

# BASIC AGREEMENT

between NHO/Finance Norway  
(Finans Norge) and the Finance Sector  
Union of Norway (Finansforbundet)

2024 – 2027





## **BASIC AGREEMENT**

between NHO and Finance Norway on one side and the Finance Sector Union of Norway on the other, effective from 1 January 2024 until 31 December 2027.

The English version of this agreement is for information purposes only, and the governing language shall always be Norwegian. In the event of inconsistencies between the Norwegian and English version, the Norwegian version shall prevail at all times.



# CONTENTS

<b>Chapter 1</b>	Parties, Application and Duration of the Agreement	7
<b>Chapter 2</b>	The Right to Organise and Industrial Peace Obligation	8
<b>Chapter 3</b>	Agreement Structure	10
<b>Chapter 4</b>	The Company-Level Agreement	12
<b>Chapter 5</b>	Special Agreements	16
<b>Chapter 6</b>	Labour Disputes	18
<b>Chapter 7</b>	Disputes	23
<b>Chapter 8</b>	Union Representatives (and the Company's Representatives)	26
<b>Chapter 9</b>	Generally on Content of Local Cooperation	34
<b>Chapter 10</b>	Handling of Employment and Annual Review of Employees' Pay Conditions	39
<b>Chapter 11</b>	Consultation Committee and Joint Committee	42
<b>Chapter 12</b>	Equal Rights and Diversity	47
<b>Chapter 13</b>	Individual Conditions	49
<b>Chapter 14</b>	Restructuring and Downsizing	51
<b>Chapter 15</b>	Temporary Lay-offs	53
<b>Chapter 16</b>	Working Environment Training in the Finance Sector	54
<b>Chapter 17</b>	Pay and Union Dues	57
<b>Chapter 18</b>	Company Employees' Personal Data	59
<b>Chapter 19</b>	The Finance Sector Union of Norway's Information and Development Fund	61
<b>Appendix</b>	Special Provisions for Insurance Agents	64



# **CHAPTER 1**

## **Parties, Application and Duration of the Agreement**

### **§ 1-1 Relations between the Parties**

The Basic Agreement applies between NHO and Finance Norway on one side and the Finance Sector Union of Norway on the other (the central bargaining parties).

### **§ 1-2 Application**

The present Basic Agreement shall form the first part of all collective agreements that have been or are entered into between the central bargaining parties. The Basic Agreement shall also form the first part of the individual company-level agreement, cf. Chapter 4.

### **§ 1-3 Duration of the Agreement**

The present Basic Agreement, which shall enter into force on 1 January 2024, shall be valid until 31 December 2026 and shall subsequently remain in force for a term of two years at a time unless it is terminated in writing by one of the parties at six months' notice. The terminated Basic Agreement shall remain in force until a new Basic Agreement has been adopted by the parties. If one of the parties so demands, bargaining shall be conducted on amendments to the present Basic Agreement two years after it has entered into force.

## **CHAPTER 2**

# **The Right to Organise and Industrial Peace Obligation**

### **§ 2-1 The Right to Organise**

The central bargaining parties mutually recognise the employers' and employees' free right to organise.

### **§ 2-2 Industrial Peace Obligation and Subsequent Consequences**

Work stoppages or other means of industrial action shall not be permitted for as long as the General Agreement/Debt Collection Agreement remains in force and until any mediation has been attempted pursuant to Chapter 3 of the Labour Disputes Act. The rules of the General Agreement/Debt Collection Agreement shall apply until a new Agreement has been entered into between the central bargaining parties and pursuant to Section 8 (2) and (3) of the Labour Disputes Act.

### **§ 2-3 Relations between the Organisations**

- (1) Union Representatives in the company may receive advice and information from the Finance Sector Union of Norway for use in their work in the individual company. The Finance Sector Union of Norway's regional branches shall not be entitled to demand financial advantages for the employees in the individual companies.
- (2) NHO/Finance Norway or the Finance Sector Union of Norway shall not be entitled to raise matters connected with pay and working conditions with members of the other organisation without the consent of the other organisation.



- (3) If representatives of the Finance Sector Union of Norway wish to have access to one of the member companies of NHO/Finance Norway in accordance with no. 1, the company's management shall be notified hereof in advance; see, however, no. 2.

## CHAPTER 3

### Agreement Structure

#### § 3-1 Agreement Structure

(1) The Agreement structure consists of the following parts:

- Basic Agreement, cf. Clause 3-2
- General Agreement/Debt Collection Agreement, cf. Clause 3-3
- Company-level agreement, cf. Clause 3-4
- Any special agreements – local collective agreements that do not form part of the company-level agreement, cf. Clause 3-5

(2) Finance Norway and the Finance Sector Union of Norway may agree to grant exemptions from this agreement structure upon an application for this.

#### § 3-2 The Basic Agreement

The present Basic Agreement shall, together with the rules of the Labour Disputes Act, form the basis and lay down the bargaining rules for the formation of collective agreements. The Basic Agreement also contains provisions on the relations between the parties and on Union Representatives' rights and obligations. In addition, it forms the basis for cooperation between the parties in the individual company.

### **§ 3-3 The General Agreement/Debt Collection Agreement**

The General Agreement/Debt Collection Agreement contains rules on collective pay and working conditions for employees in member companies of NHO/Finance Norway. The rules of the General Agreement/Debt Collection Agreement shall be viewed in connection with the rules on pay and working conditions laid down in the individual company-level agreement, cf. Clause 3-4.

### **§ 3-4 The Company-Level Agreement**

The company-level agreement shall contain provisions on pay and working conditions that are not regulated in the General Agreement/Debt Collection Agreement or the Basic Agreement, cf. Chapter 4.

### **§ 3-5 Special Agreements**

Pay and working conditions or other working conditions can be determined in special agreements, cf. Chapter 5.

## CHAPTER 4

### The Company-Level Agreement

#### § 4-1 Formation of Agreement

A written company-level agreement shall be entered into in all member companies of NHO/Finance Norway. The company-level agreement shall be entered into between executive management and the Union Representatives in the company.

#### § 4-2 Contents

- (1) The company-level agreement shall contain rules on the items listed in no. 2 below. The company-level agreement need not contain rules on the items listed in no. 3, but if a demand has been made regarding such items, both parties shall be under an obligation to conduct actual bargaining on these items as well.
- (2) The individual company-level agreement shall contain rules on:
  - a. Specification of the scope, cf. Clauses 1 and 2 of the General Agreement/Debt Collection Agreement.
  - b. The company's working hours system, cf. Chapter 2, Joint Declaration, of the General Agreement/Debt Collection Agreement, and Clause 3.
  - c. Any rules in the company on night work and work on Sundays and public holidays, cf. Clause 4 of the General Agreement /Debt Collection Agreement.
  - d. The company's pay system, cf. Chapter 3, Joint Declaration, of the General Agreement/Debt Collection Agreement.
  - e. Application of the rules on a pay allowance for employees who act in a higher salaried position, cf. Clause 10 of the General Agreement/Debt Collection Agreement.
  - f. Application of the rules on overtime in connection with training and

information measures, cf. Clause 11 no. 7 of the General Agreement/Debt Collection Agreement.

- g. The decision-making areas/levels for which Union Representatives are to be elected, cf. Clause 8-3 of the Basic Agreement.
- h. Guidelines on time off for examinations and for preparation for examinations for full-time employees, cf. Clause 18 no. 1 b) and no. 3 of the General Agreement/Debt Collection Agreement.
- i. The use of any systems for collection of workload statistics/volume statistics, cf. Clause 18-3 of the Basic Agreement.
- j. The scope and implementation of Union Representatives' right to time off and relief from their day-to-day work, cf. Clause 8-6 of the Basic Agreement.

In addition to or instead of provisions in the company-level agreement, special agreements may be entered into on the themes listed above and on other themes (see Chapter 5).

