FORBUNDET STYRKE 2026

Applies from 1 June 2026
until 31 May 2028

COLLECTIVE AGREEMENT

FOR EMPLOYEES ON

MOBILE
OFFSHORE UNITS

AND
DRILLING AND CATERING ON PERMANENTLY PLACED FACILITIES

ON THE NORWEGIAN CONTINENTAL SHELF

Unofficial translation from Norwegian

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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 organisations 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 Industri Energi (now: Styrke) 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 of the Working Environment Act shall apply to employees covered by this agreement 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 62nd birthday of the person concerned.

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.

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 organising their own required periods of rest.

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. (Waiting time for yard stay, see section 27 entry into the minutes)

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 950,- per day, limited upward to NOK 6650,-, 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 mobilising 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.

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 practised 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 organisations.

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/Catering Supervisor, Senior Electrician/Chief Electrician, Assistant Technical Supervisor

A Assistant Section Supervisors, Electrician, Safety Supervisor with formal qualifications, Medics, DP-Operator*

Assistant Driller, Control Room Operator, Engine Room Operator, Ballast Control Room Operator, Electrician in Platform Drilling, Rig mechanic Platform Drilling

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/Offshore Logistics Coordinator, Derrickman, Safety Supervisor without formal qualifications

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*, Cleaners with certificate of apprenticeship

E Operation and Maintenance Operator (OMO), Catering Operator

* Ref Notes

The wage for employees in wage groups 0 to 2 is determined on an individual basis, taking into account the company's wage conditions and other circumstances, as well as the individual's skills, experience, education, length of employment, and work and responsibility area. For employees in wage group 0 to 2, the following do not apply: the definition of work period, leisure time, and day work time in the agreement sections 3.1, 3.2, except for the 2nd, 3rd, and 4th paragraphs, 3.3 1st paragraph, sections 3.4 1st, 2nd, 3rd, and 5th paragraphs, 3.5, 3.6, and 3.7, sections 4.1.1 to 4.1.3 and 4.2. Chapters 5 to 7 also do not apply. However, they shall receive compensation with regular hourly wages and overtime pay according to the rates in section 5.1 for excessive time on board (with work) in relation to the length of their ordinarily agreed working time according to the calculation method in section 5.3, cf. section 3.4 4th paragraph, and are entitled to 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.

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

Notes

1. Drill Floor Mechanic holding a trade certificate in a mechanical discipline shall be remunerated in Wage Group C.

2. Assistant Derrickman, Drill Floor Mechanic, Shale Shaker Operator and Drill Floor Worker holding a trade certificate as a Drilling and Maintenance Operator (BVO) shall advance to Wage Group C with effect from the first day of the month following submission of the approved trade certificate to the Company.

3. Assistant Derrickman, Drill Floor Mechanic, Shale Shaker Operator and Drill Floor Worker who have completed vocational college education in drilling technology and have two years' practical experience in the drilling department on a rig or platform shall be remunerated in Wage Group C, equivalent to employees holding a BVO trade certificate.

4. DVO personnel holding a BVO trade certificate, a certificate of proficiency or a trade certificate as an Able Seafarer Deck, a trade certificate in logistics, or a trade certificate in crane and lifting operations shall be remunerated in Wage Group D.

5. Safety Managers without relevant formal qualifications shall be remunerated in Wage Group B. This shall apply to persons appointed to the position after 1 June 2026. Safety Managers with relevant formal qualifications shall be remunerated in Wage Group A. Relevant formal qualifications are:

    1. HSE Engineer

    2. Completed vocational college education in HSE (NOKUT-accredited)

    3. Bachelor's or Master's degree in HSE or Societal Safety and Security

Where an employee exercises preferential rights to a position as Safety Manager, the employee shall retain their previous salary if, at the time of the most recent downsizing, the employee held a position as Safety Manager at the time notice of termination was given.

Re items 1, 2 and 3: An Assistant Derrickman, Drill Floor Mechanic, Shale Shaker Operator or Drill Floor Worker who holds both a BVO trade certificate and vocational college qualifications in drilling technology shall receive recognition for only one of these qualifications, not both. A Drill Floor Mechanic holding a trade certificate in a mechanical discipline shall not receive additional recognition for a BVO trade certificate or vocational college qualifications in drilling technology, as a Drill Floor Mechanic holding a trade certificate in a mechanical discipline is remunerated in Wage Group C. Correspondingly, a Drill Floor Mechanic who holds a BVO trade certificate or vocational college qualifications in drilling technology shall not receive additional recognition for a trade certificate in a mechanical discipline.

DVO includes the positions of "Rigger" and "General Assistant" where these positions are in use. "Cleaning Operator" replaces the former job title "Catering Operator".

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 have the opportunity to 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, 2026:

Group	Position	Regular minimum monthly wage	Adjusted minimum monthly wage
0	Platform manager	108 602	96 966
0.1	Toolpusher, Production Supervisor	106 033	94 672

1	See wage group	98 324	87 789
2	See wage group	91 900	82 054

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 Styrke members and also documentation, made anonymous, of wages for the categories of positions in which Styrke 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 1st January following the regulations below;

1. Employees that obtain employment between 1st January and 30th June will achieve a seniority increment 1st January the following year.

2. Employees that obtain employment between 1st July and 31st 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, 2nd and 3rd 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 organisations 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 organisations do not come to an agreement with NSA's representatives, the organisation 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 organisations 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 has 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 750,- 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 serve 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 makes a decision.

As of June 1. 2026:

A competence allowance of NOK 1000,- per month is introduced.

The competence allowance is granted in the following cases and according to the following rules:

1. All positions in wage groups A to E: Certificate of apprenticeship as scaffolder in accordance with the Offshore Norge guidelines. The employee must be willing to use the competence.

2. Electrician: Certificate of apprenticeship as automation technician.

3. Assistant Driller: Petroleum engineer or equivalent, cf. Offshore Norge guideline 024.

4. Electrician in Platform Drilling: Certificate of apprenticeship as automation technician.

5. Rig Mechanic in Platform Drilling: Technical vocational education in hydraulics from a publicly approved vocational college.

6. Hydraulic Engineer: Technical vocational education in hydraulics from a publicly approved vocational college.

7. Electronics Engineer: Unlimited ETO certificate from the maritime authorities.

8. Instrumentation Engineer: Unlimited ETO certificate from the maritime authorities.

9. Mechanic: Technical vocational education in hydraulics from a publicly approved vocational college.

10. Motorman: Engineer certificates.

11. DP Operator, Control Room Operator and Engine Room Operator: Certificates D1 and M1.

12. Medic: Education above bachelor level; master's degree or further education in anaesthesia, intensive care or emergency nursing.

13. Storekeeper/Logistics Coordinator: Relevant bachelor's degree or higher education.

Exception for substitution/acting in a higher position

When acting in a higher position, the employee will be assessed against the relevant competence allowances for the higher position – not the position in which the employee is employed. This applies regardless of whether the higher position has tariff-regulated wages or is individually remunerated.

For example, no competence allowance shall be granted to an Assistant Driller with a petroleum engineering education while he or she is acting/substituting as Driller. At the same time, a Roughneck with a petroleum engineering education shall be granted the allowance while acting as Assistant Driller.

Exception for part-time positions or split positions

The size of the competence allowance shall reflect the percentage of the position. This means, for example, that employees in a 100% position receive 100% competence allowance and employees in a 50% position receive 50% competence allowance.

No claims for competence allowance may be made on other grounds during the freeze period until the main collective bargaining settlement in 2032.

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 on the basis of 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 and sharing of single cabins

Reference is made to the agreement made between NHO and the Norwegian Confederation of Trade Unions (LO) on sharing of single cabins dated 29 of November 2021 which applies correspondingly to this agreement. The agreement secures, among other things, a compensation of NOK 1147,- per 24 hours of sharing of single cabins, including use of the same bed (so-called hot-bedding) in single cabins, pursuant to Section 19 of Activities Regulation or exemption under the Framework Regulations § 70.

The parties further agree that in the future, the annual wage growth for the two preceding years will also be used as the basis for adjusting the rate.

When the unit is not on contract, the owner shall cover the costs for its own employees.

When night lodging must be improvised and the employee is not given bed in cabin, this is to be compensated for by an inconvenience allowance of abovementioned rate per night. The employee shall be given toilet requisites.

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 fan-assisted positive pressure mask is to be compensated for by an hourly allowance of NOK 31,50 for the actual hours worked. Open welding mask etc. without positive pressure does not qualify for inconvenience allowance.

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

The allowance is a compensation for the inconvenience of having to ensure adequate protection when using positive pressure masks.

6.4 Shuttling

6.4.1 Travel/waiting in connection with transportation between lodging and work place

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 practised, these are retained.

6.5 Oil based drilling mud

Employee working with oil-based drilling mud is to be paid an allowance of NOK 113,- 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 138,- per 12 hours shift worked for the positions Assistant Derrickman, Derrickman, Roughneck, Mud Strainer Operator and Drill Floor Mechanic, Assistant Driller, Mechanic, Hydraulic Technician, Mechanic in Platform Drilling and DMO.

For cleaning of mud pit a dirt and discomfort allowance of NOK 31,50,- 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 133,- for every 12 hours shift. There is an additional compensation of NOK 6,- per hour for operation of the plant.

6.6 Smoke divers

Smoke divers on alert schedule are to be paid NOK 1000,- per month. Other employees whom the employer qualifies to act as smoke divers on the muster plan 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 575,- 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 575,- per shift for such work performed.

7. NIGHT BONUS

For night work a bonus of NOK 118,50,- 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 6 hours. Scheduled online meetings or consultations are compensated with regular hourly pay plus 65% for the time spent in the meeting/consultation, with a minimum of 2 hours. Compensation is not provided for meetings that involve personal matters for the attendee.

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 organisations.

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

For temporary employees who have worked at the company for at least one full year (1460 hours) within the last 24 months, the company will cover the course fees for the repetition of basic safety training and first aid training, mandatory emergency courses for the relevant position(s), as well as cover the medical fees for the 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 organisations 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)

_____

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

_____

= 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 2400,- 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 with overnight stay 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 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 200,- For every four hours of waiting in heliport in addition to this, the employee is entitled to a meal at the value of NOK 300,-. 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 a suitable location if this is practically possible and if a helicopter departure is not confirmed within 2 hours.

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 50 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 additions)

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 practising 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, brothers, sisters, son-in-law,

daughter-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 defence refresher training, or service ordered in the Home Guard and the Civil Defence 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 gender-adapted working clothes (boiler suit, working shoes or equivalent, and when required, thermal suit, winter boiler suit and rainwear, to the extent commercially available). The employer shall also provide protective equipment, including personal protective equipment. The above shall, as far as possible, be available before work starts.

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 loose 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 foetus or the employee. This risk assessment should be carried out by the treating physician or midwife together with the pregnant woman. 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. The salary is calculated on the same basis as for sickness benefit (cf. section 8-29 of the National Insurance Scheme).

If necessary adaptation or temporary transfer to other work has not taken place from week 24 of pregnancy, full salary shall be paid. The same applies in the event of a documented need before week 24, provided the employee has been granted pregnancy benefit under the National Insurance Act, which in both cases accrues to the employer.

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 the leave being taken continuously throughout the entire leave period or divided into whole work cycles, 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 Styrke 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

Styrke 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 emphasise 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 organisation 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 I
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 Styrke 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 Styrke 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 organisation 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 1st 2025.

27. ADDITIONS TO PROTOCOL

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

Provision of Protocol of 2020 on Temporary Extended Preferential Rights (amended 2024)

Employees who during the agreement period 1. June 2024 through 31. May 2026 who receive notice of termination due to operational restrictions, shall have an extended preferential right to new employment as set out in section 14-2 of the Working Environment Act from the date of notice and for two years from the expiry of the notice period, however, so that the extended preferential right lapses at the age of 60 for employees on mobile facilities. For employees on platform drilling units, the extended preferential right lapses at the age of 62.

Completion of mandatory courses during layoffs

The parties have had discussions on how to compensate for imposed courses during layoffs and agree that such courses are either compensated with 1/122 annual salary per course day or as for mandatory courses during the free period pursuant to Section 9.2 of the Agreement.

Insurance and pension

The parties agree to meet after the tariff settlement to review the consequences of any changes to the terms and conditions of the Security Insurance, including mapping issues related to the coordination of benefits. In addition, calculations shall be made of the costs of any future increases in contribution rates in the pension scheme. The figures should be ready by the end of 2022.

Advance sickness benefit

The parties will encourage advance sick pay in those member companies where this is not done.

The members of the Norwegian Shipowners' Association shall not discriminate between employees on this CBA (with the exception of foreign nationals who are not covered by the Norwegian National Insurance Scheme, cf. Section 17.3, second paragraph, of the Agreement) and employees associated with office administration who work permanently onshore in Norway with regard to advance sick pay.

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 Styrke 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 Styrke - to be included separately in the respective Agreements) and also an anonymous documentation of wages for occupational categories where SAFE, DSO and Styrke 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 decleration on individual salaried personnel 2012

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

Addition to record of proceedings of 2002, concerning pension fund

Styrke and SAFE establish a pension fund. The employer shall make a monthly payment to the fund of NOK 110 per employee unionised by Styrke and SAFE. The amount will also be paid for non-unionised personnel in order 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.

Styrke, SAFE and any other associated organisations 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.

