

**MASTER AGREEMENT**  
**between**  
**THE EMPLOYERS' ASSOCIATION OF THE NORWEGIAN FINANCE SECTOR**  
**and**  
**THE FINANCE SECTOR UNION OF NORWAY**

**MASTER AGREEMENT**

Contents

**PART 1**

**CHAPTER 1**

**PARTIES, SCOPE, APPLICATION AND TERM**

- 1 Parties - Scope
- 2 Application
- 3 Term

**CHAPTER 2**

**AGREEMENT STRUCTURE**

- 4 Agreement Structure in the Finance Sector
- 5 The Master Agreement
- 6 The General Agreement
- 7 The Collective Agreement at Company Level
- 8 Special Agreements

**CHAPTER 3**

**THE RIGHT TO ORGANISE AND HEARING OF DISPUTES**

- 9 The Right to Organise
- 10 Hearing of Disputes
- 11 Conciliation Board
- 12 The Relations between the Organisations

**PART 2**

**CHAPTER 4**

**SHOP STEWARDS, CO-OPERATION, CO-DETERMINATION AND EQUALITY**

- Joint Declaration
- 13 Shop Stewards
- 14 Pay and Appointments Committee
- 15 Joint Consultation Committee – Working Environment Committee
- 16 Time Off for Shop Stewards
- 17 Equality

**PART 3**

**CHAPTER 5**

**EMPLOYMENT, NOTICE AND TEMPORARY LAYOFF**

- 18 Probationary Period – Permanent Employment
- 19 Periods of Notice
- 20 Procedures for Rationalisation and Staff Cuts
- 21 Temporary Layoff of Employees

**CHAPTER 6**

**WORKING ENVIRONMENT TRAINING IN THE FINANCE SECTOR**

- Joint Declaration
- 22 Target Group
- 23 Implementation of the Training

**CHAPTER 7**

**THE EDUCATIONAL AND DEVELOPMENT FUND OF THE FINANCE SECTOR UNION OF NORWAY**

- 24 Object

- 25 Financing
- 26 Accounts
- 27 Dissolution

**CHAPTER 8**

**SUNDRY PROVISIONS**

- 28 Formation of Wage Agreement
- 29 Submission of the Collective Agreement at Company Level
- 30 Work in connection with Industrial Dispute/Exempt Group
- 31 Sympathetic Industrial Action
- 32 Pay Disbursement
- 33 Withholding of Union Dues
- 34 Personal Data on the Enterprise's Employees

## **PART 1**

### **CHAPTER 1 PARTIES, SCOPE, APPLICATION AND TERM**

#### **1 Parties – Scope**

The present Master Agreement shall constitute the first part of **all** wage agreements that have been or are entered into between the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway (the central bargaining parties). The Master Agreement shall also constitute the first part of the individual collective agreement at company level, cf. Clause 7.

#### **2 Application**

The present Master Agreement shall, together with the rules of the Norwegian Industrial Disputes Act, form the basis and lay down the rules for bargaining on the formation of wage agreements. The Agreement also contains provisions on the relations between the parties as well as the rights and obligations of shop stewards, and it shall form the basis for co-operation in the individual enterprise.

#### **3 Term**

The present Master Agreement, which shall enter into force on 1 January 2006, shall remain in force until 31 December 2007 and shall subsequently be renewed for a term of 2 years at a time unless it is terminated in writing by one of the parties at 6 – six – months' notice. The terminated Master Agreement shall remain force until a new Master Agreement has been adopted by the parties.

### **CHAPTER 2 AGREEMENT STRUCTURE**

#### **4 Agreement Structure in the Finance Sector**

The agreement structure in the finance sector consists of the following agreements:

- Master Agreement, cf. Clause 5.
- General Agreement, cf. Clause 6.
- Collective Agreement at Company Level, cf. Clause 7.
- Any special agreements – local agreements that do not form part of the collective agreement at company level, cf. Clause 8.

#### **5 The Master Agreement**

1. Industrial action resources may not be used in connection with an ordinary termination of and bargaining on amendments to the Master Agreement.
2. However, this shall not mean that demands cannot be made for amendments to the Master Agreement in connection with subsequent ordinary wage bargaining after the Master Agreement has been terminated and after the bargaining on amendments has failed. As a result hereof, such demands must then be treated in accordance with the rules that apply to ordinary wage demands. Such demands for amendments may also be made in connection with any collective wage settlement between the ordinary wage bargaining if the parties are in agreement on this.

## **6**

### **The General Agreement**

1. The General Agreement contains rules on collective pay and working conditions for employees in the member enterprises of the Employers' Association of the Norwegian Finance Sector.

The rules of the General Agreement must be seen in relation to the rules on pay and working conditions laid down in the individual collective agreement at company level, cf. Clause 7.

2. Work stoppages or other industrial action must not take place while the General Agreement is in force and until any conciliation proceedings have been held in pursuance of Part 3 of the Norwegian Industrial Disputes Act. The rules of the General Agreement shall apply until a new agreement has been entered into between the central bargaining parties and, moreover, in accordance with the rules in Section 6, no. 3, of the Norwegian Industrial Disputes Act.
3. In connection with collective notice of termination as part of a revision of the General Agreement after the voluntary bargaining has failed, the mutual period of notice shall be 1 month unless the bargaining parties agree on a shorter period of notice.

## **7**

### **The Collective Agreement at Company Level**

1. A written collective agreement at company level shall be entered into in all the member enterprises of the Employers' Association of the Norwegian Finance Sector. The collective agreement at company level shall lay down rules on pay and working conditions that are not governed by the General Agreement. In the event of any direct conflict between the rules of the collective agreement at company level and the rules of the General Agreement, the rules of the latter agreement will take precedence.

The collective agreement at company level shall contain rules on the items listed below in no. 4. The collective agreement at company level does not have to contain rules on the items listed in no. 5, but if demands have been made regarding these items, both parties shall be under an obligation to conduct actual bargaining on these items as well.

2. The individual collective agreement at company level shall have a term of 2 years and a period of notice of 3 months unless otherwise agreed between the parties to the collective agreement at company level.

If the collective agreement at company level is not terminated in writing at the specified period of notice, it shall remain in force for a term of 1 – one – year at a time.

3. The collective agreement at company level shall be entered into between the senior management/representatives of the employer and the shop stewards in the enterprise.
4. The individual collective agreement at company level **shall** contain rules on:
  - a) Scope, cf. Clause 1 of the General Agreement and Clause 1, Sub-clause 2, of the Master Agreement.
  - b) Specification of the application of the General Agreement, cf. Clause 2 of the General Agreement.
  - c) The working hours system of the enterprise, cf. the joint declaration of the General Agreement and Clause 3.
  - d) Any rules that the enterprise may have on night work and work on Sundays and public holidays, cf. Clause 4 of the General Agreement.
  - e) The pay system of the enterprise, cf. the joint declaration of the General Agreement in Chapter III on pay.
  - f) Implementation of the rules on allowance for employees who are acting in a higher paid position, cf. Clause 10 of the General Agreement.
  - g) Implementation of the rules on overtime in connection with training and information measures, cf. Clause 11, no. 8, of the General Agreement.
  - h) The decision-making areas/levels for which shop stewards are to be elected, cf. Clause 13 A, no. 2, of the Master Agreement.
  - i) Guidelines for time off for examinations and time off to prepare for examinations for full-time employees, cf. Clause 18, nos. 2 and 3, of the General Agreement.
  - j) The use of any systems for collection of workload statistics/volume statistics, cf. Clause 34, no. 3, of the Master Agreement.
  - k) The extent and implementation of shop stewards' right to time off and relief from the day-to-day work, cf. Clause 13 A, no. 7 a), of the Master Agreement.