(3) The individual company-level agreement may contain:

- a. Any rules on the application of the collective agreements to subsidiaries. In which case the positions that are part of the subsidiaries' executive management are to be stated, cf. Clause 1 no. 3 and 2 of the General Agreement/Debt Collection Agreement.
- b. Any deviating schemes from the rules on standard compensation, cf. Clause 5 no. 8 of the General Agreement/Clause 5 no. 7 of the Debt Collection Agreement.
- c. Any deviations from the rules on hourly compensation, cf. Clause 5 no. 12 of the General Agreement/Clause 5 no. 10 of the Debt Collection Agreement.
- d. Any deviating schemes for automatic advancement in connection with pay seniority, cf. Clause 9 no. 2 of the General Agreement/Clause 9 no. 2 of the Debt Collection Agreement.
- e. Any other schemes for employment procedures other than the establishment of an Appointments Committee, cf. Clause 10-1 of the Basic Agreement.

- f. Any practical implementation of a scheme other than the Consultation Committee, cf. Clause 11-1 of the Basic Agreement.
- g. Any deviating term of the company-level agreement, cf. Clause 4-3 of the Basic Agreement.
- h. Any deviating rules on the number of Union Representatives in the company, cf. Clauses 8-2 and 8-3 of the Basic Agreement.
- i. Any Contact Representative persons' tasks and duties, cf. Clause 8-5 of the Basic Agreement.
- j. Any other matters, provided that they were regulated in an existing special agreement, cf. Clause 5-1 no. 1 of the Basic Agreement.

In addition to or instead of provisions in the company-level agreement, special agreements may be entered into on the themes listed above and on other themes (see Chapter 5).

- (4) In the event of a direct conflict between the rules of the company-level agreement and the General Agreement/the Debt Collection Agreement, the rules of the latter shall take precedence.

### **§ 4-3 Duration of the Agreement**

The individual company-level agreement shall be valid for a term of two years, with a period of notice of three months, unless otherwise agreed by the parties to the company-level agreement. If the company-level agreement is not terminated in writing in accordance with the stipulated period of notice, it shall remain in force for a term of one year at a time.

## CHAPTER 5

### Special Agreements

#### § 5-1 Formation and Content

- (1) In the individual company, by agreement between management and Union Representatives, special written agreements can be established that apply to pay and working conditions or other working conditions. The rules in a special agreement may subsequently be incorporated in the company-level agreement if the parties agree on this.
- (2) A special agreement that is in conflict with the Basic Agreement, the General Agreement/the Debt Collection Agreement or the company-level agreement is invalid.
- (3) In the event of disagreement concerning the interpretation of special agreements, Clause 7-2 of the Basic Agreement applies.
- (4) Any disagreement on whether the rules in a special agreement are to be incorporated in the company-level agreement cannot be brought before a Dispute Resolution Board.

#### § 5-2 Duration of the Agreement

- (1) Special agreements shall be binding on the local parties until they have been terminated by written notice.
- (2) If the special agreement does not contain provisions on the duration of the agreement, it may be terminated at any time in writing with at least three months' notice. It is assumed that that the parties to the special agreement have conducted negotiations before the termination of the agreement. Termination may nevertheless take place if negotiations are required, but not completed within 14 days after the negotiations were requested.



- (3) However, any special agreement regarding Clause 4-2 no. 2 g) and/or j) cannot be terminated by such notice. If the procedure stipulated in no. 2 has not resulted in an agreement between the parties, the special agreement shall be considered to be a part of the company-level agreement.

## CHAPTER 6

### Labour Disputes

#### § 6-1 Termination of and Bargaining on the Basic Agreement

- (1) Means of industrial action cannot be used in connection with ordinary termination of, and bargaining on amendments to, the Basic Agreement.
- (2) However, this does not prevent demands being made for amendments to the Basic Agreement – after it has been terminated by notice and the bargaining has not produced a result – in connection with subsequent ordinary collective bargaining (main settlement). Such demands will then be dealt with in accordance with the rules that apply to ordinary collective agreement demands. Such demands for amendments may also be made in connection with any collective wage settlement between the ordinary collective bargaining (interim settlement) rounds if the parties so agree, cf. Clause 8 of the General Agreement/Debt Collection Agreement.

#### § 6-2 Collective Notice of Termination

- (1) The central bargaining parties will, if voluntary negotiations upon revision of the General Agreement/Debt Collection Agreement have not produced a result, accept as valid collective termination of employment a notification exchanged between Finance Norway and the Finance Sector Union of Norway. The mutual notice period is one month, unless the central bargaining parties agree on a shorter period of notice.
- (2) The form and content of the collective notice of termination shall be in accordance with Section 16 of the Labour Disputes Act.
- (3) Notification of collective notice of termination (the final scope of collective notice of termination) shall be given with at least 14 days' notice. The parties

shall also give notice of an extension of the labour dispute with at least 14 days' notice.

- (4) At the same time that a collective notice of termination is given, a list of the names of the employees who it is appropriate to call out on industrial action is presented to the individual company/local branch of the Finance Sector Union of Norway.

### **§ 6-3 Work in Connection with Labour Disputes – Independent Category**

- (1) The company may demand that named employees in a number stipulated below shall not be covered by collective notice of termination (independent category):
  - Companies with more than 1,000 permanent employees can demand a number equating to 2 per cent.
  - Companies with fewer than 1,000 permanent employees can demand a number of employees of up to 2 per cent; however, as a minimum one employee, if such companies have not appointed a deputy for the company's Chief Executive Officer.
  - The purpose is to prevent permanent loss of major values and assets, and the measure is, moreover, not intended to weaken the effect of any lawful work stoppage pursuant to the Labour Disputes Act.
- (2) Union Representatives as well as the union's and the regional branches' Board members cannot be included in the independent category in accordance with no. 1. If an employee included in the independent category is elected as a Union Representative in accordance with the above, the person in question can be replaced with another employee. Members of the Finance Sector Union of Norway cannot be selected for the independent category without their own express consent. After the collective termination of employment has taken place, and before a new collective agreement is adopted, changes in the independent category cannot take place unless the change is a consequence of a change of person in the relevant position.

- (3) The independent category list containing names and positions must be prepared in ample time before the voluntary negotiations start, and preferably by 1 February each year. Before the list is made known in the individual company, the Union Representatives must have approved the Finance Sector Union of Norway members who are listed in the independent category.

#### **§ 6-4 Work in Connection with Labour Disputes – Agreement on the Conclusion and Resumption of Operations**

- (1) The central bargaining parties presume that – if required – the individual company will prepare guidelines or enter into agreements, well in advance of the expiry of the General Agreement/Debt Collection Agreement, that will regulate matters connected with the conclusion and resumption of the company's activities to protect values and assets to the greatest possible extent and to contribute to rapid and efficient resumption of the work after the end of the labour dispute.
- (2) Such agreements shall be subject to approval by Finance Norway and the Finance Sector Union of Norway.

#### **§ 6-5 Sympathy Actions**

- (1) Rules on an industrial peace obligation shall not limit the companies' or employees' right to participate in a work stoppage that is implemented in support of another lawful labour dispute if consent has been granted by NHO and the Finance Sector Union of Norway. Before such consent is granted, negotiations shall be conducted between Finance Norway and the Finance Sector Union of Norway on the scope and implementation of the work stoppage. The negotiating meeting shall be held within four days from when such a meeting was demanded.