The understanding of 3.3 seventh paragraph, waiting time during yard stays

The parties refer to the Labour 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 yard stays.The parties have noted that the legal status established after these court decisions may entail some practical challenges, and therefore agree to equate situations where the employees live ashore on the workshop area, where they are not currently entitled to waiting time pay, with the situation where they live on board the facility and are entitled to waiting time pay.

The provisions of Article 14.1c shall be applied as follows;

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

In order to be entitled to paid leave, the employee must as soon as possible, and no later than four months before the due date, notify the employer that he or she wants to take carer's leave. New employees notify as soon as possible. The notice must be given in writing and indicate the birth date.

Examples of practice;

a) Childbirth takes place prior to the ordinary offshore residence period;

If childbirth occurs prior to the period of stay, the provision is practised as follows;

• If the birth takes place 14 days or more before the planned period of stay, any withdrawal of leave will be unpaid.

• Birth takes place 7 days before the original period of stay, the employee is granted 7 days paid leave.

• Birth takes place 2 days before the original period of stay, the employee is granted 12 days paid leave.

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

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

c) Childbirth takes place after the employee's ordinary period of residence

When childbirth takes place after the ordinary period of residence, one is not entitled to paid leave unless the employee has previously applied for and been granted leave on the basis of the due date.

28. ENTRY INTO FORCE - DURATION

The agreement applies from 1st June 2026 until 31st May 2028 and thereafter for 1 year at a time unless one of the parties terminates the agreement in writing with 2 - two - month notice.

Appendix I Education and Development Fund

AGREEMENT

of 26 September 1974

with amendments of 14 May 1976, 28 September 1978,

26 May 1982, 14 June 1990, 7 July 1992 and 5 July 2000

regarding

EDUCATION AND DEVELOPMENT FUND

§ 1 PURPOSE

The purpose of the agreement is to carry out or support measures for the advancement of education and training within the areas covered by the parties to the agreement.

§ 2 MEANS

The education and training measures, including courses and school activities, shall i.a. aim at the following:

1. training of Styrke shop stewards, contact persons and representatives with special emphasis on rationalisation, safety work, productivity, economy and co-operation,

2. training of leaders and employees within the same fields as mentioned in section 1,

3. preparation, organisation and development of training activities,

4. promote healthy and proper rationalisation to increase productivity.

§ 3 FINANCING

The funds are obtained by settling dues amounting to NOK 20,00 per month for the employees subject to the agreements between LO (the Norwegian Confederation of Trade Unions)/ Styrke and NSA and NOK 100,00 - per month for the employer of an equivalent number of employees. 15 days or more are set as equal to one month. Shorter periods are not included. NOK 54,00,- of the money goes to Styrke, while the rest is divided equally between LO and NSA.

§ 4 COLLECTION OF PREMIUM ETC.

1. The premiums are debited in connection with the monthly payment of wages. The basis for the distribution of the premium between the relevant trade unions is the

number of employees who as per each monthly date of payment of wages have their wages and working conditions regulated by the organisation's agreement.

2. The premiums shall be paid at least every second month to the following addresses:

Styrke share to be paid to:

Account no.: 9011.05. 00458
Styrke Education and Development fund
Badehusgata 39
4014 Stavanger
Norway

LO`s share to be paid to:

Account no.: 9001.07.20000
LO`s Education and development fund
Youngsgt. 11
0181 Oslo
Norway

NSA's share to be paid to:

Account no.: 7001.06.26445
The Norwegian Shipowners' Association
Rådhusgt. 25 - P.O.Box 1452 Vika
0116 Oslo
Norway

Note:

The parties agree that on joining a trade union the employee shall transfer to the trade union's collective agreement if it does not already apply to him. For practical reasons the parties agree that such transfers be collected within the individual company, and collective agreement changed every 6 months for the employees with new memberships. The date of transfer to other agreement and the practical implementation are to be agreed in the individual company.

The payments shall contain information as to the name of the company and the vessel, number of persons from whom premium has been deducted during the deduction period.

§ 5 APPLICATION OF THE FUNDS

1. In relation to each other each of the parties makes use of its share of the funds within the framework of the objectives laid down in sections 1 and 2.

2. The parties shall keep each other mutually informed as to the plans they have for the application of the funds and what actions have been taken.

§ 6 DURATION

This agreement follows the ordinary collective agreement period with the same rules for termination as in the collective agreement, and with the possibility of revision in connection with the wage settlement.

Appendix 2 Contractual Pension Scheme (AFP)

Applicable for employees working on permanent placed facilities.

Not translated. See official agreement in Norwegian.

For further information, see the LO/NHO Schemes' official website: www.afp.no

Appendix 3 Severance Pay

Applicable for employees working on permanent placed facilities.

Not translated, see official agreement in Norwegian.

For further information, see the LO/NHO Schemes' official website:

www.sluttvederlagsordningen.no

Appendix 4 Pension

PENSION

PENSION

The following pension schemes apply within the tariff area.

Occupational Pension

Employees covered by this agreement shall, in addition to the seafarer's pension, be included in a defined contribution pension scheme according to the Act on Defined Contribution Pensions in Employment.

The company's annual contribution is 4% (5% from 1 January 2027, 6% from 1 January 2028 and 7% from 1 January 2029) of the pension base between 0 G and 7.1 G, and 15% of the pension base between 7.1 G and 12 G. (G = the basic amount in the National Insurance Scheme)

The pension base is the regulatory salary + night allowance due to the working hours arrangement on the installation.

Information:

For further conditions, see NR's standard pension agreement entered into with the insurance company and the applicable Act on Defined Contribution Pensions in Employment (Act of 24 November 2000). Membership in the pension scheme requires mandatory membership in the Norwegian National Insurance Scheme, cf. the Act on Defined Contribution Pensions.

Contractual Pension (AFP)

Employees covered by this agreement shall be enrolled in the ordinary AFP scheme in the private sector in accordance with the statutes as included in Appendix 1. According to the current regulations, this does not apply to employees who, according to the rules in the Act on Pension Insurance for Seafarers (PTS), have a retirement age of 60 years (born in 1969 and earlier with accrual in PTS before 1 January 2020).

Transition Scheme 1 - for employees covered by PTS born in 1960 - 1969

Employees covered by this agreement born in the years from and including 1960 to and including 1969 and who have accrual in the seafarers' pension before 01.01.2020 (covered by the old scheme) shall be enrolled in a collective defined contribution annuity. Rules for the calculations are set out in Appendix 1 to the protocol of 10 March 2021.

Transition Scheme 2 – for employees covered by PTS born in 1954 - 1959

Employees covered by this agreement born in the years from and including 1954 to and including 1959 and who leave the company shall be ensured an additional benefit to the seafarer's pension and supplementary pension until the age of 67, which ensures that those who retire at the age of 60 shall receive a total benefit that at least corresponds to AFP plus 1G, but limited to a maximum of 66% of the regulatory salary. The scheme shall be secured through an insurance company (operational pension).

To be entitled to this scheme, the employee must at the time of withdrawal be employed and a real employee under this agreement and also:

1. Have reached the age of 60

2. Have been employed by the company for the last three years or have had five years of prior service under this agreement at the time of departure.

For employees who leave the company with this scheme, the following cannot apply:

1. Take up employment in a competing offshore company after leaving

Note:

The right to this scheme also applies to those dismissed with re-employment rights who are employed during the period the re-employment right applies, provided that the conditions mentioned above are met.

The main rule is that employees must be in their regular job at the time of departure. Employees who have to leave work due to illness are still considered employed by the company throughout the sick pay period – a maximum of 52 weeks.

Additional Scheme for Employees in Platform Drilling (not included in MPK)

Employees in platform drilling covered by this agreement and who leave the company shall be ensured an additional benefit equivalent to 1G per year to the ordinary AFP scheme until the age of 67. The additional benefit requires that the employee meets the conditions for entitlement to ordinary AFP from the Joint Scheme. The additional benefits shall be secured through an insurance company (operational pension).

Pension Schemes for Employees Not Covered by the Norwegian National Insurance Scheme (Protocol of 19 November 1999 regarding foreign employees)

The parties agree on the principle that the companies' total pension contributions on average shall be the same per foreign employee as for Norwegian employees. Since the schemes mentioned in points 1-4 above require either mandatory or voluntary membership in the Norwegian National Insurance Scheme, the company shall also ensure a pension scheme for this group of employees covered by this agreement.

Employees covered by point 6 cannot simultaneously be covered by one or more of the schemes in points 1-4 above.

Those who can apply for voluntary membership in the Norwegian National Insurance Scheme but choose not to do so shall be covered by point 6 in its entirety and not points 1-4 above.

Those who are mandatory members of the Norwegian National Insurance Scheme according to Chapter 2 of the National Insurance Act shall be enrolled in the mandatory schemes in points 1-3 above and are under no circumstances covered by point 6, even if they have foreign citizenship or a residential address.

The parties agree on the following:

The total pension expenses for foreign employees in the current tariff period shall amount to 15% of the regulatory salary for each employee. The percentage is based on the estimated average cost for Norwegian employees, which currently includes premiums for seafarer's pension, AFP, occupational pension, and transition schemes as mentioned in points 3 and 4 above.

The company's elected representatives shall participate in discussions regarding the company's pension contributions and placements in this regard. The parties acknowledge that this can raise very complex legal and economic questions,and recommend that companies use advisors in the process.

The parties agree that the fixed percentage shall cover all the company's costs for establishing and operating pension schemes for foreign employees, including establishment costs, operating costs, and any tax liability or lack of deduction on the company's part compared to the Norwegian schemes.

Note:

Changes to the text in point 6 do not necessarily affect already established schemes in the company. However, the local parties must be aware of the rules in laws and agreements regarding mandatory occupational pension (OTP) and AFP statutes.

Appendix 5 Hiring employees and outsourcing of work, etc.

Hiring employees and outsourcing of work, etc.

The parties are in agreement that it is important to work towards the industry being an attractive and serious place of work, and that hired employees and employees employed by subcontractors have appropriate pay and working conditions. The parties wish to prevent "social dumping" and to ensure that the challenges involved in an international market and free movement in the labour market and the service market are handled in an appropriate manner, and in accordance with the Norwegian legislation and framework of agreements, as well as international regulations.

1. Hiring employees

As early as possible, and before the company enters an agreement to hire employees in accordance with the applicable rules in Chapter 14 (see Section 14-12 and 14-13) of the (Norwegian) Working Environment Act, the extent and need shall be discussed with the employee representatives, cf. Chapter V, Item 5.5 (Styrke, DSO), and Chapter V, Section 6, (SAFE) respectively of the Basic agreements.

1.2 Agreement regarding contractors and contract labour

In order to prepare for fluctuations in production and counteract lawful termination of employment and lay-offs, the organisations recommend that companies agree guidelines for contract labour among the companies. This assumes that the contract labour is in accordance with Section 14-13 of the Working Environment Act, as well as other laws and agreements. Such agreements shall be made concordance with the employee representatives.

In connection with such contract labour, the company shall, on request from the employee representatives, document the pay and working conditions that apply for the company when contracted employees shall work under Section 1*:* Scope of the Agreement for Mobile Offshore Units.

1.3 Hiring employees from manpower companies (temporary labour agencies)

1.3.1
When hiring workers from manpower companies/temporary employment agencies the Working Environment Act § 14-12 applies.

1.3.2
Employees in manpower companies/temporary employment agencies shall, for the duration of the contract, have the same wages and working conditions which applies in the company hiring in related to the WEA § 14-12 a. (proposal in Prop 74L).

This provision means that pensions are not covered by the equal treatment principle. If the manpower company/ temporary employment agency is not encompassed by the agreement between LO and an employers' association the common Appendices 1, 2, 3 and 4 in the Rig Agreement does not apply, the same applies for Basic Agreement Chapter 14 relating to deduction of union fees.

1.3.3

The hiring company is obliged to provide the manpower company / temporary employment agency with the required information so the provision of equal treatment required by section 1.3.2 can be met, and to commit the manpower company / temporary employment agency to this requirement.

Upon request from the shop stewards the company shall document the current wage and working conditions that apply at the manpower company/temporary employment agency when the contracted employees work within the scope of the Agreement.

1.3.4
Chapter 4 of the basic agreement also applies for employees hired in, with the following exceptions: If the company hiring out is subject to the Basic Agreement between SAFE and NSA and Styrke/LO and NSA, disputes related to wage and working conditions of the hired person is a matter between the parties in the company hiring out. Shop stewards and representative from the part hiring in may upon request assist in the negotiations with information on the agreements in the company hiring in.

If the manpower company / temporary employment agency is not subject to the Basic Agreement between SAFE and NSA and Styrke/LO and NSA the shop stewards in the company hiring in can address the company hiring in on allegations of breaches of the principle of equal treatment in section 1.3.2 so that the company hiring in can clarify and eventually correct the situation.

Workers hired in shall be introduced to the shop steward in the company hiring in. The local parties whilst discussing hiring in, shall also discuss resources for shop stewards work cf. Basic Agreement Styrke/NSA section 4.17, Basic Agreement SAFE/NSA 4.6

Note:
Items 1.3.2, 1.3.3 and 1.3.4 to be implemented at same time as the changes in the Act takes place, cf. Prop 74L (2011-2012)

1.4
Before hiring is agreed and initiated the company must ensure that the rental company operates in accordance with Norwegian law and regulations.