In addition to or in replacement of provisions in the individual collective agreement at company level, special agreements may be entered into on the themes listed above as well as on other themes (see Clause 8).

5. The individual collective agreement at company level **may** contain rules on:
  - a) Any rules on the application of the wage agreements for any subsidiaries, cf. Clause 1, Sub-clause 2, of the Master Agreement and Clause 1, no. 1, of the General Agreement.
  - b) Any deviations from the rules on standard compensation, cf. Clause 5, no. 8, of the General Agreement.
  - c) Any time-rate compensation, cf. Clause 5, no. 12, of the General Agreement.
  - d) Any deviating schemes on automatic pay regrading in connection with pay seniority, cf. Clause 9, no. 2, of the General Agreement.

- e) Any other schemes for handling of appointments other than the establishment of an appointments committee, cf. Clause 14 of the Master Agreement.
- f) Any practical implementation of other schemes than a joint consultation committee, cf. Clause 15 A, no. 1, of the Master Agreement.
- g) Any deviating term for the collective agreement at company level, cf. Clause 7, no.2, of the Master Agreement.
- h) Any deviating rules on the number of shop stewards in the enterprise, cf. Clause 13.
- i) Any liaison officers' tasks and duties, cf. Clause 13 A, no. 16.
- j) Other matters, on the condition that they were regulated in an existing special agreement, cf. Clause 8, no. 1, second sentence.

In addition to or in replacement of provisions in the individual collective agreement at company level, special agreements may be entered into on the themes listed above as well as on other themes (see Clause 8).

- 6. In insurance companies that have a wage agreement directly with the Finance Sector Union of Norway as at 01.01.2002 that applies to insurance agents, a separate collective agreement at company level shall be entered into for this group. Such an agreement may contain rules on fixed and variable pay, cover of costs, work area and transport rules as well as on the term and termination of the agreement. Other working conditions shall be regulated by the collective agreement at company level for the other employees and by the General Agreement and the Master Agreement between the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway.

Such a collective agreement at company level for insurance agents shall be treated as a separate collective agreement at company level in relation to Clauses 10 and 11.

- 7. Industrial action resources may not be used in connection with any termination of and bargaining on amendments to the collective agreement at company level. If the parties to the collective agreement at company level fail to find an overall agreement solution through bargaining on the formation of a collective agreement at company level or on amendments to the existing collective agreement at company level, the dispute shall be brought before a conciliation board for settlement. The composition and authority of the conciliation board are stipulated in Clause 11. Prior to the institution of such conciliation board proceedings, the procedure on the hearing of disputes laid down in Clause 10, no. 1, shall be followed.
- 8. When the previous collective agreement at company level has expired and until any conciliation board proceedings have been concluded, the rules in the previous collective agreement at company level shall apply.

## 8

### Special Agreements

- 1. By agreement between the management and shop stewards in the individual enterprise, written special agreements may be drawn up that apply to the relations between employer and employee. Rules laid down in special agreements may subsequently be incorporated in the collective agreement at company level if the parties are in agreement on this. Any dispute

on whether rules in special agreements are to be incorporated in the collective agreement at company level cannot be brought before a conciliation board for settlement.

Special agreements shall bind the local parties until they have been terminated by written notice. However, any special agreement regarding Clause 7, no. 4 h) and/or k) cannot be terminated by such written notice, but shall be regarded as part of the collective agreement at company level if the procedure stipulated in no. 3 below has not resulted in an agreement being reached between the parties.

2. Any special agreement that is contrary to general and local wage agreements shall be invalid.
3. If the special agreement does not contain any provisions on the term of the agreement, it may be terminated in writing at any given time at minimum 3 months' notice. This shall be subject to the parties to the special agreement having conducted bargaining on the special agreement before its termination. The special agreement may nevertheless be terminated if bargaining has been demanded, but such bargaining has not been conducted within 14 days from when a demand for this was made.
4. In the event of any disagreement on the interpretation of any special agreements, the rules in Clause 10, no. 3, shall apply.

### **CHAPTER 3 THE RIGHT TO ORGANISE AND HEARING OF DISPUTES**

#### **9**

#### **The Right to Organise**

The central bargaining parties mutually recognise the employer's and employees' freedom of association and right to organise.

#### **10**

#### **Hearing of Disputes**

1. If the parties to the collective agreement at company level cannot find an overall agreement solution through bargaining on the formation of a collective agreement at company level or on amendments to an existing collective agreement at company level, representatives of the central bargaining parties shall be brought in with a view to contributing to a possible settlement of the dispute. Protocol on the dispute shall be sent to the central bargaining parties in advance and not later than one week before a meeting is to be held on the dispute in question. In the event of continued disagreement, the rules in Clause 7, no. 7, shall apply.
2. If a dispute arises in the individual enterprise on the interpretation of provisions in the Master Agreement or the General Agreement, a protocol shall be drawn up before the dispute is forwarded to the central bargaining parties. If these parties fail to agree on a settlement of the dispute on interpretation, the dispute shall be settled by the Industrial Tribunal.

3. If a dispute arises in the individual enterprise on the interpretation of provisions in the collective agreement at company level or the enterprise's special agreements, representatives of the central bargaining parties shall be called in with a view to contributing to a possible settlement of the dispute. A protocol on the dispute on interpretation shall be sent to the central bargaining parties in advance and not later than one week before a meeting is to be held on the dispute in question. The central bargaining parties shall do their utmost to co-operate on the settlement of any disputes of interpretation that have been presented to them. If the dispute of interpretation cannot be settled in accordance with these rules, the central bargaining parties may bring the dispute before the Industrial Tribunal for a decision.
4. A negotiating meeting in accordance with nos. 2 and 3 shall be held not later than 14 days after one of the parties has made a demand for this.

## **11**

### **Conciliation Board**

1. The conciliation board mentioned in Clause 7, no. 7, shall consist of a representative of each of the parties that have entered into the collective agreement at company level, a representative of the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway respectively as well as a neutral member, who shall be appointed by the parties to the collective agreement at company level. In the event of a failure to agree on the appointment of the neutral member, the State Mediator shall appoint this member.
2. The conciliation board shall lay down its own rules of procedure for hearing disputes. As a general rule, a meeting shall be held at which the parties present their views.

The conciliation board shall make its decision without undue delay.

The conciliation board's decision shall be regarded as a wage agreement.

## **12**

### **The Relations between the Organisations**

1. Shop stewards in the enterprise may receive advice and information from the Finance Sector Union of Norway for use in their work in the individual enterprise.  
  
The local branches of the Finance Sector Union of Norway shall not be entitled to demand financial advantages for employees in the individual enterprises.
2. The Employers' Association of the Norwegian Finance Sector or the Finance Sector Union of Norway shall not be entitled to take up issues connected with pay and working conditions with the members of the other organisation without the consent of this organisation.
3. If representatives of the Finance Sector Union of Norway want to have access to one of the member enterprises of the Employers' Association of the Norwegian Finance Sector in order to handle wage agreement tasks in accordance with no. 1, advance notice hereof shall be

given to the management of the enterprise. This does not change the provision in no. 2 above.

