	
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10-5	Averaging working hours.	In the case of an enterprise that is bound by a collective agreement, the employer and the employees' representatives may conclude a written agreement that working hours shall be arranged so that, during a period of no more than 52 weeks, they are on average as long as prescribed in Working Environment Act § 10-1 and § 10-4, but not more than 54 hours in any single week, and not more than 12.5 hours in any single day. Longer working hours than prescribed in § 10-4 may not be used for more than six consecutive weeks.	The company and union rep.
10-6	The length of overtime work.	In the case of an enterprise that is bound by a collective agreement, the employer and the employees' representatives may, for a period of up to 3 months, conclude a written agreement on overtime work of up to 20 hours per week, but such that the total overtime work does not exceed 50 hours in 4 consecutive weeks. The total working hours must not exceed 16 hours in a single 24-hour period. Overtime work must not exceed 300 hours within a period of 52 weeks.	The company and union rep.

10-8 and 10-9	Rest breaks and leisure	In the case of businesses that are bound by a collective agreement, the employer and the employees' representatives may enter into a written agreement that overtime work, when necessary to avoid serious operational disruptions and home shifts, may be performed during the work-free period. Furthermore, the employer and the employees' representatives may enter into an agreement that the weekly free time shall be shorter than that provided for in the Working Environment Act. Section 10-5.	The company and union rep.
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Appendix 9 Reduction of working hours as of January 1st. 1987

A. From January 1st. 1987, the following reduction in working hours will be implemented:

1. To 37.5 hours per week:

Daytime working hours.

2. To 36.5 hours per week:

Normal 2-shift work that does not work on Saturday evenings or on bank holidays.

a. To 35.5 hours per week:

Work carried out "mainly" at night.

b. 24/7 shift work and "comparable" shift work.

c. 2-shift work and "comparable" shift work which is "regularly" carried out on Sundays and/or public holidays.

d. Working time arrangements which result in the individual having to work at least every third Sunday and/or flexible public holiday.

3. To 33.6 hours per week:

a. Fully continuous shift work and "comparable" rotational work.

b. Work during the day in mines.

c. Work with tunneling and blasting of rock spaces during the day.

4. For those who have extended working hours due to emergency service or passive service in accordance with § 10-4 (2) and (3) of the Working Environment Act, extensions must be made on the basis of the collective agreement's number of hours.

B. The implementation of compensation for reduction of working hours

a. Pure weekly, monthly and annual salaries are kept unchanged. If, in addition, a bonus, production premium etc. is paid which is dependent on the working hours, the movable part is regulated in accordance with point d below.

- b. Hourly wages (minimum wage rates, normal wage rates, individual wages and piece rate exemptions) are 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 expressed in kroner and øre per hour are increased in a similar way as determined in point b when it is clear that the employee's weekly earnings would otherwise fall due to the reduction in working hours if the rates were not regulated.
- d. Piece rates, fixed piece rates and price lists, production bonus schemes, bonus schemes and other wage schemes with varying profits are regulated so that the hourly profit is increased by the percentage to be used in accordance with point b.

Until agreement on regulation of piecework etc. is reached, the supplements are paid per hour worked. It shall also be possible for the parties to agree that the supplements shall be kept outside of contracts etc. and paid per hour worked.

- e. Piecework standards (piecework calculation basis) are regulated so that the piecework profit rises by the percentage to be used in accordance with point b. Until agreement on regulation of piecework standards (piecework calculation basis) is reached, the old piecework standards (piecework calculation basis) are used, and the supplements are paid per worked hour.

Where the company within a collective agreement area with a piece rate standard in the main agreement has to use higher figures than the collective agreement's piece rate standard, these figures shall only be regulated to the extent necessary to bring them up to the new collective agreement's piece rate standard.

- f. Upon agreement between the parties within the individual collective agreement area, it shall be possible to agree that compensation in accordance with points a-e is given in the form of an additional penny instead of in percentages.
- g. Where the reduction in working hours from 40, 39, 38 or 36 hours respectively takes place from a lower previous working time, relatively less compensation is given.

