

Agreement of 2022  
The Norwegian Agreement is the legal binding document

357  
Oil Service Companies (Industry Energy)  
Expires 31 May 2024

## AGREEMENT

between

The Confederation of Norwegian Business and Industry (NHO)/  
The Norwegian Oil and Gas Association

and the oil service companies affiliated with the Confederation/Association

on the one side

and

The Norwegian Confederation of Trade Unions (LO)/ Industri Energi  
and the local union concerned

on the other side

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## **PART I: THE BASIC AGREEMENT BETWEEN LO AND NHO**

### **PART II: GENERAL PROVISIONS**

#### **2.1 SCOPE**

- 2.1.1 This Agreement shall apply to employees of companies engaged in activities on or aimed at the Norwegian Continental Shelf, within or in connection with subsea activities, drilling and well activities, geological surveys and services, as well as for other work within or in connection with the oil industry which the parties may agree upon. Diving personnel are only covered by Part I and Part VI of the Agreement.
- 2.1.2 For as long as this Collective Wage Agreement shall be in force between the organisations, none of the parties may enter into new agreements with other companies that perform services that fall under the scope of this Agreement, and which contain provisions relating to wages and working conditions that deviate from the provisions of this Agreement.

#### Minutes entry

Reference is made to a letter from OLF (now the Norwegian Oil and Gas Association) to NOPEF (now Industri Energi) in connection with NOPEF establishing a parallel agreement with the Norwegian Shipowners' Association, which states the following, inter alia: "After considerable efforts by NOPEF and OSSL, the Oil Service Agreement was established between the parties in 1992. The introductory provision is Article 2.1 of the Agreement, which states that neither OSSL nor NOPEF may take part in new agreements that fall under the scope of this Agreement, and which contain provisions that deviate from the Oil Service Agreement. Both parties have felt that the provision is necessary due to the many players within the collective wage area on the Shelf. Great emphasis is placed on orderliness and cooperation through a joint development of the scope of the Agreement between the parties." With reference to the Norwegian Oil and Gas Association's letter to Industri Energi, Industri Energi acknowledges that Article 2.1.2 of the OSA contains a demand for conformity in the contents and editing in parallel agreements. The Norwegian Oil and Gas Association also acknowledges that it has the same obligations in relation to other organisations within the scope of the Agreement. Should deviations be necessary, it is assumed that such deviations must be discussed and registered in the minutes by the Norwegian Oil and Gas Association and Industri Energi.

- 2.1.3 This Agreement currently encompasses the following firms:

- Aker Solutions AS, Ågotnes branch
- Altus Intervention (Technologies) AS
- Altus Intervention AS
- Baker Hughes Norge AS
- Benor AS
- Cameron Norge AS
- Claxton Engineering
- Enhanced Drilling AS
- Expro Norway AS
- Frank's International AS
- Halliburton AS
- I O S Tubular Management AS

Intertek West Lab AS  
KCA Deutag Drilling Norge AS  
Landmark Graphics AS  
Nosefo Bergen AS  
NOSEFO Tau AS  
Oceaneering AS  
Oceaneering Asset Integrity AS  
Petrotech AS  
PSW Technology AS  
Ramco Norway AS  
RelyOn Nutec Norway AS  
ResQ AS  
Schlumberger Norge AS  
Soiltech Offshore Services AS  
Speedcast Norway AS  
Stratum Reservoir (Norway) AS  
Subsea 7 Norway AS  
TWMA Norge AS  
Weatherford Norge AS  
Welltec Oilfield Services (Norway) AS

2.1.4 In addition, Industri Energi has exercised the Agreement for the following companies:

Ardyne AS  
Dril-Quip Europe Ltd  
Gyrodatta AS  
IKM Production Technology  
Instrumentering AS  
Jansen Invest AS  
JWS AS  
JWS Gruppen AS  
JWS Engineering AS  
National Oilwell Varco Fluidcontroll Norway  
National Oilwell Varco Norway AS  
National Oilwell Varco Norway AS, Stavanger branch  
National Oilwell Varco Norway AS, Kristiansand branch  
National Oilwell Varco Norway AS, Molde branch  
National Oilwell Varco Norway AS, Asker branch  
National Oilwell Varco Norway AS, Trondheim branch  
National Oilwell Varco Norway AS, Tønsberg branch  
NOV Wellbore Technologies Norway LLC  
Oss-Nor Hammerfest AS  
PipeTech International AS  
Q10-Offshore AS  
IKM Subsea Motor Solutions AS  
Reflection Marine Norge AS  
Resman AS  
Roxar ASA  
Roxar Flow Measurement AS, Bergen branch  
Roxar Flow Measurement AS, Stavanger branch  
Roxar Flow Measurements AS, Trondheim branch  
Roxar Software Solutions AS, Stavanger branch

Saybolt Norway AS  
Scanwell AS  
Schlumberger Information Solutions AS (SISAS)  
SGS NORGE A.S.  
Tco AS (1121)  
Tuboscope Norge A/S  
Vertech Offshore AS  
Vinde Tilkomsteknikk as  
WesternGeco A/S  
Corpro System Limited  
CCB Subsea AS  
NOV Completion Tools AS  
Wellbore Integrity Solutions Norway AS  
Onesubsea Processing AS  
Industry Service AS

## **2.2 SPECIAL AGREEMENTS**

The parties at the local company level may enter into special agreements that are not in conflict with this Agreement.

### Minutes entry

As regards companies subject to the Oil Service Agreement and where other conditions have been established with other organisations that differ from the conditions in the Oil Service Agreement, the parties shall locally, or with assistance from the organisations if applicable, enter into negotiations regarding a special agreement in order to ensure equal wages and working conditions for the employees.

## **2.3 FOREIGN PERSONNEL**

- 2.3.1 As regards foreign personnel employed on international terms, as well as rotations of foreign personnel from the same group, work that falls under the scope of the Agreement must be performed for compensation which, based on a comprehensive assessment, costs the employer an amount equal to the total due to an equivalent employee who is covered under this Agreement and who performs equivalent work. Compensation and working hours shall be based on the assumption that the work during the calculation period shall not exceed an average of 33.6 hours per week. For the purpose of this comparison, compensation shall only include payment which the employee will presumably report for taxation. Such personnel shall only be utilised when necessary, in order to manage peak workloads that the company does not have sufficient Norwegian personnel to cover, as well as when necessary, in order to meet a need for specialized labour. The use of such personnel shall be discussed with the shop stewards in advance.

The use of such personnel, as well as the comprehensive assessment of the compensation level, shall be checked by Industri Energi and the Norwegian Oil and Gas Association, as the parties agree that this provision shall not lead to a situation wherein it becomes cheaper to use foreign labour as compared with Norwegian labour.

2.3.2 This agreement does not apply to foreign module, pipeline, cable and construction personnel pursuant to Article 3.13.1 if:

- a) the vessel is not subject to the regulations relating to worker protection and working environment in the petroleum sector,
- b) the company is bound by an approved agreement with ITF for all offshore service company vessels that are operating in North-Western Europe with this type of personnel, and
- c) the share of the personnel covered by this agreement or who have corresponding benefits, cf. Article 2.3.1, exceeds 50% of the number of employees in this group on the individual vessel.

#### Minutes entry

As regards companies with several vessels on the Norwegian Shelf, the 50% share can be calculated based on the total number of vessels, including ROV personnel, diving personnel and survey personnel. Until further notice, this agreement does not apply for lay barges and large, specialised crane barges/vessels with an ITF agreement. The Norwegian Oil and Gas Association and Industri Energi may also agree to exclude module, pipeline, cable and construction personnel from the agreement in other cases.

As regards the personnel who, pursuant to this Article, are excluded from this agreement, Industri Energi and the company shall prepare an agreement regarding payment into the education and development fund; the loss of health certificate scheme, and the supervisory scheme targeting social dumping, following the pattern used in Industri Energi's affiliation agreements.

## **2.4 WORK ABROAD**

As regards assignments abroad, a written agreement regarding wages and working conditions shall be established between the company and the employee. If the assignment has a duration of less than two months, an agreement shall be established between the company and the shop stewards.

## **2.5 EMPLOYMENT AND TERMINATION**

2.5.1 The employees are employed by means of a written contract (employment contract) signed by the employee and the employer. The employment contract shall be in Norwegian, and in English, if applicable. The employment contract shall include the name of the employer, who can accept resignations or terminate employment on behalf of the employer, the employee's position and wage rate, and shall otherwise satisfy the requirements of the (Norwegian) Working Environment Act. In the event of a dispute regarding interpretation of the employment contract, the Norwegian text shall take precedence.

2.5.2 The employee shall be familiarised with this Agreement upon employment, and the employment contract shall refer to this Agreement.

2.5.3 Vacant and new positions shall normally be announced internally.

- 2.5.4 The Norwegian language should be used to the greatest possible extent. Other languages may be used if necessary or reasonable for the implementation of activities.
- 2.5.5 Upon leaving the company, employees shall receive the pay they are due, including pay for accrued days off which cannot be taken due to the termination of employment.
- 2.5.6 The termination rules pursuant to the Working Environment Act shall apply to work under this Collective Wage Agreement.
- 2.5.7 When a termination notice is presented and the period of notice according to Section 15 of the Working Environment Act expires on a specific date (i.e. the end of a month), the employment relationship will terminate immediately after the last available period that is concluded prior to the specified date. In cases where there is an established shift schedule, the employment relationship shall be terminated immediately after the last trip offshore that is concluded prior to the specified date.
- 2.5.8 When the notice period expires on a date that falls within an offshore period, the employment relationship will terminate after this offshore period is concluded.
- 2.5.9 Articles 2.5.7 and 2.5.8 do not apply for employees who are employed for a specific period of time or to carry out specific work of a temporary nature, cf. Section 14-9 of the Working Environment Act.

## **2.6 MILITARY SERVICE, ALTERNATIVE CIVILIAN SERVICE, MILITARY REFRESHER TRAINING AND BIRTH**

- 2.6.1 In connection with military service, alternative civilian service and absence in connection with birth, the employee will accrue company seniority as if the person were at work.
- 2.6.2 In connection with military service, the employee will earn the same wage seniority as if they had been at work.
- 2.6.3 Compulsory military service in the Armed Forces or compulsory alternative civilian service shall be credited as wage seniority in connection with employment in a permanent position after such service has been completed.
- 2.6.4 Refresher training in the Armed Forces or mandatory service in the Norwegian Home Guard or the Civil Defence shall not entail any curtailment of monthly wages. When such periods fall within working hours, the compensation provided by the Government shall fall proportionally to the company.