## **PART 2**

### **CHAPTER 4**

#### **SHOP STEWARDS, CO-OPERATION, CO-DETERMINATION AND EQUALITY**

##### **Joint Declaration**

In this Chapter, the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway have drawn up provisions aimed at providing the proper conditions for good co-operation and solidarity between the enterprise and its employees. The parties especially wish to stress the importance of the employees being ensured (through their shop stewards) of co-determination in matters that concern their employment and working conditions.

In this connection, it should be mentioned that the planning of new IT systems or the development of existing IT systems must be based on a holistic evaluation in which organisation, employment, information and working environment are evaluated on an equal footing with functionality and financial aspects.

Through co-determination and co-operation, the employees are to participate, with their experience and insight, in ensuring secure and good jobs in the enterprise, and the employees shall also be given personal development opportunities. In this connection, it is important that management and shop stewards provide the proper basic conditions to ensure that the intentions on gender equality are met.

The parties agree that it is important for good conditions in the workplace that the co-operation between management and shop stewards takes place under secure forms at the same time as the co-operation must be rational and efficient. The co-operation must be based on mutual respect and trust regarding each other's tasks and views. The shop stewards must be given an opportunity to perform their tasks. The co-operation will take place with due observance of the management's general right and obligation to make final decisions.

The management has the responsibility for preparing and organising the working conditions for the shop stewards. As part of this work, a performance review must be held with the shop steward on commencement as a shop steward and subsequently for each new period for which the shop steward is elected. The performance review must include a discussion of workload, relief requirements, competence development and pay conditions. The work as a shop steward must be on a parity with other work in the enterprise.

The parties also agree that the shop stewards' competence is a tool and a prerequisite for co-operation and development in the enterprise and that it must therefore be ensured that the shop steward always has a high level of competence. The parties agree that time allocated for the necessary competence improvement constitutes positive use of resources.

The parties further wish to stress the importance of both management and employees having representatives with the necessary knowledge about the enterprise's finances and set of agreements.

The parties agree that the work as a shop steward is of positive importance to both the enterprise and the shop steward. Shop stewards must therefore be treated on an equal footing with other employees in connection with the evaluation of pay allowances and increases, appointments, promotions or applications for a new position in the enterprise.

If the office of full-time shop steward entails absence from the shop steward's ordinary work in the enterprise, the parties acknowledge that shop stewards who hold their shop stewardship for a very long period of time may experience a difficult transition to an ordinary position. This may be due to both organisational and vocational changes in the enterprise. The shop steward and the enterprise shall have a joint responsibility to create the right conditions to ensure that the transition to an ordinary position is as smooth as possible, cf. Clause 13 A, no. 5.

### 13

#### Shop Stewards

- A. Election and organisation of the shop steward function.
1. For each decision-making area/level that has employees who are organised in the Finance Sector Union of Norway, shop stewards shall be elected from and among these employees.

Decision-making area/level means the organisational parts of the enterprise in which decisions are made of a staff policy nature or staff administrative nature that will be of importance to the employees' employment and working conditions.

The shop stewards represent the employees and act as a contact between the employees and the management for the decision-making area/level in question.

2. The decision-making areas/levels for which shop stewards are to be elected shall be agreed in the individual collective agreement at company level. The general rule is that the shop stewards' organisation shall reflect the enterprise's organisation. Likewise, deviating rules may be agreed for the number of shop stewards for each area/level.

In group companies and in a corporate group under joint management, a joint shop committee may be set up for two or more of the enterprises if the individual shop committees are in agreement on this. The enterprise may employ a secretary, who is paid by the enterprise, for such a joint shop committee following a recommendation from the committee. The extent of the working hours of this position shall be decided by the enterprise.

As a general rule, shop stewards should be elected for the individual decision-making area/level in accordance with the following scale:

Number of employees in each decision-making area/level:	Number of shop stewards:
1 – 10 employees:	1 shop steward
11 – 25 employees:	2 shop stewards
26 – 50 employees:	3 shop stewards
51 – 150 employees:	5 shop stewards

Over 150 employees: 6 shop stewards

3. The shop stewards shall be elected from among respected competent permanent employees with at least 12 months' continuous service in the enterprise.
4. The shop stewards shall constitute themselves (possibly in a committee) based on the enterprise's organisation and shall themselves elect a chief shop steward.
5. The shop stewards shall be elected for a term of up to 2 years at a time.

When a shop steward ceases to hold a full-time shop stewardship, the shop steward shall switch to work that has been adjusted to his or her competence and experience and to the enterprise's requirements. If possible, the transition shall be discussed well in advance with the shop steward and the chief shop steward. These discussions shall also focus on pay conditions.

A full-time shop steward who returns to his or her ordinary position shall be offered the necessary training.

6. The enterprise's management shall receive written notice of the names of the elected shop stewards within 8 days of their election.
7. a) The shop stewards shall be entitled to the necessary time off and relief from their day-to-day work in order to handle their functions as shop stewards. Shop stewards shall therefore have a corresponding right to time off without deduction of pay when the enterprise's management convenes meetings for discussions or information meetings in accordance with Chapter 4 of the Master Agreement. The parties shall primarily seek to hold such meetings within the enterprise's normal working hours. To the extent to which the meetings are held outside the shop steward's working hours, a part-time shop steward shall be paid the ordinary hourly rate for the time used for such meetings held outside normal working hours.

Shop stewards who receive performance-related pay and whose earnings are reduced because of the work as shop steward shall receive full compensation for this. In connection with the use of workload/volume statistics, shop stewards elected in accordance with Clause 13 shall be granted a reduction in target figures. The reduction shall be fixed in accordance with the extent of the shop steward's shop stewardship and it shall not be distributed on others or result in any lower pay/bonus. The reduction shall be agreed with the manager for each individual shop steward. The target figures for the shop stewards shall be evaluated and possibly reduced in connection with participation in projects set up jointly by the management and the parties. In the event of any disagreement, the reduction shall be decided by the Personnel Manager/Chief HR Executive following discussions with the chief shop steward.

The chief shop steward shall be ensured of a reasonable development in pay. The chief shop steward shall have the possibility of submitting recommendations for personal pay allowances for other shop stewards in the enterprise.

For shop stewards who have their working hours fully or partly allocated for shop steward activities, an agreement should be entered into between the enterprise and the shop steward when the shop steward takes up the office of shop steward. The agreement should regulate matters such as the time spent on the shop steward work/leave, relief requirements, competence development, pay conditions and, for full-time shop stewards, the procedures that are to apply if and when it becomes relevant for the shop steward to return to his or her ordinary position. The agreement should be reviewed in the event of re-election.

The question of time off in connection with courses and conferences for shop stewards shall be regulated by Clause 16 and by any rules laid down in the individual collective agreement at company level.

7. b) Pay compensation and cover of costs for insurance agents paid on a commission basis who are covered by a collective agreement at company level for insurance agents.

The fixed pay shall be paid during the employee's absence in his or her capacity of shop steward.