C. General about the implementation

1. When implementing a reduction in working hours according to point A, it is of crucial importance that the individual company achieves greater flexibility with regard to when work is to be carried out, maintains an appropriate operating time and ensures efficient and rational utilization of working time.
2. Before the shortening of working hours is implemented, the practical implementation must be negotiated at the individual company.
3. All collective agreements stipulate that working hours must be observed and used effectively. The union reps. undertake to contribute to this. With the aim of streamlining working hours to the greatest possible extent, a review of breaks, washing times etc. must be carried out. If, in the opinion of one of the parties, there is no reason to maintain the arrangements, the normal tariff-related manner is dealt with.
4. In § 10-12 (4) of the Working Environment Act, under certain conditions it is possible for the collective bargaining parties to reach an agreement on a different arrangement of working hours than that which the law stipulates as the usual one. Should there be a particular need within certain industries or companies to maintain the current working hours, the parties to the collective agreement can agree on this in accordance with Section 10 of the Act.
5. In connection with the shortening of working hours, it may prove desirable for reasons of economic utilization of the production equipment to practice different ordinary working hours, within the framework of the Working Environment Act, for different groups of employees. Within a working time arrangement, it may also be desirable to schedule the breaks at different times for the employees. It is assumed that this is regulated in more detail in the individual collective agreement.
6. In the event that the working time arrangement means that certain working days are non-working days, work on these days by employees who should have been free must be paid with a 50% supplement. In cases where the collective agreement contains a provision for a 100% supplement for overtime work on Sundays and public holidays and days before these, 100% must however be paid after 12.00 on Saturdays and after 16.00 on other weekdays.

7. When factual reasons make it necessary, the company must be allowed to change days off. In cases where there is no agreement by industry or at the company on the terms for this, the following shall apply:

Instead of the fixed day off, a corresponding day off can be given during the 4 consecutive weeks.

Notification of such a change of day off must be given at the latest at the end of working hours two days before the day off. At the same time, the company must notify when the employee will have the day off instead.

8. When the conditions for switching days off are met, no additional payment is made for ordinary working hours until 12.00 on Saturdays and until 16.00 on other weekdays.
9. In companies where the home security provisions in the Working Environment Act § 10-4 (4) apply, the reduction of the weekly working hours shall not in itself lead to a wider access to compensation on days off than is practiced under an arrangement of weekly working hours with 40 hours on average.
10. Where shift work within the framework of the Working Environment Act is to be maintained, introduced or extended and where there is no collective bargaining authority for this, the parties shall enter into negotiations during the collective bargaining period on shift provisions.

D. Day work

The main organizations recommend that the working time be spread over 5 days a week, unless factual reasons dictate another arrangement, and that the reduction in working time be carried out with a ½ hour reduction of the daily working time.

There may also be questions about other solutions, for example:

1. in that the daily working time is shortened by 25 minutes where a 6-day working week is used,
2. by the fact that the weekly working hours are longer than 37.5 hours in some periods compared to correspondingly shorter in other periods,
3. in that the current weekly working hours are maintained or reduced by less than 2.5 hours per week in exchange for corresponding days

off spread over the whole year or, in the case of continuous free time, certain periods of the year.

In the event that the relevant collective agreement does not contain other provisions, the following applies:

If the company and the employees - possibly with assistance from the organizations - do not agree, the daily working time must be shortened by ½ hour on 5 working days of the week or by 25 minutes each day if the work is a 6-day week.

The company must discuss with the union reps. whether the shortening should take place at the beginning or end of working hours or both. When choosing alternatively, emphasis should be placed on what the company's employees want and that the working time arrangement, as far as possible, be the same for all groups in the company. If agreement - possibly with assistance from the organizations - is not reached, the company determines within the framework of the collective agreement how the reduction in working hours is to be implemented.

The above provisions do not, firstly, prevent an industry-specific agreement being reached on how the reduction of working hours is to be implemented and, secondly, cannot be invoked during the federal negotiations as far as collective agreements that contain exact provisions on the division of working time are concerned.