2. Outsourcing work and subcontractor schemes

As early as possible, and before the company enters an agreement with subcontractors regarding outsourcing of work, the need and extent shall be discussed with the shop stewards, cf. Chapter V, item 5.5 (Styrke, DSO) and chapter V, Paragraph 6 (SAFE), respectively, of the Basic Agreements.

The company is responsible for ensuring that the subcontractor with which the company enters into an agreement, has an employment agreement with its employees in accordance with the regulation for contracted employees (Section 2, 2005-12-16-1566). If the subcontractor with whom the company has entered into an agreement uses subcontractors, the subcontractor(s) must assume equivalent obligations in relation to its/their employees.

The company shall, on request from the shop stewards, document the pay and working conditions that apply at the subcontractor's when the subcontractor's employees work under Section 1: Scope of the Agreement for Mobile Offshore Units.

3. Protection of privacy and obligation of confidentiality

It is assumed that the information which the companies are asked to provide and document on pay and working conditions are made adequately anonymous and do not violate the law. The company's requirements as regards for instance questions of competition may entail that the information should not be passed on. In such cases the employer may impose an obligation of confidentiality on employee representatives and any advisors. The obligation of confidentiality also applies after the end of the term of office of the person. There is no obligation of confidentiality in connection with passing on information to the appropriate public authority.

4. Use of substitutes

Substitutes, cf. Section 14-9, 1b, of the Working Environment Act, substitute given persons, stated by name, for a specific job or period of time.

5. Other matters

For companies that lawfully terminate employment or lay off employees, or are in a position in which they may have to lawfully terminate employment or lay off employees, particular reference is made to the rules regarding lawful termination of employment and laying off in Chapter VII (Styrke and DSO) of the Basic Agreement, and Chapter VIII, item 8 (SAFE) of the Basic Agreement and Item 6.4 (Industri Energi and DSO) of the Basic Agreement, and Chapter VIII item 6 (SAFE) of the Basic Agreement and Chapter 15 of the Working Environment Act.

Appendix 5 A Employees of temporary employment agencies

The provisions in this appendix regulates conditions in manpower companies / temporary employment agencies that are encompassed by the agreement cf. section 1,paragraph 4 of the agreement.

1. 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.

2. Employees shall have a written contract pursuant to the provisions of the Working Environment Act.

3. A written agreement containing all relevant information concerning the nature, content and duration of the assignment.shall be issued for all assignments.

4. Termination and dismissal applies subject to the provisions of the Working Environment Act.

5. If the worker is offered employment in the company hiring in, he/she may leave at the end of their notice period, unless the parties agrees otherwise. During the period of notice the worker has the right to continue the work in the company hiring in if the assignment is still in progress.

6. When hiring out to a company that are subject to this agreement, the wage and working conditions applies in the company hiring in, cf. Appendix 5 section 1.3.2.

7. When hiring out to company that are not subject to this Agreement, the wage and working conditions agreed in the company hiring out shall apply as long as these are not in conflict with the requirement for equal treatment in the Working Environment Act.

8. Obligation of remuneration applies according to the employee’s contract of employment. At lay-off or termination of employment the Working Employment Act and the Basic Agreement applies.

Enclosure on Vacation

Agreement

between

the Norwegian Federation of Trade Unions (LO) and the Norwegian Confederation of Business and Industry (NHO)

concerning

VACATION

Introduction

It is a main task of the parties to improve the competitiveness of the companies. An increase in leisure time can therefore only be made on the clear assumption that the companies have the possibility of demanding more flexibility to offset the disadvantages to competition that such an increase entails. Employees will, on their part, also have various needs for divergent working hour arrangements according to different phases of life, changing working and living conditions etc. More flexibility, along with the fifth vacation week, may contribute to less absence due to sickness, and improved productivity.

A. Flexibility

The following provisions are incorporated in all agreements:

a) ”Where the parties are in agreement locally, arrangements exceeding the agreement’s provisions for working hours and compensation, and adapted to the individual company, may be implemented as a pilot scheme. Such arrangements shall be submitted to the federation and confederation for approval.”

b) ”It is permitted to calculate average working hours in accordance with the provisions of section 10-5 of the Working Environment Act. The parties to the collective wage agreement may contribute to the establishment of such agreements.”

c) ”There may exist individual needs for divergent working hour arrangements, individual wishes for leisure time etc. Such arrangements shall be agreed with the individual employee or the shop stewards, for instance in the form of calculated average working hours or an hour-account arrangement. Agreements concluded with the shop stewards take precedence over individual agreements.”

B. Contractual vacation

1. The implementation of extended vacation time, i.e. 5 working days, cf. § 15 of the Holiday Act, is advanced by introducing the remaining part as a contractual arrangement, and is included as an appendix in all agreements.

   Extra vacation for employees above the age of 60, i.e. 6 working days, is maintained, cf. § 5 subsections 1 and 2 of the Holiday Act.

   An employee may claim 5 working days of vacation every calendar year, cf. § 5 subsection 4 of the Holiday Act. If the contractual vacation is divided up, the employee may only claim the same number of vacation days as he/she is normally required to work per week.

   If the authorities decide to implement the remaining part of the fifth vacation week, these days shall then be deducted from the contractual arrangement.

2. The remaining part of the fifth vacation week is to be gradually introduced in such a manner that 2 vacation days may be claimed in 2001, and the rest in 2002.

   Vacation pay is calculated in accordance with § 10 of the Holiday Act.

   When the fifth vacation week has been fully introduced, the general percentage of vacation pay shall be 12 % of the basis for vacation pay, cf. § 10 subsections 2 and 3 of the Holiday Act.

   The increase is to be made by modifying the percentage for the qualifying year thus:

   2000 is set at 11.1

   2001 is set at 12.0

   If the authorities decide to increase the number of vacation days laid down in the Holiday Act, the parties assume that the above figures shall serve as basis for vacation compensation for the corresponding period.

3. The employer shall decide the time of the contractual vacation, following discussions with the shop stewards or the individual employee, at the same time as the regular vacation is decided.

   An employee may demand to be informed of the decision regarding the contractual part of the vacation as early as possible, and no later than two months prior to taking the vacation, unless special reasons exist to prevent this.

4. An employee may demand to have vacation time under this provision, irrespective of having qualified for vacation pay or not.

If operations are suspended, wholly or partly, in connection with vacations, all employees affected by such suspension may be required to take a vacation of the same duration, irrespective of having qualified for vacation pay or not.

5. An employee may demand that the contractual part of the vacation be given in its entirety within the vacation year, cf. § 7 subsection 2 of the Holiday Act, so that 1 week of continuous vacation is obtained. The central organisations encourage the parties to slot the contractual vacation so as to ensure the required productivity to the greatest possible extent, for instance in connection with Ascension Day, Easter, Christmas and the New Year holidays.

6. The contractual vacation may, by written agreement between the company and the individual employee, be transferred, wholly or partly, to the following vacation year.

7. For shift workers the contractual vacation shall be adjusted locally, so as to represent 4 shifts worked, when fully implemented.

Notes:

1. In agreements by which vacation under § 15 of the Holiday Act has already been introduced, the number of days shall not be increased as a consequence of the introduction of the contractual vacation. The introduction and the actual implementation of the contractual vacation for the relevant areas shall be agreed in more detail by the parties.

2. For the shelf agreements (no. 129, no. 125 and no. 123) the vacation involves a reduction of 7.5 hours per vacation day. The parties agree that the vacation shall be taken in the off-duty period during the vacation year.

Appendix 6 Joint declaration on local temporary manpower-/ resource pool agreement

1.1 Foundation

In their respective agreements, the parties have recommended that a temporary manpower/resource pool of permanent employees be set up to cover normal absences (Section 20 of the Agreement). The parties agree that the employees working in such a pool can also be used to cover peak activities or in other temporary situations that call for extra manning.

Section 20 of the Agreement entitle the local parties to prepare local agreements for employees who serve in a pool where provisions apply that may differ from the provisions of the agreement. Furthermore, it is stated that such agreements must be presented to the applicable unions for their approval.

1.2 Approval

The central parties are agreed that this Joint Declaration shall provide the foundation for the preparation of local pool agreements. Furthermore, the parties agree that the local agreement enters into force from the date of signature, if the respective organisations have approved the agreement within a one-month deadline. To avoid unnecessary delays and uncertainties in connection with the approval of the agreements, the parties agree that the company will, as soon as possible, submit agreements that have been entered into to the Norwegian Shipowners' Association, who will forward the agreements to the relevant unions for their approval.

1.3 Terms of agreement

The central unions expect that in companies where two or more unions have local representatives, an identical agreement will be entered into with the local representatives from each union.

An approved agreement is binding for the local parties until it is terminated in writing. It is a condition that negotiations have been conducted prior to termination of the agreement, alternatively that negotiations have been demanded, but have not been entered into within a fortnight.

If the local parties fail to agree on a new agreement or the revised agreement is not approved by the central organisations, the existing pool agreement may be terminated with a notice period of minimum four months. The agreement will lapse after the expiry of the termination period, and the conditions contained by the agreement will be settled based on the provisions of the respective collective wage agreements.

2 Establishment of a temporary manpower/resource pool

Following Item 1.1 the parties underline that it would be practical to uphold a stable source of offshore personnel that can be called upon to step in as substitutes when permanent employees among the regular offshore crews are ill, on leave or away on courses etc. Employees who serve in the pool may also be used to cover activity peaks or in other temporary situations that require extra manning.

The size and composition of the resource pool is determined by each company following discussions with the relevant union representatives. When determining the

size of this pool, the size and composition of the total manning must be taken into account, along with factors such as number of contracts, absences due to illness, planned extra work, etc., as well as the expected development related to these issues.

The pool agreements may stipulate that employees can be hired out to other companies, in certain further specified instances. If so, more specific rules must be laid down for regular discussions etc. in accordance with Ch. 5 of the Basic Agreement and the present Agreement's Appendix 5. The case of where the pool agreement does not contain any such provisions for hiring out, the parties must obtain the approval of the central organisations in line with Item 1.

The parties underline that the size of the pool should be discussed with the local union representatives of the relevant federations at least twice a year.

Any local agreement concerning the size of the pool will not in any way jeopardise the right of temporary employees to demand to be employed on a permanent basis in accordance with the Working Environment Act.

The parties agree that the establishment of a local temporary manpower/resource pool and the formation of pool agreements do not deprive the company of the right to use temporary employment contracts in situations where this is permitted by the Working Environment Act, but they underline that the company must not hire personnel on a temporary basis for serving in such a pool, and that temporary employees cannot therefore be covered under the provisions of the pool agreement.

3.1 Employment of staff to serve in a pool

All hiring done by the company must take place in the form of a written contract, in accordance with Item 2 of the agreement. Employees serving in a pool are permanent employees of the company (cf. Item 2 above) with the same terms and conditions as the rest of the company employees, with any deviations that might appear in the approved pool agreements. It is a pre-condition that employees who serve in a pool are not used permanently in permanent positions on board the facilities.

As a consequence of the basis for setting up a temporary manpower/resource pool, deviations from the respective agreements may concern the right to a fixed workplace and the right to a fixed work schedule.

Employees who serve in the resource pool shall earn seniority relating to wages and company employment just like the other employees. Employees without an employment contract in writing will not be comprised by a pool agreement, and any deviations from an agreement that are not stipulated in the pool agreements will not cover such employees.

Employees who serve in a permanent position may be transferred to the resource pool in connection with major re-organisations, workforce reductions, etc. upon agreement with the local unions.

When recruiting for the resource pool, personnel who have to some extent been used as substitutes or similar on a temporary contract shall be considered for employment.

3.2 Transfer from pool to position with fixed work schedule

When a position with a fixed work schedule offshore arises in the company, such position shall be offered to qualified employees in the same position with the longest seniority in the company who serve in the temporary manpower/resource pool. In case of vacant positions at a higher level, employees working in the pool shall be assessed on a same footing as the other candidates.

4. Wage conditions

A regular monthly wage shall be paid to the employees serving in the resource pool, in accordance with the applicable collective wage agreement. Employees serving in the resource pool shall be employed in the position that represents the main part of the work this person performs.

Variable supplements, inconvenience compensation, and all other types of compensation (not settled by the hour in the local agreement) in excess of the fixed monthly salary, are to be paid based on the approved time lists.

5. Working hours and settlement

For offshore workers the man-year counts 1460 hours. In the individual company the respective pool agreements may stipulate an annual man-year of 1582 hours if the manning needs so dictate, and it is justifiable resource-wise. When using man-years of 1582 hours, the regular monthly tariff wage and hourly rates of pay shall be adjusted upwards by 7%, cf. protocol from the 2006 wage settlement.

5.1 Annual settlement

Settlement against man-years shall be performed at least once in the calendar year, at a date stipulated by the pool agreement. Hours settled with compensation for waiting time or overtime pay (e.g. compensation for work and mandatory courses during periods off work, work beyond 12 hours per day and compensation for prolonged tour offshore) are not counted as part of the man-year.

1) Not enough hours worked inside the annual settlement period shall be deleted.
2) Hours worked in excess of the man-year shall be compensated for through overtime pay in the annual settlement
3) Local pool agreements may incorporate previsions on time off in lieu of extra hours worked, and working to make up for minus hours. In all events, the timing for taking time off in lieu of extra hours worked, and any additional working to make up for minus hours must be agreed in writing with the employee in question. The local agreement may not stipulate a work-in of more than 84 minus hours, and such additional make-up work must take place within a period of maximum 12 weeks following the date of settlement.

