Basic Agreement
between Finance Norway (Finans Norge) and the Finance Sector Union of Norway (Finansforbundet)
2016-2019
Basic Agreement
between Finance Norway (Finans Norge) and the Finance Sector Union of Norway (Finansforbundet) for employees in member companies of Finance Norway. Effective from 1 January 2016 to 31 December 2019.

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.
CHAPTER 1
RELATIONS BETWEEN THE PARTIES, APPLICATION AND TERM OF THE AGREEMENT

§ 1 Relations between the Parties - Scope

The present Basic Agreement shall form the first part of all collective agreements that have been or are entered into between Finance Norway and the Finance Sector Union of Norway (the central bargaining parties). The Basic Agreement shall also form the first part of the individual company-level agreement, cf. Clause 7.

§ 2 Application

The present Basic Agreement shall, together with the rules of the Norwegian Act relating to Labour Disputes, 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 shop steward’s rights and obligations. In addition, it forms the basis for cooperation between the parties in the individual company.

§ 3 Term of the Agreement

The present Basic Agreement, which shall enter into force on 1 January 2016 shall be valid until 31 December 2019 and shall subsequently remain in force 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 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 Basic Agreement two years after it has entered into force.
CHAPTER 2
AGREEMENT STRUCTURE

§ 4 Agreement Structure in the Finance Sector

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

• Basic Agreement, cf. Clause 5.
• Company-level agreement, cf. Clause 7.
• Any special agreements – local agreements that do not form part of the company-level agreement, cf. Clause 8.

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

§ 5 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 that demands may be 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. 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 rounds if the parties so agree.

§ 6 The General Agreement

1. The General Agreement contains rules on collective pay and working conditions for employees in member companies of Finance Norway.

The rules of the General Agreement shall be viewed in connection with the rules on pay and working conditions laid down in the individual company-level agreement, cf. Clause 7.

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

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 Company-Level Agreement

1. A written company-level agreement shall be entered into in all member companies of Finance Norway. The company-level agreement shall contain provisions on pay and working conditions that are not regulated in the General Agreement. In the event of a direct conflict between the rules of the company-level agreement and the General Agreement, the rules of the latter shall take precedence.

The company-level agreement shall contain rules on the items listed in no. 4 below. The company-level agreement does not have to contain rules
on the items listed in no. 5, 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 be valid for a term of 2 years, with a period of notice of 3 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 1 - one - year at a time.

3. **The company-level** agreement shall be entered into between senior management/representatives of the employer and the shop stewards in the company.

4. **The individual** company-level agreement shall contain rules on:

   a) Specification of the scope in accordance with Clause 1 of the General Agreement.


   c) The company’s working hours system, cf. the Joint Declaration and Clause 3 of the General Agreement.

   d) Any rules in the company on night work and work on Sundays and public holidays cf. Clause 4 of the General Agreement.

   e) The company’s wage system, cf. the Joint Declaration in Chapter 3 on pay in 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 Basic Agreement.

   i) 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.


   k) The scope and implementation of shop stewards’ right to time off and relief from their day-to-day work, cf. Clause 13 A, no. 7 a), 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 Clause 8).

5. **The individual** company-level agreement may contain rules on:

   a) Any rules on the application of the collective agreements to subsidiaries.

   b) Any deviations from the rules on standard compensation, cf. Clause 5, no. 8, of the General Agreement.

   c) Any time compensation, cf. Clause 5, no. 12, of the General Agreement.


   e) Any other schemes for employment procedures other than the establishment of an Appointments Committee, cf. Clause 14 of the Basic Agreement.

   f) Any practical implementation of another scheme than the Consultation Committee, cf. Clause 15 A, no. 1, of the Basic Agreement.
g) Any deviating term of the company-level agreement, cf. Clause 7, no. 2, of the Basic Agreement.


i) Any elected contact persons’ tasks and duties, cf. Clause 13 A, no. 16.

j) Any other matters, provided that they were regulated in an existing special agreement, cf. Clause 8, no. 1, second sentence.

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 Clause 8).

6. In insurance companies that, as of 1.1.2002, 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 entered into for this group. Such an agreement may contain rules on fixed and variable pay, cost reimbursements, work areas and traffic rules as well as on the term 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 Finance Norway and the Finance Sector Union of Norway.

Such a company-level agreement for insurance agents shall be treated as an individual company-level agreement in relation to Clauses 10 and 11.

7. Means of industrial action cannot be used in connection with termination of, and bargaining on amendments to, the company-level agreement. If the parties to the company-level agreement fail to arrive at an overall agreement solution through bargaining on the formation of a company-level agreement or on amendments to the company-level agreement, the matter shall be submitted to a Dispute Resolution Board for settlement. The composition and authority of the Dispute Resolution Board are stipulated in Clause 11.

Before the Dispute Resolution Board convenes, the parties shall follow the procedure for the hearing of disputes stipulated in Clause 10, no. 1.