E. Transition to a new shift plan

The parties agree that when, as a result of the shortening of working hours, one switches to a new shift schedule, this is followed without settlement of free time or working time in accordance with the previously practiced shift schedule.

F. Maintenance of production, productivity and efficient working hours

It is assumed that the parties to the individual company strive to increase productivity. As far as possible, the shortening of working hours should not result in increased staffing.

In connection with the reduction in working hours, the main organizations agree to implement a number of measures with the aim of improving the companies' productivity. Reference is made to the organizations' report on working hours of 6 January 1986.

In the main agreement, Confederation of Norwegian Industries and the National Organization in Norway have drawn up provisions which aim to facilitate the best possible conditions for cooperation between the company, union reps. and the employees. The main organizations emphasize the importance of the parties following these provisions in practice.

In connection with the reduction in working hours, with the aim of reducing the financial burden, the main organizations will particularly point out that individual companies must cooperate on measures to increase efficiency, reduce production costs and improve the companies' competitiveness.

The main organizations refer to the cooperation that has been carried out in connection with previous reductions in working hours.

The result of this collaboration has been positive and is of great importance in ensuring the companies' competitiveness and creating safe workplaces.

Also with this reduction in working time, the main organizations will encourage the parties to discuss the utilization of working time. The parties should examine whether working time is effectively utilized in all working conditions and, if necessary, take measures to achieve this. Furthermore, in their endeavors the parties must have their attention turned to technical innovations that can produce better production results and involve an improvement in the working environment. The efficiency measures implemented must harmonize with the requirements for a good working environment. Well-being and safety are important elements when dealing with the question of efficient use of working time.

G. More details on Section 10 of the Working Environment Act

a. Section 10-4

By round-the-clock shift work is meant work that is carried out 24 hours a day, but which is interrupted on Sundays and public holidays.

In normal weeks, the work can be added to the time from 22.00 on Sundays until 18.00 on Saturdays, which means an operating time of 140 hours.

- b. Comparable shift work means a working time arrangement that causes the employees the same or nearly the same disadvantages as 24/7 shift work, which will usually be the case when the work is carried out for more than 5 hours each night, even if the number of hours the individual employee works at night will vary somewhat below what would be the case if the business were run around the clock.
- c. In this provision, the term "Sundays and weekends" means "Sundays and/or weekends". This means that for work on two shifts and comparable shift work that is regularly carried out on variable public holidays, but not necessarily on Sundays, the normal working hours must not exceed 35.5 hours per week either.

In order for work to be considered work on a Sunday and/or weekend, the employee concerned must either have worked at least 4 hours into the day when, according to the law, there is a public holiday rest, i.e. all 4 hours between 18.00 and 22.00, or after 10 p.m. In the latter case, without any requirement to lose length of time.

- d. Moveable public holidays shall be considered Sundays when interpreting the expression "every third Sunday". This means that an employee who does not work as often on Sunday as every third Sunday, will still be able to get 35.5 hours per week if he also works on variable public holidays to such an extent that he reaches at least every third Sunday. - and holiday.
- e. The expression "work which is mainly carried out at night" means that employees fall under the provision if $\frac{3}{4}$ of the working time, however at least 6 hours after the current working time arrangement, falls at night. (In the period from 21.00 - 06.00).

1. Section 10-4:

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

The extent to which shift work can be said to be comparable to fully continuous shift work depends on whether the normal working hours for the individual employee in accordance with the established work schedule must be allocated to different times of the day and so that the working hours for the person in question must, as a general rule, include at least 539 hours of night work per year and at least 231 hours of work on Sundays per year.

In this context, night work means work between 22.00 and at 06.00 (time for night shift). The Sunday day is counted from Saturday at 22.00 until Sunday at 22.00 (time for weekend shifts).

If the work plan covers a shorter period of time than 1 year, the number of hours that apply to requirements for night work and Sunday work must be regulated accordingly.

Work of shorter duration than 4 weeks is not considered shift work according to this provision.