5.2 Partial settlements

The local parties to the pool agreement may stipulate that there shall be two or more settlement periods per year. In such cases, it can be decided that at the intervening settlement(s) of the agreement, such overtime hours or insufficient no. of hours worked, can be transferred to the following period(s) within the same annual man-year settlement period.

In periods when the employee is not available for work for the resource pool on account of absence due to illness, leave, military service, lay-offs, etc., this shall be recorded as 4 hours in the man-year (in case of a man-year of 1460 hours) or as 4,33 hours (in case of a 1582-hour man-year) per day.

The same method of calculation is used to work out the pro rata man-year for personnel who is transferred to the pool upon agreement (cf. Item 3 above), or who for other reasons are not available for work at the pool in one settlement period. This method of calculation is also employed for periods when employees serving in a pool are given a fixed work schedule/shift plan.
Mandatory courses onshore are compensated for by 8 hours overtime pay for each day of the course or settled against the man-year at a count of 12 hours per course day, depending on the provisions in the local pool agreement. Where an availability plan has been agreed, mandatory courses in the free periods shall be compensated for with overtime pay for 8 hours.

When employees are transferred from the pool to a permanent position on an installation, there must be a settlement from the pool towards the man-year as stipulated in, or pursuant to 5.1 above, from the day of the first trip out, for a full rota period in accordance with the new workplan. For personnel who serve in a temporary manpower/resource pool where the employment is terminated, this settlement from the pool will be conducted at the end of the notice period, unless otherwise agreed. Where possible, insufficient hours are sought worked in during the notice period.

6. Flexibility

Working for the resource pool requires that the employee is to be prepared to be flexible about work inside the man-year/periods in which he/she is available.

The parties underline the importance predictability has for the employees. One solution might be that personnel who are employed in the resource pools are offered plans of availability, showing at what times the employee should be at the employer’s disposal, and when he/she should be off. Such plans should make sure that the employee has at least one third of the total time off, and the available periods should not exceed six weeks. The parties understand that in some local companies it would be an advantage to agree on alternative methods of ensuring predictability for the employees serving in a temporary manpower/resource pool.

It is a condition that the companies respect the 1/3 rule, as expressed in the offshore regulations. It is a further condition that the local agreements incorporate provisions on call-out time and clarification of the availability requirements. However, the parties emphasise that such provisions and clarifications must not be such that they can be understood to mean that the employees are on a home duty scheme.

Joint declaration on welfare and service

Welfare and service are important in creating a good workplace for everyone on board.

Long working days make a good catering standard important, one that meets the employees' needs for recovery and well-being during working hours and leisure time on board. The services should aim to ensure that personnel on the rigs, to the least possible extent, have to spend their leisure time on catering tasks.

Everyone is responsible for keeping their own cabin and workplace tidy, but cleaning of cabins/common areas/offices on the unit, laundry and other work that falls within normal catering services is naturally handled by the catering department on board.

An important part of the welfare on board is that breakfast, lunch, dinner, night lunch and break meals are of a normal good standard, and that employees can choose healthy and preferably fresh alternatives in accordance with the Norwegian authorities' dietary advice.

In this context, the parties also recognise the importance of professional competence in both food preparation and cleaning.

The parties also encourage that the employees' views and input are heard and considered before the employer makes a final decision on what the welfare and service offering on board shall be.

Basic Agreement

BASIC AGREEMENT

Between

THE NORWEGIAN SHIPOWNERS' ASSOCIATION

and

THE NORWEGIAN CONFEDERATION OF TRADE UNIONS

and

INDUSTRI ENERGI

First agreement of September 26th 1974 between LO/Norwegian Seafarer's Union and Norwegian Association of Drilling Contractors last renewed on 17th Dec 2009.

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Chapter I

Freedom of association

1.1 Freedom of association

The parties mutually recognise the freedom of association of employer and employees.

Well-organised industrial relations are a strength to workers' and employers' organisations and to society as a whole. By virtue of the broad interests they represent, the Norwegian Federation of Trade Unions and the employers' organisations ensure a comprehensive societal view.

In order that the Norwegian Federation of Trade Unions and the Norwegian Shipowners' Association can fulfil their functions, it is essential for them to have a broad basis of support. The Basic Agreement and the Act relating to labour disputes lay down the democratic rights of the organisations. A central principle in national and international legislation in the field of labour law is the right of workers and employers to organise and, through collective agreements, to safeguard their interests.

In order that unionised workers and organised employers shall be ensured broad support and thus be able to fulfil their functions as central players in society, it is of vital importance that, in situations of negotiation and conflict, respect is shown for the organisations' interests and that neither party acts in a way that could weaken the other's position.

Chapter II

The right to negotiate and industrial peace

2.1 Ban on labour conflicts

Where a collective agreement exists no stoppage of work or other labour conflict shall take place. In the event of a dispute regarding the understanding of a collective agreement or demands based on a collective agreement, the matter shall be referred to the Industrial Disputes Court for settlement if the parties fail to reach agreement under the provisions of sections 2.2-2.4.

2.2 Local settlement of disputes

Any disagreement shall primarily be resolved at the lowest possible organisational level. Disputes between a company and its employees shall primarily be resolved by negotiation between the company and the company shop stewards. From these meetings minutes of the proceedings shall be taken and signed by both parties.

Addition to the record of proceedings:
This provision does not preclude meetings/discussions being held by telephone when this is deemed appropriate and the parties so agree.

2.3 Local negotiations between organisations

If no agreement is reached by negotiations under section 2.2, the parties to the collective agreement or, where relevant, both main organisations may agree to continue negotiations locally after summoning a responsible representative of each organisation.

2.4 Dispute negotiations between organisations

If no agreement is reached through negotiations under section 2.2 and 2.3, or if no such negotiations take place, or in the event of a dispute between organisations, each of the parties is obliged to refer the dispute to the relevant union or to the Norwegian Confederation of Trade Unions and the Norwegian Shipowners' Association or any subordinate organisation authorised by these.

2.5 Contact with the members of the opposite organisation

The main organisations or their subordinate organisations are not permitted to make direct contact with the members of the opposite organisations regarding wage and working conditions except as agreed with the opposite organisation.

2.6 Time limits for negotiations

Negotiations, centrally or locally, shall be held as soon as possible following a written request for negotiations by one of the parties, though no later than 14 days following such request.

2.7 Language of negotiations

Unless otherwise agreed by the parties, all written contact between parties, and negotiations at which minutes are taken, shall be held in the Norwegian language. This shall not prevent representatives taking part in negotiations from using a language other than Norwegian, but in such events a translation shall be provided immediately.

Chapter III

The number and election of shop stewards

3.1 Site shop stewards

Site shop stewards for unionised employees may be elected at any place of work where Industri Energi has members. One site shop steward may be elected for every 15 members, though with a minimum of 3 shop stewards. The site shop stewards may form their own group committee consisting of 3 persons. No site shop stewards are elected in companies with only one place of work where Industri Energi has established a trade union for the group of employees concerned.

The employees in a resource pool/competence pool are included in the calculation basis for site shop stewards on each unit in relation to their number. (For example, ten members in the pool and two units give five in the calculation basis for each unit.) As an alternative, election of separate shop stewards may be agreed locally for these employees.

3.2 Trade union

In a company or a group of companies with employees unionised in Industri Energi, irrespective of whether operations are covered by the present basic agreement, Industri Energi may establish one or more trade unions with the right to negotiate under Chapter II.

Addition to record of proceedings:
The right to establish additional unions within a federation is ensured by section 3.2. The parties acknowledge that the wording of section 3.2 may involve a financial burden to companies. It is therefore important that the provision is not applied in an unreasonable manner.

3.3 Company shop stewards

The members of the union committee shall be regarded as company shop stewards.

3.4 The executive committee

The chairman, deputy chairman and secretary of the union shall represent the union vis-à-vis the company and shall be termed ”the executive committee”. The union chairman, deputy chairman and secretary represent the union in respect of the company and are referred to as the executive committee. The union will decide on a case-by-case basis whether these are to represent the union individually, as two or collectively.

If the chairman is absent the deputy chairman will take the chair, and if the deputy chairman is also absent, the secretary will chair the meeting.

This does not limit the right of the local union to have several vice-chairmen and secretaries, for instance where this is desirable owing to the composition of its membership. In such cases the union’s choice of the three persons who are to constitute the executive committee may be determined by the matter being discussed.

3.5 Studies’ adviser

Among the members of the union committee a studies’ adviser may also be elected to be responsible for vocational training in consultation with the company management, as well as occupational information activities. The studies’ adviser shall be consulted before any training scheme is commenced.

3.6 Shop stewards for gender equality and social welfare

A shop steward for gender equality and for social welfare may also be elected from among the union committee members. Where a shop steward for social welfare is elected, this person shall assist employees in matters of social welfare relating to conditions within the company/group of companies.

3.7 Size of the union committee

The union committee shall consist of 3 members when representing up to 50 members, and a further member for every commenced 50 members. Where the company consists of only one place of work and where, consequently, no site shop stewards are elected, the union committee shall consist of 3 members when representing up to 50 members, and a further member for every commenced 15 members.

A union committee shall have no more than 12 members.

3.8 Works council

Where a group of companies consists of units which are not covered by the union's field of organisation, a works council may be established, consisting of shop stewards for the units constituting the group. In groups of companies having more than 200 employees in Norway, on the Norwegian continental shelf or on Norwegian-registered offshore units abroad and where LO has members, one of the shop stewards in the group's companies may be elected as group shop steward. The group shop steward has the same rights and obligations vis-à-vis the group as the company shop stewards have vis-à-vis the company.

Entered in the minutes:
For the purpose of this agreement group of companies means an association of legally and/or administratively independent entities (e.g. limited liability companies and/or divisions) which financially, and in part administratively and commercially, form entities.

3.9 Persons eligible as shop steward

Shop stewards shall be elected from among employees of recognised ability with experience and insight into working conditions. They shall, as far as possible, be elected from among employees having worked for the company for the past two years. Shop stewards shall be over 20 years of age.

Employees who, to any particular degree, are to represent the employer may not be elected as shop steward – e.g. employees holding positions of special trust as a superior manager within the company, personal secretaries to company executives, or employees who are to represent the employer when negotiating for or determining wage and working conditions for subordinate personnel, may not be elected as shop steward for subordinate personnel.

3.10 Shop stewards terminating employment

If a site shop steward terminates his employment at the workplace where he has been elected, he shall cease to function in this capacity. The same applies to a company shop steward who terminates his employment with the company.

3.11 Notification to the company of the shop stewards elected

The company shall, within 14 days, be notified in writing of the names of the persons elected as shop stewards. An employee cannot claim to be recognised as shop steward until such notification has been given. Until notification of a new election is received, the previously elected shop stewards will be regarded as shop stewards. Employees may not elect other persons to act in place of the elected shop stewards in matters, which are the responsibility of the shop stewards.

3.12 The term ”shop steward”

Where the term ”shop steward” is referred to in this Basic Agreement, it means shop steward elected in accordance with this chapter.

Chapter IV

Rights and obligations of employers and shop stewards

4.1 Joint declaration of the main organisations concerning shop stewards

The parties agree that it is of vital importance for good relations at the workplace that co-operation between representatives of the company and shop stewards is kept in a rational and proper form and that the shop stewards are enabled to fulfil their tasks under the Basic Agreement and applicable legislation and as shop stewards for their unions in an efficient manner. With reference to this the parties agree that the necessary arrangements shall be made to enable shop stewards to carry out their work in that capacity. For this purpose, and if so desired by a party, an agreement shall be made regarding the conditions that are to apply for shop steward work. Reference is made to section 4.17 for the conditions for shop steward work under this provision.

The parties emphasise the importance of both employees and employers' representatives having the best possible qualifications for discussing co-operative matters. The parties will endeavour, within their respective membership areas, to qualify their representatives through information and training activities for the tasks incumbent on them under the Basic Agreement.

Addition to record of proceedings of 28 August 2002, regarding parties' joint declaration on shop stewards:

In the event of a temporary reduction of the workforce owing to curtailment of company operations, the parties at company level shall negotiate on the extent to which they find it necessary to modify the company's existing shop steward system. In such cases account shall be taken of the expected duration of the reduction of the workforce.

4.2 Transfer of shop stewards

Transfer of shop stewards shall take place only when necessary for operational purposes. Before a change is implemented the shop steward concerned and the union shall be informed of the change and the reasons for the change.

In the event of permanent transfer, the shop steward in question and the union shall be informed of this change and the reason for it, no less than four weeks prior to transfer, in order that any disagreement may be entered in the record of proceedings and be discussed with Industri Energi.

4.3 Dismissal or discharge of shop stewards

Dismissal or discharge of shop stewards shall not occur unless justified by valid grounds. Matters arising in connection with the legitimate activities of shop stewards as elected representatives are not considered to be valid grounds. In addition to seniority and other causes, which it is reasonable to take into consideration, special account shall be taken of the special position held by the shop steward in the company.

4.4 Rights of shop stewards

The employees' shop stewards in the company are recognised as representatives and spokesmen for unionised employees. Shop stewards have the right to deal with and

seek to settle amicably any grievance which an individual employee might have against the company or which the company might have against an individual employee.