- (2) The notice of a work stoppage in accordance with no. 1 must have been given no later than three weeks before such a sympathy action is planned to be implemented unless Finance Norway and the Finance Sector Union of Norway agree on another deadline at the negotiating meeting mentioned in no. 1. In connection with a sympathy strike in companies that are members of Finance Norway in support of employees in companies that are not members of Finance Norway, the period of notice shall be four weeks.
- (3) If the Finance Sector Union of Norway declares a sympathy strike among the members of NHO/Finance Norway because of a labour dispute in a company that is not a member of NHO/Finance Norway, the Finance Sector Union of Norway shall concurrently declare a sympathy strike in any corresponding non-unionised companies. However, the number of employees who are involved in the sympathy strike in the non-unionised companies shall be approximately proportionate to the number of employees in the unionised companies. Finance Norway and the Finance Sector Union of Norway may agree on exemptions to this rule.
- (4) The Finance Sector Union of Norway's right to declare a sympathy strike in companies that are members of NHO/Finance Norway in support of demands against non-unionised companies shall depend on the demands not exceeding the provisions in the General Agreement/Debt Collection Agreement between NHO/ Finance Norway and the Finance Sector Union of Norway.
- (5) Clause 6-3 of the Basic Agreement shall not apply to sympathy strikes unless the sympathy strike involves more than 50 per cent of the employees in the individual company.
- (6) Collective notice of termination in the event of sympathy actions shall contain information about the employees who are specifically covered by the notice, the companies to which the notice applies and the time at which the period of notice will begin to run. The collective notice of termination does not have to contain all this information if the principal labour dispute concerns the right to have working conditions laid down in the form of a collective agreement in companies in which a minimum of half the employees

are organised in the Finance Sector Union of Norway. The same shall apply regardless of the membership number if the purpose of the principal labour dispute is to protect the employees' right to organise.

## **§ 6-6 Establishing Collective Agreements**

As a general rule, the Finance Sector Union of Norway will follow the long-standing established practice in Norwegian working life not to take industrial action regarding the establishing of a collective agreement if only a minority of the employees are organised.

## CHAPTER 7

### Disputes

#### **§ 7-1 Disputes Regarding the Establishing or Amendment of the Company-Level Agreement**

- (1) If the parties to the company-level agreement fail to arrive at an overall agreement solution, through bargaining on the establishing of a company level agreement or on amendments to the company-level agreement, representatives of the Finance Norway and Finance Sector Union of Norway shall be summoned so that they can contribute to a possible settlement of the dispute. A record of the dispute proceedings shall be sent to the Finance Norway and Finance Sector Union of Norway in advance and no later than one week before a meeting about the dispute is to be held. If the parties continue to disagree, the rules in the present clause shall apply.
- (2) If the parties to the company-level agreement, with the assistance of the Finance Norway and Finance Sector Union of Norway, cannot reach a joint agreement solution, the matter is submitted to a Dispute Resolution Board for a decision.
- (3) The Dispute Resolution Board shall consist of a representative of each of the parties that have entered into the company-level agreement, a representative of each of the Finance Norway and Finance Sector Union of Norway, as well as a neutral member, who shall be appointed by the parties to the company-level agreement. If an agreement cannot be reached on the appointment of the neutral member, he or she shall be appointed by the National Mediator. The Dispute Resolution Board shall lay down its own procedural rules for the hearing of disputes. As a general rule, a meeting shall be held at which the parties present their views. The Dispute Resolution Board shall make its decision without any unnecessary delay. The Dispute Resolution Board's decision shall be considered to be a collective agreement.

- (4) Means of industrial action cannot be used in connection with ordinary termination of, and bargaining on, amendments to the company-level agreement. If the previous company-level agreement has expired, and until any hearing by a Dispute Resolution Board has been concluded, the rules in the previous company-level agreement shall apply.

## **§ 7-2 Disputes Concerning the Validity and Interpretation of the Collective Agreements**

- (1) In the event of a dispute concerning the understanding of provisions in the Basic Agreement, the General Agreement/the Debt Collection Agreement, the company-level agreement or special agreement in the individual company, a local dispute meeting shall be held within 14 days, if one of the local parties so requests. Minutes shall be prepared from the dispute meeting. The minutes can be sent to Finance Norway and the Finance Sector Union of Norway for further handling of the dispute. Finance Norway and the Finance Sector Union of Norway can request that a dispute meeting be held no later than 14 days after the request has been presented. A record of the dispute proceedings shall be sent to Finance Norway and the Finance Sector Union of Norway in advance and no later than one week before a meeting about the dispute is to be held. Finance Norway and the Finance Sector Union of Norway shall cooperate to the greatest extent possible in resolving disputes of which they have been notified.
- (2) If the dispute is not resolved according to the first paragraph, the Finance Sector Union of Norway and NHO may handle the dispute in accordance with the procedural rules in the first paragraph.
- (3) If the dispute is not resolved in accordance with the above mentioned rules, NHO or the Finance Sector Union of Norway can bring the matter before the Labour Court for a decision.



### **§ 7-3 Clarification Meeting**

Finance Norway and the Finance Sector Union of Norway can hold a clarification meeting in the company before a disagreement is formalised in minutes in accordance with the present Chapter.

## CHAPTER 8

### Union Representatives (and the Company's Representatives)

#### § 8-1 Joint Declaration

- (1) The Union Representatives shall be given the opportunity to carry out their duties in accordance with the Basic Agreement and the Working Environment Act. The work as a Union Representative shall be equated with other work in the company.
- (2) The parties further agree that the Union Representatives' competence is a tool and a prerequisite for the cooperation and development in the company and that the Union Representatives must therefore have a high level of competence at any given time.
- (3) In addition, the parties wish to emphasise the importance of ensuring that both management and employees have representatives with the necessary knowledge about the company's finances and agreements. The parties agree that the allocation of time for the necessary competence improvement constitutes a positive use of resources. The company must make arrangements for Union Representatives to participate in both physical courses and digital meetings.
- (4) The parties agree that the work as Union Representative is of positive importance to both the company and the Union Representative. Union Representatives shall therefore be equated with other employees in the assessment of pay allowances, appointments, promotions or applications for new positions in the company.

## **§ 8-2 Election of Union Representatives**

- (1) For each decision-making area/level that has employees who are organised in the Finance Sector Union of Norway, Union Representatives shall be elected by and from among these employees. The term “decision-making area/level” refers to the organisational parts of the company in which staff policy and staff administration decisions are made that will be of importance to the employees’ employment and working conditions. The Union Representatives represent the employees and act as a contact between the employees and management for the decision-making area/level in question.
- (2) The decision-making areas/levels for which Union Representatives are to be elected shall be agreed in the individual company-level agreement. The general rule is that the Union Representatives’ organisation must reflect the company’s organisation. Deviating rules may correspondingly be agreed for the number of Union Representatives for each area/level.
- (3) The Union Representatives shall be elected from among permanent employees, who preferably have at least 12 months’ continuous service with the company. A manager with personnel responsibility cannot be elected as union representative.
- (4) The Union Representatives shall be elected for a term of up to two years at a time. If a longer duration of the union representative role is needed due to, among other things, the size of the company, this can be agreed upon in the company-level agreement.
- (5) The Union Representatives shall constitute themselves based on the company’s organisation and shall elect their own Senior Union Representative.
- (6) The company’s management shall be notified in writing within eight days of the names of the employees who have been elected as Union Representatives and the Senior Union Representative.

### **§ 8-3 Number of Union Representatives/Decision-Making Levels**

- (1) As a general rule, Union Representatives should be elected within the individual decision-making area/level in accordance with the following scale:

No. of employees for each decision-making area/level:	No. of Union Representatives
1-10 employees:	1 Union Representative
11-25 employees:	2 Union Representatives
26-50 employees:	3 Union Representatives
51-100 employees:	4 Union Representatives
101-150 employees:	5 Union Representatives
More than 150 employees:	6 Union Representatives

- (2) In companies with 1-10 employees, a deputy Union Representative may also be elected.

