

Norges  
Rederiforbund  
Norwegian  
Shipowners'  
Association

Et rettferdig arbeidsliv



# Collective agreement

for employees on mobile offshore units

– & –

Drilling and catering on permanently placed facilities  
on the Norwegian continental shelf



**2022-2024**

Photo: Erlend Halteberg

**Unofficial translation from Norwegian**

The Norwegian version will always apply in the event of a dispute

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# **AGREEMENT REGARDING EMPLOYEES ON MOBILE OFFSHORE UNITS IN OPERATION ON THE NORWEGIAN CONTINENTAL SHELF AND EMPLOYEES ENGAGED IN PLATFORM DRILLING AND CATERING ON PERMANENTLY PLACED FACILITIES ON THE NORWEGIAN CONTINENTAL SHELF**

## **1. SCOPE**

The regulations are to be applied for employees working on mobile units (regardless of whether the unit is registered in ship register or not) on the Norwegian Continental Shelf, in position which is paid for in accordance with the wage section of the agreement.

The regulations are also applicable to employees engaged in platform drilling on the Norwegian Continental Shelf, in a position that is paid in accordance with the wage section of the agreement. Platform drilling also to be interpreted as assignments related to maintenance of drilling equipment for such activity.

The regulations are also applicable to employees in catering companies on permanently placed facilities on the Norwegian Continental Shelf and where the catering company is a member of The Norwegian Shipowners' Association with this activity.

This agreement may be implemented as Collective Agreement in manpower companies / temporary employment agencies that have employees who are hired out, and who are performing work subject to the scope of this agreement.

As long as this agreement applies between the organizations neither of the parties may enter into new agreements for other employers with permanently employed employees on mobile units and/or platform drilling on the Norwegian Continental Shelf including regulations regarding wage and working conditions deviating from the regulations of this agreement.

Addition to protocol

In connection with the 1996 revision of the agreement SAFE requested the introduction of a regulation stating that employees on the units employed through subcontractors, and who naturally belong within the area of the position, should be regarded as being covered by the agreement. NSA stated that this could involve legal and/or commercial complications. NSA members shall, however, seek to influence such subcontractors to become party to the agreement and upon request by the local shop stewards account for what has been done with regards to this. In addition the parties refer to the existing obligation not to enter into new agreements at variance with this agreement.

## **2. EMPLOYMENT, NOTICE AND DISMISSAL**

### **2.1 *Employment***

Work contract is entered into in accordance with current legal regulations. Employment is based on a written contract signed by the employee and the employer. The contract shall be a standard contract and shall be in Norwegian. If the employee so wishes, the contract may be written in English.

The contract shall refer to the agreements in force (Basic Agreement and Collective Agreement) which, together with other current regulations regarding the work, shall be handed to the employee.

Engagement of substitutes shall be by written contract. It shall be evident whom the person is substituting for. The employment relationship shall also comprise leisure periods.

Without agreement between employer and employee, to take on paid work for competing company or for oil company which may potentially commission the employer, is not allowed. The same applies to work, which pursuant to current law will be contrary to the employee's general duties according to the work contract.

## **2.2 Notice of termination and dismissal**

Notices of termination and dismissal shall be given pursuant to the regulations of the Working Environment Act. For employees in wage groups 0, 0.1, 1, 2, A and B the term of notice is 3 months. For Platform Manager with 10 years employment the notice period is 6 months.

When notice of termination has been given, and the term of notice pursuant to current regulations expires on a fixed date which, according to the employee's shift schedule is in a leisure period, the employment terminates immediately after the last period on board completed prior to the fixed date. When notice of termination has been given, and the term of notice pursuant to current regulations expires on a fixed date which according to the employee's work schedule is during a period on board, the employment terminates only at the expiration of the period on board.

Employee shall at the time of termination be paid outstanding wages, including wages for earned leisure days, which due to the termination may not be taken out. Wages for earned leisure days must cover at least the days until the expiry date of the period of notice.

The employee shall be paid necessary travel expenses in connection with statutory negotiation meeting in connection with notice of termination or dismissal.

Preference for reappointment under section 14-2 Working Environment Act shall apply to employees above the age of 55 on mobile units, from the time of giving notice and for two years from the expiry date of the period of notice, but in any case, so that the extended preference shall lapse on the 60<sup>th</sup> birthday of the person concerned. A similar extended preference shall apply to employees in platform drilling from the age of 57 to 62.

## **3. WORKING HOURS AND SHIFT SCHEDULES**

### **3.1 Definitions**

**Working period:** Period (usually 12 hours) during which the employee is working for the employer during 24 hours.

**Leisure time:** Period between two working periods.

**Period on board:** Period during which the employee stays continuously on units within the scope of this agreement.

**Leisure period:** Period between two periods on board.

**Vacation:** Part of leisure periods being vacation pursuant to the Vacation Act and section 10 of the agreement.

**Shift work:** A working hours arrangement according to which the work periods for the individual employee is placed at various times of day and night according to a previously determined work schedule.

**Work schedule:** Shift schedule, rotation schedule showing periods on board and leisure period.

**Work cycle:** A limited part of the work schedule including periods on board and leisure periods repeated regularly, and which together give weekly working hours in accordance with the provisions of the regulations regarding working hours.

**Irregular period:** A period between two regular work cycles, with different duration of period on board and/or leisure period.

**Daily working hours:** Normal working hours during the day in accordance with the company's practice.

**Shuttling:** Transport between permanent placed and/or mobile offshore units, and/or shore.

**Swing shift:** Shift work during which the working periods take place at various times of the day and night during one and the same period on board.

### **3.2 Working hours**

Ordinary working hours shall not exceed 12 hours during 24 hours and 33.6 hours per week in average over a period of maximum one year.

The employee shall be given a work schedule including periods on board the unit and, if possible, safety training as well as summer and winter vacations.

The schedule shall show when a period on board starts and when it expires.

When the transport situation entails that a 12-hour work period must be divided on the days of travelling out and home, this carries no extra payment.

The parties agree that for the application of this agreement the agreed vacation shall be located to the leisure periods of the work cycle. With a work schedule involving 2 weeks' period on board and 3 and 4 weeks of leisure periods alternately, this means that the average annual working time in 2002 will be 11 hours in excess of the 1582 working hours laid down in the wage agreement.

The parties therefore agree that from 1 January 2002 work schedules shall normally be arranged with 2-week periods on board followed by 4-week leisure periods.

When remuneration under section 5.3 is calculated, this 2/6 shall be taken as the basis of 2-4 rotation for those concerned.

In the event of future reductions in working hours, the number of working hours 1.460 agreed on the shelf shall be retained, until industry and/or society reach the number of hours agreed. If general reductions in working hours are implemented without any wage reductions, the value of such reduction shall be compensated financially.

### **3.3 *Period on board***

The duration of the period on board shall be agreed between the individual company and the local trade union. Where local trade union does not exist, it is to be agreed with the shop stewards.

Under normal conditions the employee shall in principle not return to shore on a later flight than that which carried him out to the field.

Extra work time in connection with a regular period on board may only be allowed pursuant to chapter VIII in the Framework Regulations, to be paid for by overtime pay pursuant to section 5.1.

If the employer, through no fault of his own, is unable to implement crew change in due time, for instance in connection with difficult weather conditions, technical problems with the helicopter or because relief has been taken ill, it is presupposed that the employee or employees concerned continue in service to the extent this is reasonable, if major difficulties for the unit or for those on board would otherwise arise.

Those reporting at the reporting point at the agreed time earn wages, public holiday allowance and leisure period as if they had been at work on the vessel according to schedule. Subsistence and catering expenses during the waiting time are to be covered by the employer according to the same guidelines as mentioned under section 13. This shall also apply for personnel called out in addition to their own work schedule.

If the company asks the employee to postpone travel from home address or advance the time of the return home from the field, wages are earned, even if this results in fewer days on the shelf than given in the work schedule.