During absence of minimum 4 hours' duration because of meetings in the shop committee, in other wage agreement bodies, in committees set up by the company or jointly by the parties, meetings convened by the company management and meetings, courses and negotiations held under the auspices of the organisation, compensation for loss of commission earnings shall also be paid in accordance with the formula below:

The number of days of absence is arrived at by dividing the total number of hours by 6.

$$\frac{\text{The commission/absence year} \times \text{the number of days of absence (maximum 115 days)}}{230 - \text{the number of days of absence (maximum 115 days)}}$$

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 will pay 10% of compensation paid in accordance with the above two Sub-clauses, distributed on the individual shop stewards who are covered by this rule on compensation in accordance with a statement from the shop committee.

The company will cover the necessary expenses for travelling, accommodation, meals and the like in connection with shop stewards being given time off during the performance of their duties. This shall also apply to meetings in wage agreement bodies and to other meetings convened by the company management. However, this shall not apply to shop stewards' participation in meetings, courses and negotiations held under the auspices of the employee organisation.

In connection with a change of the chairman of the shop committee, the question of relief and compensation for the outgoing chairman may be brought up with the company.

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

The rules shall not prevent the negotiation of another compensation scheme in the collective agreement at company level regarding the structure of pay and commission schemes as these have been fixed in the collective agreement at company level.

8. The shop stewards shall be entitled to contact the management as often as they find necessary.

As a general rule, joint consultation meetings shall be held between the management and the shop stewards at least four times a year. The enterprise's management shall fix the dates for these meetings and shall convene the meetings at minimum 7 days' notice. A list of the items that both parties wish to have discussed shall be enclosed with the notice convening the meeting. The meetings should be distributed evenly throughout the year. A joint minute book for minutes of the meetings shall be drawn up, and the minutes shall be signed by both parties.

9. If the enterprise formally sets up a committee in connection with a review and implementation of matters mentioned in letter B, nos. 3 and 4, of the present Clause and the implementation of these matters will be of importance to the employees, the shop stewards shall be entitled to appoint at least one representative on the committee from among the employees.

If the representative(s) for the employees is/are appointed from among other employees than the shop stewards, these employee representatives shall have a duty to provide information to the shop stewards.

10. In enterprises with several decision-making levels, a committee of shop stewards – the shop committee (SC) – shall be set up. The shop committee shall represent the employees vis-à-vis the enterprise's senior management. The enterprise shall receive written notice of the names of the members of the shop committee within 8 days.
11. In enterprises with less than 275 permanent employees, the number of members of the shop committee must not exceed 3 persons as a general rule.

In enterprises with more than 275 permanent employees, the number of members of the shop committee must not exceed 5 persons as a general rule.

12. The chief shop steward is the chairman of the shop committee and shall, like the other representatives on the committee, be elected by and from among all shop stewards in the enterprise.

The chief shop steward shall act as the liaison officer between the senior management and the other shop stewards in the enterprise.

The co-operation between the senior management and the chief shop steward shall be handled so that it is ensured that personal contact and co-operation can take place in a manner that is efficient for both parties.

13. The chief safety delegate shall be entitled to participate in the shop committee's meetings with the management.
14. The shop committee shall deal with matters of a general nature and matters of principle as well as matters that cannot be or are not decided within the individual decision-making area/level and within the responsibilities stated in letter B, nos. 2, 3 and 4, of the present Clause. These matters shall be dealt with in accordance with guidelines laid down in the individual enterprise.
15. In matters that cannot be dealt with by the shop stewards within in the individual decision-making areas/levels or that cannot be decided in this area or at this level, the management for the decision-making area/level shall be informed about the content of the matter before it is formally brought before the shop committee.

If the local management formally submits such matters to the enterprise's senior management, the shop stewards shall be informed hereof before the matter is formally submitted to the senior management.

16. In the enterprises, schemes may be established with contact persons who handle the contact between the shop stewards and the employees in individual offices and departments. These persons are called liaison officers. The detailed rules on the tasks and duties of liaison officers will be laid down in the individual collective agreement at company level.

Such liaison officers should, to the greatest possible extent, be elected among the safety delegates to avoid a double handling of matters that may fall within the rules of both the Norwegian Working Environment Act and the set of agreements.

## **B. Responsibilities**

1. The shop stewards shall, together with the enterprise's management, do their best to create and maintain good co-operation within the enterprise, seek to remove any areas of friction and contribute to ensuring that work regulations, agreements, wage agreements and Acts connected with these regulations and agreements are complied with.

The shop stewards shall, together with the enterprise's management, do their best to create and maintain good, modern working conditions in order to achieve a good internal working environment in the enterprise. In their activities, the shop stewards shall also take into account the enterprise's external interests.

2. If the management or the shop stewards want this, a written staff policy shall be drawn up with the participation of the shop stewards. The staff policy shall contain guidelines for, for example, recruitment, posting of vacancies, training as well as welfare and part-time work.
3. The shop stewards shall be informed if a committee or group is set up and given the assignment of reviewing issues that concern the employees' interests. The shop stewards shall be informed in connection with a review of planned changes in the enterprise that are of a significant nature and planned measures that concern employment and working conditions for large groups of employees even if a committee or group is not set up. The shop

committee shall provide information about whether the employees wish to participate in the review work and, if so, in what manner.

Protocol entry:

This provision shall be construed in the same way as 3.3.2.d) with protocol entry in the wage agreement for the insurance sector between the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway for the period 01.05.2000 to 30.04.2002.

In this connection, the shop stewards shall have access to all necessary information and relevant case documents.

4. Any planned measures that significantly affect employment and working conditions for minor groups of members and that consequently do not come under the joint consultation committee shall be discussed with the members in question as soon as possible. At their request, the shop stewards shall be informed.
5. The shop stewards shall be informed about any merger plans in the enterprise at as early a stage as possible. A duty of confidentiality may be imposed on the shop stewards in connection with such matters. This provision shall also apply to plans for establishment of or entry in alliances with other finance enterprises where a merger is not desirable.

The shop stewards shall be entitled to co-determination in the merger process, and this shall include access to any necessary information and relevant case documents.

The central bargaining parties recommend that the shop stewards in enterprises that establish or enter into binding co-operation with other finance enterprises should be ensured of representation in the decision-making bodies of the partner company.

6. The shop stewards' handling of matters that are mentioned in nos. 3 and 4 shall take place at such an early stage that their opinion can be provided at such a time that it may influence the final decision.
7. If the management or the shop stewards want this, written safety and security instructions shall be prepared with the participation of the shop stewards. These instructions shall contain rules on, for example, duty of confidentiality, protection of staff in connection with robbery, including follow-up support, transportation of money and other valuables as well as fire.
8. In enterprises in which an appointments committee has not been set up:
  - a) The shop stewards shall, within a reasonable deadline, submit an opinion in connection with appointment and pay grading of positions that would otherwise be dealt with by the appointments committee.
  - b) Any proposals shall be discussed with the shop stewards before the enterprise makes its final decision in connection with the annual pay review, cf. Clause 14, no. 5.
9. The shop stewards/shop committee may enter into binding agreements with the management on behalf of the employees in the enterprise.