4.5 Induction of new employees

The management shall inform the executive committee when new employees are hired. The employers local representative shall introduce the new employee to the shop steward at the workplace as soon as possible.

New employees shall, as soon as possible, be introduced to the union leader and/or to the company shop stewards.

If the company organises meetings for new employees the trade union shall be allowed to introduce itself. The company shop stewards shall every month, upon request, be provided with a list of employees within the relevant field of agreement in the company. The list shall contain names, workplaces and times of appointment.

4.6 General meetings and notices

Company shop stewards shall, as early as possible, receive advance notification of matters regarding working conditions which the company wishes to bring to the attention of the whole workforce or parts of the workforce by meetings or notices.

4.7 The right of company shop stewards to oblige employees

Company shop stewards have the right to oblige employees in matters concerning the whole workforce or groups of employees insofar as this does not conflict with a collective agreement. The company shop stewards are assumed to submit the matter to their fellow workers, if they consider it necessary, before making a decision on the matter. The company shall receive a reply without undue delay.

4.8 Duties of shop stewards and employers

The shop stewards, the employer and any person acting on behalf of the employer vis-à-vis the employees are required to do their best to maintain peaceful and effective co-operative relations at the workplace. This applies during working hours and during conferences between the company and the shop stewards, when reporting facts to the respective organisations, when informing colleagues and in conduct vis-à-vis the organisation of the opposite party. The same applies during the discharge of any other function as shop steward.

Like the employer, the shop stewards shall ensure that the duties of the parties according to the collective agreement, work regulations, and applicable legislation are observed insofar as these duties have not been expressly assigned to other bodies. It is therefore inconsistent with the duties of the employers and the shop stewards to incite to or participate in unlawful conflicts. Shop stewards are also not allowed to abandon their duties in connection with such conflicts.

4.9 Procedure to be followed by shop stewards

When shop stewards have a matter to discuss, they shall address themselves direct to the employer or the employer’s representative at the workplace.

4.10 Access of company and group shop stewards to the company, and their right to leave work

Company and group shop stewards shall have unimpeded access to company's workplaces/departments insofar as this is necessary to carry out their duties as shop stewards. As far as possible the company shall contribute to such access being given, including a helicopter seat to/from the unit. They shall notify the manager of the workplace/department of the person(s) they wish to talk to. If they have to leave their workplace, they shall ensure that their immediate superior is notified of the reason for this.

4.11 The right of site shop stewards to leave work

Site shop stewards shall also be allowed to perform their duties unimpeded. For this purpose, and with the permission of their immediate superior, they may leave their workplace.

4.12 Meetings during working hours

When site shop stewards, by agreement with the local management, or the company shop stewards, by agreement with the company, are of the opinion that matters of special importance concerning the individual workplace or company require immediate action, permission shall be given to hold meetings during working hours without wage deductions, unless work-related considerations of special importance prevent it. If the local management and/or the company refuse a request to hold meetings as referred to in this section, the shop stewards may demand a written justification for the refusal.

4.13 Access for representatives of LO or Industri Energi

When representatives of LO or Industri Energi seek access to a workplace to perform duties relating to the collective agreement, the company shall facilitate such access whenever possible. This is without prejudice to the provisions of section 2.5. The parties shall agree on the persons to be regarded as representatives of LO or Industri Energi for such purposes.

4.14 Leave of absence to participate in negotiations, meetings, courses, to hold public office etc.

The shop stewards in the company and the employees having commissions within trade unions shall not be refused leave of absence without compelling reasons when they are summoned to meetings and negotiations by their union or when they are to participate in vocational training courses or other informative union activities, including participation in union delegations or to lecture at, or act as leader of, courses for shop stewards conducted by the organisation. The same applies to employees who are to hold public office, when these duties cannot be performed outside working hours.

Note
"Meetings" and "negotiations" shall mean:

Meetings of the national federation executive, meetings of national union executives, national conferences, congresses, negotiations on agreements, and negotiation, information and deliberation meetings under Chapter II of the Basic Agreement, as well as committee meetings, annual meetings and shop steward conferences of the union.

Remark to the record of proceedings, by the parties:

The parties otherwise assumes the interpretation of the provisions on companies' obligation to cover travelling and accommodation and wage expenses to be in accordance with the interpretation of the Basic Agreement between SAFE and NR.

Employees who are to be trained for commissions as referred to above shall also be given leave of absence to a reasonable extent to attend vocational training courses or other vocational information activities. Requests for leave of absence under the above provisions shall be made to the company management as early as circumstances permit.

Note 2006:
Employee representatives on the company's board are entitled to leave of absence for training in board-related work for up to one week pursuant to the Limited Liability Companies Act / The Offshore Board. The elected representative must be compensated for loss of income in connection with courses approved by the company.

Note
The parties strongly emphasise the importance of making such requests to the company as early as possible to make it possible to obtain a substitute worker, among other measures.

All shop stewards must show due care to ensure that operations do not suffer damage and that the regular operation of machinery is not stopped.

4.15 Leave of absence to take commissions in the trade union

In companies where conditions permit, employees who are elected or engaged to a paid commission in the trade union are entitled to unpaid leave of absence for the period for which the worker is elected.

4.16 Representation of the parties at negotiations

In connection with negotiations with shop stewards the employer may meet in person or be represented by a deputy appointed by him from members of the company management. The employer or his deputy may summon other representatives of the management to take part in the negotiations. The shop stewards may summon representatives of the employees concerned and group shop stewards in matters relating to the group of companies. Where there is only one shop steward, or only one shop steward is present, he may bring another employee with him to the negotiations.

4.17 Working conditions and remuneration for shop stewards

The conditions applying to shop steward activities shall be in accordance with the volume of work. In discussions under this section consideration shall be given to the possibilities of the workplace, the size, structure, form of operations and technical nature of the company, information and communication technology equipment, organisational affiliation, area of collective agreement etc.

Shop stewards shall have access to information and communication equipment to the extent that is common at the workplace. On units where more than 50 workers are unionised by Industri Energi the necessary arrangements shall be made, where practicable and according to further agreement, for the site shop stewards to have a

separate workstation/office space. Such workstation can be shared with other groupings on board, but the Industri Energi shop stewards shall as a minimum have access to their own cabinet, which shall be capable of being locked. Where the size of the union warrants full-time/part-time shop stewards, the union shall be provided with an office ashore, equipped according to the standard which is common in the company.

Shop stewards shall have the time necessary to carry out their tasks in accordance with the Basic Agreement during normal working hours with no loss of income. The commission as shop steward shall not cause the person concerned in full time/halftime employment to have a lower income (including overtime, and night bonus, compensation for courses and meetings, plus permanent and variable allowances in accordance with the Collective Agreement) than the average for the best paid half of the group of workers on the unit from which the shop steward comes from. The calculation of average pay shall, for those workers whose work schedule is 1.460 hours annually, be increased by an increment of 8.35 % above the pay rates.

If a shop steward so wishes, an agreement shall be made for the following arrangement to apply: Serving as shop steward shall not involve a reduced income for the shop steward on full-time/part-time (pay according to 1.460 hours annually plus an additional increment of 7% on wage scale). Loss of overtime and remuneration for extra work shall be compensated by an increment of at least 12 %.

Shop stewards on full-time/part-time shall, when working ashore, be permitted to use their working hours. Their annual working hours shall nevertheless correspond to those of the company's shore administration, unless the company and the shop stewards agree otherwise.

Time off with no loss of income shall be given for meetings between representatives of the company and shop stewards, and for other tasks incumbent on the shop steward under the Basic Agreement, which take place during their working hours. When such meetings take place during the leisure time and in off-duty periods of offshore employees, the minimum amount under section 9.2 of the agreement for mobile offshore units on the Norwegian continental shelf shall be paid. In such cases the company shall pay transport costs for the necessary travel from and to the place of work and/or the place of residence of the person concerned. If the meeting is organised in such a way as to require overnight accommodation, the company shall cover the costs of the necessary board and lodging. By entering or renewal of a local agreement in the company about work of shop stewards, it is possible to agree upon that it will not be paid overtime bonus as in the mentioned item 9.2 for shop stewards that attend annual meetings and shop steward conferences during leisure time.

Committee members shall be given time off and remuneration according to the above provisions for a minimum of 4 union committee meetings per year.

Under the same rules a union in which employees having their work on a unit are unionised may hold a two-day annual meeting and a two-day shop steward conference during the year. The union committee members and the site shop stewards may attend the annual meeting and the shop steward conference. Within this frame of possible attendees, the union may choose to summon young members instead. The union may choose to arrange a meeting/conference for young members as an alternative to the above mentioned annual meeting or the shop steward conference.

If demanded by one of the parties, local negotiations shall be held concerning conditions for shop steward work beyond what is referred to in this agreement and possible compensation for any extra expenses including the question of full time/part-time employment for shop stewards.

Shop stewards in full time/part-time employment shall have the right to return to their former position when they terminate their engagement as shop steward. Upon the shop steward's return to the previous position, the company and the shop steward shall cooperate to make arrangements for the person concerned to gain any qualification necessitated by the development which the position has undergone during the period in question. Seniority, pay and pensions shall be calculated as if the shop steward had been in the position for the entire period during which they served on full-time/part-time. Full-time/part-time shop stewards shall also, based on their experience, competence and seniority, be subject to the same consideration as other employees for employment of personnel (promotion) for higher positions. Such consideration shall be made on an annual basis.

A separate agreement shall be made for shop stewards who are on a duty roster as disposable personnel to achieve the intentions of the above provisions.

A separate agreement shall be made for group shop stewards concerning rights and duties, which are not laid down in the present Basic Agreement. The agreement may contain provisions regarding terms and conditions of employment, employer's responsibilities, conditions of pay and elections/terms.

4.18 The representative of the employer at the workplace

The senior manager of the company at the workplace is the representative of the company to whom shop stewards may address requests unless otherwise announced. If the senior manager or the appointed representative is not immediately able to make a decision on the matter because he wishes to make further inquiries, he shall make such inquiries immediately.

4.19 The representative of the employer in the company/group

In a company/group consisting of several places of work a representative shall also be appointed from the central company management as liaison between the employer and the company shop stewards. The company shall give the chairman of the local union written notification of the name of the representative.

4.20 Authority to negotiate

The representatives of the company and the employees shall have the authority to conduct real negotiations, ref. sections 4.4 and 4.19 above.

4.21 Shop stewards or employer's representative guilty of serious breach of the Basic Agreement

If a shop steward is guilty of serious breach of his duties under the Basic Agreement, NSA may demand of LO or Industri Energi that the person concerned resigns as shop steward. If LO and/or Industri Energi not find the demand justified, the dispute shall be settled by the Industrial Disputes Court. If a shop steward is consequently required to resign, it is the duty of the employees to elect a new shop steward immediately.

If the employer's representative is guilty of serious breach of the Basic Agreement, LO or Industri Energi may demand of NSA that he resigns as the employer's representative vis-à-vis the employees. If NSA does not find the demand justified, the dispute shall be settled by the Industrial Disputes Court. If the person concerned is required to resign as the employer's representative vis-à-vis the employees, it is the duty of the employer to appoint a new representative immediately. This is without prejudice to the responsibility and authority of the platform manager under current legislation.

Chapter V

Co-operative relations

5.1 Objective

In this agreement the parties have laid down provisions intended to facilitate co-operation between the company and the employees. It is vital to the employees collectively and to the individual that the solidarity between the employee and the company is strong and alive, and this is also a necessary precondition of efficient operations. To achieve such solidarity it is important to have appropriate forms of discussion of common problems and of mutual information regarding issues of interest to the company and its employees.

Through co-influence and co-operation the employees, by virtue of their experience and insight, shall contribute to increased efficiency, reduced operating costs, improved competitiveness, reduce impact on the environment and, within the framework of current government regulations, create a more satisfactory place of work and a working organisation which is efficient and meets the human need for self-development. They will thereby also contribute to creating the economic conditions for the company's continued development and for secure and good working conditions to the benefit of companies and employees alike.

It is vital to the individual company that the parties, through discussions, find practical forms of co-determination and co-influence in accordance with the intentions and provisions of government laws and regulations and the agreements.

5.2 Regular information to the employees

The company management shall keep the employees informed on a regular basis of matters directly related to their workplace and day-to-day operations.

5.3 Establishment of working groups etc.

When working, project and steering groups are established and such groups are not a permanent part of the organisational structure, the employees concerned shall be ensured real influence. Shop stewards shall be ensured real influence on the composition and mandate of the group.

The shop stewards themselves shall appoint (an) employee representative(s) among the employees concerned.

5.4 Co-operation on action for persons handicapped in the choice of occupation

The employer shall co-operate on action under section 13 subsection 5 of the Working Environment Act with any person handicapped in the choice of occupation and, providing that person agrees, with shop stewards and any rehabilitation committee in the company.

5.5 Discussions and meetings regarding conditions in the company

The company management shall, as early as possible, discuss matters regarding the financial and operational position and development of the company with the union's executive committee, matters directly related to the workplace and day-to-day operations, the use of leased labour, the contracting-out of work, and the general wage conditions in the company. Furthermore, the company shall discuss with the executive committee any reorganisation which is of importance to the employees and their working conditions, including important modifications of production routines and methods, issues regarding employment, including plans for expansion and reduction, merger, division, total or part sale of activities, closure or legal reorganisation.