## **2.7 TRAINING**

- 2.7.1 Participation in general technical training and expertise enhancement that is not compulsory pursuant to Article 2.8.1 is not considered to be compulsory training.
- 2.7.2 If the course is presented as an optional course, lack of participation shall have no negative consequences for the future of the employee in the company.

## 2.8 COMPULSORY COURSES

2.8.1 Compulsory courses mean courses that the employee is required to attend on the basis of demands stipulated by the employer, or as a consequence of the fact that the employer is required to provide for the relevant type of training on the basis of requirements stipulated by the authorities or operator. Courses that are incorporated as part of the company's position requirements pursuant to the individual's position category shall also be deemed to be compulsory courses, but not practice candidates courses "praksiskandidatordningen". This provision also applies for compulsory electronic courses.

2.8.2 The employee will maintain their wages when participating in compulsory courses. When participating in compulsory courses, the actual course time shall be recorded and shall be a minimum of 7.5 land hours per course day entered as working hours. Electronic courses shall be recorded with the estimated course time. Participation in compulsory courses during a free period will not entitle the employee to overtime pay. If the course takes place during the employee's leisure time on the Shelf, the employee will be paid overtime for the time spent. In connection with a compulsory course abroad lasting more than three months, the company and the employee will agree on the terms. As regards courses of shorter duration held abroad, course time spent shall be recorded as working hours; however minimum 7.5 onshore hours, and maximum 12 onshore hours per course day.

Participation in compulsory courses on public holidays shall be compensated with overtime (100%).

Onshore employees shall be compensated with overtime payment (50%) for participation in compulsory courses during leisure time.

2.8.3 In connection with participation in compulsory courses, the company will normally only cover costs associated with first and second examinations.

2.8.4 In connection with participation in compulsory courses, trips home in connection with weekends and public holidays shall be agreed upon in advance between the company and the shop stewards.

If the employee resides abroad, travel expenses to and from the course location shall be covered in accordance with the agreement between the employee and the company.

2.8.5 In connection with courses the company requires the employee to attend, the company shall cover expenses for travel, course fees, good-quality accommodation and food in accordance with the company's travel expense scale.

2.8.6 In the event of compulsory courses during a free period, the company shall notify the employee no later than two months prior to commencement of the course. In the event of later notification, the employee is not required to attend the course. This does not apply to courses required by the authorities.

- 2.8.7 As regards new employees or new employees in a new position category, compulsory courses during the first 12 months of employment shall not entail overtime payment or extra payment due to exceeding the annual number of man-hours, limited, however to six weeks.
- 2.8.8 Compulsory courses should ideally be scheduled during the employee's available time, providing that this does not entail operational difficulties.

## **2.9 WORKWEAR**

The employer shall provide all necessary workwear (coveralls, work shoes or equivalent, and insulated coveralls, winter coveralls and rain gear as needed), as well as safety equipment, including personal protection equipment (PPE). Necessary workwear also means workwear fitted for women and men, and a unisex model is not satisfactory. This is under the assumption that the workwear satisfies the necessary HSE requirements, and that this is feasible and financially prudent. Workwear and PPE provided by the company are the company's property. When a new set of workwear is provided, the worn set shall be handed in. Used PPE as mentioned above shall be properly cleaned before being reissued.

## **2.10 SURVIVAL SUIT**

Operating companies or the company will provide the employee with a survival suit during transport from the heliport to the installation, and during transport from the installation to the heliport. The practical implementation of this provision shall be agreed upon locally.

## **2.11 SHOP STEWARDS**

Shop stewards who follow the available schedule shall also have the necessary time to carry out their tasks under the Basic Agreement. This means that the shop stewards shall not have their annual income reduced, and also that the hours spent on necessary union work are registered as working hours. The income shall be based on the salary matrix for the employee group to which the relevant shop steward belongs. As regards co or chief shop stewards where there is no corporate shop steward within the area covered by the agreement, income shall mean the lowest average gross income for the salary group the representative comes from. This also applies to other shop stewards when an agreement on paid union work has been entered into. The parties assume that a practical arrangement is reached locally in order to avoid administrative routines that are unnecessarily work-intensive for the company.

## **2.12 PHYSICAL EXAMINATION AND ILLNESS**

- 2.12.1 Upon employment and subsequently, the employee shall undergo physical examinations in accordance with regulatory requirements. This shall preferably be undertaken by the company physician. The company shall pay for the examinations.
- 2.12.2 In the event of illness during the employment relationship, the employee shall be compensated for medical care expenses outside of their native country.

- 2.12.3 If the employee is unfit for work at the end of the employment relationship, they are entitled to a free trip home. During business travel, the employee is entitled to reimbursement of necessary travel expenses due to illness or injury, when such travel has been ordered by a physician.
- 2.12.4 Reference is made to the sick pay arrangement under the National Insurance Act.
- 2.12.5 Employees who are summoned by their employer for testing under infection control protocols shall be compensated with 2 hours of basic wages. If this testing is conducted during the employee's free period, these hours shall be compensated with overtime.

## **2.13 ELDERLY EMPLOYEES AND EMPLOYEES WITH IMPAIRED HEALTH**

- 2.13.1 The company will exercise consideration with regard to wages and working conditions for elderly employees with many years of service with the company who have suffered impairment in their ability to work or health due to many years of heavy work, occupational illnesses, occupational injuries, etc., and are therefore no longer able to maintain a reasonable level of income in their regular work. It is recommended that the company work together with the shop stewards to identify special arrangements that ensure lighter work and a reasonable level of income for such employees, taking into account the wage level in the company and benefits received from National Insurance institutions or insurance schemes that are wholly or partly funded by the employer.
- 2.13.2 Industri Energi and the Norwegian Oil and Gas Association agree to work both at the central and local level to provide for personnel policies that ensure that elderly employees and employees with impaired health may continue to work up to the normal retirement age.
- 2.13.3 It is assumed that the parties in each individual company will discuss the working situation for elderly employees and employees with impaired health. Special consideration should be given to the fact that heavy lifts, overtime, travel assignments and particularly dirty work can entail strains that may be particularly disadvantageous for these employees. For this reason, elderly employees and employees with impaired health should be exempt from such work tasks insofar as possible on the basis of a physician's evaluation, or the wishes of the employee.
- 2.13.4 Individual agreements may be made with older workers and workers with impaired health as regards work tasks, specially adapted training/updates within their own work area, breaks, working from home/distance work, part-time work/reduced working hours, etc., between the individual employee and the company.

## **2.14 PREGNANT EMPLOYEES**

In those instances where transfer is possible, pregnant employees are entitled to be transferred to other work in the company if their normal work or working situation could be hazardous to the foetus or the employee. If possible, such transfers shall also be carried out if pregnancy makes the work difficult. In the event of temporary transfer to other work, the employee's monthly wages shall not be reduced.

## **2.15 EQUAL OPPORTUNITY FOR MEN AND WOMEN**

2.15.1 The parties agree to continue work both centrally and locally to ensure that women and men are given equal opportunities to take part in the various work tasks within the industry.

2.15.2 The companies' HR policies shall safeguard the equal opportunity perspective as regards employment, promotions and expertise-enhancing post and continuing education.

2.15.3 During the collective wage period, the local parties should discuss aspects of equal opportunity and equal pay with a view towards establishing a company-specific equal opportunity agreement. The purpose of such an agreement shall be to achieve a situation wherein all employees, regardless of gender, are given the same opportunities for work and professional development, and are treated equally with regard to employment, wages, training and promotion. In addition, it should contribute to encouraging more women to seek jobs within the industry. In connection with the establishment of equal opportunity agreements, and as a basis for equal opportunity work in the company, the Norwegian Oil and Gas Association and Industri Energi would highlight duties including the following:

- Equal opportunity is a management responsibility.
- Equality between the sexes involves more than just wages.
- Equality also applies to attitudes and norms, and requires strong involvement on the part of the shop stewards.
- Equal opportunity efforts should be discussed and followed up in the established cooperation forums in the company.

## **2.16 IMMIGRANTS**

The parties agree that work must be done both centrally and locally to provide conditions that will lead to more immigrants choosing to work within the oil service industry. On this basis, the local parties should discuss relevant company issues related to recruiting immigrants, such as practical implementation and attitudes.

## **PART III: WORK OFFSHORE**

### **3.1 SCOPE**

This part of the Agreement applies for employees who work full-time or part-time offshore; however, it does not apply for employees covered under Part IV of the Agreement.

### **3.2 DEFINITIONS**

#### **3.2.1 Work periods**

The period of time (normally 12 hours) that the employee spends working for the employer during the course of one day (24 hours).

#### **3.2.2 Offshore periods**

The period of time the employee stays on offshore installations covered under the scope of the regulations.

#### **3.2.3 Free periods**

The time between two available periods. For employees on shift schedules, the time between two offshore periods.

#### **3.2.4 Available schedule**

A schedule set up in advance showing the periods when the employee is available to work for the company (the available period), and those periods when the employee is off (free period). Mandatory compensation time during the period when the employee is available to work for the company is also part of the available period.

#### **3.2.5 Shift schedule**

A schedule set up in advance showing the employee's work periods, offshore periods and free periods.

#### **3.2.6 Work schedule**

A plan for the individual employee showing when the working day starts and ends.

#### **3.2.7 Work cycle**

A defined part of the available schedule or shift schedule with offshore periods / available periods and free periods that are regularly repeated.

#### **3.2.8 Man-year**

A man-year is defined as 1582 hours. In those instances where a fixed shift schedule is not used, the man-year shall be settled as of a stipulated date.

#### **3.2.9 Plus days**

Days worked during a free period that are not compensated with overtime.