### **C. Information Technology**

1. Information technology (IT) means technology for processing, saving, storing and communicating information such as text, data, sound and image in digital form.
2. The enterprise's IT plans should be presented to the shop stewards annually. The plans should contain possible consequences to the enterprise's number of employees and organisation and the retraining and training requirements that this will entail.
3. If the enterprise formally sets up project committees or similar working groups in connection with the implementation of IT plans, the shop stewards shall be entitled to appoint at least one representative on the committee.
4. Representatives for the enterprise's management shall, in consultation with the shop stewards, evaluate the requirement for training of users, shop stewards and employees who become involved in projects or the like.

See, moreover, Section 12, no. 3, of the Norwegian Working Environment Act.

5. The enterprise's own expertise shall, to a reasonable extent, be available to the shop stewards in consultation with the enterprise's management.

The shop stewards may, following agreement with the enterprise's management, use any necessary external expertise in connection with such matters.

6. If, following implemented feasibility analyses, it can be ascertained that significant cost reductions can be achieved as a result of the introduction of new or changed technological solutions, discussions shall be conducted between the shop stewards and the enterprise's management, in pursuance of Section 12 of the Norwegian Working Environment Act, on how any such cost reductions should be used for improvement of the working environment.

### **14. Appointments Committee**

1. In enterprises with less than 25 employees (head office including all departmental offices and branches), an appointments committee shall be set up unless the management and the shop stewards agree on the establishment of a different scheme in the collective agreement at company level.
2. The committee shall have an equal number of management and employee representatives. Those elected must have been employed in the enterprise for minimum 12 months. At least one of the employee representatives and at least one of the deputy members must be a shop steward in the enterprise.
3. The appointments committee shall fill and fix the pay grade for vacant positions that normally lie within pay grades 1 to 48 on the pay scale. The committee shall receive all relevant information for the assessment of the appointment and pay grading.

Shop stewards in decision-making areas for which no appointments committee has been set up shall be entitled to submit an opinion to the appointments committee.

The committee shall not be responsible for appointments for positions that are so closely connected with the enterprise's management that the person who is being employed must be regarded as a management representative. The term "management representative" means employees who, by virtue of their position, perform employer functions with staff responsibility.

4. In the event of a parity of votes, the matter shall be decided by the enterprise's management or by the body that has been authorised to do so. In the event of a parity of votes between the management representatives and the employee representatives, one of the employees' shop stewards on the committee shall have an opportunity to present the employees' views to the management before a decision is made on the matter in question.
5. The enterprises shall perform an annual review of the employees' pay conditions to evaluate any individual bonuses and merit increments for employees who are in a pay grade up to and including pay grade 48.

In connection with this review, importance shall be attached to special factors such as competence and skills, special qualifications and training and education. The criteria that are used in the review must be made known to all employees. Before the enterprise makes its final decision in these pay reviews, any proposals shall be discussed on the appointments committee. However, this shall not apply to employees who hold positions of the type mentioned in no. 3, Sub-clause 3.

The enterprise's management shall annually prepare a summary of the pay conditions for members of the Finance Sector Union of Norway who are paid in accordance with the pay scale up to and including pay grade 48. On request, the enterprise shall provide the shop stewards with a statement of the members' pay conditions one month before the individual bonuses and merit increments are allocated.

In connection with the performance of the annual pay reviews, the management and shop stewards may each appoint a further representative to the committee.

## **15. Joint Consultation Committee – Working Environment Committee**

### **A. Joint Consultation Committee**

1. In enterprises with more than 50 permanent employees, a joint consultation committee shall be set up. If the management and shop stewards are in agreement on this, the enterprise may decide not to set up a joint consultation committee. In such case, the management and shop stewards shall handle the matters stated in the present Clause. The practical implementation of such a scheme, including decision-making authority in no. 6, shall be agreed between the management and shop stewards in the individual collective agreement at company level.
2. The joint consultation committee shall be composed with equal management and employee representation and shall have 6 members. A corresponding number of deputy members shall

be appointed. Those elected must have been employed in the enterprise for at least 12 months. At least one of the employee representatives and at least one of the deputy members must be a shop steward in the enterprise.

If both parties are in agreement on this, the committee may have more than 6 members.

3. The members of the committee shall sit for a term of up to 2 years at a time.
4. The chairman and the deputy chairman of the committee shall be elected alternately for a term of one year at a time. The party that does not hold the committee chairmanship shall appoint the deputy chairman.
5. The committee shall:
  - a) Participate in creating and further developing good co-operation in the enterprise.
  - b) Work to stimulate the employees' interest in the enterprise's tasks, finances and operating result and create an understanding (through information) of the enterprise's social importance and provide proposals for the wording of the enterprise's policy.
  - c) Ensure that the enterprise's recruitment and training policy must reflect the requirements for knowledge, skills and competence that the future operations are assumed to entail, cf. Chapter 6.
  - d) Be presented with and submit an opinion on the draft annual budget, including sub-budget for expenses for training and education.
  - e) Discuss planned changes in the enterprise of a significant nature and planned measures concerning employment and working conditions for large groups of employees.

It is of significant importance that these matters are, to the greatest possible extent, presented before the enterprise makes its decisions.

6. The committee may make decisions within the following areas:
  - a) General guidelines for preparation and follow-up of the vocational training, including training in product knowledge, within the framework of the enterprise's policy.
  - b) Distribution of welfare funds within a specified budgetary framework.
  - c) General guidelines for loans to employees, which must specify the terms that the employee must meet.
7. The joint consultation committee may also discuss and possibly decide other matters that are delegated to the committee.
8. In the event of a parity of votes on items mentioned in letter A., nos. 6 and 7, the item shall be decided by the enterprise's management.
9. As a general rule, a meeting shall be held at least once every quarter. The chairman of the committee shall convene the meetings at minimum seven days' notice. A list of the items that both parties wish to have discussed shall be enclosed with the notice convening the meeting. Minutes of the meetings shall be kept.

10. A duty of confidentiality may be imposed on the members and deputy members of the joint consultation committee in connection with matters of a special nature.

### **B. Joint Consultation and Working Environment Committee**

1. If the management and shop stewards are in agreement on this, a joint consultation and working environment committee shall be set up. This committee shall deal with working environment matters and matters mentioned in letter A, nos. 5, 6 and 8.
2. If at least one of the members of the working environment/joint consultation committee is not a Clause 13 shop steward, a member of the committee shall be appointed by and from among the shop stewards, in addition to those elected in pursuance of the rules in Regulation 5 of the Regulations on safety delegates and working environment committee. The employer's representation on the committee shall be increased correspondingly.

In connection with voting on resolutions that belong under the working environment committee in accordance with Section 24 of the Norwegian Working Environment Act, only those members (or deputy members if relevant) who have been elected in accordance with Regulation 5 of the above Regulations shall have a voting right.

3. The notice convening committee meetings shall state the items that are working environment items and the items that come under the responsibilities of the joint consultation committee.
4. The working environment committee (the joint consultation and working environment committee) shall participate in follow-up on systematic instruction and training in safety and security routines and the use of safety and security equipment with a view to improving safety for the employees. The committee shall pay particular attention to the security problems and working environment problems that bank branches operated by one employee may represent.
5. For those items for which a resolution may be adopted in accordance with Section 24 of the Norwegian Working Environment Act, the chairman shall have the casting vote in the event of a parity of votes, cf. Section 24, no. 4, final sentence, of the Norwegian Working Environment Act.
6. The joint consultation and working environment committee shall normally hold 4 meetings a year. The committee shall hold a meeting if this is demanded by at least two committee members. The chairman of the committee shall convene the meetings at minimum seven days' notice. An agenda with the items that both sides wish to have discussed shall be enclosed with the notice convening the meeting. Minutes of the meetings shall be kept.