5.6 Monthly meetings

Meetings under section 5.5 shall be held as early as possible and at least once per month unless otherwise agreed, and otherwise when requested by shop stewards.

5.7 Information to the shop stewards of subcontractors

The company shall also ensure that the shop stewards of any subcontractors receive the same information as referred to in section 5.5.

5.8 New owners of the company

The company management shall ensure that meetings are held between shop stewards and the new owners to discuss the take-over and whether the collective agreement is to remain in force. If the management considers closing down the company, the possibility of continuing operations, including the question of the employees taking over operations, shall be discussed with the executive committee of the union.

When a limited liability company changes owners, the management, as soon as it receives reliable information, shall inform the shop stewards if the acquirer takes over more than 1/10 of the share capital or shares representing more than 1/10 of the votes in the company, or becomes the owner of more than 1/3 of the share capital or shares representing more than 1/3 of the votes. The management shall ensure that the new owners inform the employees of their plans as soon as possible.

5.9 Co-operation in groups of companies

If plans for expansion, reduction or restructuring may also significantly affect employment in companies within a group, the group management shall discuss these issues as soon as possible with a co-ordinating committee of shop stewards in the group, irrespective of whether the companies are bound by a common agreement. The group management may summon representatives of the management of the companies concerned. Such discussions shall also be held regarding issues relating to the financial and operational position and development of the group.

Representatives of the employees shall be given the opportunity of presenting their views before the group management makes its decisions. In cases where the group management finds it impossible to take the views of the employee representatives into account, it shall state its reasons for not doing so. Minutes of the discussions shall be kept and shall be signed by both parties.

Industri Energi and NSA emphasizes the importance of a decent and sustainable working sector. The parties refer in this regard to the principles that the OECD Guidelines for Multinational Enterprises and the UN Global Compact is based on. Relevant companies are encouraged to put such principles as the basis for their activities home and abroad.

5.10 European Works Council

The parties also agree that liaison and co-operative arrangements are needed in enterprises or groups of companies with operations in several countries. Reference is made to the rules concerning European Works Councils etc.

Reference is made to the at any time valid regulations on European Works Councils.

5.11 Liaison meetings with the board of the holding company

In a company owned by an enterprise (Limited Liability Company, co-operative society etc.) a liaison meeting shall be held between the board and the shop stewards when so requested, unless the parties agree on a different arrangement. The purpose of these meetings is to promote co-operation and mutual trust by discussing matters of interest to the company and its employees and to allow shop stewards an opportunity of presenting their views directly to the owner's representatives on the board. As many board members and shop stewards as possible should attend these meetings. The manager of the company or his deputy shall convene, organise and attend the meetings. The meetings shall not impinge on the rules for the settlement of disputes, ref. Chapter II. Summaries of the meetings shall be written and signed by the parties.

5.12 Disclosure of the company accounts

The accounts of the company shall be submitted to the shop stewards when they so request. The annual report and accounts shall be submitted to the shop stewards immediately after being adopted. The shop stewards shall also be allowed to examine matters relating to the financial position of the company insofar as the shop stewards need such information to safeguard the interests of the members. If a company introduces a wage system, which requires insight into financial matters of relevance to the system, the shop stewards shall have access to information enabling them to gain such insight. The same applies to a wage system based on job evaluation. In these cases the shop stewards shall be involved in the preparation of the criteria for such a system. If the shop stewards wish to employ an external advisor, the company management shall be informed. Shop stewards may raise the question of whether the company is to pay the expenses in full or in part. If the shop stewards, in agreement with the company, employ an advisor when examining accounts, annual reports etc., the person in question shall have access to the necessary records and information. If the advisor has access to confidential information, this information shall not be used for purposes beyond the assignment.

Entered in the minutes:

Accounts mean accounts required to be submitted to the authorities and/or shareholders. The company may, if necessary, require the company shop stewards to observe professional secrecy regarding information they receive about the financial position of the company under section 5.12 second sentence. Such professional secrecy shall be observed also in respect of the shop steward's members.

5.13 Purpose of the obligation to inform

The parties refer to the fact that the obligation to inform under the present chapter is based on the natural requirement of the employees to be informed of their future working situation and the possibility of their shop stewards to safeguard their interests in this respect. The main organisations would therefore emphasise the necessity of the parties in the individual companies taking this obligation to inform seriously.

5.14 Breach of rules relating to information and discussion

The main organisations emphasise the importance of complying with the Basic Agreement's rules relating to information and discussion. The parties have therefore found it appropriate to lay down provisions to ensure that compliance.

A serious breach of the rules relating to information and discussion contained in chapter V section 5 – 9 of the Basic Agreement shall be punishable by a fine in accordance with the provisions of the present section. If a shop steward receives confidential information under the provisions of chapter V section 5 – 9, a serious breach of the shop steward's loyalty obligation shall be treated in accordance with the provisions of the present section.

Where a serious breach allegedly occurs within the meaning of the second paragraph, the parties shall follow the procedural rules laid down in chapter 2 of the Basic Agreement.

If the parties have completed negotiations under chapter 2 of the Basic Agreement and disagree whether a breach within the meaning of the second paragraph has occurred, the organisations can, within 1 month of completing negotiations, refer the dispute to the committee mentioned in the sixth paragraph.

If the parties agree that a serious breach has in fact occurred in accordance with these provisions, they can agree on the sanctions to be imposed. If the parties fail to agree on sanctions, either party can refer the dispute to the sanctions committee mentioned in the sixth paragraph below.

The parties shall jointly appoint a committee consisting of five members. The parties shall appoint two members each. The leader of the committee shall be appointed by the Chief State Mediator.

The committee shall state the reasons for its decision, and may impose a fine. In determining the amount of the fine, the committee shall pay attention to the question of fault, the seriousness of the breach, financial standing and other relevant matters. The committee shall furthermore consider whether the defendant has redressed or attempted to redress the alleged serious breach. The amount of the fine shall not exceed NOK 300.000,-

The committee's decision shall not be subject to appeal.

The term of office of the committee shall correspond to the period of validity of the Basic Agreement.

The fine shall be paid in equal parts to the main organisations' education and development fund.

The provisions of this section do not entail any restriction in the parties' possibilities of demanding compensation for financial loss.

Addition to the record of proceedings:
The parties agree that the present provisions have been introduced as a trial arrangement for the period of validity of the Basic Agreement and that the parties shall evaluate experiences with these provisions before the expiry of the agreement period."

Chapter VI

Employment

6.1 Working conditions, dismissal and discharge of the employees

Before making decisions in matters relating to workers employment and working conditions the issues should be discussed with the union representative.

In case the management finds itself unable to take into account the representatives arguments, it shall give reasons for their view. Protocol from the meeting shall be drawn up and signed by both parties.

In matters under this section the executive committee shall be informed of the reason for the measures taken and its probable legal and financial consequences and the implications for the working situation of the employees. The parties agree that employees who are summoned by the company may bring the union representative, see sec 4-4,2nd sentence.

Before the employer decides to dismiss or discharge an employee, the matter shall, if practicable, be discussed with the employee and the shop steward, provided the employee has no objection. Dismissal in connection with reductions shall in any circumstance be discussed with the shop stewards.

Vacant and newly established positions which are to be advertised externally shall normally also be announced within the company in such a manner that the company's employees are given the opportunity of applying.

6.2 Company seniority in cases of reduction of the workforce

In connection with dismissal as a result of reductions/reorganisation the company seniority rule shall be followed under otherwise equal conditions. If the company, in connection with reductions of the workforce, finds reasons to depart from the seniority rule and the shop stewards find these reasons to be invalid, the matter may be subject to negotiations between the organisations. If the shop stewards, within 3 days after the conference, request negotiations, the disputed dismissals shall be deferred until negotiations between the organisations have been held.

6.3 Period of notice in the event of insufficient information

If the obligation to inform under Chapters V and VI has not been complied with according to what is relevant to the dismissal, an employee dismissed shall be entitled to 2 months' regular earnings as from the date on which the shop stewards were informed of the dismissal even if the employee resigns at an earlier date. If the employee dismissed has a period of notice longer than 1 month until the end of a calendar month, he shall be entitled to not less than 3 months' wages (regular earnings).

6.4 Priority in case of new appointments following reductions

If new employees are appointed during the first year following reductions, the employees who had to resign shall have priority for appointment unless valid grounds exist to depart from this, as laid down in laws and regulations. Previously earned service seniority is retained. The shop stewards shall be consulted in advance in the event of departure from this rule.

6.5 Extended working hours for part-time employees

If the company needs more manpower, consideration shall be given to the wish of any part-time employees to extend their working hours.

6.6 Improper conduct on the part of employees

Employees are under no obligation to work with or under the direction of persons who have shown such improper conduct as to warrant their removal according to prevailing opinions in working life or in society in general. In such events the parties concerned shall discuss the matter as soon as possible. If the parties fail to reach agreement in these discussions, no work stoppage or other industrial conflict shall occur, but the dispute shall be subject to further proceedings according to the rules laid down in Chapter II.

Chapter VII

Lay-offs

7.1 Terms and conditions

Lay-offs are permitted:

a) when the parties are agreed in accordance with section 4.7,

b) when operations have to be totally or partially stopped due to various natural causes or other unforeseeable events,

c) when the company has no employment and the matter does not come within the scope of item b), and when a ship or offshore unit is docked at yard for more than 30 days,

d) when a conflict involving some of the company's employees makes it impossible to occupy other employees effectively,

e) when necessary for the company for other valid reasons.

7.2 Principles

Under otherwise equal conditions employees shall be laid off according to seniority in the company within the individual wage agreement area on the Norwegian shelf. This provision does not preclude the use of rotating lay-offs.

Companies which have more than one unit within the same wage agreement area on the Norwegian shelf, and which, if relevant, carry out assignments on more than one unit, shall relocate employees to the other units, if necessary superseding employees having shorter seniority on the other units.

This does not apply if the company at the time of laying-off establishes as probable that the lay-off period will be of shorter duration than 12 weeks. In such cases the lay-off can be effected on the unit in question alone. If at a later stage the lay-off period proves nevertheless to be of longer duration than 12 weeks, the company, unless the parties agree otherwise, shall immediately relocate laid-off workers with the longest seniority, if necessary superseding employees having shorter seniority on the other units.

7.3 Notice

In the event of lay-offs the individual employee shall be given 14 days' written notice by registered letter, unless the shop stewards and the company agree on another appropriate arrangement, such as a notice posted in a conspicuous place at the workplace. The term of notice shall be calculated from 2400 hrs. on the day when notice is given. Lay-offs under section 7.1 item b) shall nevertheless be preceded by 2 days' notice.

The term of notice referred to in the first paragraph of this section does not apply if agreement or work regulations authorise the application of shorter terms of notice. Neither does the term of notice apply to lay-offs due to a conflict at another company or a conflict contrary to the collective agreement at own company. The company is nevertheless required to give as long a notice as possible even in these cases.

In the event of non-regulation absence of such extent that it makes it impossible for the company to occupy employees in a financially justifiable way at the same workplace or with other work within the company, the term of notice referred to in the first paragraph of this section shall not apply.

7.4 Duty to consult shop stewards

Prior to notice of lay-off being given the shop stewards shall be consulted in accordance with the provisions of this chapter. Minutes shall be taken at the conference, to be signed by both parties. The same applies if the company, when re-instating workers, wishes to follow other rules than those followed when the lay-off was implemented.

When under the rules of section 7.3 first para. employees are to be given notice before the lay-off takes effect, the term of notice does not become effective until after such consultation has been held.

7.5 Form and content of the lay-off notice

The lay-off notice shall state the beginning of the lay-off period (ref. nevertheless the provisions regarding conditional notice) and how long the lay-off is likely to last. If this is not possible, a time shall be fixed for the necessity of continued lay-off to be discussed with the shop stewards. Such discussions shall be held at least every other month.

Note
The parties refer to the fact that the institute of lay-off is based on an assumption of limited duration. The parties consequently emphasise the necessity of the company and the shop stewards continuously assessing whether conditions for continued lay-off exist or whether dismissals should be effected.

A notice regarding a conflict at the company (ref. section 7.1 item d)) shall state, as far as possible, which employees will be affected by a possible lay-off, and the individual employees who are laid off shall receive firm notification as well in advance as possible.

7.6 Failure to observe terms of notice

If the company effects lay-offs without observing the terms of notice referred to in section 7.3 first para., it shall pay the employees their regular wages until the expiry of the term of notice.

7.7 Attestation of lay-off

When employees are laid off they shall, upon request, be given written attestation by the employer. Such attestation shall state the reason for the lay-off and, where possible, the beginning and probable duration of the lay-off period.

7.8 Employees' association with their employer

When employees are laid off in accordance with these provisions, they are still associated with the company and have the right and the duty to resume work with the company as long as the employment contract has not been formally terminated according to rules otherwise in force.

7.9 Obligation to work during period of notice

If the company terminates the employment contract during the lay-off period, the employee is obliged to carry out work for the company during that period, unless a new employment contract preventing this has been made. If the obligation to work lapses for this reason, payment for the period of notice lapses as well.

7.10 Non-reinstated employee

If an employee whose employment relationship has not been terminated during the lay-off period is not reinstated at the expiry of the lay-off period, the company is required to pay that employee his wages for the relevant period of notice. If an employee who is laid off for more than 3 months and until further notice resigns to take up another position, he may resign without giving notice.