8. 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.

§ 8 Special Agreements

1. Written special agreements may be entered into in the individual company on the relations between the employer and the employees if the management and the shop stewards agree on this. The rules in a special agreement may subsequently be incorporated in the company-level agreement if the parties agree on this. 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.

Special agreements shall be binding on 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 notice, but shall be regarded as forming part of the company-level agreement if the procedure stipulated in no. 3 below has not resulted in an agreement between the parties.

2. Any special agreement that is contrary to central and local collective agreements shall be invalid.

3. If the special agreement does not contain provisions on the term of the agreement, it may be terminated in writing at minimum 3 months’ notice at any given time. This provides that the parties to the special agreement have conducted bargaining before the termination of the agreement. The agreement may nevertheless be terminated if bargaining has been requested, but no such bargaining has been conducted within 14 days from when said request was made.

4. In the event of any disagreement on the interpretation of special agreements, the rules in Clause 10, no. 3, shall apply.
CHAPTER 3
THE RIGHT TO ORGANISE AND HANDLING OF DISPUTES

§ 9 The Right to Organise

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

§ 10 Handling of Disputes

1. If the parties to the company-level agreement fail to arrive at an overall agreement solution, through bargaining, on the formation of a company-level agreement, or on amendments to the company-level agreement, representatives of the central bargaining parties 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 central bargaining parties in advance and not later than a week before a meeting about the dispute is to be held. The central bargaining parties shall, to the greatest possible extent, collaborate on a settlement of interpretation disputes that they have received. If the interpretation dispute is not settled in accordance with the present rules, the central bargaining parties may bring the dispute before the Labour Court for 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 demanded such a meeting.

§ 11 Dispute Resolution Board

1. The Dispute Resolution Board mentioned in Clause 7, no. 7, shall consist of a representative of each of the parties that have entered into the company-level agreement, a representative of Finance Norway and the Finance Sector Union of Norway respectively 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.

2. 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.

§ 12 Relations between the Organisations

1. Shop stewards 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. **Finance Norway** or the Finance Sector Union of Norway shall not be entitled to raise matters connected with wage 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 Finance Norway, in accordance with no. 1, the management of the company shall be notified hereof in advance. This shall have no effect on the provision in no. 2 above.

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**Joint Declaration**

In the present Chapter, the Norwegian Finance Norway and the Finance Sector Union of Norway have laid down provisions aimed at creating the right conditions for good cooperation and solidarity between the company and its employees. The parties especially wish to stress the importance of ensuring that the employees are given an opportunity, through their shop stewards, to codetermination on matters concerning their employment and working conditions.

It should be mentioned in this context that the planning of new information technology (IT) systems, or the development of existing IT systems, shall be based on a holistic assessment in which organisation, employment, information and working environment are assessed on an equal footing with functionality and economy.

Through participation 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 the management and the shop steward create conditions for ensuring that the objective of gender equality is met.

The parties agree that it is vital for good conditions in the workplace that cooperation between the management and the shop stewards takes place under reassuring forms, while it must also be ensured that the cooperation is rational and efficient. Such cooperation requires that the parties show mutual respect and trust for each other's tasks and points of view. The shop stewards must be allowed to perform their tasks and duties.
The management’s general right and obligation to make final decisions shall be observed in connection with the cooperation between the parties.

Organising the working conditions for the shop stewards is a managerial responsibility. As part hereof, an appraisal talk shall be held with the shop steward on commencement of his or her employee representation duties and subsequently for each new period in which the shop steward is elected. The appraisal talk shall include a discussion of the workload, the need for relief, competence development and pay conditions. The work as a shop steward shall be equated with other work in the company.

The parties further agree that the shop stewards’ competence is a tool and a prerequisite for the cooperation and development in the company and that the shop stewards must therefore have a high level of competence at any given time.

The parties agree that the allocation of time for the necessary competence improvement constitutes a positive use of resources. In addition, the parties wish to stress the importance of ensuring that both the management and employees have representatives with the necessary knowledge about the company’s finances and agreements.

The parties agree that the work as shop steward is of positive importance to both the company and the shop steward. Shop stewards shall therefore be equated with other employees in the assessment of pay allowances, appointments, promotions or applications for new positions in the company.

As full-time employee representation entails absence from the ordinary work in the company, the parties acknowledge that the transition to an ordinary position may be difficult for employees who have served as shop stewards for a very long period of time. The reason for this may be both organisational and related to vocational changes in the company. The shop steward and the company shall have a joint responsibility for creating conditions that ensure that this transition is as smooth as possible, cf. Clause 13 A, no. 5.

§ 13 Shop Stewards

A. ELECTION OF SHOP STEWARDS AND ORGANISATION OF THEIR 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 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 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 company-level agreement. The general rule is that the shop stewards’ organisation must reflect the company’s organisation. Deviating rules may correspondingly be agreed for the number of shop stewards for each area/level.