### **C. Distribution of Work between Shop Stewards – Joint Consultation and Working Environment Committee**

In order to avoid double handling of matters, the items that are to be dealt with by the shop stewards and the joint consultation and working environment committee respectively shall be agreed in the individual enterprise in so far as this is practically and legally possible.

## 16. Time Off for Shop Stewards

General rule: Shop stewards shall be given the necessary time off with pay in accordance with the joint declaration of intent for Chapter 4.

1. The executive committee members of the union and other representatives and shop stewards elected by the union shall be given time off with pay when they are called in by the union for meetings or negotiations. Time off with pay shall also be given to those who participate in statutory courses, training or joint events that are agreed between the central organisations.
2. Shop stewards in the organisation as well as employee representatives in the enterprises' management bodies shall be given time off with pay for up to 12 working days a year for participation in courses and conferences for shop stewards organised by the Confederation of Vocational Unions (YS) or the Finance Sector Union of Norway with contents as mentioned in Clause 27, no. 2, as well as for meetings convened by the executive committees in the local branches of the Finance Sector Union of Norway (hereinafter called the local branches).
3. The same right to time off with pay for up to 12 working days a year shall also accrue to executive committee members in the local branches. For these executive committee members, said time off may also be used for participation in executive committee meetings in the local branches.
4. Shop stewards who are also executive committee members of a local branch shall be entitled to the necessary time off with pay in excess of 12 working days a year. This shall be agreed in the individual enterprise and cannot exceed more than a total of 15 working days a year.

Shop stewards who are also the head of a local branch shall also be entitled to the necessary time off with pay in excess of 12 working days a year. This shall be agreed in the individual enterprise and cannot amount to more than a total of 18 working days a year.

5. The necessary travelling time during working hours because of a large distance to the place at which the executive committee meetings of the local branches are held shall be added to the 12 or 15 or 18 working days a year that are mentioned in nos. 3 and 4.
6. The same right to time off with pay for up to 12 working days a year shall also accrue to the centrally appointed course instructors on the union's basic organisational course. This time off may be further extended by up to 12 working days a year if an instructor also holds the offices mentioned in nos. 2 and 3.
7. Those who are elected as Clause 13 shop stewards shall be given time off with pay for up to 5 working days for participation in the union's courses for shop stewards in the period from their election until they take up their position. However, these days of leave shall form part of the quota of 12 working days a year stipulated in no. 2.
8. Employees who are to receive training as Clause 13 shop stewards will be given up to 2 days off with pay a year for participation in the union's basic organisational course. In connection with participation of more than 1 employee in the same enterprise unit, the representation

shall be agreed between the enterprise's management and the shop stewards. The scheme shall be implemented in a manner that ensures minimum negative impact on the enterprise's activities.

9. The parties shall endeavour to ensure that meetings, courses and conferences are held on dates and at times that have minimum negative impact on the enterprise's activities.
10. The enterprise shall be notified of who has been selected to participate in such meetings, courses and conferences. Notice of absence shall be given as early as possible according to the circumstances.

## **17. Equality**

1. All employees shall be given the same opportunities for personal and professional development and shall be treated equally – irrespective of their gender – regarding employment, pay, training and promotion.
2. In order to meet this objective, the parties agree to implement measures partly aimed at achieving rapid effects and partly aimed at achieving more long-term effects once more experience has been gained.
3. The parties are aware that gender equality cannot be achieved without differential treatment of female and male employees and/or job applicants during a transitional period so that women are given preferential treatment with certain advantages over men where the conditions are otherwise equal.
4. The parties are of the opinion that the work on equality must primarily take place in the individual enterprise. It is important in this connection that all executives in the enterprise work actively to achieve the intentions of this agreement.
5. All employees shall be provided with information about the contents of the finance sector's objective on equality and on how the work on equality has been organised in the enterprise.
6. If one of the parties requests this, a plan of action for equality shall be prepared in the individual enterprise.
7. If the management of the enterprise or the shop committee requests this, a separate equality committee shall be set up.
8. Statistical material shall be prepared to highlight the results of the equality work in the enterprise.
9. The joint consultation committee will continuously discuss the measures that should be implemented, including an evaluation of the need and possibilities for
  - drawing up internal and external job advertisements in co-operation with the pay and appointments committee that have the effect that the underrepresented sex is motivated to apply for the positions,

- motivating women and providing them with better opportunities for further training and education, including management training, that qualify them for more demanding work and for work that involves greater responsibility,
- organising equality seminars and meetings as well as other development measures,
- increasing the share of women with a view to equal representation on all committees and councils,
- implementing mentor projects in the enterprise.

10. The joint consultation committee shall prepare a brief annual report on the work that has been done in the enterprise in accordance with the agreement.

11. A course shall be held on the chairing of meetings and on discussion techniques in which female employees will especially be invited to participate.

The course objective is to provide knowledge and skills for employees who wish to develop their resources. The enterprises that choose to organise their own courses shall do so at least once during the term of the agreement. The other enterprises shall likewise hold minimum one joint course. The secretariats of the Finance Sector Union of Norway and the Employers' Association of the Norwegian Finance Sector shall be responsible for the organisation of joint courses. The expenses shall be charged to the individual enterprise on a pro rata basis with the number of participants.

The contents of the course shall be planned and prepared in consultation with the shop stewards and should provide knowledge about

- preparation for meetings and own presentation
- presentation techniques
- communication – concept and process
- chairing of meetings and participation in meetings.

The human resource manager and the chairman of the shop committee shall jointly handle the selection of participants. In the event of any disagreement, the decision shall lie with the human resource manager. The course shall have a duration of 2-4 days.

If the parties in the enterprise agree on other measures than the above course, these/this measure(s) may replace the course.

## **PART 3**

### **CHAPTER 5 APPOINTMENT, NOTICE AND TEMPORARY LAYOFF**

#### **18. Probationary Period – Permanent Employment**

1. In connection with a new appointment, the enterprise may demand that the employee must undergo a probationary period of 6 – six – months, cf. Clause 19, no. 5.
2. During the probationary period, the employee must be kept informed about his or her development.
3. An agreement on a new probationary period cannot be entered into for employees who switch to another position in the same enterprise unless the employee in question is given a right to return to his or her former position in the enterprise.

Permanent employees who leave the enterprise and who are reemployed with the same enterprise within 3 years shall be entitled to permanent employment from the date of commencement.

4. The present Clause shall not apply to temporary staff.

#### **19. Periods of Notice**

1. A mutual period of notice of minimum 3 months shall apply to permanent staff.
2. If an employee is given notice of dismissal after minimum 10 years of continuous employment with the same enterprise, the period of notice shall be minimum 4 months if the notice of dismissal is given after the employee has attained 50 years of age, minimum 5 months after the employee has attained 55 years of age and minimum 6 months after the employee has attained 60 years of age.

The employee may, however, terminate the contract of employment at a period of notice of minimum 3 months. The periods of notice stipulated above may be extended by a written agreement between management and shop stewards.

3. The notice 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 after the notice of dismissal or notice to quit was given.
5. A mutual period of notice of minimum 14 days shall apply to employees during a probationary period.