### **3.3 WORKING HOURS**

- 3.3.1 Regular working hours shall not exceed 12 hours per day and 33.6 hours per week on average over a period of no more than one year.
- 3.3.2 Working hours offshore shall be calculated as the time when the employee is available to work for the employer during his/her offshore period, in accordance with his/her work schedule.  
Time spent waiting at places of accommodation/departure location/heliport during the period of time that is scheduled as working hours offshore shall be counted as offshore working hours for employees who follow a regular shift schedule.
- 3.3.3 As regards employees who follow a regular available schedule, the days spent travelling offshore and returning to shore shall be counted as six hours in connection with crew change. Outside of regular crew changes, work on the above-mentioned days shall be recorded hourly, with a minimum of six hours.  
In companies that stipulate a registration of hours on the travel days that exceeds a total of 12 hours, the stipulated arrangement shall be maintained.
- 3.3.4 The time spent waiting at departure locations/heliports/accommodation locations that does not fall on departure days shall be recorded as working hours on an hourly basis. Waiting time shall be calculated starting from the reporting time/check-in time assigned to the employee prior to departure from their home. Waiting time during a free period shall be compensated with overtime as for onshore employees, i.e. 100% supplement for waiting time after 20:00 hours until the regular commencement of working hours, for days prior to Sundays and public holidays after the end of regular working hours, and waiting time on Sundays. For waiting time on public holidays, the supplement is 200%. For all other times, the waiting time supplement is 50%. The basis of calculation shall be monthly wages divided by 162.5. Waiting time in excess of 12 onshore hours per 24-hour day shall not be registered or compensated.
- 3.3.5 When a departure is cancelled after the employee has reported to the departure location/heliport/accommodation location, six onshore hours shall be registered on the man-year. In the event that a departure is cancelled during a free period, a corresponding six onshore hours of overtime shall be paid, according to the rates and bases of calculation in Article 3.3.4, calculated from the planned check-in time. The same shall also apply when an employee's departure is cancelled after the employee has undertaken air travel within Norway on their way to the departure location/heliport/accommodation location. This provision shall not apply if the employee is entitled to a higher number of hours/overtime payment pursuant to Article 3.3.4.

- 3.3.6 During the time when an employee subject to an available schedule is on sick leave, is laid off, has compassionate leave pursuant to Article 3.27 or is on military refresher training pursuant to Article 2.6.4 during their available period, working hours per calendar day shall be registered as follows:

$$\frac{30.33 * \text{weeks in the work cycle}}{\text{weeks in available period} * 7} = \text{Registered on a daily basis}$$

Employees who work on a shift schedule and accrue hours toward a man-year shall have 4.33 hours registered for each working day and day off that the employee is subject to instances as noted under the first paragraph of this article.

Hours shall not be recorded in connection with sick leave and leaves of absence if work during the available period/shift period plus hours registered after this time exceeds an average of 30.33 hours per week for the entire work cycle viewed as a whole. If the man-year quota is met, sick leave or leaves of absence shall not entail that the man-hours are exceeded.

#### **3.4 WORKING HOURS ARRANGEMENTS - AVAILABLE SCHEDULE AND SHIFT SCHEDULE**

- 3.4.1 The parties understand the company's need to adapt available schedules/shift schedules to the relevant documented need for work performance in order to fulfil the company's contractual obligations. The working hours arrangements on the part of the individual company may be shift schedules, available schedules or both. The plans shall take into account that employees should be able to predict their free periods to the greatest extent possible.
- 3.4.2 It is the assumption of the parties that available schedules/shift schedules shall be set up so that the plans enable the employee to carry out a man-year within regular working hours.
- 3.4.3 Instead of an available schedule/shift schedule, the company and the local union may enter into an agreement whereby up to 10% of the employee group may choose the following alternatives:

The employee may take up to ten weeks off, including vacation. The remaining 42 weeks are available periods. The free period arrangement shall be agreed between the company and the individual employee.

- 3.4.4. Pursuant to Article 3.13.1, the following applies to module, pipe, cable and construction personnel: in connection with work on vessels that are not subject to the Framework Regulations, the working hours arrangements should be the same as for the remainder of the crew on board, although Article 3.10.3 applies. However, working hours shall not exceed what is applicable pursuant to the Norwegian Shipowners' Association agreements for offshore service vessels.

If the provisions following from the above result in longer annual working hours on average than stipulated in this agreement (including the phase-out plan listed under Article 3.13.1), a proportionate supplement shall be paid in addition to the wage.

### **3.5 AVAILABLE SCHEDULE**

- 3.5.1 Available schedules shall be based on available periods of no more than 5 weeks, with free periods of no more than 4 weeks and with plus days in accordance with the formula appearing below.

Note: The parties are aware that free periods shorter than 4 weeks can be used, as long as the number of available days is less than 203.

(Days in free period per year \* 10/100-12)\*2

The above-mentioned availability schedule framework has 203 available days per year. The above-mentioned provisions shall not preclude the local parties from agreeing on different availability schedules where the maximum available days per year is up to 203.

In those instances where the local parties agree on availability schedules, 3-3/6-4 and 6-4, prior to the revision of the Collective Wage Agreement, then these schemes may be continued until the local parties agree to adjust the scheme to reflect the above-mentioned provision, but no later than 1 July 2015.

Plus days may not be used during three free periods per year. These periods shall be stipulated three months in advance. Three plus days may be used during each free period, which are presumed to be included in the extension of the available period.

The parties to the Collective Wage Agreement can agree on deviations in relation to the above.

The local parties may agree on availability schedules with less availability. Availability schedules with less availability cannot be altered without the approval of the parties to the collective agreement, cf. minutes of 15 June 1995.

No one is to work more than 16 plus days per year.

- 3.5.2 If agreement regarding change/introduction is not reached locally, the parties to the Collective Wage Agreement shall commence negotiations to ensure that the available schedule is adapted to Articles 3.4.1 and 3.4.2, if so requested by either of the local parties.
- 3.5.3 If the local parties agree regarding the available schedule, the schedule shall be sent to the parties to the Collective Wage Agreement before the schedule takes effect. If the parties agree regarding approval of the available schedule on the basis of the provisions in *Articles 3.4.1, 3.4.2 and 3.5.1*, the schedule may be used.
- 3.5.4 Personnel who are called out to work offshore will be notified as far in advance as practically feasible.

- 3.5.5 New employees who are included in the company's internal training program may be exempted from the available schedule requirement for the first twelve months from the date the employee started working for the company.

### **3.6 SHIFT SCHEDULE**

- 3.6.1 Before establishing availability schedules, the local parties shall discuss whether a new shift schedule can be set up based on 14-28. A shift schedule based on 14-28 entails a working hours reduction of 7.71%. Minutes shall be kept of such discussions.

The parties agree that a full-time equivalent pursuant to Article 3.2.8 is 1582 hours. It is presumed that the difference in hours this entails shall be docked from pay or made up. The specifics of how to accomplish this shall be agreed locally.

- 3.6.2 Normally, no one shall return from the installation on a later helicopter than that which they travelled out on. However, the parties understand that this may occur in exceptional circumstances. Such waiting time shall not be regarded as working time. Work during the waiting period shall be compensated as overtime as specified.

### **3.7 WORK SCHEDULE**

- 3.7.1 A work schedule shall be assigned to the employee well before the work commences, and no later than one hour after arrival on the installation. In exceptional circumstances where it is deemed to be appropriate, a work schedule that deviates from the work schedule used for the platform's other personnel may be used. The work schedule shall follow the main meals on the installation. If the employee has not received such a work schedule, the employee shall follow the work schedule that applies for the rest of the personnel on the platform.

- 3.7.2 Insofar as possible, the companies shall strive to distribute the workload as evenly as possible, including distribution of day and night work.

### **3.8 REST PERIODS**

The employee shall have a rest period of at least eight continuous hours between two work periods. This also applies in connection with changes to the work schedule.

### **3.9 BREAKS**

- 3.9.1 The break shall be at least 30 minutes if the workday is at least 7.5 hours per day, and one hour when the workday is 12 hours per day. The break shall be included when counting the working hours if the workday is 12 hours. Breaks shall be granted in connection with scheduled meals on the installation.

- 3.9.2 The employee is obliged to leave the work site during contractual break times. If the employee is ordered by their superior to work during the meal break so that they have less than 30 minutes of the contractual meal break in the dining room during the period when

meals are served, the employee shall receive compensation of one hour overtime pay (annual wages/1752 \* 1.65).

### **3.10 OFFSHORE PERIOD**

3.10.1 The offshore period shall not normally exceed 14 days.

3.10.2 When special circumstances arise, the employer may, after advance discussions with the employees' shop stewards, extend the offshore period under Article 3.10.1 by up to seven days for a single period. If the regulations are amended during the contract period, Article 3.10 shall be amended accordingly.

An offshore period involving a transit in accordance with the NPD's regulations is considered a continuous offshore period. 12 hours are added to the man-year for days in transit, and Shelf compensation is paid. If the one-third rule is changed, this interpretation will be revised.

3.10.3 For module, pipe, cable and construction personnel pursuant to Article 3.13.1, the following applies: duty on vessels that are not subject to the Framework Regulations, the normal offshore period shall be the same as applies to the remainder of the crew on board. The period shall not exceed what applies pursuant to the Norwegian Shipowner's Association agreements for offshore service vessels, and it must not exceed four weeks. As far as possible, periods should not exceed three weeks.

### **3.11 WORKING HOURS ARRANGEMENTS FOR WORK ONSHORE**

3.11.1 One hour of work onshore is calculated as 0.9 hours of work offshore in relation to the annual man-hours. In other respects, the working hours arrangement shall be agreed upon locally.

3.11.2 The company shall attempt to distribute its onshore work equally among the employees.

3.11.3 In connection with work onshore for the company, the regular monthly wages, excluding offshore supplement, shall be maintained.

3.11.4 For work onshore in excess of 7.5 hours per day, overtime shall be paid as for onshore employees. The basis of calculation shall be monthly wages divided by 162.5.

3.11.5 Employees who are called in to work onshore shall record their work period on an hourly basis, but no less than four onshore hours per day.

### **3.12 TRAVEL**

3.12.1 Travel time to and from the employee's home/departure location is not considered to be working time and shall not be compensated, with the exception of Articles 3.3.4 and 3.3.5.

3.12.2 The most practical travel plan from the individual's home at the time of employment to the departure location and back shall be set up in consultation with the individual employee. This travel plan shall normally be followed. Transport expenses will be covered upon presentation of a receipt. Employees who reside in Norway shall receive full compensation for their transport expenses. Employees who reside abroad shall also receive 100% compensation for their expenses. The employee is entitled to take out a cash advance for travel. The issue of covering increased expenses due to moves shall be agreed upon with the employee in each individual case.