In group companies and an industry group under the same management, a joint Shop Stewards’ Committee may be set up for two or more of the companies if the individual Shop Stewards’ Committees agree on this. Following a recommendation from such a joint Shop Stewards’ Committee, the company may employ a secretary for the Committee, who’s salary shall be paid by the company. The percentage for the position shall be decided by the company.

As a general rule, shop stewards 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:  

- 1-10 employees:
- 11-25 employees:
- 26-50 employees:
- 51-100 employees:
- 101-150 employees:
- Over 150 employees:

In companies with 1 - 10 employees, a deputy shop steward may also be elected.

3. The shop stewards shall be elected from among recognised competent permanent employees with minimum 12 months of consecutive service with the company.

4. The shop stewards shall constitute themselves (possibly in a Committee) based on the company's organisation and shall elect their own chief shop steward.

5. The shop stewards shall be elected for a term of up to 2 years at a time.

When a full-time shop steward position terminates, the shop steward 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 shop steward and with the chief shop steward well in advance. The discussions shall also comprise pay conditions. A full-time shop steward who returns to a regular position shall be offered the necessary training.

6. The company's management shall be notified in writing within 8 days of the names of the employees who have been elected as shop stewards.

7.a) Shop stewards shall be entitled to the necessary time off and relief from their day-to-day work to handle their duties as shop stewards. Shop stewards shall therefore have a corresponding right to time off from work without any pay deduction when the company's management convenes meetings for discussions or information meetings in accordance with Chapter 4 of the Basic Agreement. Such meetings shall primarily be held within the company's ordinary working hours. Where the meetings are held outside the shop steward's working hours, part-time shop stewards shall be paid the ordinary hourly rate for the time used for such meetings.

Shop stewards 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 Clause 13 shop stewards. The reduction shall be fixed in accordance with the extent of the employee representation, it must not be distributed on others and it must not result in any lower pay or bonuses. For the individual shop steward, the reduction shall be agreed with the manager. The shop stewards' target figures shall be assessed and possibly reduced in connection with participation in projects set up by the 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 chief shop steward.

The chief shop steward shall be ensured of a reasonable pay development. The chief shop steward may submit recommendations for personal pay allowances for other shop stewards in the company.

For a shop steward whose full working hours or parts hereof are used for shop steward work, an agreement shall be entered into between the company and the shop steward on commencement of the shop steward's duties, if the management or the shop steward requests this. The agreement should regulate matters such as the time used for the shop steward work and leave, the need for relief, competence development and pay conditions. For a full-time shop steward, the agreement should also regulate what is to happen if and when it becomes relevant for the shop steward to return to his or her ordinary position. The agreement should be reviewed in connection with re-election of the shop steward.
The question of time off from work in connection with courses and conferences for shop stewards shall be regulated by Clause 16 and by any rules laid down in the individual company-level agreement.

7.b) 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.

The shop steward's fixed pay shall be disbursed in connection with absence from work for employee representation duties.

For absence from work of minimum 4 hours' duration in connection with meetings of the Clause 13 Shop Stewards' Committee, or other bodies set up in pursuance of 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:

\[
\text{Commission/the year of absence} \times \frac{\text{the number of days of absence}}{6} \times \frac{230 - \text{the number of days of absence}}{115}
\]

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% of the compensation paid in accordance with the two previous Sub-clauses, distributed on the individual shop stewards who are covered by this compensation rule following the submission of a statement from the Shop Stewards' Committee.

The company shall cover necessary expenses for travelling, accommodation, meals and the like when shop stewards 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 shop stewards' participation in meetings, courses and bargaining under the auspices of the employees' organisation.

In connection with a change of Chairman on the Shop Stewards' Committee, matters regarding relief and compensation for the outgoing Chairman 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 that another compensation scheme may be 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.

8. The shop stewards shall be entitled to contact the management as often as they find necessary. As a general rule, contact meetings shall be held between the management and the shop stewards at least four times per annum. The company's management shall schedule the dates for these meetings and convene them at minimum 7 days' notice. An agenda with the items that both sides wish to discuss shall be enclosed with the notice convening the meeting. The meetings should be distributed evenly throughout the year. A joint minute book shall be created for the meetings and signed by both parties.

9. If the company formally sets up a Committee in connection with an assessment and implementation of items mentioned in letter B, nos. 3 and 4, of the present Clause, and where the implementation hereof will be of importance to the employees, the shop stewards shall be entitled to appoint at least one member of the Committee from among the employees.
If the employee member(s) is or are appointed from among other persons than the shop stewards, such employee members shall have a duty to provide information to the shop stewards.

10. In companies with several decision-making levels, a committee of shop stewards – the Shop Stewards’ Committee (SSC) - shall be set up to represent the employees vis-à-vis the company’s senior management. The company shall be informed in writing of the names of the members of the Shop Stewards’ Committee within 8 days.

11. In companies with less than 275 permanent employees, the number of members of the Shop Stewards’ Committee shall, as a general rule, not exceed 3 persons.