### **§ 8-4 Organisation of the Union Representatives – The Union Representatives’ Committee**

- (1) In companies with several decision-making levels, a committee of Union Representatives – the Union Representatives’ Committee (URC) – shall be set up to represent the employees vis-à-vis the company’s executive management. The company shall be informed in writing of the names of the members of the Union Representatives’ Committee within eight days.
- (2) In companies with fewer than 275 permanent employees, the number of members of the Union Representatives’ Committee shall, as a general rule, not exceed three persons. In companies with more than 275 permanent employees, the number of members of the Union Representatives’ Committee shall, as a general rule, not exceed five persons.
- (3) The Senior Union Representative shall be the Chair of the Union Representatives’ Committee and shall, together with the other representatives on the Committee, be elected by and from among all Union Representatives in the

company. The Senior Union Representative shall act as a contact between executive management and the other Union Representatives in the company.

- (4) In group companies and an industry group under the same management, a joint Union Representatives' Committee may be set up for two or more of the companies if the individual Union Representatives' Committees agree on this. Following a recommendation from such a joint Union Representatives' Committee, the company may employ a secretary for the Committee, whose salary shall be paid by the company. The percentage for the position shall be decided by the company.
- (5) The Union Representatives' Committee shall discuss matters of a general and overarching nature and matters that cannot be decided, or are not decided, within the individual decision-making area/level and within the area of application stipulated in Clauses 9-5 nos. 2 and 3 and 9-6 nos. 1, 2 and 3. These matters shall be dealt with in accordance with guidelines laid down in the individual company.
- (6) In matters that cannot be dealt with by the Union Representatives within the individual decision-making areas/levels, or that are not decided within the area/level in question, the management responsible for the decision-making area/level shall be informed about the details of the matter before it is formally presented to the Union Representatives' Committee. If local management formally presents such matters to the company's executive management, the Union Representatives shall be notified hereof before the matter is formally presented to executive management.

## **§ 8-5 Contact Representatives**

In the companies, schemes can be established with contact persons who handle the contact between the Union Representatives and the employees in certain offices and departments. These are called Contact Representatives. Detailed rules on Contact Representatives' tasks are determined in the company-level agreement.

## **§ 8-6 Hours for Union Representatives' Work**

- (1) Union Representatives shall be entitled to the necessary time off and relief from their day-to-day work to handle their duties as Union Representatives.
- (2) Efforts shall be made to ensure that discussions or information meetings in accordance with Chapters 8, 9, 10, 11 and 12 of the Basic Agreement are primarily held within the company's ordinary working hours. Where the meetings are held outside the Union Representative's working hours, part-time Union Representatives shall be paid the ordinary hourly rate for the time used for such meetings.
- (3) Organising the working conditions for the Union Representatives is a managerial responsibility. As part hereof, an appraisal talk shall be held with the Union Representative on commencement of his or her employee representation duties and subsequently for each new period in which the Union Representative is elected. The appraisal talk shall include a discussion of the workload, the need for relief, competence development and pay conditions.
- (4) If management or the Union Representative requests it, at the time of commencement, an agreement is made between the company and the Union Representative. The agreement should regulate matters such as time for Union Representative work/leave of absence, relief needs, competence development, salary conditions, and for full-time elected representatives what must take place if and when re-entry into a regular position becomes relevant. The agreement should be reviewed on re-election.
- (5) The question of time off from work in connection with courses and conferences for Union Representatives shall be regulated by Clause 8-8 and by any rules laid down in the individual company-level agreement.

## **§ 8-7 Remuneration and Salary Development**

- (1) The Senior Union Representative and other full-time Union Representatives shall over time be ensured a salary development equal to the average fixed salary growth for employees covered by the company's pay scale.
- (2) The Senior Union Representative may submit recommendations for personal pay allowances for other Union Representatives in the company.
- (3) Union Representatives whose pay is performance-related and whose earnings are reduced as a result of their employee representation work shall receive full compensation for this. In connection with the use of workload/volume statistics, the target figures shall be reduced for Union Representatives. The reduction shall be fixed in accordance with the extent of the employee representation, it must not be distributed to others and it must not result in any lower pay or bonuses. For the individual Union Representative, the reduction shall be agreed with the manager. The Union Representatives' target figures shall be assessed and possibly reduced in connection with participation in projects set up by management or by the parties jointly. In the event of any disagreement, the reduction shall be decided by the Staff Manager/Senior HR Officer following discussions with the Senior Union Representative.

## **§ 8-8 Time Off for Union Representatives**

- (1) Union Representatives shall be granted the necessary time off with pay in accordance with Clause 8-1.
- (2) The union's Board members and other Union Representatives elected by the union shall be granted time off with pay when they are called up for meetings or collective bargaining by the union. Time off with pay shall also be granted to those who participate in statutory courses/training or joint events agreed between the Finance Norway and Finance Sector Union of Norway.

- (3) Union Representatives in the organisation and employee members of the companies' management bodies shall be granted time off with pay for up to 12 working days per annum to participate in courses and conferences for Union Representatives arranged by the Confederation of Vocational Unions (YS) or the Finance Sector Union of Norway with contents as mentioned in Clause 19-1 no. 2 and for meetings convened by the Boards in the regional branches. The quota of 12 working days can be taken as full- or half-days, or subject to further agreement in the company, for example, on an hourly basis.
- (4) Board members in the regional branches of the Union shall have the same right to time off with pay for up to 12 working days per annum. For these members, the time off may also be used for participation in Board meetings in the regional branches of the Union.
- (5) Union Representatives who are also Board members in the regional branches of the Union shall be entitled to the necessary time off with pay in excess of 12 working days per annum. This shall be agreed in the individual company and must not constitute more than a total of 15 working days per annum.
- (6) Union Representatives who are also managers of regional branches of the Union shall also be entitled to the necessary time off with pay in excess of 12 working days per annum. This shall be agreed in the individual company and must not exceed a total of 18 working days per annum.
- (7) Any necessary time needed for travel during working hours due to a long distance to the regional branch of the Union where the meeting of the regional board is to be held shall be added to the 12, 15 or 18 working days per annum stated in nos. 4, 5 and 6.
- (8) The centrally appointed course instructors on the union's basic organisational course shall have the same right to time off with pay for up to 12 working days per annum. This time off may be extended by an additional period of up to 12 working days per annum if an instructor also has employee representation duties of the type mentioned in nos. 3, 4, 5 and 6.



- (9) Employees who are elected as Union Representatives shall be granted time off with pay for up to five working days for participation in the union's course for Union Representatives in the period from their election and until they take up their employee representation duties. However, these days of leave shall form part of the quota of 12 working days per annum fixed in no. 3.
- (10) Employees who are to be trained as Union Representatives shall be granted time off with pay for up to two days per annum for participation in the union's basic organisational course. In the event of participation by more than one employee from the same company unit, the representation shall be agreed between the company's management and the Union Representatives. The scheme shall be implemented in such a way that as little disruption as possible is caused to the company's activities.
- (11) Efforts shall be made to ensure that meetings, courses and conferences are scheduled at times that cause as little disruption as possible to the company's activities.
- (12) The company shall be informed about the employees who have been selected for participation in such meetings, courses and conferences. Notice of absence shall be given as early as possible under the circumstances.

## **§ 8-9 Termination of Full-Time Elected Offices**

- (1) When a full-time Union Representative position terminates, the Union Representative shall return to work that is suitable for his or her competence/ experience as well as the company's needs. Where possible, the transition shall be discussed with the Union Representative and the Senior Union Representative well in advance. The discussions shall also cover pay conditions. A full-time Union Representative who returns to a regular position shall be offered the necessary training.
- (2) The Union Representative and the company shall have a joint responsibility for creating conditions that ensure that this transition is as smooth as possible.