H. Transitional arrangement

During a transition period until July 1st. 1987, there shall be an opportunity to use current shift, rotation and other working time arrangements.

The individual collective bargaining parties can also agree on a further postponement of the implementation of the reduction in working hours for the relevant industry or companies within it, however not beyond October 1st. 1987.

In the weeks where transitional arrangements are used, hours in which the working hours in accordance with shift, rotation or other working time arrangements exceed the new working hours on average per week shall be considered overtime work. The overtime allowance for the hours in which the working time in accordance with shift, rotation or other working time arrangements on average per week exceeds the new working time shall be 50% until July 1st. 1987.

If the individual collective bargaining parties agree to extend the transition period beyond July 1st.1987 and until October 1st.1987, the additional remuneration during this period shall be 75%.

Compensation for reduced working hours comes in addition to the payment for the excess hours.

Appendix 10 Holiday

Introduction

It is a main task for the parties to improve the companies' competitiveness. When introducing more free time, it is therefore a clear prerequisite that companies are given opportunities to offset the competitive disadvantages this entails with greater flexibility. The employees, for their part, will also have different needs for deviating working time arrangements based on different life phases, working and living situations, etc. Increased flexibility together with the fifth holiday week will contribute to less sickness absence and increased productivity.

A. Flexibility

The following provisions are included in all agreements:

- a) "Where the parties locally agree on it, as a trial scheme, arrangements tailored to the company can be implemented which go beyond the provisions of the collective agreement as far as working hours and remunerations for this are concerned. Such arrangements must be submitted to the federation and national association for approval."
- b) "It is permitted to calculate the average working time according to the rules in the Working Environment Act § 10-5. The parties to the collective agreement can contribute to such agreements being established."
- c) "There may be individual needs for deviating working time arrangements, leisure wishes etc. Such arrangements are agreed with the individual or the union reps. for example in the form of average calculated working hours or hourly account arrangements. Individual agreements stand behind agreements entered into with the union reps."

B. Contracted holiday

- 1. The extended holiday, 5 working days cf. Section 15 of the Holidays Act, is brought forward by the remaining part being introduced as a contractual arrangement and included as an attachment in all collective agreements.

Extra holiday for employees over 60 years of age of 6 working days is maintained, cf. section 5 nos. 1 and 2 of the Holiday Act.

An employee can claim 5 working days off each calendar year, cf. section 5 no. 4 of the Holidays Act. If the contractual holiday is divided, the employee can only claim as many days off as the person concerned normally has to work during a week.

2. If the authorities decide to implement the remaining part of the fifth holiday week, these days shall be deducted from the contractual arrangement.
3. The remaining part of the fifth holiday week is phased in so that 2 days off are taken in 2001, the others in 2002.

Holiday pay is calculated in accordance with Section 10 of the Holiday Act. When the fifth holiday week has been completed, the general percentage rate for holiday pay shall be 12% of the holiday pay basis, cf. section 10 nos. 2 and 3 of the Holiday Act.

The increase is made by changing the percentage rate for the earning year as follows:

2000 is set to 11.1

2001 is set to 12.0

If the authorities decide to extend the number of holiday days in the Holidays Act, it is the parties' condition that the above figures are used as the basis for holiday pay for the corresponding period.

4. The employer sets the time for the contractual holiday after discussions with the union reps. or the individual employee at the same time as setting the ordinary holiday.

The employee can demand to be notified of the determination of the contractual part of the holiday as early as possible and no later than two months before the termination, unless special reasons prevent this.

5. The employee can claim to be given holiday time off according to this provision regardless of earning holiday pay.

If the operation is completely or partially suspended in connection with a holiday, all employees affected by the stoppage can be ordered to take a holiday of the same length regardless of the accrual of holiday pay.