In companies with more than 275 permanent employees, the number of members of the Shop Stewards’ Committee shall, as a general rule, not exceed 5 persons.

12. The chief shop steward shall be the Chairman of the Shop Stewards’ Committee and shall, together with the other representatives on the Committee, be elected by and from among all shop stewards in the company.

The chief shop steward shall act as a contact between the senior management and the other shop stewards in the company.

The cooperation between the senior management and the chief shop steward shall be handled in such a way that efficient personal contact and cooperation can be ensured for both parties.

13. The company’s chief safety and welfare delegate shall be entitled to participate in the Shop Stewards’ Committee’s meetings with the management.

14. The Shop Stewards’ 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 part 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 company.

15. In matters that cannot be dealt with by the shop stewards within the individual decision-making areas/levels, or that are not decided within the area/level in question, the management for the decision-making area/level shall be informed about the contents of the matter before it is formally presented to the Shop Stewards’ Committee.

If the local management formally presents such matters to the company’s senior management, the shop stewards shall be notified hereof in advance.

16. The companies may establish schemes with contact persons who handle the contact between the shop stewards and the employees in individual offices and departments. These contact persons shall be known as elected contacts. Further rules on elected contacts’ tasks and duties shall be laid down in the individual company-level agreement.

Such contact persons should be appointed among the safety and welfare delegates, to the greatest possible extent, to avoid any double procedures for discussions of matters that may fall within the rules of both the Norwegian Working Environment Act and the agreements.

B. APPLICATION

1. The shop stewards 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 Acts are observed.

The shop stewards shall, together with the company’s management, do their utmost to create and maintain good up-to-date working conditions in order to achieve a sound internal working environment in the company.
The shop stewards shall also keep the company’s external interests in mind in connection with their activities.

2. If the management or the shop stewards so wish, a written staff policy shall be prepared with the shop stewards’ participation. The staff policy shall contain guidelines for, for example, recruitment, and posting of vacancies, training, welfare and part-time work.

3. The shop stewards shall be notified in connection with any appointment of a committee or group, the task of which is to examine matters that, by their nature, concern the employees’ interests. 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 shop stewards shall be notified hereof even if a committee or a group is not set up. The Shop Stewards’ Committee shall state whether the employees wish to participate in the assessment work and, if so, in what way.

   **Record entry:**
   The present provision shall be construed in the same way as Sub-Clause 3.3.2.d) with record entry in the collective agreement for the insurance sector between the Norwegian Employers’ Association for the Financial Sector and the Finance Sector Union of Norway for the period 01.05.2000 to 30.04.2002.

   The shop stewards shall have access to all necessary information and relevant case documents in this connection.

4. Planned measures that significantly affect employment and working conditions for small groups of members and that therefore do not come under the Consultation Committee shall be discussed with the persons affected as soon as possible. At their request, the shop stewards shall be informed.

5. The shop stewards shall be informed about any merger/demerger plans in the company at as early a stage as possible. A duty of secrecy and confidentiality may be imposed on the shop stewards in such cases. This provision shall also apply to plans for the establishment of alliances or entry into existing alliances with other finance companies where a merger/demerger is not desirable.

   The shop stewards shall be granted the opportunity to have influence on the merger process, and they shall be granted access to any necessary information and relevant case documents.

   The central bargaining parties recommend that the shop stewards in companies that enter into binding cooperation with other finance companies should be ensured of representation on the partner company’s decision-making bodies.

6. The shop stewards’ discussion of matters mentioned in nos. 3 and 4 shall be conducted at such an early stage that their opinion can be submitted at a time at which it may influence the final decision on the matter in question.

7. If the management or the shop stewards so wish, written safety and security instructions shall be prepared with the participation of the shop stewards. These instructions shall contain rules on, for example, a duty of secrecy and confidentiality, protection of staff in connection with robbery, including aftercare, transportation of valuables and fire.

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

   a) The shop stewards 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 shop stewards before the company makes its final decision in connection with the annual pay review, cf. Clause 14, no. 5.
9. The shop stewards or the Shop Stewards’ Committee may enter into binding agreements with the management on behalf of the employees in the company.

C. INFORMATION TECHNOLOGY

1. Information technology (IT) refers to technology used for processing, storing and transmitting information such as text, data, sound and images in digital form.

2. The company’s IT plans should be presented to the shop stewards annually. The plans should contain the possible consequences to the size of the company’s staff and organisation and a specification of the requirements for retraining and training that this will entail.

3. If the company formally sets up a Project Committee or similar working groups in connection with the implementation of IT plans, the shop stewards shall be entitled to appoint at least one member of the Committee.

4. Representatives of the company’s management shall, in consultation with the shop stewards, assess the need for training of users, shop stewards and employees who are engaged in projects or the like.

Reference is, moreover, made to Section 4-2 (1) of the Norwegian Working Environment Act.