## CHAPTER 9

### Generally on Content of Local Cooperation

#### § 9-1 Joint Declaration

- (1) The central bargaining parties especially wish to emphasise the importance of ensuring that the employees are given an opportunity, through their Union Representatives, to co-determination on matters concerning their employment and working conditions.
- (2) The Union Representatives and the company's representatives are obliged to strive for local cooperation that is reassuring in nature, while also rational and efficient. Such cooperation requires that the parties show mutual respect and trust for each other's tasks and points of view. Management's general right and obligation to make final decisions shall be observed in connection with the cooperation between the parties.
- (3) Through co-determination and cooperation, the employees are to contribute with their experience and insight to ensure secure and good workplaces in the company, in which the employees are also given opportunities for personal development. It is important in this connection that management and the Union Representatives create conditions for ensuring that the objective of gender equality is met.
- (4) The central bargaining parties further agree that efforts shall be made centrally and locally to facilitate the conditions for diversity in the industry and in the individual company. The central bargaining parties agree that diversity contributes to innovation and value creation.
- (5) The central bargaining parties agree that management and employees shall contribute to achieving the UN Sustainable Development Goals through co-determination and cooperation.

## **§ 9-2 Goal**

- (1) The Union Representatives shall, together with the company's management, do their utmost to create and maintain good cooperation within the company, seek to remove any areas of friction and participate in ensuring that work regulations, agreements, collective agreements and relevant laws are observed. The Union Representatives shall, together with the company's management, do their utmost to create and maintain good and modern working conditions in order to achieve a sound internal working environment in the company. The Union Representatives shall also keep the company's external interests in mind in connection with their activities.
- (2) The cooperation between the executive management and the Senior Union Representative shall be handled in such a way that efficient personal contact and cooperation can be ensured for both parties.

## **§ 9-3 Union Representatives' Authority**

The Union Representatives or the Union Representatives' Committee may enter into binding agreements with management on behalf of the employees in the company.

## **§ 9-4 Contact Meetings**

- (1) The Union Representatives shall be entitled to contact management as often as they find necessary.
- (2) As a general rule, contact meetings shall be held between management and the Union Representatives at least four times per annum. The meetings should be distributed evenly throughout the year. The company's management shall schedule the dates for these meetings and convene them at a minimum of seven days' notice. An agenda with the items that both sides wish to discuss shall be enclosed with the notice convening the meeting. From the meetings, a joint protocol is set up which is signed by both parties.

- (3) The company's Senior Safety Representative shall be entitled to participate in the Union Representatives' Committee's meetings with management, if the Union Representatives' Committee and management find this appropriate.

### **§ 9-5 Establishment of a Committee or Group**

- (1) If the company formally sets up a Committee in connection with an assessment and implementation of items mentioned in no. 2 of the present Clause and nos. 1 and 2 of Clause 9-6, and where the implementation hereof will be of importance to the employees, the Union Representatives shall be entitled to appoint at least one member of the Committee from among the employees. The Union Representatives shall have access to all necessary information and relevant case documents in this connection. If the employee member(s) is/are appointed from among persons other than the Union Representatives, such employee members shall have a duty to provide information to the Union Representatives.
- (2) When setting up a committee or group tasked with investigating questions which by their nature affect the employees' interests, the Union Representatives must be notified.

### **§ 9-6 Information, Discussion and Assessment**

- (1) In connection with an assessment of planned changes in the company that are of a significant nature and planned measures that concern employment and working conditions for large groups of employees, the Union Representatives shall be notified hereof even if a committee or a group is not set up. The Union Representatives' Committee shall state whether the employees wish to participate in the assessment work and, if so, in what way. The Union Representatives shall have access to all necessary information and relevant case documents in this connection.

- (2) Planned measures that significantly affect employment and working conditions for small groups of members and that therefore do not fall within the Consultation Committee's remit, cf. Clause 11-3 no. 1, shall be discussed with the employees affected as soon as possible. At their request, the Union Representatives shall be informed.
- (3) If management or the Union Representatives so wish, a written personnel policy shall be prepared with the participation of the Union Representatives, which contains guidelines for, among other things, recruitment, announcement of vacancies, training as well as welfare and part-time work.
- (4) If management or the Union Representatives so wish, written safety instructions shall be prepared with the participation of the Union Representatives. These instructions shall contain rules on, for example, a duty of secrecy and confidentiality, protection of staff in the event of robbery, including aftercare, transportation of valuables and fire.

## **§ 9-7 Merger/Demerger Plans**

- (1) The Union Representatives shall be informed about any merger/demerger plans in the company as early as possible. A duty of secrecy and confidentiality may be imposed on the Union Representatives in such cases. This provision shall also apply to plans for the establishment of, or entry into alliances with, other finance companies where a merger/demerger is not desirable.
- (2) The Union Representatives shall be granted the opportunity to have an influence on the merger process, and they shall be granted access to any necessary information and relevant case documents.
- (3) The central bargaining parties recommend that the Union Representatives in companies that establish or enter into binding cooperation with other finance companies should be ensured of representation on the partner company's decision-making bodies.

## **§ 9-8 Information Technology**

- (1) Before introducing new or changed information technology solutions that take effect as mentioned in Clause 11-3 no. 1 e), the company shall discuss the matter with the Union Representatives as early as possible. The Union Representatives shall be informed of the possible consequences of the solution for the size of the company's staff and organisation, and a specification of the requirements for retraining and training that this will entail.
- (2) If the company formally sets up a Project Committee or similar working groups in connection with the introduction of new or changed IT solutions, the Union Representatives shall be entitled to appoint at least one member of the Committee.
- (3) The company's own expertise shall be available to the Union Representatives, to a reasonable extent, in consultation with the company's management. The Union Representatives may in agreement with the company's management, use any necessary external expertise in such questions.
- (4) If impact analyses document that significant cost reductions can be made as a result of the introduction of new or changed technological solutions, discussions shall be entered into between the Union Representatives and the company's management as to whether and if so how these cost reductions should be used for improvement of the working environment.

## **CHAPTER 10**

# **Handling of Employment and Annual Review of Employees' Pay Conditions**

### **§ 10-1 Organisation of the Appointments Committee**

- (1) In companies with a minimum of 25 employees (head office including all department offices and branches), an Appointments Committee shall be set up unless management and the Union Representatives agree on the establishment of another scheme in the company-level agreement.
- (2) The Appointments Committee shall have an equal number of management and employee members. The persons elected must preferably have been employed with the company for a minimum of 12 months. At least one of the employee members of the Committee and at least one of the deputy members shall be a Union Representative in the company.
- (3) In the event of a parity of votes, the matter shall be decided by the company's management or by the body that has been granted the authority to do so. In such a case, one of the employees' Union Representatives on the Committee shall be entitled to present the employees' views to management before a decision is made on the matter.

### **§ 10-2 The Appointments Committee's Handling of Employment**

- (1) The Appointments Committee shall fill vacancies and fix the pay for positions that normally fall within the pay scale. The Committee shall be presented with all the information that is relevant for an assessment of the employment and the fixing of the pay for the position. Union Representatives in decision-making areas in which no Appointments Committee has been set up shall be entitled to submit an opinion to the Appointments Committee.

- (2) The Committee shall not fill vacancies that are so closely linked to the company's management that the person who is employed must be regarded as a representative of management. The term "representative of management" shall mean employees who, by virtue of their position, exercise employer functions with staff responsibility.

### **§ 10-3 The Appointments Committee's Review of Pay Conditions**

- (1) The companies shall perform an annual review of the employees' pay conditions in order to assess any personal pay rise for employees who are paid within the pay scale.
- (2) In this assessment, importance shall be attached to special circumstances such as skills, special qualifications and education. The assessment criteria used shall be made known to all employees. Before the company makes its final decision in these pay reviews, any proposals shall be discussed by the Appointments Committee, or with a Union Representative where an Appointments Committee or a similar body has not been set up. However, this shall not apply to employees who hold positions of the type mentioned in Clause 10-2 no. 2.
- (3) The company's management shall prepare an annual statement of the pay conditions for members of the Finance Sector Union of Norway who are paid within the pay scale. On request, the company shall provide the Union Representatives with a statement of the members' pay conditions one month before the personal pay rise is allocated. The Union Representatives shall also receive anonymised pay statistics about the other employees' pay conditions.
- (4) In connection with processing the annual pay assessments, management and the Union Representatives may each appoint an additional representative each to the Committee.