In connection with travel and overnight accommodation, the company will refund the expenses in accordance with the company's travel scale for accommodation and board. Use of one's own car shall be compensated at the current deduction rates in connection with tax assessment for approved use of cars from home to place of work.

3.12.3 If changes should arise in the individual's travel plan that are due to a change in departure, the company will refund the expenses according to the rates in the company's travel scale for accommodations, transport and board. The individual company will do its utmost to avoid having employees wait at the departure location. After a continuous waiting period of no more than ten hours after planned departure at the departure location, the employee should be given an opportunity to rest in a suitable location.

### 3.13 WAGES

#### 3.13.1 WAGES EFFECTIVE FROM 1 JUNE 2022

Stillinger											
	3	4	5	6	7	8	9	10	11	12	
A	MUB Ingeniør			780808	785808	790808	795808	800808	805808	810808	815808
	Retningsmåler										
	Borestedsgeolog										
	Feltgeolog										
	Brønnspecialist										
	Borevæske Ingeniør 1										
	Junior fisker										
	Junior retningsborer										
B	Senior Brønntekniker		746633	752991	757991	762991	767991	772991	777991	782991	787991
	Borevæske Ingeniør										
	Senior Dataingeniør										
	Senior Geolog										
	Elektro og Instrumenttekniker										
	Spesial Hydrauliker/ Spesial Kranfører										
	Senior FU operatør										
	Senior Dykkertekniker										
Dekksformann											
C	Brønntekniker	714476	730420	734224	739224	744224	749224	754224	759224	764224	769224
	Dataingeniør										
	Geolog										
	Fagarbeider/Sveiser/Kranfører/										
	Hydrauliker										
	FU operatør										
	Dykkertekniker										
E	Hjelpearbeider / Rigger			661797	666797	671797	676797	681797	686797		
	Opplæringsstillinger 1)										

Employees with individual compensation shall not be paid at a lower rate than the new seniority grades as from the date of the company's wage negotiations which follow the introduction of the pay grades.

The following positions are paid in accordance with the Article 3.15.8 of the Agreement:

Senior MUB Ingeniør  
Senior Retningsmåler  
Senior Borevæskeingeniør  
Senior Brønnspecialist  
Senior Arbeidsleder FU  
Senior Feltgeolog  
Arbeidsleder FU  
Fisker  
Retningsborer

<sup>1)</sup> Does not apply to the “fagarbeiderstilling”.

New interpretation of the wage scale as regards apprentice positions. The wording "does not apply to skilled workers" ("fagarbeiderstilling") means skilled workers that have trade certificates for the position in which they are/will be employed.

The parties have the following shared understanding as regards apprentice positions:

- Personnel with trade certificates within oil-related disciplines are employed at Grade C.
- Personnel with relevant trade certificates pursuant to the training plan for oil-related disciplines are employed at Grade C. (e.g. applies for electrical and electronics trade certificates and TIP trade certificates)
- Personnel with trade certificates that are not in accordance with the training plan for oil-related disciplines are employed at Grade E for up to one year (e.g. trade certificate as cook)
- Personnel without trade certificates are employed at Grade E for up to two years if this is indicated by the complexity of the company's training plan.

### 3.13.2 Calculation of monthly wages, adjusted monthly wages and offshore supplement

The annual wages consist of normal monthly wages \* 12 with the addition of a 47% offshore supplement, assuming a full man-year offshore. The offshore supplement includes compensation for participation in emergency drills and false alarms, additional charge for dirty work and lifeboat manoeuvres.

Monthly wages are calculated as follows:

$$\frac{\text{Annual wages} * 100}{147 * 12} = \text{Monthly wages}$$

Adjusted monthly wages (12 monthly wages + vacation pay) are calculated as follows:

$$\frac{\text{Monthly wages} * 47.08}{52.14} = \text{Adjusted monthly wages}$$

The daily offshore supplement is calculated as follows:

$$\frac{\text{Monthly wages} * 12 * 0.47}{146} = \text{Daily offshore supplement}$$

### 3.13.3 Calculation of monthly wages and adjusted monthly wages in connection with locally agreed fixed offshore supplement

Within the annual wages framework, the local parties can agree on a fixed sum for the Shelf bonus. The daily offshore supplement \* 146 shall not exceed 50% of the basic wages. If such an agreement is made, the monthly wages shall thereafter be calculated as follows:

$$\frac{\text{Annual wages} - (\text{daily Shelf comp.} * 146)}{12} = \text{Monthly wages}$$

Adjusted monthly wages after this point will be calculated as follows:

$$\frac{\text{Monthly wages} * 47.08}{52.14} = \text{Adjusted monthly wages}$$

In written contexts, the position descriptions mentioned in the agreement shall be used. Company-specific position titles may be included in parentheses.

## **3.14 LOCAL WAGE DETERMINATION (FOR GROUPS WHERE NO STANDARD WAGE RATES HAVE BEEN FIXED)**

- 3.14.1 Once each year at a specific time agreed upon locally, an evaluation and potential adjustment of the income level shall be undertaken. The basis for the evaluation shall be the company's financial status, productivity, future outlook and competitiveness. The evaluation shall also take into account any contractual raises granted since the previous evaluation.
- 3.14.2 Agreements regarding wage systems may be terminated with one month's notice. The presumption is that the parties have carried out negotiations on a company basis, and if demanded by either of the parties, also with the assistance of the organisations, before wage systems can be terminated.
- 3.14.3 If agreement is not reached regarding the rates in a wage system and the agreement is terminated according to Article 3.14.2, the individual employee shall be paid 45% of their hourly income. Comparable work performance is a prerequisite. A reduction of the hourly income, with associated reduced work performance, shall only be carried out for skilled workers and other workers.
- 3.14.4 In companies with other offshore groups than skilled workers and other workers, the following provision may also be used:

3.14.5 As regards supervisors as well as commercial and technical personnel, the wages shall be fixed on an individual basis, taking into account the wage conditions in the company and other circumstances in general, as well as the individual's proficiency, experience, education, seniority, scope of work and responsibility.

In those instances where a position demands frequent or lengthy travel away from home, consideration shall also be given to this factor when fixing the wages.

For the above-mentioned personnel, wages may also include overtime compensation. In such cases, a specification of how many overtime hours are covered by the compensation shall be given.

3.14.6 Wages shall be evaluated once a year on a date agreed between the parties. When special circumstances arise, the wage evaluation may take place more than once a year. Any wage supplements granted outside of the stipulated date for wage evaluations shall be regarded as advances on subsequent wage evaluations/adjustments.

In connection with wage adjustments, consideration shall be given to the individual's continuing education which is of significance for the position in the last wage adjustment performed, and whether the individual has experienced a significant change in their position.

In connection with the annual wage adjustment, lists of the members' wages are made available to the negotiation committee for internal use. Beyond this, the company may consider providing internal details on wage statistics. It is presumed that the negotiation committee will handle the wage data in accordance with the Personal Data Act.

3.14.7 If the individual believes that inequities exist that provide a foundation for renewed consideration and possible revision of the wages, the shop stewards may demand that the matter be raised with company management. In those instances where there are no shop stewards, the individual employee may, under the same circumstances, demand that the matter be raised via their organisation. In such instances, the company may provide wage details on the employee's relevant wage level/ job category.

3.14.8 Before the company stipulates the annual wage adjustment, negotiations shall be held between the company and the shop stewards. Minutes shall be kept of these negotiations.

Minutes entry

Distinctions between workers, supervisors, technical and commercial personnel shall be based on established practice in the company.

### **3.15 GENERAL WAGE PROVISIONS**

- 3.15.1 In connection with placement in the wage matrix, relevant seniority shall be credited up to a maximum of two years. Upon employment, wage seniority shall be granted with up to the same wage grade for relevant experience in the same or higher position within the oil service area. See also Article 2.6.
- 3.15.2 New positions that are created shall be entered in the wage table according to advance negotiations between Industri Energi and the Norwegian Oil and Gas Association. The same applies for changes in wage group placement.
- 3.15.3 Wages shall be paid monthly in accordance with the practice in the individual company.
- 3.15.4 One day's offshore supplement shall be paid for each day the employee has been on the Shelf. Diving technicians do not receive offshore supplement.
- 3.15.5 Criteria for advancement between the wage groups included in the individual position structure may be agreed upon locally. In the event of advancement, the employee shall be transferred to the nearest pay grade above the person's previous wages.
- 3.15.6 In the event of temporary assignments to a higher paid position, the higher wages shall be paid starting from the first day of the assignment. As regards positions with individual wage compensation, a local supplement shall be granted.
- 3.15.7 Seniority advances are granted as per 1 January. Employees hired between 1 July and 31 December will be granted seniority advances starting from the second time they pass the year-end mark.
- 3.15.8 Positions with wage levels (basic wages + offshore compensation) in excess of the wage matrix shall be compensated in accordance with Part IV of the Agreement.
- 3.15.9 Per diem for diving technicians is included in the annual wages, and currently amounts to NOK 1,178 per month.
- 3.15.10 Foreign personnel who carry out work on the Norwegian Shelf shall have the day wages specified in this Agreement for days worked on the Norwegian Shelf.

#### Minutes entry

The parties agree that positions that were not previously regarded as being covered under the working hours chapter in legal terms shall be covered under Part III.

Changes in classification from management positions entails a substantive change of the position in relation to working hours. The change in working hours shall be reflected in the wages. The position demands a high level of education and technical expertise. Working hours arrangements for the above-mentioned personnel shall not be altered as a result of this entry.

### **3.16 APPRENTICES**

#### **3.16.1** The following shall apply for apprentices:

Based on the establishment of a new system for professional and vocational training with a primary model of 50% trainee time and 50% productive time for a two-year apprenticeship in a company, the apprentice shall have monthly wages that constitute a percentage of the normal monthly wages for newly qualified skilled workers. As regards apprentices on the Shelf, this is wage matrix C.

For offshore work, the same percentage of the offshore compensation shall also be paid.