6. The employee can demand that the contractual part of the holiday be given together within the holiday year, cf. the Holidays Act § 7 no. 2, so that 1 week of continuous holiday is achieved. The main organizations encourage the parties to place the agreed holiday so that the requirement for productivity is met to the greatest extent possible, for example in connection with Ascension Day, Easter, Christmas and New Year's weekend.
7. By written agreement between the company and the individual, the agreed holiday can be transferred in whole or in part to the next holiday year.
8. For shift workers, the contractual holiday is adjusted locally, so that after full implementation this amounts to 4 worked shifts.

Notes

1. In collective agreements where holiday according to Section 15 of the Holidays Act has already been introduced, the number of days shall not be increased as a result of the introduction of the contractual holiday. The implementation and practical implementation of the contractual holiday for the areas in question are agreed upon in more detail between the parties.
2. For the 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 the holiday takes place during the holiday period during the holiday year.

Appendix 11 Basic training in protection and environmental work

Agreement on basic training in safety and environmental work between the Norwegian Federation of Mechanical Engineers on the one hand and Parat on the other.

Pursuant to the Working Environment, Working Hours and Occupational Safety and Health Act, Section 6-5, employers shall ensure that safety representatives and members of working environment committees receive the training necessary to enable them to perform their duties in a responsible manner. Safety representatives and members of working environment committees have the right to take the necessary training at courses arranged by the parties' organizations.

The expenses in connection with such training shall be covered by the employer.

The Ministry shall issue further rules on the requirements for the training. Reference is also made to Chapters 6 and 7 of the Working Environment Act.

With reference to the above, the Norwegian Federation of Mechanical Engineers and Parat have agreed to the following agreement regarding basic training in safety and environmental work:

Training needs and participation

Good training is a prerequisite for the safety organization at the companies to be able to solve the tasks assigned to them by law and agreement. The parties to the agreement agree that, both for the sake of effective environmental work and for practical implementation, it is desirable that the training takes place in cooperation between the parties.

Due to the special nature of the industry, there is a need for common basic training that includes everyone who has a function in the machinery contractors' safety organization, including safety representatives, union reps., supervisors, company managers and representatives in the working environment committees.

Common basic training should be organized so that it also contributes to developing good cooperative relations within the safety organization, the company and the established union reps. apparatus.

Scope of training – course type

The basic training shall be carried out within a framework determined by the parties – a maximum of 40 hours.

A steering committee shall be established, consisting of a representative from MEF and a representative from Parat. This steering committee shall be responsible for the professional composition of the basic training, including the selection of lecturers/study leaders and the allocation of the allocated time.

MEF shall act as the technical course organizer on behalf of the parties to the agreement.

Training material

The training shall be based on the study material prepared in collaboration between MEF and Parat.

The agreement shall not prevent safety representatives and representatives on the environmental committee who, for practical reasons, would rather take the basic training at other relevant training institutions.

Special training in environmental work

The parties understand that the training needs will vary with the different tasks assigned to the different categories of employees in the security organization.

For some categories, there will likely be a need for additional training beyond the basic training. Until further notice, leave for participation in such special training will be processed in accordance with the main agreement § 6, clause 9.

Goal setting

Establish a foundation of knowledge that working life in the future can build on with a view to realizing the goals of laws and agreements on worker protection and the working environment.

Costs

All costs associated with basic training are covered by the company.

Duration of the agreement

This agreement is valid until further notice and may be terminated by either party with 6 months' written notice.

Appendix 12 Outsourcing, hiring and temporary agency employees

1. Terms and conditions for hiring and outsourcing work, etc.

- 1.1. The parties agree that it is important to work to make the industry as attractive and serious as possible. Where the company's own staffing is not sufficient, various measures shall be discussed - including the possibility of increasing the number of its own employees, cf. the main agreement § 9-3.

The parties are concerned with preventing "social dumping" and ensuring that the challenges posed by an international market and free movement in the labour market and the services market are dealt with in a good manner, and in line with Norwegian legislation and agreements and international regulations.

- 1.2. If the company wishes to hire labour or postpone parts of the work, this must be negotiated in advance with the company union reps., cf. the main agreement § 9-3.

Case processing

The minutes should state the staffing needs, the reasons for not hiring, and the scope and duration of the hiring/postponement.

