Collective Agreement for stage-technical production enterprises. This English version is an unofficial translation by Creo and is not approved by Virke. In the event of any inconsistency, the Norwegian version will prevail.

This document also includes 6 appendix that is significant for the entirety of the agreement. These are available in the <u>Norwegian</u> edition.

Overenskomst for scenetekniske bedrifter (English version)

Established: 15 August 2024

Expires: 31 March 2026

between the

Virke - Federation of Norwegian Enterprise

and

CREO

PART 1 MAIN AGREEMENT BETWEEN THE NORWEGIAN CONFEDERATION OF TRADE UNIONS (LO) AND VIRKE								
PA	RT 2	OVERENSKOMST FOR SCENETEKNISKE BEDRIFTER	3					
1	INTRO	DDUCTORY PROVISIONS	3					
	1.1	Scope	3					
	1.2	Exceptions	3					
	1.3	Special local agreements	3					
2	WORKING HOURS							
	2.1	Definitions	3					
	2.2	Daily working hours	4					
	2.3	Weekly working hours	4					
	2.4	Weekly non-working hours	4					
	2.5	Work schedule	4					
	2.6	Calculating average working hours	5					
	2.7	Overtime and added work	5					
	2.8	Workplace	5					
3	PAY AND ALLOWANCES							
	3.1	Definitions	5					
	3.2	Salary determination	5					
	3.3	Annual salary adjustment/local negotiations	6					
	3.4	Minimum salary rates	6					
	3.5	Overtime allowance	6					
	3.6	Special allowances	6					
	3.7	Apprentice wages	7					
	3.8	Wage seniority	7					
4	Mi	scellaneous provisions	7					
	4.1	Competence	7					
	4.2	Care leave	8					
	4.3	Backpay in the event of death	8					
	4.4	Pay during military service	9					
	4.5	Workwear/personal protective equipment	9					
	4.6	Travel on behalf of the enterprise	10					
	4.7	Hire of labour	10					
5	Du	ration, termination of employment and pay adjustment provision for the second year of the agreement	10					

Appendix (only available in Norwegian version):

Bilag 1 Avtale om ny AFP-ordning

Bilag 2 Sliterordningen

Bilag 3 Ferie mv.

Bilag 4 Korte velferdspermisjoner

Bilag 5 Ansatte i vikarbyråer

Bilag 6 Samarbeid om bærekraftig utvikling av bedriften

Part 1 Main agreement between the Norwegian Confederation of Trade Unions (LO) and Virke

Part 2 Overenskomst for scenetekniske bedrifter

1 INTRODUCTORY PROVISIONS

1.1 Scope

This collective agreement is a collective labour agreement that applies to production and stage equipment personnel and other employees of stage equipment enterprises. 'Stage equipment enterprises' means enterprises that carry out project planning and/or hire out stage equipment and services.

When the conditions of the Main agreement for the establishment of a collective agreement are met, this collective agreement may be applied as a collective agreement within a staffing/recruitment agency which is a member of Virke and which has employees who are hired out and perform work within the scope of this collective agreement; see the first paragraph.

1.2 Exceptions

The provisions of this collective agreement concerning pay and working hours (Chapters 2 and 3) do not cover the general manager/local manager and employees in managerial or particularly independent positions.

1.3 Special local agreements

Local parties may enter into special local agreements concerning pay and working conditions which supplement the collective agreement.

2 WORKING HOURS

2.1 Definitions

2.1.1 Working hours

'Working hours' is the period during which the worker is available to the employer in accordance with the law and applicable agreements.

2.1.2 Split-day working

'Split-day working' means a working hours arrangement where the daily working hours are divided into two attendances per day. If the work is interrupted for less than four consecutive hours, the interruption shall be deemed to constitute continuous working hours. The use of split-day working shall be limited insofar as is possible and shall collectively not exceed 16 hours.

In the event of split-day working without an overnight stay, the employer shall provide satisfactory restrooms with dining facilities in quiet surroundings. The employee shall have access to a toilet. Agreement may be reached for the employee's own home to be used as a restroom during the period between attendances.

The framework for the use of split-day working shall be agreed with the elected representative.

2.1.3 Flexible working hours

'Flexible working hours' means a working hours arrangement where a proportion of the daily working hours can be scheduled to take place during a core period and where the individual employee is able to vary the rest of their working hours within an outer framework

2.1.4 Definition of '24-hour period'

'24-hour period' means the period from 06.00 to 06.00

2.1.5 Definition of 'week'

'Week' means the period from Tuesday 06.00 to Tuesday 06.00

2.2 Daily working hours

Daily working hours shall not exceed nine hours within a period of 24 hours, unless an agreement is reached to use average calculations in accordance with clause 2.5.

2.3 Weekly working hours

Ordinary working hours shall not exceed 37.5 hours per week on average. Working hours shall not exceed 35.5 hours per week on average in the following cases:

- a. In the case of semi-continuous shift work and comparable rota work,
- In the case of work split between two shifts which is regularly performed on Sundays and public holidays, and comparable rota work which is regularly performed on Sundays and public holidays,
- c. In the case of work which entails the individual employee having to work at least one in every three Sundays,
- d. In the case of work that is primarily performed at night.

2.4 Weekly non-working hours

The employee's ordinary working hours shall be scheduled so that there is a continuous non-working period of at least 35 hours every week and so that there is always a full 24-hour period during the non-working period. Wherever possible, the non-working period shall be scheduled on a Sunday or public holiday.