For the 5<sup>th</sup> half-year: 30%

For the 6<sup>th</sup> half-year: 40%

For the 7<sup>th</sup> half-year: 50%

For the 8<sup>th</sup> half-year: 80%

ROV apprentice, 9<sup>th</sup> half-year: 95%

#### **3.16.2** Overtime is paid as for the company's auxiliary workers.

#### **3.16.3** The working hours arrangement shall be set up and adapted to the training situation independently from the company's working hours arrangement. Apprentices that travel offshore in the sixth, seventh, eighth and ninth half-years may demand up to ten weeks of guaranteed free time per calendar year. The company and the apprentice shall agree on which ten weeks shall apply. Vacation is included in these weeks.

#### **3.16.4** The parties understand that the Act relating to vocational training with regulations applies to the companies that are covered under the Oil Service Agreement.

#### Minutes entry

Apprentices will have half their apprenticeship (one year) approved as wage and corporate seniority in the event of employment in the company.

### **3.17 OVERTIME**

#### **3.17.1** For work in excess of 33.6 hours per week on average for the duration of the calculation period, work in excess of 12 continuous hours, work during free periods according to the available schedule or shift schedule, and work beyond the agreed offshore period shall be compensated with a supplement of 65%. Under no circumstances can the overtime compensation exceed 65% per hour worked. Overtime is paid for work carried out offshore in excess of the 168 ordinary working hours per trip.

Overtime work may only take place to the extent allowed by law. The employer is obliged to exempt employees from performing overtime work and extra work, as well as for work on plus days, when so requested by the employee for health reasons or significant social welfare issues. The employer is also obliged to exempt employees upon request for other personal reasons when the work may be delayed or performed by others without detriment. Attempts shall be made to distribute overtime work in such a way as to avoid excessive workloads for the individual employee.

Hours that have already been disbursed as overtime pay shall not be counted in such annual settlement of regular man-year hours.

3.17.2 As regards employees who start work in an offshore position three months or less prior to the annual settlement date, the prorated man-year hours may be exceeded by 25% in the first year's settlement without this triggering overtime payment in relation to the man-year hours. Hours in excess of the relevant average during the period and that have not been paid with overtime on some other basis shall be compensated with regular wages.

3.17.3 The basis for calculation of overtime payments is annual wages divided by 1752.

If the employee has been compensated with overtime payment for work during free periods that fall immediately prior to an offshore period, these days shall not be counted as part of the normal offshore period in relation to the provision regarding overtime for work beyond the normal offshore period.

### **3.18 SHIFT AND NIGHT SUPPLEMENT**

A supplement of NOK 98 per hour worked shall be paid for shift and night work during the period outside of the daytime working hours for the installation's permanent personnel. No supplement shall be paid for hours that have been compensated with overtime payment for work in excess of 12 hours per day.

### **3.19 HOLIDAY COMPENSATION**

Employees who are offshore, or who are registered at the heliport for departure, or who are in agreed transit on the following days shall be compensated in the amount of NOK 2200 per day:

New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Whit Monday, Christmas Day, Boxing Day, as well as 1 May and 17 May. Employees who are offshore after 12:00 on Christmas Eve or New Year's Eve shall be compensated in the same manner. The above-mentioned compensation shall be regarded as incidental compensation for the individual employee and shall not be included in the basis for calculating sick pay.

### **3.20 UNQUALIFIED REST**

A supplement of NOK 780 per day shall be paid when accommodations must be improvised and the employee is not assigned a bed in an approved cabin.

### **3.21 SHUTTLING**

If an employee must travel to and from installations daily, or in certain circumstances (shuttling), and part of the travel falls outside of working hours, this shall be compensated with basic wages for two hours per day.

### **3.22 PERSONAL EFFECTS**

Each employee shall have a lockable locker at their disposal. If it becomes necessary to move stored personal effects due to illness, transfer, etc., the company shall provide for a secure storage place. When personal effects are lost or damaged due to accidents on board or during travel to and from the installation, compensation shall be paid in the amount of up to NOK 11,000. The liability for damages may be modified or lapse in the event of faults or omissions on the part of the employee.

### **3.23 WHEN THE VESSEL IS IN PORT**

When the vessel is in port, compensation in the amount of one-quarter of the normal hourly wage shall be paid per hour when personnel are ordered to remain on board during their free time.

### **3.24 ACCIDENT INSURANCE**

Satisfactory accident insurance shall be established for the employees. The coverage shall include the following as a minimum:

Insurance sum in the event of disability: 40 G (G = basic amount in the National Insurance)

Insurance sum in the event of death: 20 G

### **3.25 LOSS OF HEALTH CERTIFICATE**

3.25.1 A "loss of health certificate" scheme shall be established under the direction of Industri Energi. As of 1 July, the company shall pay in 6.8% of the basic amount in the National Insurance for all employees as of 1 July who are covered under Part III of the Agreement.

3.25.2 Employees who are not Industri Energi members may be covered under the scheme by paying an administration fee to Industri Energi.

3.25.3 It is agreed that the fee for "non-members" shall be deducted from the individual's wages unless the employee declines to take part in the scheme. The company will undertake the wage deductions. Lists with the names of "non-members" to be covered under the scheme shall be submitted to Industri Energi. Industri Energi shall be notified regarding new enrolments and withdrawals of "non-members" on an ongoing basis. The fee will be determined by Industri Energi, and is currently NOK 65 per month. The deducted amount will be transferred in arrears as of 1 July.

3.25.4 If the collective wage agreement is established after 1 July, the amount shall be prorated.

#### Minutes entry

If the Financial Supervisory Authority of Norway requests that this scheme be wound up, the parties agree to meet in order to discuss the scheme.

### **3.26 LAY-OFFS**

Hours in excess of an average of 33.6 hours per week (30.33) since the last settlement of man-year hours shall be taken as time off prior to implementing lay-offs. Employees who have been targeted for lay-off shall start the lay-off period immediately after the compensation time has been taken. In the event that the employee is reactivated after a lay-off period is over, the employees who are on an available period at this time shall be brought back before employees who are on a free period. These employees will be reactivated as needed, but no later than when their available period commences. Other factors being equal, laid-off personnel shall be reactivated according to seniority.

In the event of lay-offs, basic wages shall be paid during the work period (cf. Act relating to obligation to pay wages in connection with lay-offs). The employer period shall commence after time off has been taken for accrued compensation time.

### **3.27 COMPASSIONATE LEAVE**

3.27.1 Short compassionate leaves shall be granted in the following instances:

- a) In the event of death and for participation in funeral arrangements for close family members. Close family means persons who are closely related to the employee, such as spouse/cohabitant, children, siblings, parents, parents-in-law, grandparents or grandchildren.
- b) In connection with acute serious illness in the home. Such illnesses must be documented by a doctor's certificate.
- c) Leave for spouse/cohabitant in connection with childbirth/adoption.
- d) Confirmation of one's own children.

3.27.2 The request for compassionate leave must be submitted to the company as soon as possible. It is assumed that the employee will receive a reply to the request as soon as possible.

3.27.3 Leave cases a and b shall be compensated with up to 5 days' wages (60 hours). Compassionate leave under c shall be compensated with up to 14 days' wages (168 hours). Leave under d shall be compensated with up to two days' wages (24 hours). This applies even if the leave is of a greater duration due to communication circumstances. Wages are defined here as offshore wages in line with the individual company practices as regards illness.

3.27.4 The employer shall provide for transport to land as soon as possible. The company is not responsible for expenses in connection with travel from the heliport to the employee's home and back, if applicable. If the compassionate leave falls at the beginning of a work period so that departure is delayed, or at the end of a work period so that return during the same period is not possible, the employer shall cover the costs of travel to and from the employee's home in the normal manner.

3.27.5 The parties in the individual company will stipulate detailed guidelines for how this arrangement is put into practice.

### **3.28 VACATION**

- 3.28.1 Vacation shall be granted in accordance with the Holidays Act. Periods for taking vacation and disbursement of vacation pay shall be stipulated in accordance with the provisions of the Holidays Act.
- 3.28.2 Vacation shall be accrued and taken over the course of the year and is incorporated in the available/shift schedule, cf. letter of 6 August 1976 from N.A.F. (now NHO - the Confederation of Norwegian Enterprise) and the Norwegian Seamen's Union to the Ministry of Local Government and Labour, and the Ministry's letter of 6 September 1976, (incorrectly dated 6 December 1976).
- 3.28.3 Employees who have not accrued full vacation pay and who ask to be allowed to work during all or part of the vacation may in such cases extend the man-year hours by the number of hours of the vacation (maximum 170 hours) that the employee is allowed to work in. These hours shall be compensated with regular wages.
- 3.28.4 Contractual vacation shall be granted in accordance with Appendix 4.

Note:

Contractual vacation shall be taken during free periods over the course of the vacation year.

### **3.29 SIZE OF THE WORK GROUP**

- 3.29.1 The employees, with or without their shop stewards, may demand negotiations if they believe that a work group is too small, thus entailing unreasonable pressure or compromising safety. This also applies if working conditions are significantly altered.
- 3.29.2 It is assumed that staffing levels are sufficient to ensure that the work can be carried out in accordance with statutes and regulations.
- 3.29.3 When only one crew is dispatched for well operations, this crew shall consist of a minimum of two operators who cover 12 hours.

### **3.30 THE FORMER OCTOBER CLAUSE, NOW AN INDEPENDENT SECTION OF THE 1 JUNE SETTLEMENT**

During the discussions in connection with revision of the collective agreement between Industri Energi and the Norwegian Oil and Gas Association, the goal of the parties has been to create stability as regards wage conditions offshore.

On this basis, the parties agree that wage conditions for employees covered under this Agreement shall be reconsidered and possibly adjusted by the organisations by 1 June each year. This evaluation shall take place on the basis of the general financial situation and wage developments. When evaluating wage developments within the Oil Service Agreement since the last adjustment, the offshore supplement shall be disregarded.

## **PART IV: WORK ONSHORE**

### **4.1 SCOPE**

- 4.1.1 This part of the Agreement applies to employees who work permanently onshore in oil service companies, as well as for sporadic work offshore.
- 4.1.2 The establishment of the Agreement shall not result in any employees having poorer working and wage conditions than they have at the time when the Agreement enters into force.
- 4.1.3 Employees in superior positions such as senior manager within the company, personal secretary to company management, or who shall represent the employer in negotiations or decisions regarding wages and working conditions for company employees, may not be elected as the employees' shop steward. Disputes regarding this provision shall be resolved by a committee of two members, of which one is appointed by NHO and one by LO. If these parties cannot agree, they shall nominate an arbitrator or ask the National Mediator to nominate the arbitrator.