Waiting time (leisure time) on board the unit when work is not carried out is to be paid for by the hourly rate (monthly wage/146) per hour. Waiting time is calculated from the time fixed for departure, or after 14 days from the time the period on board started. Brief interruptions in the period on board are calculated as part of the period on board. Leisure period lost is thus settled. In connection with waiting time at heliport of more than 1 hour in excess of normal departure (due to late helicopter departure) is to be compensated for per hour by the hourly rate, calculated from the time of scheduled helicopter departure. When waiting time at heliport occurs during what should have been working hours on the shelf, and/or when someone is sent to hotel/home from heliport, the waiting time payment is suspended from the time of check in at hotel or arrival at home and until departure from hotel/home.



### **3.4 Change of work schedule, work cycle or place of work**

For operational reasons it may be necessary to change work cycles or to transfer personnel from one place of work or a unit to another. In such situations the selection of which employees to transfer, and the destination, shall be decided by the employer.

No one benefits from unnecessary change of work schedule/unit, but crew requirement and wishes from the employees may make this necessary.

When possible, the wish of the individual employee will be taken into consideration, also taking into consideration the entire group or groups of employees.

Employees having additional or extended period on board or deviation from regular work cycle shall receive overtime payment pursuant to section 5.3. Deviation due to position training or change of position is to be paid for by ordinary hourly wages.

In the event of a departure from the work schedule, an additional compensation in the amount of NOK 550, - per day, limited upward to NOK 3850, -, is payable for each day the employee works on a day that should have been a leisure day in the period from normal work cycle has been re-established. The same will apply in the event of a permanent transition to a new work cycle if the last leisure period under the previous work cycle is extended (the work schedule is "moved forwards" of the employee). However, this paragraph does not apply in connection with the crew's first time mobilizing at a new place of departure, or with change of field or operator for the unit.

With instructed change of work schedule as a result of manning reduction, only overtime pay is payable according to item 5.3.

Independent of the above mentioned, there will be no compensation for lost leisure days with a change of work schedule according to the employee's own wishes.

### **3.5 Working period**

Detailed daily working hour's arrangement is to be agreed between the parties on board. No employee is entitled to work exclusively during daytime. When the employees so wish, and nothing else is agreed, one shall try to prepare conditions for a reasonable balance between day and night duty, unless this causes special difficulties. There will be no deduction for instructed resting time.

For senior personnel such as platform manager, technical supervisor, stability supervisor, catering manager, toolpusher and production supervisor, who are not subject to the provisions in the Working Environment Act or the Framework Regulations concerning hours of work, no limited daily working time has been agreed, so that these employees are responsible for organizing their own required periods of rest.

#### **3.5.1 Compensation for swing shift**

Changes in working period are compensated for every change with an amount corresponding to the overtime bonus (65%). The bonus is to be paid for the first two working periods after the change and for the number of hours the working period has been changed.

If the employee goes for example from work period 06.00 - 18.00 hours to work period 12.00 - 24.00 hours, an overtime bonus (65%) is paid for 6 hours for the first two work periods.

If the employee goes for example from work period 06.00 - 18.00 to work period 18.00 - 06.00, an overtime bonus (65%) is paid for 12 hours for the first two work periods.

The bonus is paid indifferent of the length of the working periods after the change.

By change of working period as a result of prolonged time following a regular period on board where the employee is terminating the prolonged period on board one day after the change of working period (the swing shift), compensation is only to be paid for one working period.

### **3.5.2 Exceptions/clarifications**

No compensation is to be paid for changes in working period as a result of allocated work schedule. Neither is compensation to be paid for change of work period for the entire period on board, when the employee is notified about this prior to departure from heliport.

This shall be practiced as following:

- No compensation is to be paid for changed working period by going from one irregular period on board to the regular period on board if the change is a result of allocated work schedule (for the regular period on board).
- If the change of working period is taking place on another hour than what is corresponding with the work schedule, this shall be compensated with the bonuses in item 3.5.1 for two working periods unless the employee is notified about the change prior to departure from heliport.
- By extra periods on board which are not connected to a regular period on board and for substitutes, no compensation is to be paid for changes in the working periods that are a result of the work schedule of the employee who is replaced, or if the employee is notified prior to departure from heliport. The exception is only regarding to one change in working period during a period on board. (Note: Substitutes shall be notified about whom they substitute for and the person's work schedule prior to departure from heliport.)
- No compensation is to be paid if an employee that normally do not have changes in working period is notified about a change in working period prior to departure from heliport. This exception does only concern one change in working period during one period on board.
- If an agreed swing shift is not carried out, there will be no swing shift compensation paid.
- Except for the changes to working periods mentioned in bullet point 1, exception is only applied for one change in working period during one period on board.

### **3.6 Working hours arrangements at yard and in lay-up**

During long stays at yard and in lay-up a different working hour's arrangement than the one laid down in this agreement may be employed according to agreement with the shop stewards. The agreement shall i.e., include regulations regarding working hours, home travel arrangements, etc. If agreement is not reached, the question may be brought before the organizations.

### **3.7 The right to go ashore during leisure time**

During the unit's stay in port or at other secure anchorage when at yard and in lay-up close to shore, an employee has the right to go ashore during his leisure time unless he is required to stay on board for the safety of the persons on board, the vessel or the equipment, to carry out necessary work on board, or due to the forthcoming departure or shifting of the unit, or as a result of instructions from the authorities. If an employee is instructed to stay on board during his leisure time for reasons other than his own situation, or as a result of regulations laid down by public authority, he is entitled to a compensation of NOK 50, - pr. hour.

As far as possible with regard to costs and other conditions, the platform manager shall, at no cost to the crew, provide such boat communication that the crew may use their right to go ashore.

The regulations of this section do not apply when the unit is under contract and the operator for reasons of readiness demand complete crew. Neither do the regulations apply where technical conditions make it unsafe to enter the unit without the use of helicopter.

### **3.8 Work away from workplace/telecommuting**

The individual company cannot start work away from workplace/telecommuting without terms and conditions of a local agreement about such work.

### **3.9 Work onshore**

Employees on temporary assignment ashore in their onboard period shall have an agreement stating wages and working conditions before the work takes place.

## **4. WAGES**

### **4.1 Wage group position**

- 0 Platform Manager
- 0.1 Toolpusher, Production Supervisor
- 1 Section Supervisors, Technical Supervisor, Deputy Platform Manager with Deck Officer Certificate Class 1, Maritime Barge Supervisor, Stability Supervisor, Maintenance Supervisor, Deputy Toolpusher
- 2 Driller, Subsea Engineer, Catering Manager, Senior Electrician/Chief Electrician, Assistant Technical Supervisor

- A1 Assistant Section Supervisors, Electrician, Safety Supervisor, Medics, DP-Operator\*
- A Assistant Driller, Control Room Operator, Engine Room Operator, Ballast Control Room Operator
- B Operation Engineer, Electrician in Platform Drilling, Rig Mechanic in Platform Drilling, Laboratory Technician, Hydraulic Engineer, Electronics Engineer, Instrumentation Engineer, Process Operator, Crane Operator/supervisor, Storekeeper, Derrickman
- C Radio Operator, Cook, Mechanic, Welder, Drilling and Maintenance Operator (DMO), Deck Supervisor, Caretaker
- D Turret Operator, Assistant Derrickman, Drill Floor Mechanic, Roughneck, Mud Strainer Operator, Receptionist (Dispatcher), Motorman\*
- E Operation and Maintenance Operator (OMO), Catering Operator

\* Ref Notes

Wage for employees in wage groups 0 to 2 is determined on an individual basis taking into consideration the wage conditions in the company and other conditions, as well as the individual's skills, experience, education, period of employment and areas of work and responsibility. For these employees' section 3.1, 3.2, 3.3 first paragraph, 3.4, 3.5, 3.6 and 3.7, section 4.1.1 - 4.1.3, section 4.2 and section 5 - 7 do not apply. However, they must have compensation with ordinary hourly pay and overtime pay according to the rates in section 5.1 in the event of too much time on board (With work) in relation to the length of their ordinarily agreed working hours, and claims on their own cabin according to the provisions in sections 6.9 and 6.1.