#### **§ 10-4 Handling of Employment and Review of Pay Conditions in Companies without an Appointments Committee**

In companies in which an Appointments Committee has not been set up, the following shall apply:

- a. The Union Representatives shall, within a reasonable deadline, submit a recommendation in connection with the filling of vacancies and salary placement for positions that are otherwise dealt with by the Appointments Committee.
- b. Any proposals shall be discussed with the Union Representatives before the company makes its final decision in connection with the annual pay review, cf. Clause 10-3.

#### **§ 10-5 Exemption for Real Estate Agents etc.**

Chapter 10 does not apply to real estate agents and real estate assistants.

## **CHAPTER 11**

### **Consultation Committee and Joint Committee**

#### **§ 11-1 Establishment of a Consultation Committee**

In companies with more than 50 permanent employees, a Consultation Committee shall be set up. The company may decide not to set up a Consultation Committee if management and the Union Representatives agree. In such cases management and the Union Representatives shall handle the matters that are dealt with in the present Clause in another appropriate manner. The practical implementation of such a scheme – including the decision-making authority in Clause 11-3 no. 3 – shall be agreed between management and the Union Representatives in the individual company-level agreement.

#### **§ 11-2 Composition of the Consultation Committee**

- (1) The Consultation Committee shall have equal representation of management and employees and shall consist of six members. A corresponding number of deputy members shall be appointed. The members appointed must preferably have been employed with the company for a minimum of 12 months. At least one of the employee members of the Committee, and at least one of the deputy members, must be a Union Representative in the company.
- (2) The Committee may have more than six members if both parties agree.
- (3) The term of office for committee members is up to two years at a time.
- (4) The Chair and Vice-Chair of the Committee shall be elected alternately for a term of one year at a time. The party who is not represented by the Chair of the Committee shall elect the Vice-Chair.

### **§ 11-3 The Consultation Committee's Area of Activity – Information, Discussions and Decisions**

- (1) The Committee shall:
  - a. Contribute to creating and further developing good cooperation in the company.
  - b. Work to stimulate the employees' interests in the company's work tasks, finances and operating result and create an understanding, through information, of the company's social importance.
  - c. Ensure that the company's recruitment and training policy reflects the requirements for knowledge and competence that the company's future operations are assumed to require, cf. Chapter 16.
  - d. Be presented with and provide opinions on the draft annual budget, including the subsidiary budget for training and education expenses.
  - e. Discuss planned changes in the company of a significant nature and planned measures concerning employment and working conditions for larger groups of employees.
- (2) It is of significant importance that the cases are presented as far as possible before the company makes its decisions.
- (3) The Committee may make decisions within the following areas:
  - a. General guidelines for the structure and follow-up of the vocational training, including training in product knowledge, within the framework of the company's policy.
  - b. Distribution of welfare funds within a fixed budgetary framework.
  - c. Principal guidelines for loans to employees, specifying the applicable terms that the individual employee must meet.
- (4) The Consultation Committee may also discuss and possibly make decisions on other matters that are delegated to the Committee.
- (5) In the event of a parity of votes, the matter shall be decided by the company's management.

#### **§ 11-4 The Consultation Committee's Procedural Rules and Duty of Secrecy and Confidentiality**

- (1) As a general rule, a meeting shall be held at least once every quarter. The Chair of the Committee shall convene the meetings at a minimum of seven days' notice. An agenda with the items that both sides wish to discuss shall be enclosed with the notice convening the meeting. Minutes shall be kept of the meetings.
- (2) A duty of secrecy and confidentiality may be imposed on the members and deputy members of the Consultation Committee in connection with special issues. A Union Representative who is a member or deputy member of the Consultation Committee shall nevertheless be entitled to seek advice from the Finance Sector Union of Norway centrally or from a fellow Union Representative or a senior Union Representative in the same company. In such cases, the duty of secrecy and confidentiality shall also apply to the party from whom advice is sought.

#### **§ 11-5 Establishment of a Joint Committee (Joint Working Environment and Consultation Committee)**

If management and the Union Representatives agree on this, a joint Working Environment and Consultation Committee (Joint Committee) may be set up to discuss issues concerning the working environment as well as issues of the type mentioned in Clause 11-3 nos. 1, 3 and 5.

#### **§ 11-6 The Joint Committee's Composition and Voting Rights**

If none of the members of the Joint Committee is a Union Representative, a member must be appointed to the Committee by and from among the Union

Representatives in addition to the members who have been elected pursuant to the rules of the regulations on organising, management and participation. The employer's representation on the Committee shall be increased correspondingly. In connection with voting on decisions that, pursuant to Section 7-2 of the Working Environment Act, fall within the remit of the Working Environment Committee, only the members (or any deputy members) who have been elected in accordance with the above-mentioned regulations shall have a voting right.

### **§ 11-7 The Joint Committee's Area of Activity**

- (1) The Joint Committee shall contribute to follow-up on systematic training and instruction in safety routines and use of safety equipment for the purpose of strengthening employee safety. The Committee shall pay special attention to the safety and working environment problems that bank branches operated by a single employee may pose.
- (2) In those cases in which a decision can be made pursuant to Section 7-2 of the Working Environment Act, the Chair of the Committee shall have the casting vote in the event of a parity of votes, see Section 7-2 (5), last sentence, of the Working Environment Act.

### **§ 11-8 The Joint Committee's Procedural Rules**

- (1) The Joint Committee shall normally hold four meetings per annum. The Committee shall hold a meeting if a request for this is made by at least two members of the Committee. The Chair of the Committee shall convene the meetings at a minimum of seven days' notice. An agenda with the items that both sides wish to discuss shall be enclosed with the notice convening the meeting. Minutes shall be kept of the meetings.
- (2) The notice of the committee meetings shall specify which items are working environment matters and which items are included in the Consultation Committee's working area.

## **§ 11-9 Division of Work Between the Committees**

In order to avoid duplicate handling of items, it must be agreed in the individual company, in so far as this is practically and legally possible, which items are to be dealt with by the Union Representatives and by the joint Working Environment and Consultation Committee respectively.

## **CHAPTER 12**

### **Equal Rights and Diversity**

#### **§ 12-1 Joint Declaration**

- (1) All employees shall be given the same opportunities for personal and vocational development and shall be treated equally with regard to, among other things, employment, pay, training and advancement.
- (2) To meet this objective, the parties agree to implement measures aimed at achieving both immediate and long-term effects. The central bargaining parties are presumed to support the local work, and have a particular role in work on equal rights and opportunities embedded in law and agreements, conventions and directives.

#### **§ 12-2 Positive Differential Treatment**

The central bargaining parties are aware that differential treatment may be necessary in order to achieve equality, cf. Section 11 of the Equality and Anti-Discrimination Act .

#### **§ 12-3 The Company's Responsibility**

The company's management has a particular duty to strive to ensure equal rights and opportunities and to prevent discrimination on grounds of gender. Where this is required under Section 26 of the Equality and Anti-Discrimination Act, this work shall be carried out continuously and in cooperation with the Union Representatives. It is important in this connection that all employees with a managerial position in the company work actively to meet the intentions of the present provision.

## **§ 12-4 Information, Action Plan and Equality Committees**

- (1) All employees shall be provided with information about how the work to ensure equal rights and opportunities is organised in the company.
- (2) An action plan for equal rights and opportunities shall be prepared in the individual company if one of the parties so requests.
- (3) If the company's management or the Union Representatives' Committee so requests, a separate Equality Committee shall be set up.