### **4.2 WAGES**

- 4.2.1 Wages shall be paid monthly in accordance with the individual company's practice.
- 4.2.2 When an employee is ordered to act as a substitute in a higher position for one week or longer, the employee shall receive wages as for the higher position. As regards positions with individual compensation, the supplement shall be up to NOK 1200 per week, limited to an amount not to exceed the wages of the employee who regularly occupies the position. This applies even if the person who is substituting does not fully satisfy all the criteria for the job description.
- 4.2.3 Hourly wages for the individual may be determined by dividing the person's monthly wages by  $4 \frac{1}{3}$  multiplied by the relevant number of hours per week.
- 4.2.4 In companies where the parties agree, monthly wages may be converted into adjusted monthly wages. This is done by dividing the monthly wages by 52.14 and then multiplying by 47.08. This adjusted monthly wage shall be disbursed 12 times a year. In addition, 12% vacation pay shall be disbursed.

### **4.3 WAGE STIPULATION**

- 4.3.1 The following minimum wage rates are stipulated for skilled workers and other general workers:
  - a) Skilled workers: 230.00 per hour
  - b) Other workers without previous experience: 207.40 per hour
  - Other workers with at least 1 year of relevant industry experience: 216.00 per hour
  - c) Young workers (under age 18): 139.00 per hour

The stipulated wage rates are minimum wages. The employee shall receive wages in excess of the stipulated minimum rates on the basis of competence, experience, seniority, work area and sphere of responsibility.

- 4.3.2 For management staff, as well as for commercial and technical personnel, wages shall be stipulated on an individual basis, taking into account the wage conditions in the company and other general factors, as well as the individual's competence, experience, education, seniority, work area and sphere of responsibility.

In instances where a position entails frequent or lengthy travel away from home, consideration shall also be given to this aspect when stipulating wages.

Wages for the above-mentioned personnel may also include overtime compensation. If so, the number of overtime hours covered by the compensation shall be specified.

- 4.3.3 Wages shall be evaluated once a year on a date agreed between the parties. When special circumstances arise, the wage evaluation may take place more than once a year. Any wage supplements granted outside of the stipulated date for wage evaluations shall be regarded as advances on subsequent wage evaluations/adjustments.

In connection with wage adjustments, consideration shall be given to the individual's continuing education which is of significance for the position in the last wage adjustment performed, and whether the individual has experienced a significant change in their position.

In connection with the annual wage adjustment, lists of the members' wages are made available to the negotiation committee for internal use. Beyond this, the company may consider providing internal details on wage statistics. It is presumed that the negotiation committee handles the wage data in accordance with the Personal Data Act.

- 4.3.4 If the individual believes that inequities exist that provide a foundation for renewed consideration and possible revision of the wages, the shop stewards may demand that the matter be raised with company management. In instances where there are no shop stewards, the individual employee may, under the same circumstances, demand that the matter be raised via their organisation. In such cases, the company may provide wage details for the employee's relevant wage level/ job category.

- 4.3.5 Before the company stipulates the annual wage adjustment, negotiations shall be held between the company and the shop stewards. Minutes shall be kept of these negotiations.

#### Minutes entry

Distinctions between workers, supervisors, technical and commercial personnel shall be based on established practice in the company.

#### **4.4 LOCAL AGREEMENT ON WAGE SYSTEMS**

- 4.4.1 If demanded by one of the parties in the company, local negotiations may be carried out regarding a wage system that can deviate from Article 4.3.
- 4.4.2 Once each year at a specific time agreed upon locally, an evaluation and potential adjustment of the income level shall be undertaken. The basis for the evaluation shall be the company's financial status, productivity, future outlook and competitiveness. The evaluation shall also take into account any contractual increases granted since the previous evaluation.
- 4.4.3 Agreements regarding wage systems may be terminated with one month's notice. It is presumed that the parties have carried out negotiations on a company basis, and if demanded by one of the parties, also with the assistance of the organisations, before wage systems can be terminated.
- 4.4.4 If agreement is not reached regarding the rates in a wage system and the agreement is terminated according to Article 4.4.3, the individual employee shall be paid 45% of their hourly income. Comparable work performance is a prerequisite. A reduction of hourly income, with associated reduced work performance, shall only be carried out for employees as mentioned in Article 4.3.1.

#### **4.5 WORKING HOURS**

- 4.5.1 The ordinary working hours shall not exceed 37.5 hours per week. By means of local agreements, the parties in the company will stipulate normal working hours and the division of working hours during the period between 06:00 – 19:00 on the first five working days of the week, and with equally long working hours each day. If the parties in the company do not agree, the issue may be brought before the confederations.
- 4.5.2 In the event of two onshore shifts, the working hours shall be 36.5 hours per week.
- 4.5.3 In the event of continuous shift work and comparable rotation arrangements, the working hours are 33.6 hours per week.
- 4.5.4 Management staff have the same weekly working hours as the employees they supervise.
- 4.5.5 Flexible working hours may be introduced in instances where the situation allows and the local parties reach agreement.
- 4.5.6 When necessitated by the nature of the activities, the employer may have the employees take their meals in breaks while the work is in progress so that, if necessary, the employees must remain constantly at the work site. In such instances, the break shall be regarded as part of the working hours. As regards switchboard staffing, etc., working hours may be staggered.
- 4.5.7 In connection with part-time employment, the regular working hours and monthly wage the person shall receive must be incorporated in the written contract. The agreed upon fixed working hours may only be changed upon agreement with the relevant employee, who shall be given an opportunity to confer with their shop steward in advance.

## **4.6 OVERTIME WORK**

- 4.6.1 In this context, overtime work shall mean work that the employer requires the employee to perform outside of the employee's normal working hours pursuant to the agreed upon working hours division for full-time employees.
- 4.6.2 As regards compulsory overtime work, every half hour started shall be reported as a half hour worked.
- 4.6.3 When reporting for overtime work after the end of regular working hours, a minimum of two hours shall be paid.
- 4.6.4 A supplement of 100% shall be paid for overtime work after 20:00 and up to the commencement of ordinary working hours, and on days prior to Sundays and public holidays after the end of normal working hours, as well as for overtime work on Sundays. A supplement of 200% shall be paid for overtime work on public holidays. A supplement of 50% shall be paid for other overtime work.
- 4.6.5 In instances where a working hours arrangement has been stipulated which entails certain days off, work on these days by employees who should have had the day off shall be compensated with a supplement of 50%. If such days off fall on Saturdays or days before public holidays, a supplement of 100% shall nevertheless be paid for work after normal working hours for the employee in question.
- 4.6.6 When an employee is ordered to perform overtime work immediately after the end of ordinary working hours, NOK 96.00 shall be paid as a meal allowance. This assumes that the overtime work will last at least two hours and that the company does not provide food. If the work lasts longer than five hours, an additional sum for meal allowance shall be agreed upon, or the company shall provide food.

### Note:

- a) Established practice entailing superior meal allowances shall be maintained.
- 4.6.7 Upon local agreement, the parties in the individual company may enter into agreement regarding time off in lieu of accrued overtime. The overtime supplement shall be paid. The agreement shall contain provisions detailing when and how such time off shall be taken.

## **4.7 ON-CALL DUTY**

An on-call duty arrangement may be negotiated locally in accordance with the provisions of the Working Environment Act. If agreement is not reached, the matter may be brought before the confederations for review.

## **4.8 SHIFT WORK**

- 4.8.1 A supplement of 25% is paid for night work performed during a regular shift. If work is performed on two shifts, one of the shifts shall be counted as night work. In connection with work on 3 shifts, all work between 18:00 and 06:00 is considered to be night work. A supplement of 100% shall be paid for the period from 14:00 on the day before Sundays or public holidays until 24:00 on the relevant Sunday or public holiday.

Work on "regular shifts" means only shift work that lasts for a total of at least six working days and where the shifts are within the period of time and do not exceed the length stipulated by the Working Environment Act. Other shift work shall be paid as overtime. This last sentence shall not prevent individual companies from making other agreements with comparable compensation on the part of the company.

- 4.8.2 Shift workers who work overtime before or after their shift shall receive the regular overtime percentages in addition to the shift percentages for their shift. Under no circumstances shall this provision entail that the sum of the shift and overtime supplements exceed 200%.
- 4.8.2 If possible, morning and afternoon shifts shall be alternated weekly.

## **4.9 VACATION**

Vacation is granted in accordance with the Holidays Act. Contractual vacation is granted in accordance with Appendix 4.

## **4.10 WORK OFFSHORE**

- 4.10.1 An offshore compensation per day shall be agreed locally for work offshore in addition to the regular monthly wages. Ordinary working hours shall be 12 hours per day. The working hours arrangement and compensation time shall be agreed upon locally. For sporadic work offshore, one hour worked offshore shall be calculated as 1.115 onshore hours.
- 4.10.2 Work in excess of 12 hours per day and beyond the normal offshore period shall be compensated at a rate of 165% per hour. The overtime basis is the regular hourly wage plus offshore compensation.

### Note:

The normal offshore period for onshore employees pursuant to Article 4.10.2 shall be interpreted as 168 working hours for those who, during the offshore period, are subject to the provisions of the Framework Regulations.

- 4.10.3 In other respects, the conditions for offshore work shall be agreed upon locally.

## **4.11 WORK ONSHORE - OUTSIDE THE COMPANY**

- 4.11.1 If an employee is going to work at a location other than their regular workplace, e.g. in another city or town, advance agreement shall be reached regarding mode of travel and accommodations. The company will cover all costs in connection with such travel; alternatively, the travel expenses may be reimbursed according to the company's travel scale.
- 4.11.2 In the event of work at a different location and where overnight stays are required, the company shall cover all expenses in connection with accommodations and meals. If the parties find it to be practical and natural, the company and the employees may agree on a fixed sum per day to cover such expenses.
- 4.11.3 When an employee as defined in Article 4.3.1 is sent to perform work elsewhere that requires travel (does not apply to work offshore):

As regards trips lasting less than 24 hours, hourly wages shall be paid for the entire travel time that falls outside ordinary working hours. For trips of more than one day, hourly wages shall be paid for up to 15 hours per day including payment for the ordinary working day. The individual company may make agreements for compensation other than the aforementioned.