A joint declaration on individual remuneration is agreed upon, see section 27.

SAFE will in connection with central negotiations also negotiate about adjustment of the fixed minimum wage rates for individually remunerated positions.

Notes

Electricians in Platform Drilling and Rig Mechanics in Platform Drilling holding a Certificate in Hydraulics will be promoted to wage group A1 after 1 year in the top wage position. When promoted, the employee will achieve the wage position that in NOK's is closest above wage position 6 in wage group B.

With effect from January 1<sup>st</sup> 2014 Rig Mechanics in Platform Drilling advanced to wage group A1 after 1 year in the top wage rate in wage group B. Upon advancement the employee will receive the wage position that in NOK's is above and closest to the wage position 6 in wage group B. Those who, per June 1 2013, are paid in salary group A shall be moved accordingly to the salary grade in A1 which is above and closest to the employees wage position in A.

The alteration concerning Mechanic in Platform Drilling will be put into effect from 01.01.05. The employees, who by this date have been minimum 1 year in the top wage

rate in wage group B, will advance to wage group A from the 1<sup>st</sup> of January. The next advancement will be 01.01.06.

Assistant Derrickman, Drilling Deck Mechanic, Mud Strainer Operator and Roughneck with a certificate of skill as Drilling and Maintenance Operator to be advanced into wage group C the 1.day of the month after an approved certificate of skill is presented to the company. Upon advancing the employee will achieve the wage position in NOK's above and closest to the wage position in wage group D that the individual had before the advancement.

A Cleaning Operator holding a certificate of apprenticeship as cleaner will advance to the superjacent pay rate in wage group D.

OMO includes the positions of "roustabout" and "unskilled worker" where these terms are used. "Cleaning Operator" supersedes the previous title "Catering Operator".

The position Operation and Maintenance Operator (OMO) in each company is given a special supplement of NOK 6000, - pr. year including holiday pay to employees who have been at least one year in the top wage rate. Supplement is given the first time with effect from 1 June 2013 for those who at this time has been at least one year in the top wage rate, then 1 January each year.

Note

The Permanent Position Committee for mobile units has previously considered the position as Leading Electrician/Chief Electrician and decided individual placement in wage group 02. It is agreed that companies can use this position with corresponding wage group position according to the decision made by the Permanent Position Committee.

Minimum wage rates per month in effect from June 1, 2020:

Group	Position	Regular monthly wage	Adjusted monthly wage
0	Platform manager	83 434	74 945
0.1	Toolpusher, Production Supervisor	81 259	72 553
1	See wage group	74 734	66 727
2	See wage group	69 297	61 872

These minimum wage rates are based on an average of 1.460 hours per year and 12% vacation allowance (shall be calculated with the current rate for calculation of vacation allowance).

The shop stewards shall have the right to check that the wage level for personnel in wage group 0-2 in a work cycle context is in line with the intentions of the wage system. In the context of discussions under this section, the company, if requested by the shop stewards, shall produce wage statements for SAFE members and also documentation, made anonymous, of wages for the categories of positions in which SAFE has members, in such a manner that this will not contravene the Act relating to privacy protection.

#### **4.1.1 Seniority increments**

The seniority increment stages apply for service time after 1, 2, 3, 4, 5 and 6 years.

- a) By achieving an advanced position, one will achieve a corresponding wage position in the advanced wage group.
- b) Seniority increment is to be paid per 1<sup>st</sup> January following the regulations below;
  1. Employees that obtain employment between 1<sup>st</sup> January and 30<sup>th</sup> June will achieve a seniority increment 1<sup>st</sup> January the following year.
  2. Employees that obtain employment between 1<sup>st</sup> July and 31<sup>st</sup> December will achieve a seniority increment from the second time they pass New Year.

#### **4.1.2 Seniority with regard to wages**

Wage seniority is to be credited in full for experience in production, drilling and catering company offshore. At the appointment in the company other relevant experience is credited by up to 3 years. The company will consider the employee's documented experience and if and to what extent this experience is relevant. Other relevant experience is working tasks that are similar to the working tasks the employee is doing in his position. Earlier considerations shall be taken into account, so that the credit for the same work becomes as far as possible equal for the employees. The consideration shall be kept in the personnel archives. If there are disagreements locally, one must follow what is recommended centrally, or after discussion in The Permanent Position Committee.

For employees in positions requiring certificate, for which certificates may be obtained through service on ships, 4 1/2 years of service on ships, is to be included in the calculation of seniority.

The first subsection, 2<sup>nd</sup> and 3<sup>rd</sup> sentences of this regulation is practised in such a manner that in total or separately one is not credited with more than 3 wage levels. This means that more than 1.5 years of practice is credited with one wage level, beyond 3 years with two wage levels, and beyond 4.5 years with three wage levels.

#### **4.1.3 Seniority for substitutes**

Substitutes are earning seniority according to the same regulations that apply for permanently employed. For example, one year of service is calculated for one man-year (1460 hours) offshore.

#### **4.1.4 New positions**

The parties to the collective agreement may demand negotiations regarding determination of wages for positions not mentioned under section 4.1, and which naturally belong within the scope of the agreement. The determination of wages shall be decided through agreement or committee prior to individuals being employed in the position, if this is possible in practice.

#### **4.1.5 Permanent Position Committee**

It will be established a permanent Committee of one representative with a substitute representative from each of the employee's organizations that have collective agreement with wage matrices that can include the actual position/positions, and up to three representatives with substitute representatives from NSA.

The Committee shall consider the determination of new positions. If one or several of the employee's organizations do not come to an agreement with NSA's representatives, the organization can make use of the Committee in accordance with item 4.1.4.

To avoid companies paying employees in another position than in the position the person should have been paid according to the work the person is doing, the parties agree upon that the Committee also can discuss the content of the positions in the position matrices.

Such issues shall be intended solved locally in the company within the frames of the collective agreement and position descriptions. If the parties do not agree or one of the organizations can point out that the collective agreement has not been followed, a meeting in the Committee can be claimed. Meeting will however not be held if the company at once stop the use of the position or use a correct description according to the agreement, and this is acceptable in accordance to the position instruction.

#### **4.2 Wage tables**

The wage tables are based on a system with normal monthly wage and a system with adjusted monthly wage (12 monthly wages + vacation allowance). The parties shall agree locally which system that shall be used.

For employees comprised by the rules about seaman's deduction, the wages in the wage tables shall be reduced by NOK 4300, - per month. For employees with adjusted monthly wage, the deduction is NOK 3900, -.

Alarm compensation is included in the wage table with the rate applying prior to the wage revision in 1996.

##### **4.2.1 Substitute work**

When an employee for more than one whole day is serving in a higher placed position in the tariff area than the one, he is employed in, he is entitled to payment as laid down for the higher position for the time during which he has worked in the higher position.

Employees who have their wages determined in accordance with wage table, and who temporarily function in position for which the wage is not determined here (senior

position), is to be granted a remuneration of NOK 550, - per 24 hours on board during which the individual functions in the position. The remuneration is to be paid for function in such position for up to 3 months. Otherwise, the regulations of the agreement apply. If there is reason to presume that the individual will function for more than 3 months in such position, wage determination shall be in accordance with determined wage for the position.

Alternatively, it may be arranged locally in the company for employees with wages settled according to the wage matrix and who temporarily function in a position as individual salaried, that the person concerned be placed in the company's system on individual wages for the relevant position for the time the person in question functions in that position.