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

Following agreement with the company’s management, the shop stewards may use any necessary external expertise in connection with such issues.

6. If significant cost reductions can be ascertained after performed consequence analyses as a result of the introduction of new or changed technological solutions, discussions shall be entered into between the shop stewards and the company’s management, in pursuance of Section 4-2 of the Norwegian Working Environment Act, on whether, and, if so, how these cost reductions should be used for improvement of the working environment.

§ 14 Appointments Committee

1. In companies with minimum 25 employees (head office including all department offices and branches), an Appointments Committee shall be set up unless the management and the shop stewards 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 have been employed with the company for minimum 12 months. At least one of the employee members of the Committee and at least one of the deputy members shall be a shop steward in the company.

3. 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.

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

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 the management. The term "representative of the management" shall mean employees who, by virtue of their position, exercise employer functions with staff responsibility.

4. 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 the event of a parity of votes between the management’s and the
employees’ representatives, one of the employees’ shop stewards on the
Committee shall be entitled to present the employees’ views to the manage-
ment before a decision is made on the matter.

5. The companies shall make an annual review of the employees’ pay
conditions in order to assess any personal pay allowances for employees
who are paid within the pay scale.

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 on
the Appointments Committee, or with a shop steward where an Appoint-
ments 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 no. 3,
sub-paragraph 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 shop
stewards with a statement of the members’ pay conditions one month before
the personal pay allowances are allocated. The shop stewards shall also
receive anonymised pay statistics about the other employees’ pay conditions.

In connection with the performance of the annual pay reviews, the
management and the shop stewards may each add a further member
of the Committee.

§ 15 Consultation Committee – Working Environment Committee

A. CONSULTATION COMMITTEE

1. In companies with more than 50 permanent employees, a Consultation
Committee shall be set up. The company may decide not to set up a Consulta-
tion Committee if the management and the shop stewards agree. In such
case, the management and the shop stewards shall handle the matters that
are dealt with in the present Clause. The practical implementation of such a
scheme – including the decision-making authority in no. 6 – shall be agreed
between the management and the shop stewards in the individual company-
level agreement.

2. The Consultation Committee shall have equal representation of manage-
ment and employees and shall consist of 6 members. A corresponding
number of deputy members shall be appointed. The members appointed
must have been employed with the company for minimum 12 months.
At least one of the employee members of the Committee, and at least
one of the deputy members, must be a shop steward in the company.

The Committee may have more than 6 members if both parties agree.

3. The Committee’s members shall serve for a term of up to 2 years at a time.

4. The Chairman and Vice-Chairman of the Committee shall be elected alterna-
tely for a term of one year at a time. The party who is not represented by the
Chairman of the Committee shall elect the Vice-Chairman.

5. 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, create an understanding, through information,
of the company’s social importance and provide input for the formulation
of the company’s policy.

c) Ensure that the company’s recruitment and training policy reflects the
requirements for knowledge and competence that the company’s operations
are assumed to require in the future, cf. Chapter 6.
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.

It is of significant importance that the matters are presented and discussed before the company makes its decisions in so far as this is possible.

6. **The Committee may** make decisions within the following areas:

   a) General guidelines for the structure, organisation 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) Guidelines for the principles that apply to loans to employees, with specification of the applicable terms that the individual employee must meet.

7. **The Consultation Committee** may also discuss and possibly make decisions on other matters that are delegated to the Committee.

8. **In the event** of a parity of votes for items mentioned in letter A, nos. 6 and 7, the matter shall be decided by the company'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. An agenda containing the items that both sides wish to have discussed shall be enclosed with the notice convening the meeting. Minutes shall be kept of the meetings.

10. **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 shop steward 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 shop steward or a senior shop steward in the same company. In such cases, the duty of secrecy and confidentiality shall also apply to the party from whom advice is sought.

**B. JOINT WORKING ENVIRONMENT AND CONSULTATION COMMITTEE**

1. **If the management** and the shop stewards agree on this, a joint Working Environment and Consultation Committee may be set up to discuss issues concerning the working environment as well as items of the type mentioned in letter A, nos. 5, 6 and 8.

2. **If at least** one of the members of the Working Environment and Consultation Committee is not a Clause 13 shop steward, a member must be appointed to the Committee by and from among the shop stewards in addition to the members who have been elected in pursuance of the rules of the Regulations on Organizing, management and participation. The employer's representation on the Committee shall be increased correspondingly. In connection with voting on decisions that, in pursuance of Section 7-2 of the Norwegian Working Environment Act, belong under 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.

3. **The notice** convening meetings of the Committee shall state the items that concern working environment issues and the items that comes under the remit of the Consultation Committee.

4. **The Working Environment Committee** (the joint Working Environment and Consultation 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 represent.
5. **In those** cases in which a decision can be made in pursuance of Section 7-2 of the Norwegian Working Environment Act, the Chairman 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 Norwegian Working Environment Act.