7.11 Notification when re-instating employee having other work

An employee having other work during the lay-off period shall be given not less than 5 days' notification before being reinstated.

7.12 Company shop stewards

In connection with lay-offs the company shop stewards shall be considered as having the longest seniority for the purposes of section 7.2.

7.13 Termination of the employment relationship

The rules laid down in Chapter 7 shall not prevent the employer or the employee from terminating the employment relationship under rules otherwise in force.

Chapter VIII

Leaving certificate

8.1 Employees leaving as a result of lawful termination of employment relationship

When an employee leaves a company as a result of lawful termination of the employment relationship, whether this is of his own wish or whether he has been dismissed, regardless of the reason, he shall be given a certificate relating to the time of his employment in the company in accordance with applicable legislation. If the employee so demands, the certificate shall also contain references to the tasks he has had in the company.

8.2 Leaving certificate following dismissal

An employee who is dismissed is also entitled to a leaving certificate, but the employer may then, without stating the reason, mention in the certificate that the employee has been dismissed. If the employee so requests, the employer shall consult the shop stewards beforehand.

Chapter IX

Special agreements

9.1 Applicability of special agreements

Written special agreements regarding wages or working conditions made between the company management and the representatives of the employees bind the parties until terminated in writing. This does not apply if the special agreement is contrary to the collective agreement made applicable to the company as a result of negotiations between the organisations.

9.2 Termination of special agreements

A special agreement may be terminated at any time with not less than 1 – one – month’s notice, unless otherwise provided in the special agreement or the collective agreement. Negotiations are assumed to have been held prior to the notice of termination, or negotiations are assumed to have been demanded but have not commenced within 14 days.

9.3 Special agreements applying parallel to the collective agreement

A special agreement, which is agreed or assumed to apply as long as the company's collective agreement is in force, continues to apply in the subsequent period of validity of the collective agreement, unless the parties when revising the collective agreement agree to terminate or amend the special agreement.

If the special agreement has the same period of validity as the company's collective agreement, local negotiations to revise the special agreement may be demanded during the period of validity of the collective agreement. If no agreement is reached, the matter may be brought before the organisations under sections 2.3 and 2.4 of the Basic Agreement. If agreement is still not reached, either of the local parties may terminate the special agreement, with the same period of notice, at the expiry of the period of validity of the collective agreement.

Section 6 subsection 3 last paragraph of the Labour Disputes Act applies correspondingly to the termination of a special agreement applying parallel to the company's collective agreement. The wage and working conditions laid down in the special agreement therefore apply while negotiations and mediation for a new collective agreement is in progress.

Chapter X

Safety delegates and senior safety delegates

10.1 Organisation of safety work

Safety work shall be organised and carried out in accordance with the provisions of applicable laws and regulations. The work of the elected safety delegates shall be facilitated so that the intentions of the law are complied with.

10.2 Transfer of safety delegates

Transfer of safety delegates shall take place only when necessary for operational reasons. Prior to such changes the safety delegate concerned shall be informed of the change and the reasons for it.

In the event of permanent transfer, the safety delegate in question and the union shall be informed of the change and the reason for it, no less than four weeks prior to transfer, in order that any disagreement may be entered in the record of proceedings and be discussed with Industri Energi.

10.3 Co-operation of safety delegates when several employers are involved

The safety delegates of shipping companies, operator-, contractor- and subcontractor companies shall co-operate on the solution of problems involving several employers. This provision neither supersedes nor conflicts with the rights and responsibilities of the safety delegate under laws and/or regulations.

10.4 Election and number of safety delegates

Reference is made to existing legislation for the number, existence and election of safety delegates and senior safety delegates.

10.5 Co-ordinating safety delegate in the event of serious offshore accidents

In the event of a serious offshore accident, and if the nature of the accident is such that public authorities find it necessary to proceed offshore, the co-ordinating senior safety delegate shall be contacted as early as possible and be given high priority for transport to the scene of the accident.

10.6 The right of the safety delegate to leave the workplace

Safety delegates have unhindered access to their safety area. If the safety delegate has to leave his workplace, his immediate superior shall be notified in advance or as soon as possible.

10.7 Overtime for safety work during leisure time

Safety delegates shall be paid overtime in accordance with current overtime rates when required to carry out safety work outside regular working hours. This does not apply to training courses.

10.8 Election of co-ordinating senior safety delegate

In companies having several senior safety delegates one or more co-ordinating senior safety delegates shall be elected. The co-ordinating senior safety delegate shall be appointed by the union where the union organises more than half the employees having the right to vote in an election for safety delegates. If two or more unions together organise the majority, these shall appoint the co-ordinating senior safety delegate. If no union by itself or together with other unions organises half the employees, the senior safety delegates shall elect the co-ordinating senior safety delegate. Persons eligible as senior safety delegate are also eligible as co-ordinating senior safety delegate.

10.9 Senior safety delegate in full-time/part-time employment

The parties wish to point out that arrangements shall be made in the company for the protection and safety system to fulfil its functions in the company as well as on the individual units. Subject to local conditions in the individual company, the necessary arrangements shall be made for the establishment of a coordinating senior safety delegate/senior safety delegate on full-time/part-time.

Senior safety delegates in full-time/part-time employment are subject to the same conditions and are paid as shop stewards in full-time/part-time employment.

Especially in companies with multiple units within the scope of the main agreement it is important that the co-ordinating role is given sufficient resources.

Chapter XI

Working environment committee

11.1 General provisions

Working environment committees shall be organised and shall function in accordance with applicable laws and regulations. The work of the working environment committees shall be facilitated so that the intentions of current legislation are complied with. The parties emphasise the importance of preventive work for health, the environment and safety in companies.

11.2 Representation

The employer and the employees shall be represented as laid down in the legislation.

11.3 Remuneration for meetings in the working environment committee

When meetings in the working environment committee and other meetings with the employer relating to the position as working environment council representative are held during the regular working hours of a member, no deductions shall be made in the wages of that member. For meetings held during the leisure time of the individual members, the person concerned shall be paid as for safety meetings under the collective agreement. Shore employees who attend during their leisure time shall be remunerated with overtime pay.

For meetings held during the individual member's leisure time the person in question shall receive payment as for safety meetings under the wage agreement. Where such meetings fall within the leisure period of offshore employees, overtime remuneration shall be paid for the time actually spent, but no less than 4 hours.

Chapter XII

Training and leave of absence for educational purposes

12.1 Working environment training

Employees' representatives on working environment committees, safety delegates and first-line supervisors within the individual safety area shall be given training in accordance with this provision. New personnel who are to receive training should commence basic training within 6 months, and in any case within 12 months.

Basic training shall provide training in working methods in safety and environment work, insight into the Working Environment Act and an awareness of factors such as noise, ergonomics, lighting, climate, hazardous substances, work organisation and adaptation, psychosocial matters such as bullying and sexual harassment, and protection against accidents. As far as practicable the training shall relate to the actual working environment of the participants and promote co-operation with safety and health personnel. Training material made jointly by the parties should preferably be

used, but other material may be used. All personnel subject to the present agreement shall undergo basic training of at least 40 hours' duration.

Further training shall be given in subjects of special importance to the working environment in the individual company. In this connection special opportunities shall be given for the further training of senior safety delegates.

Every year the working environment committee shall prepare a plan for the environment training in the company, to form part of the company's action programme for improving the working environment. The plan shall include the persons who are to receive training, the sort of training to be given and the persons who are to be responsible for ensuring that training is given. The company management may authorise the working environment committee to determine the implementation of training.

Training shall preferably be given during working hours. If carrying out training during regular working hours involves considerable hindrance to the company, training may take place outside regular working hours. The employer shall cover all expenses in connection with training under the present agreement, such as course expenses, any daily allowance and travel expenses and loss of earnings. Travel expenses and daily allowance should be kept as low as possible. Employees who are not employed on full time shall receive wages for the number of hours of the course duration. If training takes place during leisure time, wages shall be paid as for regular working hours with no overtime bonus.

12.2 Development of human resources

Supplementary and further training is a particularly important measure to develop the competitiveness of the company.

The individual company shall present its objectives for future development as the basis for identifying the need for human resources. It is the responsibility of the company, in co-operation with the employees, to carry out identification and to initiate any measures. The identification is updated usually once per year. Where there is a gap between the company's present resources and the future needs, this gap is assumed to be bridged by means of relevant training measures or other measures. The costs of supplementary and further training in accordance with the company's needs are the responsibility of the company. The company and its employees are all responsible for adequately bridging any gap in human resources.

12.3 Leave of absence for educational purposes

If education, which is of value to both the person concerned and the company, requires full or partial leave of absence, this shall be granted unless special reasons exist to prevent it.

Employees who have worked for at least 3 years and have been employed by the employer for the last 2 years, are entitled to educational leave in accordance with the Working Environment Act sec 12-11

When applications for such leave of absence are considered, all employees or groups of employees shall be assessed according to the same criteria, including cases when the application is also for financial support.

Applications for leave of absence should be answered within 3 weeks. If the application is refused, the reasons for the refusal shall be stated.

When an employee returns to the company following completed education of up to 3 years' duration, that employee is – if practicable – entitled to a position which is equivalent to the position held by that person before commencing education. If the education is of more than 3 years' duration, a special agreement shall be made regarding the type of work, which the person shall return to.

Employees on educational leave who interrupt their education are entitled to return to work in the company as soon as practicable.

These provisions shall not limit the rights laid down in the Working Environment Act chapter 12.

Chapter XIII

Personnel files and control measures

13.1 Registration of personal data

Discussions shall be held between the parties in the individual companies regarding the personal data, which the company may register, the method of storing the data and the use of such data. Any registration must be justified by valid considerations. Personnel files shall be treated confidentially. The rules applied must be in accordance with provisions laid down in legislation.

13.2 Design of control measures

The need for and the design and introduction of in-company control measures shall be discussed in the company. Video surveillance must be justified by valid considerations based on the requirements of the activity in the enterprise under surveillance. Such surveillance should be avoided to the greatest possible extent. The parties should reconsider at regular intervals any control measures implemented. If the company is to implement control measures subject to the Act relating to security firms, an approved security firm shall be used in accordance with the Act.

The parties also refer to the Working Environment Act chapter 9 regarding control measures in the workplace.

Chapter XIV

Deduction of union dues

14.1 Deduction of union dues

The company shall ensure deduction of ordinary and extraordinary union dues as well as contributions to insurance schemes as agreed by the parties, for the employees

unionised in Industri Energi for the period during which they are paid wages. The shop stewards or the union shall provide the company with a specification of unionised employees for whom deductions shall be made. The shop stewards and their organisation are responsible for ensuring that the specification is correct at all times.

The parties may agree locally to split the union dues between the federation and the local union in accordance with a formula provided to the company by the federation.

14.2 Content of deduction statements

Wherever practicable according to the company's computer system the deduction statements shall contain the social security identification number (11 digits), name, amount deducted and notes. The space for notes should be used for statements referring to whether the person has joined during the period, left during the period, left for or returned from initial military service/civil defence service, amount deducted so far, transfer to disability insurance, retirement pension or agreed early retirement and/or any other information agreed by the parties. Deduction statements shall be sent to Industri Energi on a monthly basis. When practicable they shall be in alphabetical order and shall be sent on a diskette. For companies having difficulties in fully complying with these rules the parties shall agree on necessary adjustments.

14.3 Liability for incorrect deductions

The parties agree that no financial liability rests on NSA, the companies or anyone employed by the companies for amounts, which have not been deducted due to errors or misunderstandings. Industri Energi may discuss with NSA cases in which a company, in the opinion of Industri Energi, has failed to deduct union dues in accordance with these provisions.

Chapter XV

New collective agreement during the period of validity of the collective agreement

15.1 New companies within NSA

Companies which with all or parts of their operations join NSA during the period of a collective agreement become subject to the existing agreement between LO and NSA for the same category of operation if NSA or LO so demand. For the purpose of determining the category of operation the operational and working conditions as well as the performance of the work shall be taken into account. The designation of the company shall not be decisive, as the main purpose is to adopt the collective agreement which is most suitable to the company in terms of production and sector of industry.

NSA shall as per February 1st each year submit an updated list of member companies that have operations within the scope of the parties collective agreements and specify which companies the Agreement(s) are applicable to.

15.2 Non-conformity with the collective agreement made applicable

Where the wage rates of the collective agreement in question cannot be applied immediately and naturally, or in the absence of wage rates for some categories, or

where special conditions require the inclusion of provisions which do not exist in the collective agreement made applicable, negotiations shall be held between the organisations.

15.3 Arbitration committee

If the parties fail to reach agreement as laid down in sections 15.1 and 15.2, the matter shall be decided by a committee consisting of one representative of each of the parties and an impartial arbitrator appointed by the parties jointly. If these fail to reach agreement the Chief State Mediator shall appoint an arbitrator. If the choice is between agreements to which no other union within LO is party, Industri Energi shall appoint LO's party representative.

15.4 Modifications to the nature of operations

The above rules (sections 15.1-15.3) also apply if the consequences of modifications to the nature of operations, to the nature of the performance of the work or to working conditions are such that the current collective agreement is no longer the agreement which is most suitable to the company.

15.5 Absence of applicable agreements

If the parties or the committee find that none of the collective agreements invoked is applicable, the dispute shall be settled in accordance with section 6-3 of the Labour Disputes Act.