#### **4.2.2 Permanent alternating position**

Personnel who work in various positions shall be remunerated as the higher placed of the positions. If one shall serve instead of one who is permanently employed in the higher position, the provision in section 4.2.1 applies. If overtime is included in wage rates for one position, but not for the other, the overtime is calculated separately for the time one serves in the position covered by the working time regulations with overtime rates for this. This paragraph does not apply where one of the positions is the Platform Manager.

#### **4.2.3 Competence allowance**

The parties agree that additional competence over and above vocational training or a higher-category certificate than required for the position in question, and which the company can benefit from to achieve increased productivity and profitability, may be subject to remuneration above the rates of the pay scale.

The positions and the requirements for such additional competence shall be defined and determined by the individual employer. The shop stewards shall be given an opportunity of expressing their views before the company decides.

#### **4.2.4 Meals and meals allowance**

Catering is free on board the units. For those who are comprised by the rules about seaman's deduction, the meals allowance during leisure period included in the annual wage with NOK 16.500, -. For mobile units where meals allowance previously has been included, this is maintained.

#### **4.3 Training positions**

The parties agree to enter into separate agreement with regard to training positions. Where no agreement approved by the parties exists, the wage section of the agreement applies in full during training.



## **5. OVERTIME**

### **5.1 Overtime payment**

Overtime work shall be subject to overtime pay per hour calculated based on 1/146 of the rates for a normal monthly wage in the pay scale with an addition of 65%. A half-hour commenced shall be considered a full half-hour.

### **5.2 Work exceeding 12 hours per 24 hours**

Work exceeding 12 hours per 24 hours is to be regarded as overtime and be compensated for by the rates in section 5.1. Overtime payment is not to be paid if the extended time is a result of use of agreed swing shift and is compensated for by equivalent leisure time during the previous or following work period or in connection with agreed shift schedule resulting in alternating different number of hours during the periods on board. Overtime pay shall nevertheless be payable for work beyond 12 consecutive hours. This does not apply to those who are individually paid.

### **5.3 Remuneration in connection with too much time on board**

According to section 3.2 the period on board shall represent 2/6 of total time. Time exceeding 2/6 consequently represents too much time on board and shall be remunerated by overtime payment for 12 hours per 24 hours (when 12-hour working periods are used). Overtime within the individual 24 hours is to be paid for pursuant to section 5.2 and waiting time pursuant to section 3.3.

If other work schedule than one giving 2/6 periods on board has been allotted, e.g. using the "2:3/2:4 cycle" or due to variable work schedule arrangements during the year, the relevant ratio is to be used in connection with the calculation.

The calculation shall be made for each work cycle or deviation period replacing a work cycle, provided that the parties do not locally agree on other calculation periods. The periods commence and finish at the time of travelling out (expiration of a leisure period).

### **5.4 Short overtime periods**

Employees, who are called out to work outside regular working hours, shall receive overtime payment for at least 2 hours. This does not apply to overtime work in direct connection with regular working hours or when the employee demands a rest or meal break between the regular working hours and the overtime work.

## **6. INCONVENIENCE ALLOWANCES**

### **6.1 Improvised night lodging**

Reference is made to the agreement between NHO and LO on cabin division of single cabins dated 10 December 2012 which is given corresponding application for this agreement area. The agreement ensures, among other things a compensation of NOK 951 per 24 hours a day for 24-hour sharing of single cabins, including use of same bed (so-called "hotbedding") in a single cabin, according to § 19 of the activity regulations or exceptions according to section 70 of the framework regulations.

When night accommodation has to be improvised and employees are not allocated a bed in a cabin, this is reimbursed above-mentioned rate per night. In such cases, the employee must be provided with toiletries.

## **6.2 Safety meetings**

Safety meetings that are ordered outside ordinary working hours are to be compensated for by overtime payment for the time used.

## **6.3 Tank cleaning and use of mask**

Use of mask with fresh air supply or whole face mask in connection with sand blasting and spray painting, is to be compensated for by an hourly allowance of NOK 30,- for the actual hours worked. Welding mask etc. does not qualify for inconvenience allowance.

Internal cleaning of tanks is to be compensated for in accordance with the above.

## **6.4 Shuttling**

### **6.4.1 Travel/waiting in connection with transportation between lodging and workplace**

Time used for travel/waiting for transport from lodging to workplace before and after a work period is not calculated as working hours.

Time used for travel/waiting as mentioned above is to be compensated for by ordinary hourly wage.

### **6.4.2 Travel/waiting in connection with transport between platforms**

Time used for travel/waiting for transport between platforms is not calculated as working hours.

### **6.4.3 Travel/waiting in connection with stay in shipyard**

Travel beyond ½ hour each way is compensated with ordinary hourly pay. In companies where better systems are practiced, these are retained.

## **6.5 Oil based drilling mud**

Employee working with oil-based drilling mud is to be paid an allowance of NOK 104, - per 12 hours shift worked.

The amount is a compensation for work with oil-based drilling mud, including compensation for extra time for personal hygiene and inconvenience in connection with use of oil-based drilling mud compared with use of water-based drilling mud.

The allowance is NOK 127, - per 12 hours shift worked for the positions Assistant Derrickman, Derrickman, Roughneck, Mud Strainer Operator and Drill Floor Mechanic, Assistant Driller and DMO.

For cleaning of mud pit a dirt and discomfort allowance of NOK 23, - per hour is to be paid for the time used.

When cuttings injection plant is in operation, the person operating the plant is compensated at the rate of NOK 127, -. There is an additional compensation of NOK 5,50 per hour for operation of the plant.

## **6.6 *Smoke divers***

Smoke divers on alert schedule are to be paid NOK 500, - per month.

## **6.7 *Medic in pressure chamber***

Medic who must work in pressure chamber is to be paid an additional allowance equivalent to that paid to divers for staying there.

## **6.8 *Size of the work group***

The shop stewards can – possibly through their union – demand negotiations if they find the work group too small so that it causes unreasonably heavy pressure or impacts safety. The same applies if the working conditions are changed to a significant degree.

## **6.9 *Own cabin***

The employee is entitled to his/her own cabin during the rest period if this is feasible from a practical point of view.

## **6.10 *Cleaning of infectious cabin***

Those who are instructed to clean an infectious cabin (defined by Platform Manager) are to be compensated with NOK 550 per. wash down.

## **6.11 *Sewage System***

Employees engaged in the opening of the sewer system, shall be compensated with a dirt and inconvenience allowance of NOK 30, - per hour for accrued time.

## **7. NIGHT BONUS**

For night work a bonus of NOK 97, - is to be paid per hour worked during the period exceeding the daily working hours (cf. section 3.1). Bonus is not to be paid for hours paid for by overtime payment pursuant to section 5.2 (work exceeding 12 hours per 24 hours).

The bonus is a compensation for all inconveniences in connection with this form of working hour's arrangement, including time required for conferences between employees in connection with shift changes. The employee shall not leave his place of work before he is relieved, and the relief has been informed about the work situation.

## **8. MEETINGS AND CONSULTATIONS**

If the employer summons an employee during his leisure period to a meeting or consultation, this is to be compensated for by ordinary hourly wage plus 65% for the time

spent, however with the minimum of 4 hours. This does not apply when the case concerns personal matters regarding the person summoned.

For imposed meetings on board beyond the necessary time for handovers between employees at shift change according to chapter 7 are not supposed to exceed 15 minutes per shift change except in exceptional cases only, will be compensated at overtime rate for time spent. This does not apply for employees on individual wages.

## **9. COURSES ORDERED BY THE EMPLOYER**

### **9.1 Requirements regarding courses**

The employer shall at any time follow up changed requirements relating to the positions with regard to own permanent personnel. If the employee holding the position does not fulfil the requirements, the employer and the employee will in co-operation ensure that the required training is carried out.

Courses ordered will to the extent practicable be held during the employee's period on board.

### **9.2 Shorter courses**

In connection with imposed courses lasting less than 24 days, held ashore during the employee's period on board, the employee maintains his current wage (excluding variable bonuses).