6. The *joint* Working Environment and Consultation Committee shall normally hold 4 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 Chairman of the Committee shall convene the meetings with minimum seven days' notice. An agenda with the items that both parties wish to discuss shall be enclosed with the notice convening the meeting. Minutes shall be kept of the meetings.

### C. DISTRIBUTION OF WORK DUTIES BETWEEN SHOP STEWARDS – JOINT WORKING ENVIRONMENT AND CONSULTATION COMMITTEE

In order to avoid double 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 shop stewards and by the joint Working Environment and Consultation Committee respectively.

§ 16 **Time Off for Shop Stewards**

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

1. **The union’s Board** members and other shop stewards 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 required courses/training or joint events agreed between the central organisations.

2. **Shop stewards** 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 shop stewards arranged by the Confederation of Vocational Unions (YS) or the Finance Sector Union of Norway with contents as mentioned in Clause 24, no. 2, and for meetings convened by the Boards in the regional branches of the Finance Sector Union of Norway (hereinafter called the regional branches).

3. **Board members** in the regional branches 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.

4. **Shop stewards** who are also Board members in the regional branches 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.

Shop stewards who are also managers of regional branches 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.

5. **Any necessary** time needed for travel during working hours, due to long distance between the workplace and the place 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. 3 and 4.

6. **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. 2 and 3.

7. **Employees who** are elected as Clause 13 shop stewards shall be granted time off with pay for up to 5 working days for participation in the union’s course for shop stewards in the period from their election and until they...
4. The parties are of the opinion that the work to ensure equal rights and opportunities must primarily take place in the individual company. It is important in this connection that all employees who have an executive position in the company work actively to meet the intentions of the present Agreement.

5. All employees shall be provided with information about what the finance sector’s objective for equal rights and opportunities entails and about how the work to ensure equal rights and opportunities is organised in the company.

6. An action plan for equal rights and opportunities shall be prepared in the individual company if one of the parties so requests.

7. If the company’s management or the Shop Stewards’ Committee so requests, a separate Equality Committee shall be set up.

8. Statistical material shall be prepared to illustrate the results of the work with equal rights and opportunities in the company.

9. The Consultation Committee will continuously discuss the measures that should be implemented and assess the need and possibilities for

• formulating internal and external postings of vacancies, together with the Pay and Appointments Committee, so that the underrepresented gender is motivated to apply for the positions,

• motivating women and giving them better opportunities for further training and education, including as executives, that will qualify them for more demanding and responsible work,

• arranging equality seminars/meetings and other development measures,

• increasing the share of women with a view to equal representation on all committees,

• implementing mentor projects in the company.

8. Employees who are to be trained as Clause 13 shop stewards shall be granted time off with pay for up to 2 days per annum for participation in the union’s basic organisational course. In the event of participation by more than 1 employee from the same company unit, the representation shall be agreed between the company’s management and the shop stewards. The scheme shall be implemented in such a way that as little disruption as possible is caused to the company’s activities.

9. It must be endeavoured that meetings, courses and conferences are scheduled at times that are of as little disruption as possible to the company’s activities.

10. 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 depending on the circumstances.

§ 17 Equal Rights and Opportunities

1. All employees shall be given the same opportunities for personal and vocational development and shall be treated equally – regardless of gender – in terms of employment, pay, training and advancement.

2. To meet this objective, the parties agree to implement measures aimed at achieving both immediate short-term effects and more long-term effects after further 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 in a transitional period in which women are given certain advantages over men where circumstances are otherwise equal.
§ 18 Probational Period – Permanent Employment

1. In connection with employment, the company may require in writing that the employee shall undergo a probational period of 6 – six – months, cf. Clause 19, no. 5.

2. The employee shall be kept informed about his or her development during the probational period.

3. An agreement on a new probational 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. A permanent employee who leaves the company and is re-employed with the same company within a period of 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 employees.

2. If an employee is given notice of termination after minimum 10 years of consecutive employment with the same company, the period of notice shall be of minimum 4 months if the notice is given after the employee has attained 50 years of age, minimum 5 months if the employee has attained 55 years of age and minimum 6 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 minimum 3 months. The periods of notice stipulated above may be extended by written agreement between the management and the shop stewards.

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 following month after the month in which the notice of termination was given.

5. A mutual period of notice of minimum 14 days shall apply to employees who are in a probational period.

§ 20 Procedures for Rationalisations and Operational Cut-backs

1. If staff reductions become necessary, the management shall enter into discussions with the shop stewards at as early a stage as possible. In so far as possible, staff reductions shall take the form of natural wastage and voluntary measures. If the company's management finds that it cannot take into consideration the shop stewards' 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. If the management decides to go ahead with the notices of termination, the management and the shop stewards shall discuss the decision with a view to

- limiting the extent of the notices of termination, and to
- remedying the negative effects hereof.

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. The management and the shop stewards may be assisted by the central bargaining parties.

2. Notices of termination that are based on the company's situation cannot take effect until, at the earliest, 2 months after the decision on termination was made.