#### **20. Procedures for Rationalisation and Staff Cuts**

1. If staff cuts are necessary, the management shall enter into talks with the shop stewards as early as possible. In so far as possible, staff cuts shall be implemented by means of natural wastage and voluntary measures. If the enterprise's management finds that it is unable to take the shop stewards' views into consideration, it must give reasons for this. A minute book shall be kept of the discussions, and the minutes shall be signed by both parties. If the management decides that it is necessary to dismiss staff, the management and shop stewards shall discuss the decision with a view to
  - limiting the number of employees who are to be dismissed and
  - remedying the negative effects of the dismissals.

One way of remedying the negative effects of dismissals could be to agree a redundancy payment scheme for the employees who are affected by the dismissals. The parties recommend that such an agreement be entered into. The management and shop stewards may obtain assistance from the central bargaining parties.

2. Notices of dismissal that are due to the enterprise's affairs cannot be given until at the earliest 2 months after the decision on the notices of dismissal was made.
3. In connection with notices of dismissal because of rationalisation/staff cuts, the seniority in the enterprise shall be followed under otherwise equal conditions. In this connection, the enterprise shall also have a special responsibility to older employees. Before notices of dismissal are given, the selection criteria shall be discussed with the shop stewards.
4. In connection with notices of dismissal because of rationalisation/staff cuts, the enterprise shall attach importance to the shop stewards' function and the special position that they hold in the enterprise.
5. For employees who have minimum 3 years of service with the enterprise and who have been given notice of dismissal because of rationalisation/staff cuts, the preferential right shall be extended by another year in accordance with Section 67 of the Norwegian Working Environment Act. This extended right shall be subject to the employee himself or herself notifying the enterprise that he or she wishes to exercise this extended right.

## **21. Temporary Layoff of Employees**

1. Staff may be laid off temporarily:
  - a) When the parties in the individual enterprise have entered into an agreement on this in accordance with Clause 8 of the Master Agreement.
  - b) When such unforeseen events as those mentioned in Section 59 (1) of the Norwegian Working Environment Act have occurred.
  - c) When an industrial dispute that involves part of the enterprise's employees has the effect that other employees cannot be employed in a rational manner. In connection with an official industrial dispute in the enterprise, the employees who are covered by the exempt group of persons cannot be laid off temporarily.
  - d) When the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway give their consent to temporary layoff for other reasons.

2. The parties agree that the concept of temporary layoff does not seem very relevant in the finance sector. Regarding pay during the temporary layoff period, reference is made to Norwegian Act no. 22 of 6 May 1988 relating to the duty to pay wages and salaries during temporary layoffs.
3. If staff is to be laid off temporarily, the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway agree to follow the rules on temporary layoff in force at any given time in the Master Agreement between the Confederation of Norwegian Business and Industry (NHO) and the Confederation of Vocational Unions (YS).

## **CHAPTER 6 WORKING ENVIRONMENT TRAINING IN THE FINANCE SECTOR**

### **Joint Declaration**

The Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway agree that employees who have tasks and duties in the health, environment and safety (HES) work shall be given the training necessary to handle working environment issues in a satisfactory manner.

The purpose of the training shall be to contribute to ensuring that health, environment and safety issues can be handled in good co-operation between management and employees in the individual enterprise. It is important that everyone participates actively in ensuring systematic follow-up for the HES work in accordance with the provisions laid down in the HES Regulations and that the management must assume its responsibility.

The bargaining parties stress the importance of ensuring that the requirements that are made at any given time for existing provisions on the working environment, laid down in Acts and Regulations, are known and met by both the enterprise's management and its employees.

The bargaining parties particularly wish to emphasise the safety and security training, the object of which is to protect the life and health of the employees against physical and mental injuries and damage. For this reason, the training must enable the employees to act in the best possible manner in connection with any attempt at robbery and in other situations of risk and threat. The same shall apply to any breach of the enterprise's own safety and security provisions.

### **22. Target Group**

The target group for the working environment training shall be all employees who perform tasks and/or have responsibilities within the health, environment and safety work in the member enterprises of the Employers' Association of the Norwegian Finance Sector in pursuance of Section 29, no. 2, of the Norwegian Working Environment Act.

The employer shall ensure that safety delegates and members of the working environment committee receive the training that is necessary and required by the supervisory authorities.

### **23. Implementation of the Training**

The Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway agree that the training may be provided within a framework of 22 hours of training and that the training shall, as a minimum, cover the following themes:

- The Norwegian Working Environment Act and other relevant provisions, including the HES Regulations.
- Organisation, planning and performance of the environmental work, including systems and methods.
- Psychological and social aspects of the working environment, cf. Section 12 of the Norwegian Working Environment Act.
- Robbery: Before, during and after, including security and safety.
- Physical working environment: Ergonomics, lighting, noise and climate.

In addition, the chief safety delegate shall be given the training necessary to perform the tasks that the chief safety delegate is under an obligation to perform in accordance with Acts and Regulations.

The working environment training may be provided by the individual enterprise or at courses held by the local branches of the Finance Sector Union of Norway, possibly on the basis of advice and/or assistance from the bargaining parties jointly.

The working environment training shall primarily be provided during ordinary working hours and, moreover, in accordance with the rules in Section 29, no. 4, of the Norwegian Working Environment Act.

In pursuance of Section 25, no. 4, of the Norwegian Working Environment Act, the employer shall notify the Local Labour Inspectorate when the safety delegate has been elected.

The working environment committee shall present an annual report on its activities in accordance with the provisions in Section 24, no. 5, of the Norwegian Working Environment Act.

## **CHAPTER 7 THE EDUCATIONAL AND DEVELOPMENT FUND OF THE FINANCE SECTOR UNION OF NORWAY**

### **24. Object**

1. The object of the fund shall be to implement or support measures aimed at improving the training of the Finance Sector Union of Norway's shop stewards.
2. The measures shall include:
  - a) Training with particular emphasis on organisational work, agreements, planning, case handling and administration, co-operation issues, organisational development, equality, information technology, finance as well as safety and security work.
  - b) Preparation, planning and development of training measures.
  - c) Promotion of sound and correct rationalisation aimed at increased efficiency.

## **25. Financing**

1. The training expenses shall be distributed with 50% on the enterprises that are members of the Employers' Association of the Norwegian Finance Sector, however, so that the contribution from the enterprises shall be limited to maximum NOK 154.00 per annum for each member of the Finance Sector Union of Norway. The size of the contribution may be the object of negotiations between the bargaining parties in connection with the general wage agreement revisions.
2. The enterprises' contribution scheme shall be subject to the remaining part of the expenses (50%) being obtained from the Finance Sector Union of Norway.
3. The funds received shall form part of a fund that shall be disposed of in its entirety by the Finance Sector Union of Norway in accordance with the object stipulated in Clause 34, no. 1. Expenses for shop stewards or representatives for the shop stewards who participate in courses, conferences or the like organised jointly by the Finance Sector Union of Norway and the Employers' Association of the Norwegian Finance Sector shall be covered by the funds of the fund.
4. The contributions from the enterprises shall be collected by the Employers' Association of the Norwegian Finance Sector based on the number of members of the Finance Sector Union of Norway in the member enterprises of the Employers' Association of the Norwegian Finance Sector as at 1 January each year. The contribution amount shall be transferred once every quarter, for the first time before 1 April, to a special account, which shall be at the disposal of the Finance Sector Union of Norway.
5. The Finance Sector Union of Norway shall be responsible for providing the union's share of the fund.