Such imposed courses during the employee's leisure period are to be compensated with overtime for the actual time spent on course, however at the minimum of 8 hours per day, unless otherwise agreed on company level. No vacation/leisure period is thus earned while the employee is attending a course, and after the course the employee continues in his regular rotation schedule. If the referenced course takes place during the employee's leisure period offshore, compensation will be payable for time spent in the form of overtime pay.

In cases where the course compensation is agreed upon on company level, the local parties will produce a list of relevant courses and what compensation is applicable. If a disagreement arises on whether a course is ordered or not, the question will immediately be brought before the main organizations.

Mandatory courses held with reference to OLF/NSA's guidelines for emergency- and safety training are however always compensated with overtime pay regardless of local agreements.

The practice of PC-based ordered training is to be agreed upon on company level.

### **9.3 Courses of longer duration**

In connection with courses ordered of longer duration than 24 days, payment for leisure period will be in accordance with agreement between the employee and the employer.

#### **9.4 Home travel during courses**

In connection with courses ordered in Norway the employee is entitled to free home travel to fixed address in Norway once per week and in connection with public holidays during the course period. In connection with training or fixed address abroad travel allowance will be in accordance with agreement between the employee and the employer.

#### **9.5 Expenses in connection with the course**

The employer pays course expenses and provides necessary teaching aids.

#### **9.6 Compensation for board and lodging**

The employer assigns hotel and pays expenses for hotel and breakfast. Accommodation shall be arranged in single room of usual hotel standard with toilet and shower/bath. The employer may instead place room or flat at the disposal of the employee. Norwegian State rates for meal allowances apply.

If the course fee includes full board, no meals allowance is paid. Neither is meal allowance paid for days off spent at home.

#### **9.7 Temporary employees**

With regards to temporary employees who have worked in the company for minimum one working year (1460 hours), the company will cover the course fee for refresher of Basic safety training and first aid training, and doctor's fee for renewal of the Health Certificate.

#### **9.8 Maritime personnel certificates**

Fees relating to the issue and renewal of certificates according to the STCW Convention shall be covered by the company.

### **10. VACATION AND VACATION ALLOWANCE**

#### **10.1 The Vacation Act**

For the conditions relating to this agreement the Vacation Act applies to the extent the organizations do not agree otherwise.

Agreed vacation time has been introduced with the number of days and on the assumptions applied in the central settlement between the Confederation of Norwegian Business and Industry and the Norwegian Federation of Trade Unions in 2000. The rate of vacation pay has been set at 12%.

#### **10.2 Duration of vacation and the regular working hours**

Agreed vacation shall be taken in the leisure periods during the vacation year. In connection with working out work schedule pursuant to section 3.2, it shall be taken into consideration that the employee during the year has 35 vacation days in addition to other

parts of the leisure period. Even if the system of combined vacation and leisure periods should lead to a somewhat longer or shorter vacation than laid down in the Vacation Act for persons working only part of the year, neither of the parties may claim any form of extra compensation in this respect.

### **10.3 Vacation time**

Unless otherwise agreed locally, the following shall apply: The employee shall be free of all work during the first 8 days of the first leisure period after 1 January, and the first 21 days of the first leisure period after 15 May each year.

If the employee has to continue in service into the mentioned leisure periods as a result of the conditions mentioned in the third paragraph of section 3.3, the employee concerned shall be free of all work during the first subsequent leisure period. If the employee becomes ill before the leisure periods mentioned, he shall, if he so demands prior to these period, be free of all work during the first leisure period after he is reported fit.

### **10.4 Vacation allowance for employees with normal monthly wage**

Contrary to the ordinary arrangement of the Vacation Act, by which vacation allowance earned during the previous year is paid instead of wages during the vacation period, full regular monthly wages are to be paid for all months of the year. Wages thus paid during the 35 vacation days are considered an advance on the vacation allowance for the next year. The remaining vacation allowance (the difference between 12% and full wages during the vacation) is to be paid in May of the vacation year. Those terminating their employment during the earning year will get a possible difference paid in cash on leaving. Section 11,3, subsection 2 of the Vacation Act regarding deduction of 1.4% does not apply. Free meals on board are stipulated at NOK 596,- per month.

The parties agree on the following calculation of vacation allowance:

Earnings during the period

- + Free meals NOK 596, - per month during the period
- 35/365 regular wage during the period (advanced vacation allowance)

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= Basis for calculation of vacation allowance

- 12% of basis for calculation (total vacation allowance)
- 35/365 regular wage during the period (advanced vacation allowance)

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= Remaining vacation allowance

All employees are entitled to see this calculation to know the total amount of the vacation allowance, how much is advanced, and how much is to be paid in May or on termination. However, it will not be necessary to state the vacation allowance basis in the wages and deductions statements as most of the vacation allowance is received continuously during the earning year.

### **10.5 Vacation allowance for employees with adjusted monthly wage**

Vacation allowance is payable according to the regulations of the Vacation Act.

### **10.6 Bonus for employees above 60 years of age**

Employee above 60 years of age is given overtime pay for 33.6 hours of extra work per year, according to the rates or the individual wage in July of the earning year. The bonus is to be paid together with the remaining vacation allowance and is also added to the formula for calculation of the vacation allowance basis.

Employee above 60 years of age is also given an additional vacation allowance of 2.3% of the basis for calculation, however in such a way that the basis in connection with calculation of this bonus shall only be 6 times the basic amount pursuant to the National Insurance.

## **11. PAYMENT OF WAGES**

Payment of wages is to take place pursuant to agreement between the local parties. Unless otherwise agreed, overtime incurred during a month shall be paid together with regular wages as soon as possible, and at the latest by the end of the following month.

## **12. COMPENSATION FOR PUBLIC HOLIDAYS**

Employees who are on the shelf on the following days are to be paid a compensation of NOK 2200, - per day:

New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Ascension Day, Whitsunday, Whit Monday, Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, and 1 and 17 May. Double compensation is not to be paid even if 17 May falls on one of the other days mentioned. (Ref. also section 3.3, fifth paragraph.)

The compensation mentioned is to be regarded as an occasional bonus for the individual employee and shall not be included in the basis for calculation of sickness benefit.

## **13. TRAVELS**

### **13.1 Ordinary travel route**

The most rational and practical travel route from the place of residence of the individual employee to the place of departure and return is to be worked out in agreement with the individual employee. This travel route shall normally be followed. Transport expenses in this connection will be covered against receipt, unless other arrangement has been agreed, and the company shall cover the expenses mentioned as quickly as possible following presentation of receipt. In connection with necessary overnight stay according to the travel route, meals allowance is to be paid according to rates as for travels lasting more than 12 hours in the State rates for travel. Furthermore, it is a precondition that the travel takes place on public transport. The duration of the journey is to be calculated from departure from home to fixed time of departure from heliport or similar, and vice versa.

Employees incurring travel expenses in excess of NOK 500, - for return travel from place of residence to heliport may obtain a travel advance equivalent to twice the price of the return journey.

Use of own car in accordance with the travel route in connection with travel from place of residence to place of departure and return is to be compensated for in accordance with the Assessment regulations in connection with tax assessment, compensation for work travels.

If the employee moves to another permanent address in Norway, this is accepted as place of residence under the agreement. In connection with move abroad, travel expenses are covered at the maximum rates, which at any time would have been used at the last place of residence in Norway.

Employees, who, at the date of employment by the company, are residents in another EEA country than Norway, have their travel expenses covered from airport nearest to place of residence. In connection with move to another country than Norway, travel expenses are covered at maximum the rates which at any time would have been used at the last place of residence for a minimum of one year in the first mentioned country. In connection with place of residence in country outside the EEA travel allowance will be in accordance with agreement between the company and the employee. This regulation shall not result in deteriorated practice in the companies.