15.6 Company bound by special agreement when joining NSA

If under Norwegian law a newly joined company is bound by a special agreement, this agreement shall apply until its termination. The company shall ensure that the special agreement is terminated as soon as possible.

Chapter XVI

Conflicts

16.1 Work stoppage/termination of employment

In connection with revision of the collective agreement or notice of work stoppage/termination of employment in accordance with the Labour Disputes Act, NSA and LO will accept as valid notice of stoppage/termination for the employees an exchange of notice between both organisations or their associated unions, when the main organisations have been notified of the notice. Both parties undertake to give not less than 14 days' notice. The form and content of the notice of stoppage/termination shall be in accordance with section 28 of the Labour Disputes Act.

The final notice to cease work (the final extent of the stoppage) shall be given with at least 4 days' notice and no later than in connection with a demand for termination of mediation under section 36 of the Labour Disputes Act.

A notice to extend the dispute shall similarly be given with at least 4 days' notice by either party.

Where a mediation proposal is rejected, a notice to cease work can be effected at 4 days' notice, unless the parties agree otherwise. The notice can be given before the expiry of the time limit for reply.

16.2 Stoppage/termination of employment for units outside Norwegian territory

For units, which are not situated in a Norwegian port, in Norwegian territorial waters or the part of the continental shelf under Norwegian sovereignty notice of termination/stoppage may be given only when the stoppage has otherwise become effective in accordance with the rules of the next section. Notice of termination shall then be not less than 14 days. This provision does not apply when there are no units with operational crew subject to this Basic Agreement in the area in question at the relevant time.

16.3 Scope of stoppage

Industri Energi undertakes not to effect any stoppage for employees serving as platform manager. Nor may stoppage be effected for units outside North European waters (south of Brest).

16.4 Exchange of information in the event of stoppage/termination of employment

At the request of the company the shop stewards in the individual company or Industri Energi centrally shall give, within 48 hours, a comprehensive statement of who is subject to the stoppage. LO or Industri Energi may for this purpose require a complete list of employees subject to the agreement. The statement is final unless the parties agree otherwise.

16.5 Commencement of work stoppage

The work stoppage becomes effective from 2400 hrs. on the day for which it has been announced.

16.6 Transport ashore during work stoppage

Those who are subject to the stoppage and who are on board a unit are not entitled to go ashore until this may be arranged at the earliest convenience without extra transport costs, but by the expiry of their regular stay period at the latest. They shall be catered for in the usual way until their departure from the unit.

16.7 Wage conditions during work stoppage

Wages are not paid during work stoppage. Wages are calculated at 1/11 of the monthly pay for every day the employee concerned was to have been at work. While work is in progress under section 18.3, the work stoppage is not considered effective in terms of wages for those employees who are at work.

16.8 Voting procedures for proposed agreements

Only those persons who are bound by an agreement may participate in a ballot.

This provision is without prejudice to the right of either of the parties to lead and terminate the wage settlement and conflicts under the rules or by-laws currently in force in the organisations.

Chapter XVII

Sympathy action

17.1 The right to take sympathy action

The provisions regarding industrial peace in the collective agreements do not restrict the right of companies or employees to participate in a work stoppage in Norway carried out in support of another lawful conflict in Norway provided that NSA or LO have given their consent. Before any consent is given, negotiations shall be held between these organisations regarding the expansion of the main conflict.

17.2 Negotiations and notice

Negotiations shall be held within 4 days of being requested.

Notice of work stoppage shall be as laid down in section 16.1.

17.3 Support for employees in non-NSA companies

The period of notice shall be 3 weeks in the case of a sympathy strike in NSA member companies in support of employees of companies, which do not belong to any employers' organisation. If LO calls a sympathy strike among NSA members because of a conflict in a non-NSA company, LO shall at the same time call a sympathy strike in similar non-organised companies where such companies exist, but the number of employees involved in the sympathy strike in the other companies shall be approximately the same as the number of employees at the workplaces that are NSA members. The main organisations may agree on exceptions to this rule.

The right of LO to call a sympathy strike in companies that are NSA members in support of demands against non-organised companies applies subject to the demands not going beyond NSA's collective agreements for similar operations.

17.4 Unconditional notice of walkout/work stoppage

Notice of walkout/work stoppage under this chapter shall be unconditional, unless the main conflict concerns the right to have working conditions determined in the form of a collective agreement at companies where at least half the employees in the part of the operation and/or the category of posts for which an agreement is requested are unionised in a union affiliated to LO.

17.5 Conditional work stoppage – conflict to protect the freedom of association

If the objective of the conflict is to protect the freedom of association, LO or Industri Energi have the right to use conditional notice of walkout irrespective of the number of members.

17.6 Sympathy action as part of a boycott

The above provisions in sections 17.1-17.5 are without prejudice to the employees' right to cease work as part of a lawful boycott.

Chapter XVIII

Work during a conflict

18.1 Agreements on safety manning etc.

The main organisations assume that, where needed, and well before the expiry of the collective agreement, an understanding is reached at the individual company, or within a specific sector covered by the collective agreement, which regulates matters concerning the termination and restarting of operations in a technically proper manner and with due regard to protection, as well as work necessary to prevent hazards to life and health or considerable material damage. If public provisions regarding such agreements exist, the agreement shall comply with such provisions.

The company and the company shop stewards shall make local agreements on this subject. If no agreement is reached in local negotiations, the matter may be brought before the parties to the understanding. If no agreement is reached in these negotiations, or if one of the parties to the understanding does not approve the local agreement, the matter may be brought before the main organisations. The parties to the understanding may overrule agreements made locally, though not contrary to the restrictions regarding termination referred to in section 18.2.

18.2 Duration of agreements on safety manning etc.

Agreements made as referred to in section 18.1 apply until a new collective agreement enters into force and further until a new agreement has been made. The agreement may be terminated by giving 14 days' notice, but no later than one month before the expiry of the collective agreement in question.

18.3 Joint provisions regarding stepping down of operations

These joint provisions are regarded as an integral part of the local agreement insofar as they are relevant to the company or workplace in question.

All work shall be carried out as normal until the time when the work stoppage becomes effective.

If the consequences of the industrial conflict are such that it becomes impossible to continue operations, activities shall then immediately be stepped down to the extent and in the manner which is appropriate in terms of safety, and if necessary for safety reasons as required by the competent Norwegian or local authorities or operators.

If the operator and/or the company so demand, the connection between the borehole and the drilling unit shall be discontinued, i.e. riser pipes, guiding lines and counterbalance devices shall be removed, and any blow-out preventers raised, so that the drilling unit may leave the area if necessary.

On accommodation units all persons accommodated shall be transferred ashore as soon as practicable. They shall be catered for in the usual way until their departure from the unit.

For other types of unit the procedures for required safety measures should be specified in a local agreement.

(NSA's proposal for an obligation to bring the unit to shore was abandoned, as NSA regarded this as being according to current law. Industri Energi claimed that the duty to work during conflicts does not extend beyond the necessary safety work. This is the background of Industri Energi's refusal to include a duty to cooperate to bring the unit to shore. The unit cannot be demanded moved further than what is necessary for safety considerations).

Where offshore units are concerned, both the company and the employees have an obligation to comply with the provisions of the competent authority regarding safety manning on board. Where such provisions do not apply a local agreement shall determine how safety manning is to be maintained on the individual unit. For this purpose the unit shall be compared to similar units having safety manning as required by a public authority. The safety crew shall carry out work necessary to avoid hazards to human life or considerable material damage, or work required by the competent authority. This includes catering for persons accommodated on accommodation units necessary for similar reasons. It has been specifically laid down that for units subject to the Maritime Act the platform manager is responsible for assessing what is appropriate and necessary in terms of safety.

Chapter XIV

Joint provisions

19.1 Disputes concerning interpretation

Disputes concerning the understanding of this Basic Agreement may be brought before the Industrial Disputes Court. Only NSA and LO have the right to bring action under the agreement.

19.2 Situation of the parties

The Basic Agreement applies between the Norwegian Shipowners' Association (NSA) with its members on the one hand and the Norwegian Confederation of Trade Unions (LO), Industri Energi and all the union's local branches on the other.

The status between the parties laid down to the individual collective agreements is not affected or altered in any way by the Basic Agreement.

19.3 Scope

The Basic Agreement constitutes the first part of all collective agreements, which have been or will be established between Industri Energi and NSA.

The Basic Agreement also applies to the mobile offshore units that are NSA members (Norwegian-registered) and are in operation on foreign shelves insofar as this is referred to in a collective agreement.

19.4 Period of validity

This agreement enters into force on January 1st 2010, and remains in force until 31st December 2013 thereafter for 2 years at a time unless terminated in writing by one of the parties with 6 – six – months' notice.

Stavanger, 17th December 2009

THE NORWEGIAN SHIPOWNERS ASSOCIATION

THE NORWEGIAN CONFEDERATION OF TRADE UNIONS/

INDUSTRI ENERGI

Appendix 1

Addition to the Protocol of 2002 regarding amendment of the existing joint declaration on shop stewards

In the event of temporary staff reduction owing to curtailment of operations in the company, the local parties shall negotiate on the extent of the need to modify the company's existing shop steward system. In this connection account shall be taken of the expected duration of the staff reduction.

Addition to the Protocol of 2003 (2012) regarding modifications of the allocation formula in the joint declaration on shop stewards

Not less than 50 members	0,50 man-years
Not less than 100 members	1,00 man-years
No less than 250 members	2,00 man- years
No less than 400 members	2,00 man-years + office secretary
No less than 500 members	2,00 man-years + office secretary, alternatively 3,00 man-years with no office secretary
No less than 700 members	3,00 man-years + office secretary (the maximum number)

In companies with more than 400 members which per 1. June 2012 has already hired an office secretary, this can be retained regardless of the above distribution formula.

The term 'members' in this context mean permanently employed workers who are directly covered by the Basic Agreement and for which union dues are deducted by the company.

In companies with more than 1400 members it shall upon request, be negotiated on whether or not there shall be an increase of one full time shop steward.

Other provisions in accordance with the Joint Declaration of 29 June 1998 with later edits.

Appendix 2

Framework agreement on equality between women and men in working life

I. Purpose

Work on matters related to equal opportunities is important for utilizing human resources and promoting generation value.

As an element in achieving equality and equal opportunities, all employees irrespective of gender, must be afforded the same possibilities to use their abilities and talents. This must be on equal terms with regards to employment,salary,training and promotion.

The effort relating to equality is an executive responsibility and it must be anchored within top level management at the enterprise and be followed up by other executives, who must be evaluated based on achieved results.

The parties state that:

- Equality concerns attitudes and norms
- Equality requires co-operation between management and shop stewards
- Equality requires the ability to see the correlation between working life,family life and social life
- Equality shall be included in all strategy and planning documents

II. Duties of the central organisation

The work done by the central organisations in relation to gender equality is anchored in the legislative and agreement framework as well as in international conventions and directives.

The equality work done by the central organisations must be based on a universal concept. Therefore it is a precondition that the equality perspective be integrated in separate trades and that this is set forth in the documents for the central organisations strategies and plans.

It is the intention that the central organisations and their member organisations shall contribute to work being done locally by, for example, offering professional assistance with local development work, preparing information material, arranging courses/conferences, making speakers available, etc.

It is the parties' responsibility to work to implement the principles of the framework agreement and the initiative must be taken by the parties themselves on efforts and activities that can promote equality.

It is recommended that joint Industri Energi/ NSA efforts on equality give priority to activities which aim at investigating the connection between the world of work, gender roles in the labour market, the promotion of women's participation in decision making processes, and the elaboration of instruments aimed at tackling gender based wage differences.

III. 1. Responsibility of the parties

Equality has to do with culture and traditions and cannot be seen as separate and apart from the other activities of the enterprise. Equality can be achieved by efforts integrated in development work with each enterprise. The parties underline the importance of systematic, goal orientated work that is set forth in the strategy and planning documents prepared by the enterprise.

2. Organisation of local work

The local parties have a shared responsibility for the implementation of gender equality and shall pay special to emphasis on the following

- Ensure that women and men are given qualified tasks on equal terms
- Ensure that women and men are given equal opportunities for advancement within the enterprise
- Ensure recruitment of women to executive positions at all levels
- Ensure a better organisation and distribution of working time in order to promote equality

A survey and analysis of equality in the enterprise, including wage specified for Women and men must be implemented as a first step in this process, providing a background for forming visions, aims, action plans and measures.

Mapping and analysis must be in accordance with the Personal Data Act.

It is important to see the relationship between work and family life, and that parental leave is distributed better between parents. It is recommended that common gender equality in Industri Energi / NSA be given prioritised follow up of the agreement.

The Agreement on Measures for Gender Equality Framework signed between the European Social partners UNICE / UEAMPE, CEEP and the ETUC to look at the relationship between work, gender roles in the labour market, promoting the participation of women in decision-making and develop means to tackle gender-based wage differentials.

IV. Bargaining and negotiation obligation
Disputes concerning interpretation of this framework agreement and the local equality agreements shall be dealt with in accordance with sec 2 of the Basic Agreement.

Note:
The parties to ILO Convention No. 100 on equal pay for work of equal value, and Convention No. 111 on discrimination in matters of employment and vocational training, and the ILO Declaration on equality between women and men and the action plan for implementation of this Declaration. The parties also refer to the Law on Gender Equality.