- 1.3. The company's management shall, upon request, demonstrate to the union reps. that hired labour, and subcontractors have proper wage and working conditions. Wages and working conditions that the union reps. perceive as unreasonable in relation to central collective agreements in the areas may be discussed with the company.

The company shall, upon request from union reps., inform the union reps. of how it has been arranged for employees employed by subcontractors who temporarily perform work in the company to have housing and working conditions.

- 1.4. If outsourcing of work means that the company, for that reason, has to lay off or terminate permanently employed employees, the outsourcing of work may be in conflict with the Working Environment Act, Section 15-7, and the main agreement, Section 8-1, No. 1. The union reps. may demand negotiations on this.

1.5. **Labor rental agreements between manufacturing companies**

The organizations recommend that companies agree on guidelines for labour rent between companies to meet production fluctuations and counteract dismissals and layoffs.

It is assumed that labour rent is in accordance with the Working Environment Act Section 14-13 as well as other laws and agreements. Such agreements are established in agreement with union reps.

2. **Pay and working conditions for hired workers**

- 2.1. Employees in a temporary employment agency/temporary employment agency shall, for as long as the employment relationship lasts, have the same pay and working conditions as apply in the hiring company in accordance with the Working Environment Act, Section 14-12 a, (proposed in Prop 74L).

The provision means that pensions are not covered by the principle of equal treatment.

If the temporary employment agency/temporary employment agency is not bound by a collective agreement between LO and an employers' association, the following does not apply:

Appendix 2 The collective agreement

Appendix 3 Agreement on an information and development fund

Appendix 4 Agreement on the AFP scheme

Appendix 6 Equality

Appendix 9 Reduction of working hours

- 2.2 The hiring company is obliged to provide the staffing agency/temporary employment agency with the necessary information to ensure that the condition of equal treatment pursuant to section 2.1 can be met, and to oblige the staffing agency/temporary employment agency to this condition.

At the request of the union reps., the company shall document the wage and working conditions that apply at the staffing agency/temporary employment agency when hired employees are to work within the scope of the collective agreement.

- 2.3 Chapter 6 of the main agreement also applies to hired workers with the following exceptions: If the hiring company is bound by the main agreement between YS and MEF, disputes about the hired worker's salary and working conditions are a matter between the parties in the hiring company. Union reps. and company representatives from the hiring company can, upon request, assist in the negotiations with information about the agreements in the hiring company.

If the hiring company is not bound by the main agreement between YS and MEF, union reps. in the hiring company can raise with the hiring company allegations of breach of the principle of equal treatment in section 2.1 so that the hiring company can clarify and possibly rectify the situation.

- 2.4 Hired workers shall be presented to union reps. in the hiring company. When discussing hiring, the local parties shall also discuss resources for union reps. work, cf. the main agreement § 6-6.

Note

Sections 2.1, 2.2 and 2.3, 2.4, shall be implemented at the same time as the amendments to the Act enter into force, cf. Prop 74L (2011-2012).

3. Employees in temporary employment agencies

The provisions in this appendix regulate conditions in staffing companies/temporary employment agencies that are covered by this agreement, cf. scope 1.1.

- 3.1. This agreement may be applied as a collective agreement in staffing companies/temporary employment agencies that have employees who are hired out and who perform work within the scope of this agreement, cf. § 1.1.
- 3.2. Employees shall have a written employment contract in accordance with the provisions of the Working Environment Act.
- 3.3. A written assignment agreement shall be issued for all assignments containing all relevant information about the nature, content and duration of the assignment.
- 3.4. Termination and dismissal apply in accordance with the provisions of the Working Environment Act.