### ***13.2 Irregularities in connection with the journey***

If changes occur in the individual employee s travel route as a result of changed helicopter departure, the employer will refund expenses according to the rates of the State rates for travels with regard to overnight stay, transport and meals. The individual employer shall do his utmost to ensure that the employee does not have to wait at the place of departure. If the helicopter departure to the field is postponed two hours later than the scheduled departure, the employee is entitled to a meal at a value of NOK 135,-. For every four hours of waiting in heliport in addition to this, the employee is entitled to a meal at the value of NOK 175,-. After a continuous waiting period at the place of departure of maximum 8 hours after scheduled helicopter departure, the employee should be allowed to rest in an appropriate place.

### ***13.3 Expenses in connection with other travels***

Expenses in connection with travel in the service of the employer (courses, meetings, etc.) will be refunded against receipt. Meals allowance pursuant to section 13.1.

### ***13.4 Travel home due to illness***

The provision of section 13.1 applies equally in connection with necessary travel home due to illness during the service period.

### ***13.5 Official journeys***

For official journeys ordered by the employer during the employee's leisure period a travel allowance of NOK 25 is to be paid per hour of spent travel time.

For official journeys during the work period, no travel allowance is paid.



## **14. LEAVE OF ABSENCE**

### **14.1 General regulations**

Welfare leave is usually granted in connection with the following situations:

- a) Death/terminal phase of next of kin
- b) Documented illness in the core family
- c) Birth of own child and own adoption of child  
(For practice of 14.1 c, see protocol inputs)

Such short welfare leaves under a) and b) shall be compensated by up to 7 days wages (84 hours), even if the leave as a result of the communication situation etc. is of a longer duration. Welfare leave under c) shall be compensated by up to 14 days wages (168 hours) even if the leave as a result of communication or similar is of longer duration. The right to paid leave only applies for days that fall within an offshore period. Any benefits from the National Insurance Scheme (such as caring / nursing money) accrue to the employer.

The parties in the individual company agree on further guidelines for practicing the above regulations.

Addition to protocol:

Spontaneous abortion is covered by item b) above.

### **14.2 Additional practice in the individual companies**

In addition to the above are cases covered by the practice of the individual companies. Number of days with pay is granted in accordance with the practice of the individual company.

### **14.3 Leave without pay**

Leave without pay may be granted for up to 1 year when the employee or next of kin has problems, which on doctor's recommendation entails that the employee should be granted leave of absence. The company will also, if conditions are favourable, grant leave of absence exceeding 1 year.

### **14.4 Written notification**

When granting leave of absence, the individual employee shall be given written notification of conditions in connection with transfer from and to work schedule.

### **14.5 Definitions**

By core family is meant spouse, cohabitant and/or children, together with foster children who the employee has daily care and control of. By next of kin is meant core family and other relatives in direct upwards or downwards line, sibling, child-in-law and parents-in-law. By cohabitants are meant two persons who are cohabiting with common fixed address registered in the national register.

## **14.6 Transport**

Employer provides transport ashore as soon as possible. Expenses in connection with travel from heliport to place of residence and possible return are of no concern to the company, unless otherwise agreed.

If the welfare leave occurs at the beginning of a period on board, thus delaying departure, or at the end of a period on board in such a way that return travel during the same period is not possible, the employer shall cover travel to and from place of residence in the usual way.

## **15. NATIONAL DEFENCE REFRESHER TRAINING**

### **15.1 Payment**

National defense refresher training, or service ordered in the Home Guard and the Civil Defense during the employee's leisure period results in no reduction of wages.

### **15.2 Refund**

If any days of the training mentioned in section 15.1 occur during the period on board, no deduction shall be made in the pay, but in such case the payment from the relevant institution shall go to the employer.

## **16. WORKING CLOTHES AND PROTECTIVE EQUIPMENT**

The employer shall provide necessary working clothes (boiler suit, working shoes or equivalent, and when required, thermal suit, winter boiler suit and rainwear) and protective equipment, including personal protective equipment.

Working clothes and protective equipment handed out are the property of the company. When taking out new set of working clothes or equipment, the worn set shall be handed in.

Used protective equipment as mentioned above, shall be properly cleaned when handed out.

The operator or the company shall provide the employee with survival suit during transport from heliport to the installation, during stay on the installation and during transport from the installation to heliport.

The practical implementation of this regulation shall be agreed upon locally.

## **17. ILLNESS**

### **17.1 Medical examination**

On employment and during the term of employment the employee shall undergo medical examinations as directed by the employer, and in such a way that these satisfy the requirements laid down by Norwegian authorities. Documented expenses in connection with such medical examinations are to be paid by the employer.

## **17.2 Absence due to illness and work schedule**

The rotation runs according to ordinary schedule irrespective of illness during the period when the employee should have been on board or had leisure period ashore. In connection with illness during leisure period ashore, the employee is not entitled to new leisure period. In connection with illness when the employee should have been on board, no extra work can be ordered for this reason. Neither shall the employee lose leisure period, which he would have earned without absence in connection with the illness. Employees who are on sick leave for more than 6 months may be transferred to another shift, without compensation for any loss of leisure period.

## **17.3 Wages during illness**

Employee who is disabled due to illness or injury is entitled to full ordinary wages for the duration of the employment, however, not exceeding 12 months. The right lapses to such extent as laid down for sick pay pursuant to the National Insurance Act (at present 6 times the Basic Amount for the period following the employer period).

For citizens of other countries who are not covered by the Norwegian National Insurance, the employer covers the sick pay contribution as for Norwegian employees.

## **18. PREGNANT EMPLOYEES**

When transfer is practicable pregnant employees have the right to transfer to other work in the company if the work or work situation may harm the fetus or the employee. Such transfer shall, if possible, also take place if the pregnancy makes the work difficult. In connection with temporary transfer to other work wages shall not be reduced.

If temporary transfer to other work has not taken place, the employee is entitled to full pay from the 28<sup>th</sup> week of the pregnancy.

Employee on pregnancy-, birth- and parental leave of absence according to the provisions of the Working Environmental Act §§ 12.2, 12.4 and 12.5 and who is entitled to parental allowance according to the provision of National Insurance Act § 14.9 are entitled to 80 % or 100 % respectively based on full ordinary wages during the period of leave of absence limited to the allowance period for parental allowance stated in the National Insurance Scheme (presently 56 and 46 weeks respectively). The right lapses to such extent as laid down for parental allowance in the National Insurance Act (at present 6 times the Basic Amount in the National Insurance Scheme). No vacation allowance is accumulated from the allowance related to this provision beyond the period of 12 weeks which is provided by the National Insurance Act. This right is under the presumption of a continuous leave of absence and does not apply when the leave of absence in total is used during leisure periods.

## **19. INSURANCE AND EMPLOYEES BELONGINGS**

### **19.1 Insurance**

An extended "Safety Insurance" applies, including i.e. ordinary accident insurance, insurance against occupational illness and loss of doctor's approval.

## **19.2 Employees' belongings**

Each of the employees shall have a locker at his disposal. If it is necessary because of illness, transfer etc. to move belongings, which are locked up, safe storage place must be provided.

When belongings are lost or damaged due to accidents on board or during travel to or from service, this shall be compensated for by maximum NOK 24,000.

The liability for compensation may be relaxed or lifted according to fault or neglect shown by the employee.

## **19.3 Wages payable after death**

When an employee dies, the deceased's wages will be paid to the bereaved family for 2 months.

## **20. SUBSTITUTE / RESOURCE POOL**

The parties recommend establishing a substitute / resource pool with permanent employees within the company to cover the following:

1. Substitutes to cover illness
2. Substitutes for the Collective Agreement's and statutory leave of absence
3. Personnel for short-term assignments and fluctuations in activity

The parties may agree locally to deviate from the Collective Agreement for employees in substitute / resource pool (see Joint Declaration on the local substitute- resource pool agreements). Such an agreement must be approved by the organizations.