## **§ 12-5 Discussion of Measures**

The local parties continuously discuss which measures should be implemented based on the central bargaining parties' joint report from 2017, including:

- a. Systematic organisation of the company's work on equal rights and opportunities.
- b. Specific measures to promote equal pay.
- c. Measures relating to recruitment, leavers and internal mobility, including designing internal and external postings of positions so that the under-represented gender is motivated to apply for the positions.
- d. Mentor projects in the company and measures to ensure access to and develop female talents.
- e. Measures for employees on parental leave and with young children.

## **§ 12-6 Statistical Material and Report**

- (1) Statistical material shall be prepared to illustrate the results of the work on equal rights and opportunities in the company.
- (2) Each year, the company shall prepare a concise report on the work carried out in the company in accordance with the present provision.



## **CHAPTER 13**

### **Individual Conditions**

#### **§ 13-1 Trial Period**

- (1) In connection with employment, the company may require in writing that the employee shall undergo a trial period of six months, cf. Clause 13-2 no. 5.
- (2) The employee shall be kept informed about his or her development during the trial period.
- (3) An agreement on a new trial period cannot be entered into for employees who take up another position with the same company unless the employee in question is given a right to return to his or her previous position with the company.
- (4) A permanent employee who leaves the company and is re-employed with the same company within a period of three years shall be entitled to employment without a trial period from the date of commencement.

#### **§ 13-2 Periods of Notice of Termination**

- (1) A mutual period of notice of termination of a minimum of three months shall apply to permanent employees.
- (2) If an employee is given notice of termination after a minimum of ten years of consecutive employment with the same company, the period of notice shall be of a minimum of four months if the notice is given after the employee has attained 50 years of age, a minimum of five months if the employee has attained 55 years of age and a minimum of six months if the employee has attained 60 years of age. The employee may nevertheless terminate the contract of employment with a period of notice of a minimum of three

months. The periods of notice stipulated above may be extended by written agreement between management and the Union Representatives.

- (3) Notice of termination must be given in writing.
- (4) The periods of notice stipulated in nos. 1 and 2 shall run from and including the first day of the month following the month in which the notice of termination was given.
- (5) A mutual period of notice of a minimum of 14 days shall apply to employees who are engaged for a given trial period.

# CHAPTER 14

## Restructuring and Downsizing

### § 14-1 Discussions

- (1) If staff reductions become necessary, management shall enter into discussions with the Union Representatives as early as possible. Wherever possible, staff reductions shall take the form of retirements and voluntary measures. If the company's management finds that it cannot take into consideration the Union Representatives' arguments, it must provide the reasons for its view. A minute book shall be kept of the discussions, and the minutes shall be signed by both parties.
- (2) If management decides to issue the notices of termination, management and the Union Representatives shall discuss the decision with a view to limiting the extent of the notices of termination, and to remedying the negative effects hereof.
- (3) One way of remedying the negative effects could be by agreeing a severance pay scheme for the affected employees. The parties recommend that such an agreement should be entered into. Management and the Union Representatives may be assisted by Finance Norway and Finance Sector Union of Norway.

### § 14-2 Notice of Termination Based on the Company's Situation

- (1) Notices of termination that are based on the company's situation cannot take effect until, at the earliest, two months after the decision on terminations was made.
- (2) In the event of notices of termination due to restructuring/downsizing, the employees' seniority in the company shall be followed, other things being equal. In this regard, the company has a special responsibility towards older

workers. Before notices of termination are issued, the selection criteria must be discussed with the Union Representatives.

- (3) In the event of notices of termination based on restructuring/downsizing, the company shall attach importance to the Union Representatives' function and the special position that they hold in the company. Before a decision is made to give a Union Representative notice of termination, the matter shall be discussed between executive management/HR Manager and the company's Senior Union Representative.

### **§ 14-3 Preferential Rights**

For employees who have a minimum of three years of service with the company and who are given notice of termination due to restructuring/downsizing, the preferential right pursuant to Section 14-2 of the Working Environment Act shall be extended by an additional year. This extended right shall be subject to the condition that the employee himself or herself notifies the company of the intention to exercise this extended right.

## CHAPTER 15

### Temporary Lay-offs

#### § 15-1 Joint Declaration

The parties agree that temporary lay-off is a scheme of little relevance for the finance sector.

#### § 15-2 Temporary Lay-off of Employees

- (1) Employees may be temporarily laid off:
  - a. If the parties in the company have entered into an agreement on this in accordance with Clause 5 of the Basic Agreement.
  - b. If unforeseen events have occurred of the type mentioned in Section 15-3 (10) of the Working Environment Act.
  - c. If a labour dispute that concerns part of the company's employees has the effect that other employees cannot be employed rationally. In connection with a lawful labour dispute in the company, those employees who belong to the independent category cannot be subject to lay-off.
  - d. If Finance Norway and the Finance Sector Union of Norway consent to this on other grounds.
- (2) If the redundancies are to be carried out, the central bargaining parties agree to follow the rules on temporary lay-offs given at any time in the Basic Agreement between the Confederation of Norwegian Enterprise (NHO) and the Norwegian Confederation of Vocational Unions (YS).
- (3) Pay during the period of lay-off is regulated by Act no. 22 of 6 May 1988 relating to the duty to pay wages during a temporary lay-off (the Mandatory Wages Act).

## CHAPTER 16

# Working Environment Training in the Finance Sector

### § 16-1 Joint Declaration

- (1) The central bargaining parties agree that employees who perform tasks relating to health, safety and the environment (HSE) work shall be given the training necessary to enable them to handle HSE issues in a satisfactory manner.
- (2) The training should contribute to HSE issues being resolved through good cooperation between management and employees in the individual company. It is important that the HSE work is actively and systematically followed up in accordance with the HSE regulations at the same time that management must take responsibility.
- (3) The central bargaining parties stress the importance of ensuring that the requirements made at any given time for the existing HSE provisions laid down in Acts and Regulations are known and observed by both the company's management and the employees.
- (4) The central bargaining parties highlight the safety training that is intended to protect the employees' lives and health against physical and psychological harm. The training shall enable the employees to act in the best possible way in the event of robbery and other threat situations. The same applies when handling any breach of the company's own security regulations.

### § 16-2 Target Group

- (1) The target group for the working environment training shall comprise all employees who perform tasks connected with and/or have responsibility for HSE work in member companies of Finance Norway pursuant to Section 6-5 (1) and (2) and Section 7-4 of the Working Environment Act.

- (2) The employer shall ensure that Safety Representatives and members of the Working Environment Committee receive the training that is necessary and required from the supervisory authorities.

### **§ 16-3 Implementation of Training**

- (1) The central bargaining parties agree that the training shall be provided within a framework of 22 hours and that it shall, as a minimum, cover the following themes:
- The Working Environment Act and other relevant provisions, including the HSE Regulation.
  - Organisation, planning and implementation of the work, including systems and methods.
  - Psychological and social aspects of the working environment, cf. Sections 3-2, 4-2, 4-3 and 10-2 (1) of the Working Environment Act.
  - Robbery: Before, during and after, including safety and security.
  - Physical working environment: Ergonomics, lighting, noise and climate.
- (2) The working environment training may be handled by the individual company or via courses arranged by the regional branches of the Union, possibly on the basis of advice and/or assistance from the Finance Norway and Finance Sector Union of Norway jointly.
- (3) The working environment training shall preferably take place during ordinary working hours and otherwise pursuant to the rules in Section 6-5 (3) and (4) and Section 7-4 of the Working Environment Act.

#### **§ 16-4 The Senior Safety Representative**

The Senior Safety Representative shall receive the training necessary for performance of the tasks imposed on the Senior Safety Representative pursuant to Acts and Regulations.