3. In the event of notices of termination based on rationalisations/cut-backs, the employees' seniority in the company shall be followed, other things being equal. In this connection, the company shall also have a special responsibility to older employees. Before the notices of termination are given, the selection criteria shall be discussed with the shop stewards.

4. In the event of notices of termination based on rationalisations/cut-backs, the company shall attach importance to the shop stewards' function and the special position that they hold in the company. Before a decision is made to give a shop steward notice of termination, the matter shall be discussed between the senior management/HR Manager and the company's chief shop steward.

5. For employees who have minimum 3 years of service with the company and who are given notice of termination due to rationalisations/cut-backs, the preferential right in pursuance of Section 14-2 of the Norwegian 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.

§ 21 Temporary Layoff of Employees

1. Employees may be temporary laid off:

a) If the parties in the individual company have entered into an agreement on this in accordance with Clause B of the Basic Agreement.

b) If unforeseen events have occurred of the type mentioned in Section 15-3 (10) of the Norwegian Working Environment Act.
c) If a 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 temporary layoff.

d) If Finance Norway and the Finance Sector Union of Norway consent to this on other grounds.

2. The parties agree that the use of temporary layoff as a remedy seems of little relevance in the finance sector. Regarding pay during the period of temporary layoff, reference is made to Norwegian Act no. 22 of 6 May 1988 relating to the Obligation to Pay Wages during Temporary Layoffs.

3. If employees are to be made subject to temporary layoff, Finance Norway and the Finance Sector Union of Norway agree to follow the rules on temporary layoffs in force at any given time in the Basic Agreement between the Confederation of Norwegian Enterprise (NHO) and the Norwegian Confederation of Vocational Unions (YS).

CHAPTER 6
WORKING ENVIRONMENT TRAINING IN THE FINANCE SECTOR

Joint Declaration

Finance Norway and the Finance Sector Union of Norway agree that employees who perform tasks relating to health, environment and safety (HES) work shall be given the training necessary to enable them to handle working environment issues in a satisfactory manner.

The object of the training shall be to contribute to making it possible to handle health, environment and safety issues through good cooperation between management and employees in the individual company. It is important that everyone participates actively in order to ensure that the HES work is characterised by systematic follow-up in pursuance of the provisions laid down in the HES Regulations concurrently with the management assuming its responsibilities.

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

The bargaining parties especially wish to stress the safety and security training, the purpose of which is to protect the employees’ life and health against physical and psychological injuries and damage. To meet this objective, the training must enable the employees to act in the best possible way in connection with any attempts at robbery and in other situations in which they are threatened. The same shall apply in connection with any violation of the company’s own safety and security provisions.
§ 22 Target Group

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

The employer shall ensure that safety and welfare delegates and members of the Working Environment Committee receive the training that is necessary and required by the supervisory authorities.

§ 23 Implementation of Training

Finance Norway and the Finance Sector Union of Norway agree that the training shall be provided within a framework of 22 hours and that it shall, as a minimum, comprise the following themes:

- The Norwegian Working Environment Act and other relevant provisions, including the HES Regulation.
- Organisation, planning and implementation of the environmental work, including systems and methods.
- Psychological and social aspects of the working environment, cf. Section 3-2, Section 4-2, Section 4-3 and Section 10-2 (1) of the Norwegian Working Environment Act.
- Robbery: Before, during and after, including safety and security.
- Physical working environment: Ergonomics, lighting, noise and climate.

In addition, the chief safety and welfare delegate shall receive the training necessary for performance of the tasks imposed on the chief safety and welfare delegate in pursuance of Acts and Regulations.

The working environment training may be handled by the individual company or via courses arranged by the Finance Sector Union of Norway regional branches, possibly on the basis of advice and/or assistance from the bargaining parties jointly.

The working environment training shall primarily take place during ordinary working hours and, moreover, in pursuance of the rules in Section 6-5 (3) and (4) and Section 7-4 of the Norwegian Working Environment Act.

The Working Environment Committee shall submit an annual report on its activities in pursuance of the provisions in Section 7-2 (6) of the Norwegian Working Environment Act.
CHAPTER 7
THE FINANCE SECTOR UNION OF NORWAY’S INFORMATION AND DEVELOPMENT FUND

§ 24 Object
1. The object of the Fund shall be to implement or support measures aimed at promoting the training of the Finance Sector Union of Norway’s shop stewards.

2. The measures shall, inter alia, aim towards:
   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 and welfare work.
   b) Preparation, organisation and development of training measures.
   c) Promotion of healthy and sound rationalisation aimed at increasing efficiency.

§ 25 Financing
1. The training expenses shall be divided by 50 % on the member companies of Finance Norway, however, with the contribution from the companies being limited to a maximum amount of NOK 154 per annum for each member of the Finance Sector Union of Norway. The size of the contribution may be negotiated between the bargaining parties in connection with the general wage settlements.