For travel on Saturdays, Sundays, Christmas Eve, Easter Saturday and Whit Saturday, holidays other than those listed below, and agreed free days, a 50% supplement to hourly wages is payable for up to 15 hours per day (including any working time).

For travel on Christmas Day, Easter Sunday and Whit Sunday, a 100% supplement to hourly wages is payable for up to 15 hours per day (including any working time).

If employees are sent so far away that overnight stays outside the home are necessary, a supplement of 20% in addition to the regular hourly wages shall be paid. This does not apply to work offshore, cf. Article 4.10.

## **4.12 BUSINESS TRAVEL**

Employees shall be compensated for travel on company business according to the company's travel scale.

## **4.13 SHORT COMPASSIONATE LEAVE**

As regards short compassionate leave, reference is made to the agreement between LO and NHO. Beyond this, such leave shall be granted in accordance with local agreements and practice in the individual company.

## **4.14 APPRENTICES**

### 4.14.1 The following shall apply for apprentices:

Based on the establishment of a new system for professional and vocational training with a primary model of 50% trainee time and 50% productive time for a two-year apprenticeship in a company, the apprentice shall have monthly wages that constitute a percentage of the normal monthly wages for newly qualified skilled workers.

For the 5<sup>th</sup> half-year: 30%

For the 6<sup>th</sup> half-year: 40%

For the 7<sup>th</sup> half-year: 50%

For the 8<sup>th</sup> half-year: 80%

Apprentices in disciplines that have three years of training from the upper secondary school (GK (foundation course), VK1 (advanced course 1) and VK2 (advanced course 2)) plus one year's apprenticeship in a company shall follow the wage scale below:

For the 7<sup>th</sup> half-year: 50 %

For the 8<sup>th</sup> half-year: 80 %

Apprentices in disciplines that have three years of training in the upper secondary school (GK (foundation course), VK1 (advanced course 1) and VK2 (advanced course 2)) plus 1-1/2 years' apprenticeship in a company shall follow the wage scale below:

For the 7<sup>th</sup> half-year: 40 %

For the 8<sup>th</sup> half-year: 50 %

For the 9<sup>th</sup> half-year: 80 %

For apprentices that do not have GK (foundation course) and VK1 (advanced course 1) from the upper secondary school after Reform 94, local agreement shall be reached regarding the distribution of a skilled worker's wages during apprenticeship.

The company shall enrol apprentices in compulsory school teaching.

### 4.14.2 Overtime for apprentices over the age of 18 shall be paid using the rate in Article 4.3.1 b) "Other workers" as the basis for calculation.

#### Minutes entry

Apprentices will have half their apprenticeship (one year) approved as wage and corporate seniority in the event of employment in the company.

## **4.15 PAID FAMILY LEAVE IN CONNECTION WITH CHILDBIRTH**

The company will pay ordinary wages during the leave period for employees granted leave in accordance with Section 12-3 of the Working Environment Act, in line with the individual company's practice for sick pay.

## **PART V: MISCELLANEOUS PROVISIONS**

### **5.1 ADJUSTMENT PROVISIONS FOR THE SECOND YEAR OF THE AGREEMENT**

Before the end of the first year of the Agreement, NHO and LO, or a body authorised by them, shall commence negotiations on any wage adjustments for the second year of the agreement. The parties are in agreement that the negotiations shall be carried out on the basis of the financial situation at the time of negotiation, and the prospects for the second year of the agreement, as well as price and wage developments in the first year of the agreement. The Supervisory Board of LO, or a body authorised by the Supervisory Board, and NHO's Executive Board, shall consider changes in the collective wage agreements for the second year of the agreement. If the parties do not reach agreement, the organisation that has made demands can, within 14 – fourteen – days after concluding the negotiations, cancel the individual collective wage agreements with 14 – fourteen – days' notice (but not to expire before 1 June 2021).

### **5.2 ENTRY INTO FORCE**

Wage raises shall not apply for employees who have resigned from the company prior to the decision. There shall be no recalculation or back pay of the overtime supplement (shift supplement), etc., for work performed prior to the decision.

### **5.3 DURATION**

This agreement shall be in force from 1 June 2020 to 31 May 2022, and then for one year at a time, if neither party provides the other party with two months' notice of termination.

### **5.4 COMPETENCE**

The individual employee is entitled to have his or her real competence documented.

#### Minutes entries

#### **Vocational training and further education**

The companies are faced with major challenges in the years to come, not least as regards technological change. The introduction of new technology and changes in modes of production will also mean that the employees will be faced with new and greater demands for competence.

It is the goal of the parties that an employee shall be able to qualify to master their assigned duties at any given time. Necessary training and continuing education will be decisive in this connection. The parties presume that all employees are willing to undergo the necessary vocational training that the company regards as necessary in order to meet the increased competence requirements for the position in question.

Training in accordance with the company's needs and vocational training that falls within an employee's working time shall take place without loss of earnings.

Vocational training shall take place pursuant to the Education Act and the regulations laid down at any given time pursuant to this Act and the provisions of the Basic Agreement.

The parties agree:

- to work actively and systematically to ensure future recruitment to the industry. An important component of this is local cooperation between schools and working life. The parties take a positive view of accepting pupils in their work practice periods, and will endeavour to ensure that this time is utilised in a meaningful way.
- that the company and the shop stewards discuss the need for intake of apprentices, so that the necessary intake of apprentices can be facilitated.
- the local parties discuss support for relevant schemes such as support for travel and moving expenses, and consider the need for measures that increase mobility and the supply of apprentices.
- apprentices and practice candidates shall not incur financial expenses for e.g. course fees and study materials in the period leading up to the trade examination. The employer will cover wages during the practical examination and the theoretical part of the trade examination for apprentices. The employer shall not be obligated to cover wages more than once for the same subject.
- to jointly work toward continuous updates to vocational training, to ensure optimal conformity with industry requirements at all times.
- to endeavour to ensure that the scheme whereby the trade examination can be taken under Section 3-5 of the Education Act (the Experience-based Trade Certification Candidate Scheme) is upheld also in the future.
- that the relevant public vocational councils seek to prepare training services for updating the skilled workers' qualifications, which will be required by the changed work requirements, working conditions, new technology and so forth.

### **Continuing education**

The companies are encouraged to treat training issues systematically in line with Chapter 16 of the Basic Agreement and Article 12-8, which states: The Works Committee shall have the authority and responsibility to stipulate general guidelines regarding vocational training for company employees as agreed by the members of the Committee. The same shall apply for guidance for new employees. The Works Committee may also be a forum for the employees' active co-determination as regards general training issues.

Industri Energi and the Norwegian Oil and Gas Association will recommend that the local parties adapt their work organisation and their internal company agreements with a view toward the requirements inherent in new technology.

As regards apprentices who do not pass the regular trade examination, a new trade examination may be taken according to Section 19 of the Act relating to vocational training. The parties encourage the companies to enter into such voluntary agreements between the host company and the apprentice regarding extended apprenticeship periods so that a new examination may be taken.

### **Travel scale**

In previous agreements, reference has been made to the Norwegian State Travel Scale. This has been replaced by the company's travel scale in this agreement. The intent is not to make any changes in the allowances, but to make it easier for the company to administer. Nor shall any changes be made in the company's travel scale that will make the overall allowances granted under the Collective Wage Agreement poorer for those who follow this agreement than that which is stipulated in the Norwegian State Travel Scale.

### **Loss of health certificate**

As regards loss of health certificate, the OSA Board shall consider the size of the contributions and possible co-ordination with the newly established scheme in other the Norwegian Oil and Gas Association areas. The OSA Board is authorised to adopt any changes.

## **GENERAL APPENDICES**

- Appendix 1 Contractual pension (AFP)
- Appendix 2 Information and development fund
- Appendix 3 Early retirement pension supplement (“sliterordningen”)
- Appendix 4 Contractual vacation, etc
- Appendix 5 Agreement relating to short compassionate leave
- Appendix 6 Compensation for public holidays, including 1 May and 17 May
- Appendix 7 Reduction of working hours as of 1 January 1987
- Appendix 8 The confederations' work on equal opportunities for women and men
- Appendix 9 Agreement relating to information, cooperation and employee participation in connection with various forms of cooperation in the petroleum activities
- Appendix 10 Guidelines for percentage deduction of union dues
- Appendix 11 Supplemental Agreement X - European Works Councils
- Appendix 12 Non-union companies
- Appendix 13 Hiring employees and outsourcing work, etc.
- Appendix 14 Union-level funds
- Appendix 15 Policy regarding hiring temporary agency workers

## **PART VI: MANNED SUBSEA OPERATIONS ON THE NORTH WEST EUROPEAN CONTINENTAL SHELF**

### **6.1 SCOPE**

- 6.1.1 This part of the Agreement governs minimum wages and conditions for diving personnel who work on the North West European Continental Shelf.
- 6.1.2 As a minimum, all personnel shall have the day wage and supplement as stated in this Agreement. Wages are based on pounds sterling. The exchange rate for conversion to Norwegian kroner (NOK) is determined for six months at a time, based on Norges Bank's average exchange rate during the previous six-month period, i.e. 1 May and 1 November, respectively.