#### **§ 16-5 The Working Environment Committee**

The Working Environment Committee shall submit an annual report on its activities pursuant to the provisions in Section 7-2 (6) of the Working Environment Act.



## **CHAPTER 17**

### **Pay and Union Dues**

#### **§ 17-1 Payment of Salary**

Unless otherwise agreed, salary shall be paid once per month.

#### **§ 17-2 Deduction of Union Dues**

- (1) Members of the Finance Sector Union of Norway shall have a monthly amount deducted from their pay to cover their union dues. The Financial Sector Union of Norway shall submit a statement of the members the scheme applies to and is responsible for ensuring that the statement is at all times correct.
- (2) Members of the Finance Sector Union of Norway who are covered by the Finance Sector Union of Norway's insurance scheme shall have the insurance premium deducted from their pay in accordance with the list that the company receives from the Finance Sector Union of Norway.
- (3) The deduction lists from the companies with the specified date/period must contain :
  - Personal ID number (11 digits)
  - Name
  - Amount deducted
  - Place of business

The deduction list shall be sent to the Finance Sector Union of Norway monthly and as soon as possible after the payroll run.

(4) Upon written request to the company, the Finance Sector Union of Norway shall be given the reason for non-payment of dues for individual members. The company's response shall state the reason for the non-deduction of the union dues:

- The employee has left during the period.
- The employee receives sick pay, work assessment allowance, disability benefit, retirement pension and/or a contractual retirement pension (AFP).
- Other reasons why deductions have not been made for certain members.
- Any other notifications agreed upon by the collective bargaining parties.

## CHAPTER 18

### Company Employees' Personal Data

#### § 18-1 Definitions, cf. the Personal Data Act

- “Personal data” means any information relating to an identified or identifiable natural person.
- “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, storage, use etc.
- “Filing system” means any structured set of personal data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis.

#### § 18-2 Guidelines

- (1) Management shall, together with the Union Representatives, prepare guidelines for the processing of personal data. Processing of personal data shall be in accordance with the Personal Data Act.
- (2) The guidelines shall, as a minimum, describe:
  - The filing systems of personal data that will be used and the information that will be included in the different systems.
  - How personal data will be processed and used.
  - Who will have access to the personal data and the information to which different users will have access.
  - Measures that are designed to ensure that unauthorised parties do not access personal data as well as rules on deletion of such data.

### **§ 18-3 Use of Workload and Volume Statistics**

The use of any systems for collection of workload statistics/volume statistics shall be established in the individual company-level agreement.

## CHAPTER 19

# The Finance Sector Union of Norway's Information and Development Fund

### § 19-1 Object and Measures

- (1) The object of the Fund is to implement or support measures to promote the training of the Finance Sector Union of Norway's Union Representatives.
- (2) The measures shall, among other things, deal with:
  - a. Training with special emphasis on organisational work, agreements, planning, case handling, cooperation issues, organisational development, equal rights and opportunities, information technology, finances as well as safety work.
  - b. Preparation, organisation and development of training measures.
  - c. Promotion of healthy and sound rationalisation aimed at increasing efficiency.
- (3) If the funds are not used as intended, the allowance scheme will be withdrawn after the matter has been discussed between the Finance Norway and Finance Sector Union of Norway.

### § 19-2 Funding

- (1) The training expenses shall be allocated 50 per cent on the member companies of Finance Norway. However, the contribution from the companies shall be limited to a maximum amount of NOK 320,- (2024) per annum for each member of the Finance Sector Union of Norway . The size of the contribution shall be regulated annually in accordance with the Consumer Price Index (CPI).

- (2) It shall be a prerequisite for the companies' contribution scheme that the remaining share of the expenses (50 per cent) is to be funded by the Finance Sector Union of Norway. The Finance Sector Union of Norway is responsible for completing the association's share of the fund.
- (3) The Fund's funds are managed by the Finance Sector Union of Norway in accordance with the object in Clause 19-1. The expenses for Union Representatives or representatives of the Union Representatives who participate in courses, conferences or the like arranged jointly by the Finance Norway and Finance Sector Union of Norway shall be covered by the funds in the Fund.
- (4) The companies' contribution shall be collected by Finance Norway based on the number of members of the Finance Sector Union of Norway as of 1 January each year in member companies of Finance Norway. The contribution amount shall be transferred once every six months, the first time by 1 July, into a separate account to be arranged by the Finance Sector Union of Norway.

### **§ 19-3 Accounts**

- (1) At the end of each accounting year, the Finance Sector Union of Norway shall prepare annual accounts, which shall be audited by a state-authorised public accountant or a registered public accountant.
- (2) The accounts shall be submitted to Finance Norway together with an itemised statement of the measures that have been implemented during the year, including a statement of the number of participants and the duration of the individual courses and conferences.

## § 19-4 Dissolution

If the contribution scheme is wound up, any unallocated funds shall be divided equally between the Finance Norway and Finance Sector Union of Norway.

On behalf of  
THE FINANCE SECTOR  
UNION OF NORWAY

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Vigdis Mathisen (signature)

on behalf of  
FINANCE NORWAY

on behalf of  
NHO

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Thomas Keiserud (signature)

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Jon F. Claudi (signature)

## APPENDIX

### Special Provisions for Insurance Agents

#### **Insurance companies that, as of 1 January 2002, have a pay/collective wage agreement directly with the Finance Sector Union of Norway**

- (1) In insurance companies that, as of 1 January 2002, have a collective wage agreement directly with the Finance Sector Union of Norway that is applicable to insurance agents, a separate company-level agreement shall be established for this group. Such an agreement may contain rules on fixed and variable pay, cost reimbursements, working areas and traffic rules as well as on the duration of the agreement and on termination of the agreement. Other working conditions shall be regulated by the company-level agreement for the other employees as well as by the General Agreement and the Basic Agreement entered into between NHO/Finance Norway and the Finance Sector Union of Norway.
- (2) Such a company-level agreement for insurance agents shall be treated as an individual company-level agreement in relation to Chapter 7.

#### **Pay compensation and cost reimbursement for insurance agents who are paid on a commission basis and who are covered by a company-level agreement for insurance agents**

During absence as a Union Representative, the fixed salary is paid.

For absence from work of a minimum of four hours' duration in connection with meetings of the Union Representatives' Committee or other bodies set up pursuant to the collective agreement, committees set up by the company or by the parties jointly, meetings convened by the company management as well as meetings, courses and bargaining under the auspices of the organisation, compensation shall also be paid for loss of commission income in accordance with the below formula:



The number of days of absence shall be calculated by dividing the total number of hours by 6.

Commission/the year of absence x the number of days of absence (maximum 115 days)

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230 - the number of days of absence (maximum 115 days)

The daily rate for absence in excess of 115 days shall be limited to the same amount as for the previous days.

In addition, the individual company shall pay 10 per cent of the compensation paid in accordance with nos. 2 and 3, allocated to the individual Union Representatives who are covered by this compensation rule following the submission of a statement from the Union Representatives' Committee.

The company shall cover necessary expenses for travelling, accommodation, meals and the like when Union Representatives are granted time off from work in connection with the exercise of their duties. This shall also apply to meetings in bodies stipulated in collective agreements and other meetings convened by the company management. However, this shall not apply to Union Representatives' participation in meetings, courses and bargaining under the auspices of the employees' Union.

In connection with a change of Chair of the Union Representatives' Committee (URC), matters regarding relief and compensation for the outgoing Chair may be taken up with the company.

The rules may also be applied to other insurance agents who are given work tasks of a similar nature by the company.

The rules shall not prevent another compensation scheme being negotiated in the company-level agreement with due consideration for the contents and structure of the pay and commission schemes as these are stipulated in the company-level agreement.

# Notes



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