2. It shall be a prerequisite for the companies’ contribution scheme that the remaining share of the expenses (50 %) is obtained from the Finance Sector Union of Norway.

3. The funds received shall be channelled into a Fund, which shall be managed in its entirety by the Finance Sector Union of Norway in accordance with the object stipulated in Clause 24, no.1. The expenses for shop stewards or representatives of the shop stewards who participate in courses, conferences or the like arranged jointly by the Finance Sector Union of Norway and Finance 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 at 1 January each year in member companies of Finance Norway. The contribution amount shall be transferred once every six months, for the first time before 1 July, into a special account, which will be at the disposal of the Finance Sector Union of Norway.

5. The Finance Sector Union of Norway shall be responsible for ensuring that its share of the Fund is paid.

§ 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-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.

§ 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 unallocated funds shall be divided equally between the Finance Sector Union of Norway and Finance Norway.
§ 28 Formation of Collective Agreements

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

§ 29 Submission of the Company-Level Agreement

The parties to the company-level agreement shall be under an obligation to submit a new or revised company-level agreement to Finance Norway and the Finance Sector Union of Norway respectively.

§ 30 Work in connection with Labour Disputes/Independent Category

A. WORK IN CONNECTION WITH LABOUR DISPUTES

1. Finance Norway and the Finance Sector Union of Norway presuppose that - if required - the individual company will prepare guidelines or enter into agreements, well in advance of the expiry of the General 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, moreover, to contribute to rapid and efficient resumption of the work after the end of the labour dispute.

2. Agreements covered by the above Sub-Clause shall be subject to approval by Finance Norway and the Finance Sector Union of Norway.

B. INDEPENDENT CATEGORY

1. The company may demand that named employees of a number stipulated below shall not be covered by collective notice of termination (independent category):

   - Companies with more than 1,000 permanent employees may demand a number of employees corresponding to 2%.
   - Companies with less than 1,000 permanent employees may demand a number of employees of up to 2%, however, 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 large values and assets, and the measure is, moreover, not meant to weaken the effect of any lawful work stoppage in pursuance of the Norwegian Act relating to Labour Disputes.

2. Clause 13 shop stewards as well as the union's and the regional branches' Board members cannot be selected in accordance with B, no. 1.

   If a selected employee is elected as a shop steward 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. Moreover, it must not be taken into consideration in connection with the selection whether or not the person in question is a member of the Finance Sector Union of Norway. If collective notice of termination has been given and a new collective agreement has not yet been adopted, changes should not be possible unless they are a result of a person being replaced with another in the position in question.

3. A list of the names and positions of those who are selected must have been prepared well in advance of the commencement of the voluntary bargaining and preferably before 1 February each year in which central bargaining is to be conducted. Before the list is made public in the individual company.
the shop stewards must have approved the independent category regarding members of the Finance Sector Union of Norway.

C. SHIELDING AGREEMENT

In those cases in which the Finance Sector Union of Norway and Finance Norway may have entered into a separate shielding agreement, this agreement shall apply to the area in question instead of the rules in Clause 30 A. and B. of the Basic Agreement.

§ 31 Sympathetic 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 Finance Norway or the Finance Sector Union of Norway respectively. 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 4 days from when such a meeting was demanded.

2. The notice of a work stoppage in accordance with no. 1 must have been given not later than 3 weeks before such a sympathetic 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 sympathetic 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 4 weeks.

3. If the Finance Sector Union of Norway declares a sympathetic strike among the members of Finance Norway because of a labour dispute in a company that is not a member of Finance Norway, the Finance Sector Union of Norway shall concurrently declare a sympathetic strike in any corresponding non-unionised companies. However, the number of employees who are involved in the sympathetic 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 sympathetic strike in companies that are members of Finance Norway in support of demands against non-unionised companies shall depend on the demands not exceeding the provisions in the General Agreement between Finance Norway and the Finance Sector Union of Norway.

5. Clause 30 B of the present Agreement shall not apply to sympathetic strikes unless the sympathetic strike involves more than 50 % of the employees in the individual company.

6. Collective notice of termination in accordance with the rules in the present Clause 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 minimum 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.

§ 32 Disbursement of Pay

Unless otherwise agreed, pay shall be disbursed once a month.
§ 33 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.

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.

§ 34 Personal Data on the Company’s Employees

1. **Personal data** are information and assessments that can be connected 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, together with the shop stewards, prepare guidelines for the use of personal data.

   Registration of personal data must be reasonably justified, based on considerations for the company’s administration and activities, cf. the Norwegian Act relating to the Processing of Personal Data.

   The guidelines shall, as a minimum, describe:

   - The registers of personal data that will be used and the information that will be included in the different registers.

   - 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 to ensure that unauthorised parties do not access personal data as well as rules on destruction of such data.

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

4. **Regarding systems** for storage and use of personal data, reference is made to the Norwegian Act relating to the Processing of Personal Data and to Regulations issued in pursuance of said Act.