Use of temporary employees shall be kept to a minimum as the substitute- / resource pool shall handle the company's normal requirements.

Temporary employees who have worked a consecutive total of more than 6 months, corresponding to 730 hours, in the company shall have the preferential right for permanent employment if there are vacant positions for which the employee is qualified.

## **21. PENSION COMPENSATION SCHEME**

**(Ref. addition to the record of proceedings in section 27)**

The employer will make a monthly payment to a pension fund, at an amount of NOK 110 per employee who are non-union or a member of Industri Energi or SAFE. The amount will be paid to the following account no. 3201.32.88029.

*The main purpose of the fund shall be to ensure pension rights for employees between the ages of 57 and 60 who have at least 15 years of service time and who are dismissed owing to curtailment of company operations and who are not able to use the extended preference under section 2 of the agreement.*

## 22. OLDER EMPLOYEES/EMPLOYEES WITH IMPAIRED HEALTH

SAFE and NSA agree to work both centrally and on the local level to arrange for a personnel policy that permits older employees and employees with impaired health to continue to work until they reach ordinary retirement age.

It is presumed that the parties in the individual company discuss the work situation for older employees and employees with impaired health. One should particularly take into consideration that heavy lifting shifts, overtime and travels assignments and especially dirty work might cause particularly unfortunate burdens for these employees. For this reason, older employees and employees with impaired health should, to be extent possible based on a medical evaluation or their own wishes, be exempt from such work assignments.

For older employees and employees with impaired health individual agreements can be made between the individual employee and the company about work assignments, facilitated training/update within their own scope of work functions, rest periods, work from home/telecommuting, part-time work/reduced working hours etc.

## 23. IMMIGRANTS

The parties agree that both centrally and locally one must work to make arrangements so those immigrants to a greater extent choose to find work within the petroleum activity. On this basis, the parties should therefore discuss locally company-related problems associated with the recruitment of immigrants, such as for instance practical arrangements and issues of attitude.

## 24. APPRENTICES

The parties agree that the apprentice shall be compensated equal to unskilled personnel when working overtime. Unskilled personnel on drill floor will be equal to the position of roughneck and the wages for the latter will be the basis for the calculations when the apprentice is working overtime on drill floor.

### Wage conditions for apprentices

The standard model for vocational training consists of 2 years in upper secondary school plus 2 years apprenticeship in a business with 50% time for training and 50% productive work. The hourly compensation consists of a percentage of the hourly rate exclusive of all allowances for newly educated skilled workers in the company:

1	2	3	4	5	6	7	8	Half year periods
-----School-----				30	40	50	80	Percent

Apprentices who work overtime will be compensated with overtime rates according to the starting wage for OMO or Roughneck. Which basis to be used is decided by the nature of the work to be carried out.

Apprentices who are employed at the end of apprenticeship by the company training them shall be credited the training time for company seniority and wages.

## **Vocational training and continuing education**

In the years to come, the businesses face great challenges, particularly as regards technological development. The introduction of new technology and changes in production methods will also lead to employees being faced with new and greater competence requirements.

The parties have as a common goal that the employees shall be able to further train and achieve the necessary qualifications required to master the tasks they may face at any time. Necessary training/continuing education will play a decisive role in this regard. The parties assume that all employees are willing to undergo the required vocational training which the company regards as necessary in order to meet the increased competence requirements of the position in question.

Vocational training will be carried out in accordance with the (Norwegian) Education Act and the provisions issued at any time in pursuance of this law and the provisions of the Basic Agreement.

The parties have reached agreement on the following:

- That the company and the shop stewards will discuss the need to take on apprentices, so that provisions will be made for the necessary intake of apprentices.
- It is recommended that the local parties discuss support for relevant schemes such as financial support in connection with travel and moving expenses, as well as assessing the need for measures that increase mobility and inflow of apprentices.
- Apprentices and practice candidates shall have no financial expenses in connection with, e.g., course fees and teaching materials in the period up to their qualifying examination. The employer shall cover wages in connection with the qualifying examination and the theoretical part of the apprentices' examination. The employer is not obliged to cover wages more than once within the same discipline.
- The parties shall jointly work towards updating vocational training, so that it at all times corresponds optimally to the industry's requirements,
- The parties shall work towards ensuring that the scheme which allows for taking the qualifying examination pursuant to Article 3.5 of the Education Act (The Practice Candidate Scheme) is retained also in the future.
- The parties agree that the relevant public professional bodies should develop training schemes to update the qualifications of skilled workers, which will be required by changed work requirements, working conditions and new technology, etc.
- The parties also emphasize that the companies shall arrange for "Article 20 Training" of their employees within the drilling sector, and accordingly, arrange for such training of foreign personnel unable to attend such training.

## **Continuing education**

The companies are encouraged to consider the issue of education and training in a systematic manner, in accordance with the provisions in Chapter 12 of the Basic Agreement. The parties recommend that the local parties adapt the organization of their work and their internal corporate agreements with a view to the requirements of new technology.

## **Competence**

The employees have a right to have their practical competence documented individually.

## **25. GENERAL AGREEMENTS**

Education and Development Fund	see appendix 1
Contractual Pension Scheme (AFP)	see appendix 2
Agreement regarding Severance Pay	see appendix 3
Pension	see appendix 4
Hiring employees and outsourcing of work	see appendix 5
Employees temporary employment agencies	see appendix 5a
Resource pool joint declaration	see appendix 6
Enclosure about vacation	

## **26. ADJUSTMENT REGULATION**

Prior to the expiry of the first year of the agreement negotiations shall be commenced between the NSA and SAFE regarding possible wage adjustments for the second year of the agreement. The parties agree that negotiations shall be held on the basis of the economic situation at the time of negotiation and the prospects for the second year of the agreement as well as the price and wage development during the first year of the agreement. The Executive Committee of SAFE and the Board of Directors of the NSA shall take a stand on amendments to the wage agreements for the second year of the agreement. If the parties fail to reach an agreement, the organization which has presented a demand may, within 14 – fourteen – days of the termination of negotiations terminate the agreement by giving 14 – fourteen – days' notice, but not to expire before June 1<sup>st</sup> 2023.

## **27. ADDITIONS TO PROTOCOL**

The parties have entered the following additions to protocol to the agreement:

### **Addition to protocol regarding equal status of men and women**

The parties agree, both centrally and locally, to continue to work to prepare conditions so that men and women are given equal opportunities. The company shall, in its personnel policy pay attention to the equal status perspective in connection with appointments, wages, promotions and competence creating further education.

During the period of the agreement the local parties should discuss conditions regarding equal status and equal pay. The objective of such discussions is that all employees - irrespective of sex - be given the same opportunities for work and vocational

development, and be regarded as equals with regard to appointment, wages, training and promotion.

In connection with any preparation of an equal status agreement and as a basis for equal status work in the companies, NSA and SAFE would like i.a. to point out that:

- Equal status is the responsibility of the management.
- Equal status also applies to attitudes and norms and requires strong co-operation from both shop stewards and management.
- The equal status work should be discussed and followed up in established co-operation forum in the company.

### **Addition to protocol regarding a new model and new positions for the deck and drilling section**

The parties agree that a new model and new positions may be introduced for the deck and drilling section. The new positions are Drilling and Maintenance Operator (DMO) covering the functions of the Derrick man, Derrick man Assistant and Roughneck, and Operation and Maintenance Operator (OMO) covering the functions of the Rigger and Rigger Assistant.

### **Joint declaration on individual remuneration:**

The parties agree that the present wording of the agreement, concerning the stipulation of wages for those receiving individual remuneration, adequately covers the parties' intentions, but that this has not always been satisfactorily followed up by all companies concerned.