- 3.5. If an employee is offered employment in the hiring company, he/she may resign after termination when the notice period expires, unless the parties agree otherwise. During the notice period, the employee has the right to continue working in the hiring company if the assignment is valid.
- 3.6. When hiring out to a company that is bound by this collective agreement, the wage and working conditions of the hiring company apply, cf. § 2.1.
- 3.7. When hiring out to a company that is not bound by this collective agreement, the wage and working conditions agreed upon in the hiring company apply as long as these do not conflict with the requirement for equal treatment in the Working Environment Act.
- 3.8. The wage obligation runs in accordance with the employee's employment contract. In the event of layoff or termination of the employment relationship, the Working Environment Act and the main agreement apply.

Appendix 13 Permanently adapted work in ordinary activities (VTO)

§ 1 Scope of the attachment

The appendix applies to employees who are 100% disabled and are permanently employed in the company on the VTA measure in ordinary activities (VTO), or through other similar schemes.

Unless otherwise stated in the appendix, the provisions of the collective agreement also apply to employees covered by this appendix.

§ 2 The employee's tasks in the company

The employee performs the tasks assigned to him/her by the company. Before being hired, it is discussed with the union reps. how the employee will be looked after and receive the follow-up and development required by the qualification plan.

§ 3 Employment, employment contract, termination/dismissal

The employee is employed by the company in accordance with the Working Environment Act. A written employment contract must be entered into.

Termination/dismissal must have objective grounds and be carried out in accordance with the provisions of the Working Environment Act.

§ 4 Salary regulations

The salary covered by this provision is the salary paid by the company to its employees who are covered by this appendix. Social security benefits shall not be included.

The minimum rate of salary is stated in the VTA appendix to the AMB collective agreement in force at any time. From 21 April 2023, the minimum rate of salary is NOK 28 per hour. [Follow](#) link (The VTO appendix is posted at the top of the list on the website.)

Regardless of the type of collective agreement the company is bound by, the above minimum rate applies and management shall discuss with the union reps. once a year any adjustment to the company's wage rate(s) for those covered by the appendix.

§ 5 Work outside the place of employment

When working outside the daily workplace, this can be compensated according to local agreements.

§ 6 Working time arrangements, Work outside the workplace

When working outside the employee's daily workplace, it can be agreed that working hours follow the working hours at the external company.

§ 7 Salary during illness etc.

The company shall pay sick pay in accordance with the provisions of the National Insurance Act in force at any time, based on the individual's salary during the employer's period.

Appendix 14 Operation and maintenance, etc.

This appendix covers work within the operation and maintenance of roads, etc. This appendix is designed for mechanical contractors who mainly work within construction, but who also engage in operation and maintenance.

Outsourcing, hiring and temporary agency employees

The parties agree that it is important to work to make the industry as attractive and serious as possible. Where in-house staffing is not sufficient, various measures shall be discussed — including opportunities to increase the number of in-house employees, cf. the main agreement § 9-3, and appendix 11 to the agreement.

Wage rates

For wages, the applicable wage provisions in the collective agreement apply.

Working hours

For normal working hours, the provisions in the collective agreement apply.

Emergency response

For emergency response outside the workplace, reference is made to Section 10-4 (3), third paragraph of the Working Environment Act.

Working time arrangements/average calculation

For working time arrangements/average calculation, the provisions in the collective agreement apply.

The purpose of the average calculation is to have a work and emergency response arrangement that is necessary to ensure satisfactory management and execution of tasks within operation and maintenance, etc.

The parties at the company may agree to establish an hour bank. Time accrued for time off/minus time is transferred to the hour bank. Any overtime bonus is paid continuously each pay period. The number of hours set aside in the bank may vary as needed and is agreed in local negotiations. After the end date of the emergency response agreement, any minus hours are deleted. If there are additional hours remaining in the time account (which have not been taken off) after the end date of the standby agreement, these will be paid out.

Local negotiations

For each emergency period, management and union reps. shall negotiate a special agreement that ensures predictability and soundness and meets the legal regulations in the Working Environment Act and the collective agreement within on-call/standby arrangements, working hours arrangements and remuneration.

On-call/standby arrangements, working hours arrangements shall be prepared and discussed with the union reps. as early as possible and no later than two (2) weeks before the plan is implemented. Minutes shall be drawn up from the discussions and signed by both parties.

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