### **6.2 STANDARD MINIMUM WAGE RATES, PER DAY (DAY WAGE)**

- 6.2.1 Wages shall be paid with a minimum day wage rate, cf. Article 6.2.2.a), for each day that the employee has been offshore (day wage).
- 6.2.2 Day wage rates
- a) Day wage rates effective 1.1.2022, including holiday pay

<u>Stilling</u>	<u>Position</u>	<b>£ pr. day</b>
Dykkeleder Metning /	Diving Supervisor (mix gas)	952.79
Dykkeleder Luft	Diving Supervisor (air)	747.62
Profesjonell Dykker (Luft eller bl.gas)	Professional Diver (mix gass)	634.78
Dykker (Luft eller bl. gas)	Professional Diver (air)	634.78
Kammeroperatørleder	Life Support Supervisor	613.00
Kammeroperatør	Life Support Technician / Gas man	548.13
Ass. Kammeroperatør uten sert.	Asst. Life Support Technician	358.83
Deck foreman	Deck foreman	607.65
Rigger Formann e.l.	Rigging Supervisor/Foreman	470.65
Rigger/Sveiser	Rigger/Welder	416.67
Rigger	Rigger	383.72
ADS Pilot	ADS Pilot	634.26
Senior ADS Pilot	Senior ADS Pilot	813.59

- b) Additional rates effective 1 January 2022, including holiday pay

<u>Supplement</u>		<b>£ pr. day</b>
<u>ekstra trening- høy sats</u>	<u>Training Allowance</u>	28.13
<u>ekstra trening - lav sats</u>	<u>Training Allowance</u>	14.10
<u>Metningsbonus</u>	<u>Sat hours</u>	41.74
<u>helseattest og sikkerhetskurs</u>	<u>Medic &amp; Survival.</u>	7.05

- 6.2.3 Permanently employed personnel shall have a monthly wage disbursed in the amount of 11.2 day wages per month. Days worked in excess of 11.2 per month shall be settled at least once a year. As regards temporary employees, wages shall be paid at least once per month for the number of days that the employee has worked (day wage).
- 6.2.4 For permanently employed diving personnel, monthly wages shall be paid 12 times per year and shall include wages during vacation time.
- 6.2.5 In the event of temporary assignment in a higher-paid position, the higher wages shall be paid starting from the first day of the assignment.
- 6.2.6 The minimum saturation bonus shall be paid per hour in saturation from seal to seal, cf. Article 6.2.2 b).

The saturation bonus is a variable supplement that shall not be included in the basis for sick pay.

6.2.7 Remuneration for expenses

- a) Travel expenses shall be covered in accordance with Article 3.12.2 in Part III of the Agreement.
  - b) The company covers a survival suit and all compulsory work clothes.
  - c) A supplement to the day wage shall be paid for the health certificate and safety course, cf. Article 6.2.2 b).
  - d) Additional training for divers and diving supervisors shall be compensated as follows: diving managers, diving supervisors, professional divers and divers involved in saturation diving - to be compensated per day cf. Clause 6.2.2 b) high rate. Diving managers, diving supervisors, professional divers and divers involved in air diving shall be compensated per day cf. Clause 6.2.2. b) low rate.
- 6.2.8 As regards work carried out on Easter Sunday and Easter Monday, Labour Day (1 May) and Norwegian Constitution Day (17 May), 1 January, Christmas Day, Boxing Day, and Good Friday, a 100% supplement is paid in addition to daily wages and saturation bonus.

### **6.3 PROMOTION**

There are two levels of divers, Professional Diver and Diver. Before a diver can be promoted to professional diver, they require the relevant certificates and satisfactory qualifications (more than 50 days in saturation diving mode is considered satisfactory).

### **6.4 OVERTIME**

- 6.4.1 For work on the Norwegian Continental Shelf in excess of 12 hours per day and/or 1877 hours per year, an overtime supplement of minimum 40% shall be paid.
- 6.4.2 The basis for calculating overtime payment is day wage / 12.

## **6.5 ARRIVAL/DEPARTURE DAY**

Arrival/departure day is paid with the full day wage. The same applies if the employee must wait to travel home due to bad weather or other factors that prevent transport home.

## **6.6 WORK ONSHORE - MOBILISATION**

6.6.1 In the event of mobilisation when the vessel is in port, full day wages shall be paid for the day on which the employee arrives at the vessel. If the arrival is between 00:00 – 06:00, full day wages shall be paid for the previous day.

6.6.2 Work onshore shall otherwise be compensated with 50% of the full day wage.

## **6.7 WORKING HOURS**

6.7.1 Regular working hours are 12 hours per day.

6.7.2 The offshore period shall normally not exceed 21 days on the Norwegian Shelf and 28 days on a foreign shelf.

6.7.3 The break shall be at least 30 minutes if the working hours are at least 7.5 hours per day, and one hour when working hours are 12 hours per day. The break shall be included in the working hours if the working hours are 12 hours. Breaks shall be granted in connection with scheduled meals on the installation.

6.7.4 The employee shall have a work-free period of at least eight consecutive hours between two work periods.

6.7.5 A work log shall be kept of the diving personnel's regular working hours and overtime for each individual day. Unions representatives shall have access to the log.

6.7.6 In connection with stipulating and implementing working hours for permanent, seasonal and short-term employees, the company and the shop stewards shall strive to plan working hours and free time so as to safeguard the employees' needs for regular, predictable time off and the employers/operators' need for continuity in the contractual relationship.

## **6.8 WORK SCHEDULE**

6.8.1 A work schedule shall be assigned to the employee well before the work commences, and no later than one hour after arrival on the installation.

6.8.2 Insofar as possible, the companies shall strive to distribute the workload as evenly as possible, including distribution of saturation, day and night work.

6.8.3 In the event of a change in the work schedule, the employee shall have eight hours off before commencing a new work schedule.

## **6.9 SIZE OF THE WORK GROUP**

- 6.9.1 It is presumed that staffing levels are sufficient to ensure that the work can be carried out in accordance with statutes and regulations.
- 6.9.2 Minimum staffing per 12-hour shift shall be in accordance with internal diving procedures. It is assumed that no positions are combined tasks other than those approved in the diving procedures.

In connection with saturation diving, there shall be a minimum of 80% professional divers and a maximum of 20% divers. In connection with air diving, there shall be at least 70% professional divers and no more than 30% divers.

- 6.9.3 The employees, with or without their shop stewards, may demand negotiations if they believe that a work group is too small, thus entailing unreasonable pressure or compromising safety. This also applies if working conditions are significantly altered.

## **6.10 LAY-OFFS – PRIORITY**

- 6.10.1 When there is no work, permanently employed diving personnel shall be laid off. A lay-off notice may be issued with effect from the time when earned time off has been taken, regardless of the notification deadlines in the Basic Agreement. The company's duty to pay wages lapses in accordance with the Act relating to duty to pay wages in connection with lay-offs. With regard to lay-off confirmation, reference is made to Article 8-4 of the Basic Agreement.
- 6.10.2 Permanently employed personnel shall have priority for work, but not in such a manner that would entail termination of short-term assignments that are already in force. Consideration shall be given to the priority rights of permanent employees when entering into contracts.

## **6.11 COMPASSIONATE LEAVE**

- 6.11.1 Short compassionate leave shall be granted in the following instances:

- a) In the event of death and for participation in funeral arrangements for close family members. Close family means persons who are closely related to the employee, such as spouse/cohabitant, children, siblings, parents, parents-in-law, grandparents or grandchildren.
- b) In connection with acute serious illness in the home. Such illnesses must be documented by a doctor's certificate.
- c) Leave for spouse/cohabitant in connection with childbirth.
- d) Confirmation of one's own children.

- 6.11.2 The request for compassionate leave must be submitted to the company as soon as possible. It is assumed that the employee will receive a reply to the request as soon as possible.

6.11.3 Such short compassionate leave during the offshore period shall be compensated with up to two days' wages (24 hours), even if the leave is longer due to communication factors.

6.11.4 The employer shall provide for transport ashore as soon as possible. The company is not responsible for expenses in connection with travel from the heliport to the employee's home and back, if applicable.

## **6.12 PERSONAL EFFECTS**

In accordance with Article 3.22 in Part III of the Agreement.

## **6.13 ACCIDENT INSURANCE**

In accordance with Article 3.24 in Part III of the Agreement.

## **6.14 LOSS OF HEALTH CERTIFICATE**

In accordance with Article 3.25 in Part III of the Agreement.

## **6.15 RETREAT FUND**

6.15.1 Companies that carry out saturation diving on the Norwegian Shelf shall pay a sum per saturation day into Industri Energi's retreat fund for saturation divers. The sum is calculated as follows: Wage Group E - 0 years in Part III of the Agreement divided by 12. One percent of this sum shall be paid in per saturation day.

6.15.2 No later than 1 July of each year, the company shall send Industri Energi a list of employees who are "non-members of Industri Energi", who are covered by the scheme, indicating the employees' names and how many saturation days the person has had during the past year.

## **6.16 WORK INSHORE**

A local agreement must be established prior to commencing "inshore" diving in Norway.

## **6.17 SHOP STEWARDS**

In accordance with Article 2.11.1 in Part II of the agreement.

## **6.18 EMPLOYMENT**

Pursuant to Article 2.11 in Part II of the agreement.

## **6.19 ADJUSTMENT PROVISION FOR THE SECOND YEAR OF THE AGREEMENT AND IN YEARS WITH CENTRAL WAGE SETTLEMENT**

Supplements that are granted on a central level shall not apply for personnel who are covered under this part of the Agreement. The wage rates in Article 6.2.2 will be updated on 1 November each year. The evaluation shall take place on the basis of wage developments in the industry on the North West European Continental Shelf.

### Minutes entry

Wage conditions for diving personnel offshore will be adjusted in accordance with the current wage conditions on the UK Continental Shelf. With reference to Offshore Diving Industry Agreement (OIDA with RMT).

Industri Energi shall prepare up-to-date wage tables revised on 1 November and 1 May each year according to the set template “Wage Voucher A”, included with the minutes of the 2014 revision of the collective agreement.

## **6.20 DURATION**

In accordance with Article 5.3 of OSA.

## **6.21 APPENDICES TO PART 6**

- Appendix 1 Contractual pension (AFP)
- Appendix 2 Information and development fund
- Appendix 3 Early retirement pension supplement (“sliterordningen”)
- Appendix 4 Contractual vacation, etc
- Appendix 5 Agreement relating to short compassionate leave
- Appendix 6 Compensation for public holidays, including 1 May and 17 May
- Appendix 7 Reduction of working hours as of 1 January 1987
- Appendix 8 The confederations' work on equal opportunities for women and men
- Appendix 9 Agreement relating to information, cooperation and employee participation in connection with various forms of cooperation in the petroleum activities
- Appendix 10 Guidelines for percentage deduction of union dues
- Appendix 11 Supplemental Agreement X - European Works Council
- Appendix 12 Non-union companies
- Appendix 13 Hiring employees and outsourcing work, etc.
- Appendix 14 Union-level funds
- Appendix 15 Policy regarding hiring temporary agency workers

Stavanger, \_\_\_ 2022

Norwegian Confederation  
of Trade Unions (LO)

Confederation of Norwegian  
Enterprise (NHO)

Industri Energi

Norwegian Oil and Gas Association