Where the parties find that there is dissatisfaction in a company with the stipulation of wages for those receiving individual remuneration, the company shall ensure that all individually remunerated persons who so wish are given a personal interview with a superior about the criteria referred to in the agreement, which are skill, experience, training, service time and areas of work and responsibility, and the manner in which these have been assessed in relation to the person concerned. If an individual is of the opinion that there is any unreasonableness, which forms the basis for new assessment and possibly adjustment of the wage, the shop steward may demand that the case be submitted to the management of the company.

Wage conditions in the company refer to the general wage conditions of the other offshore employees, both individually and non-individually remunerated. Other conditions refer to the company's own situation, market prospects and the general development in society. The term skill covers both technical skill and the ability to organise one's own work and to co-operate and do teamwork. Experience means experience in the company or from elsewhere relevant to the position in question. Training includes only that which is of significance to the performance of work in the position in question. Service time includes the total time of employment in the company in question, as any service in other companies will be included in the experience, where relevant. The areas of work and responsibility include both the physical and the mental



workload, and the area of responsibility with regard to health, the environment and safety and the number of employees.

The company shall, before the annual salary adjustment for individual salaried personnel, discuss with the shop stewards or group representatives on the principles that one wishes to apply for the adjustment.

Before the company determines the year's salary increases, meaningful discussions between the company and the shop stewards shall take place. There shall be drawn a protocol from the discussions.

These discussions are supplemental to the central settlement and must be held even if the companies initially do not want to make adjustments beyond what has been determined centrally.

The shop stewards have the right to check the salaries of personnel in the salary group of 0-2 in the context of that the work cycle is in line with the intentions of the payroll system.

At discussions under this section the company shall, if the shop stewards so requests, provide salary records of the union's own members (SAFE, DSO and Industri Energi - to be included separately in the respective Agreements) and an anonymous documentation of wages for occupational categories where SAFE, DSO and Industri Energi have members, but in such a way that this does not come into conflict with the Act on privacy.

According to the Data Inspectorate is not against the law to release personal information to the union regarding the union's own members. As concerning unorganized workers and workers organized in other unions the information should be anonymous. Information that cannot be traced back to individuals is basically unproblematic. With groups / job categories of less than five employees it will be difficult to ensure anonymity and the Personal Data Act fully applies. The Data Inspectorate has stated that privacy concerns can be addressed within the law by the representatives signing a confidentiality statement which says that the information given is only to be used for the agreed tariff purposes. By issuing such a declaration of confidentiality the employer may disclose salary information even though the number of positions within a category makes it possible to trace the information back to individuals.

It will be normal in the wage settlements to agree that the individually remunerated persons in the individual companies shall be ensured a wage increase percentage equal to that of employees receiving the standard wage. One example may be to agree an average increase for the individually remunerated of 3 %, but so arranged that all workers will be ensured an increase of at least 1.5 %. The companies will normally be permitted to exceed the guaranteed percentage.

To the protocol 2008:

When determining the individual remuneration, one should locally take night work into account.

## Committees – Joint declaration on individual salaried personnel 2012

The parties agree that a committee will be established in order to review all matters during the tariff period, relating to individual salaries.

### **Addition to record of proceedings of 2002, concerning pension fund**

SAFE and Industri Energi establish a pension fund. The employer shall make a monthly payment to the fund of NOK 110 per employee unionized by SAFE and Industri Energi. The amount will also be paid for non-unionized personnel to make the scheme as comprehensive as possible.

The main purpose of the fund shall be to ensure pension rights for employees between the ages of 57 and 60 who have at least 15 years of service time and who are dismissed owing to curtailment of company operations and who are not able to use the extended preference under section 2 of the agreement.

SAFE, Industri Energi and any other associated organizations invited to participate will prepare statutes for the fund and ensure its management.

### **Protocol of 2020 on temporary extension of Preferential right of reappointment during the contract period**

Employees who, during the agreement period from 1 June 2020 up to 31 May 2022 receive a notice of termination of employment, shall have an extended priority to employment, cf. Section 14-2 of the Working Environment Act, from the date of termination and for two years from the expiration of the notice period. The extended priority will expire at the age of 60 for employees on mobile offshore units. For employees on platform drilling, the extended priority right expires at the age of 62 years.

### **Selection 2012:**

Diploma positions and DVO

The parties agree that a party-composed committee will be set up to assess the scheme around compensation for professional certificates and the establishment of new professional certificates (within 01.01.2013), including salary placement for the DVO position with or without, if applicable certificate of apprenticeship.

There must be an opportunity to put forward a demand for a new salary group placement by DVO the position in connection with the regulatory negotiations for the 2nd contract year (2013) with the option to terminate the position.

### **The understanding of 3.3, seventh paragraph, waiting time in the event of a visit to a workshop**

The parties refer to the Labor Court's cases ARD 2002 page 437, ARD 2009 page 9, ARD 2011 no. 23 and ARD 2011 no. 24 regarding waiting time in connection with workshop stays.

The parties have noted that the legal situation that has been established following these court decisions may entail some practical challenges, and therefore agree to equate situations where the employees live on land in the workshop area, where they have not currently been entitled to waiting time allowance, with the situation where they live on board the facility and are entitled to waiting time allowance.

**The rules in article 14.1c shall be practiced as follows;**

The time for maternity leave of up to 14 days is linked to term or birth at the employee's request and so that leave is granted flexibly within a period of 14 days before or 14 days after either the due date or time of birth.

In order to be entitled to paid leave, the employee must notify the employer as soon as possible, and no later than four months before the due date, that the person concerned will take care leave. New employees notify as soon as possible. The notice must be given in writing and state the date of birth.

**Examples of practice:**

a) Birth takes place before the ordinary period of residence offshore;  
If the birth takes place before the period of stay, the provision is applied as following;

- If the birth occurs 14 days or more before the planned period of stay, any leave taken will be unpaid.
- Birth occurs 7 days before the original period of stay, the employee is granted 7 days paid leave.
- Birth occurs 2 days before the original period of stay, the employee is granted 12 days paid leave.

b) Birth takes place during the employee's ordinary period of stay;

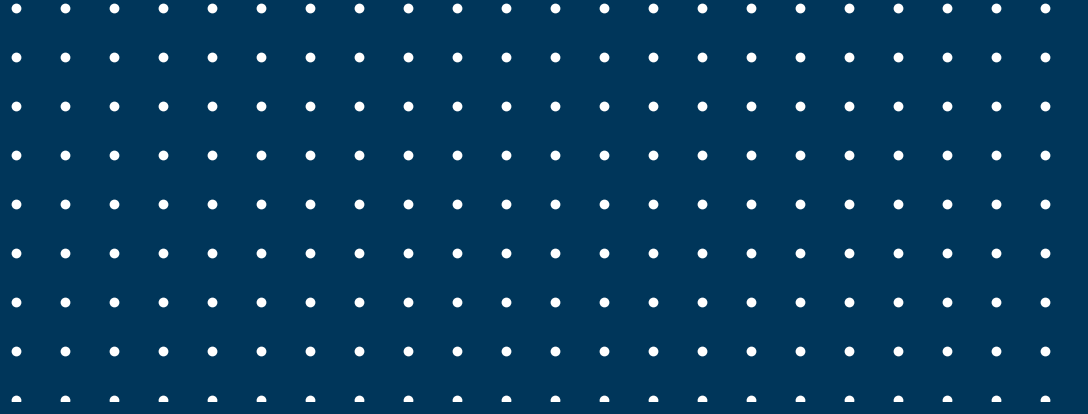
As long as the birth takes place during the employee's period of stay, up to 14 days' leave with pay is granted.

c) Birth takes place after the employee's ordinary period of stay

When childbirth occurs after the normal period of stay, you are not entitled to paid leave unless the employee with a due date background has previously applied for and been granted leave.

**28. ENTRY INTO FORCE - DURATION**

The agreement applies from 1<sup>st</sup> June 2022 until 31<sup>st</sup> May 2024 and thereafter for 1 year at a time unless one of the parties terminates the agreement in writing with 2 - two - month notice.



Et rettferdig arbeidsliv