## **26. 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-authorized public accountants or a registered public accountant.
2. The accounts shall be sent to the Employers' Association of the Norwegian Finance Sector 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.

## **27. Dissolution**

1. If the funds are not used as intended, the contribution scheme shall be wound up after the matter has been discussed between the parties.

2. If the contribution scheme is wound up, any remaining funds shall be divided equally between the Finance Sector Union of Norway and the Employers' Association of the Norwegian Finance Sector.

## **CHAPTER 8 SUNDRY PROVISIONS**

### **28. Formation of Wage Agreement**

As a general rule, the Finance Sector Union of Norway will follow the established practice that has existed for many years in Norwegian working life not to use industrial action for the formation of a wage agreement if only a minority of the employees are organised.

### **29. Submission of the Collective Agreement at Company Level**

The parties to the collective agreement at company level shall be under an obligation to submit a new or revised collective agreement at company level to the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway respectively.

### **30. Work in connection with Industrial Dispute/Exempt Group**

#### **A. Work in connection with Industrial Dispute**

1. The Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway presuppose that, if required and in good time before the expiry of the General Agreement, guidelines will be prepared or agreements will be entered into in the individual enterprise that regulate conditions regarding the stoppage and resumption of the activities in the enterprise in order to protect assets to the greatest possible extent and, moreover, to contribute to rapid and efficient resumption of the work after the end of the industrial dispute.
2. Agreements covered in the previous Sub-clause shall require approval by the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway.

#### **B. Exempt Group**

1. The enterprise may demand that named employees of a number stated below shall not be covered by a collective notice of termination (exempt group):
  - Enterprises with more than 1,000 permanent employees may demand a number of exempt employees corresponding to 2%.
  - Enterprises with less than 1,000 permanent employees may demand a number of exempt employees of up to 2%, however, at least one employee if such enterprises have not appointed a deputy for the enterprise's chief executive.

The purpose of this scheme is to prevent permanent loss of major assets and is, moreover, not meant to weaken the effect of any official work stoppage in pursuance of the Norwegian Industrial Disputes Act.

2. Clause 13 shop stewards and the executive committee members of the union and its local branches cannot be selected in accordance with B no. 1.

If an employee who has been selected is elected as a shop steward as mentioned above, the employee in question may be replaced with another employee. Members of the Finance Sector Union of Norway cannot be selected for the exempt group of persons without having given their express consent to this. Moreover, in connection with the selection, no consideration shall be made for whether the employee in question is a member of the Finance Sector Union of Norway. After a collective notice of termination has been given and before a new wage agreement has been adopted, it should not be possible to make any changes in the exempt group unless the change is a result of a change of persons for the position in question.

3. A list containing the names and positions of those who have been selected shall be prepared in good time before the voluntary bargaining is commenced and preferably before 1 February each year in which central bargaining is to be conducted. Before the list is made known in the individual enterprise, the shop stewards must have approved the exempt group of persons regarding members of the Finance Sector Union of Norway.

### **31. Sympathetic Industrial Action**

1. Rules on an industrial peace duty shall not restrict the enterprises' or employees' right to participate in a work stoppage that is implemented in support of another official industrial dispute when consent has been granted by the Employers' Association of the Norwegian Finance Sector or the Finance Sector Union of Norway respectively. Before consent is granted, negotiations shall be conducted between the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway on the extent and implementation of the work stoppage. A negotiating meeting must have been held within 4 days from when a demand for this has been made.
2. The notice of work stoppage in accordance with no. 1 must have been given not later than 3 weeks before such sympathetic industrial action is planned to be taken unless the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway agree on another deadline for the negotiating meeting mentioned in no. 1.

In connection with a sympathetic strike among members of the Employers' Association of the Norwegian Finance Sector in support of employees in enterprises that are not members of the Employers' Association of the Norwegian Finance Sector, the period of notice for the strike shall be 4 weeks.

3. If the Finance Sector Union of Norway calls a sympathetic strike among the members of the Employers' Association of the Norwegian Finance Sector because of an industrial dispute in an enterprise that is not a member of the Employers' Association of the Norwegian Finance Sector, the Finance Sector Union of Norway shall concurrently call a sympathetic strike in any corresponding unorganised enterprises. However, the number of employees who are included in the sympathetic strike in the unorganised enterprises shall approximately correspond to the number of employees in the organised enterprises.

The Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway may agree on exceptions to this rule.

4. The Finance Sector Union of Norway's right to declare sympathetic strikes in enterprises that are members of the Employers' Association of the Norwegian Finance Sector in support of demands against unorganised enterprises shall be subject to the demands not extending beyond the General Agreement between the Employers' Association of the Norwegian Finance Sector and the Finance Sector Union of Norway.
5. Clause 30 B of the present Agreement shall not apply in connection with a sympathetic strike unless the sympathetic strike covers more than 50% of the employees in the individual enterprise.
6. A collective notice of termination in accordance with the rules in the present Clause must contain information about the concrete persons who are covered by the collective notice of termination, the enterprises that the collective notice of termination concerns and the time at which the period of notice begins to run.

The collective notice of termination does not have to contain all this information if the principal industrial dispute concerns the right to have working conditions fixed in the form of a wage agreement in enterprises in which at least half of the employees are organised in the Finance Sector Union of Norway. The same shall apply irrespective of membership if the objective of the principal industrial dispute is to protect the right to organise.

### **32. Pay Disbursement**

Unless otherwise agreed, pay shall be disbursed via a bank.

### **33. Withholding of Union Dues**

1. Members of the Finance Sector Union of Norway will have a monthly amount withheld from their pay to cover their union dues.
2. Members of the Finance Sector Union of Norway who are covered by the Finance Sector Union of Norway's insurance scheme will have an amount withheld from their pay for the premium in accordance with a list that the enterprise receives from the Finance Sector Union of Norway.

### **34. Personal Data on the Enterprise's Employees**

1. Personal data are information and evaluations that can be related to an individual person.

Registers of persons are registers, lists, etc. in which personal data are stored systematically so that information about the individual person can be retrieved.

2. The management shall, in co-operation with the shop stewards, prepare guidelines for the use of personal data. Registration of personal data must be reasoned based on considerations

for the enterprise's administration, management and activities, cf. the Norwegian Act relating to the processing of personal data (the Personal Data Act).

The guidelines shall, as a minimum, describe:

- The registers for personal data that are to be used and the information that is to be entered in the various registers.
  - How personal data are to be processed, handled and used.
  - Who is to have access to personal data and the information to which various users are to have access.
  - Measures aimed at ensuring that unauthorised persons do not come into possession of personal data and rules on the deletion or shredding of such information.
3. The use of any systems for the gathering of workload statistics/volume statistics shall be laid down in the individual collective agreement at company level.
4. Regarding systems for storage and use of personal data, reference is made to the Norwegian Act relating to the processing of personal data (the Personal Data Act) as well as to Regulations issued in pursuance of the Act.

for  
THE EMPLOYERS' ASSOCIATION OF  
THE NORWEGIAN FINANCE SECTOR

for  
THE FINANCE SECTOR UNION  
OF NORWAY