The employer and employee may agree in writing a working hours arrangement which, on average, gives the employee time off work every other Sunday and public holiday over a period of 26 weeks, though such that the weekly 24-hour non-working period falls on a Sunday or public holiday at least every fourth week.

The parties may agree that the non-working period shall comprise 35 hours on average, subject to a minimum of 28 hours in any one week. The period for calculating average non-working hours shall correspond to the period used to calculate average working hours.

In exceptional cases, non-working periods may be scheduled on a Sunday and Monday. This shall be agreed with the elected representative in connection with determination of the work schedule.

2.5 Work schedule

agreement.

If the employees work at different times of the 24-hour period, a work schedule shall be drawn up which specifies the weeks, days and times that each employee is to work; see Section 10.3 of the Norwegian Working Environment Act (*Arbeidsmiljøloven*). If an employee has entirely or partially fixed working hours, this shall be stipulated in the employment

In the event of unforeseen needs, minor changes may be made to the work schedule. The employer and elected representative shall enter into a local agreement concerning the framework for changes to the work schedule. In connection with such changes, special consideration shall be given to the employee's health, wellbeing and other social considerations.

The minimum number of working hours in the work schedule is four.

2.6 Calculating average working hours

The employer and elected representatives may agree in writing the method that is to be used for calculating the average number of working hours; Section 10-5 of the Working Environment Act. Special emphasis shall be placed on consideration for the employees' health and welfare. The average number of working hours over a seven-day period shall be 37.5 or 35.5; cf. clause 2.3.

2.7 Overtime and added work

Mandatory work over and above the scheduled working hours in the work schedule shall be deemed overtime. In the case of part-time employees, work over and above the working hours specified in the work schedule shall be deemed added work.

2.8 Workplace

Working hours shall commence and end at the workplace. The work schedule shall be put up at the workplace. Unless the parties at an individual enterprise agree to use a different arrangement, the enterprise's registered address shall be deemed to be the place where the employee reports for work each day.

3 PAY AND ALLOWANCES

3.1 Definitions

'Salary' means fixed salary and all fixed annual supplements. This collective agreement is a minimum wage agreement. The minimum wage is specified for a 100% FTE position.

Monthly salary is annual salary divided by 12. 'Hourly wage' means fixed salary excluding all wage-related supplements with the following divisors, unless otherwise agreed:

- 37.5-hour week divisor 1950
- 35.5-hour week divisor 1846

The 'krone supplement' (a supplement amounting to a specific amount) given on the basis of a 37.5-hour week shall be converted to the krone supplement for a 35.5-hour week by multiplying the krone rate per hour by 1950, and then dividing the answer by 1846.

3.2 Salary determination

Salary shall be determined upon appointment by agreement between the employee and employer. Upon appointment by the enterprise, the employee shall be placed on the minimum salary table for the position. Prior to the determination of salary, an assessment shall be made of the employee's skills, experience, seniority and responsibilities.

3.3 Annual salary adjustment/local negotiations

Salaries of employees shall be adjusted annually. The adjustment shall be based on the enterprise's productivity, future outlook, finances and competitiveness.

The assessment and adjustment of salaries shall be carried out following prior negotiations between the enterprise's management and the employee's elected representatives.

In connection with the local negotiations, the enterprise shall also carry out an assessment of the salaries of employees who are absent due to parental leave.

Virke and Creo assume that the local parties will conduct actual negotiations and that the negotiations will be minuted.

3.4 Minimum salary rates

Minimu	m wage rates	Seniority – after years				
Group	Position	0	3	6	9	12
1	Stage equipment project manager	NOK 281	NOK 285	NOK 290	NOK 298	NOK 310
2	Stage equipment manager	NOK 257	NOK 261	NOK 265	NOK 273	NOK 283
3	Stage technician and other employees with vocational college education or equivalent experience-based qualifications	NOK 245	NOK 248	NOK 252	NOK 260	NOK 270
4	Stage technician and other employees with a certificate of apprenticeship or equivalent experience-based qualifications	NOK 232	NOK 236	NOK 239	NOK 247	NOK 256
5	Stage technician and other employees without a certificate of apprenticeship	NOK 213	NOK 216	NOK 219	NOK 226	NOK 235

3.5 Overtime allowance

A 40% supplement shall be payable for overtime worked during the period 06.00 to 24.00 Monday to Saturday.

A 75% supplement shall be payable for overtime worked during the period 24.00 to 06.00 on weekdays and Saturdays, and on Sundays and public holidays/festive days.

Working hours in excess of 13 hours during a 24-hour period shall be remunerated at the rate of 75% of the employee's ordinary wage.

3.6 Special allowances

Special allowances shall be paid at no less than the rates stipulated in this provision. Better conditions may be continued or introduced locally compared with those stipulated in this collective agreement.

3.6.1 Evening supplement:

For work between 21.00 and 24.00, an hourly supplement of NOK 63 shall be payable. The supplement shall be given proportionately per 30-minute period or part thereof, and shall not be payable in connection with overtime, when the overtime supplement is higher.

3.6.2 Night supplement

For work between 00.00 and 06.00, an hourly supplement of NOK 100 shall be payable from Monday to Friday, and of NOK 116 for Saturday and Sunday. The supplement shall be given proportionately per half-hour period or part thereof, and shall not be payable in connection with overtime, when the overtime supplement is higher.

3.6.3 Weekend supplement

For work from Saturday 00.00 to Monday 06.00, an hourly supplement of NOK 63 shall be payable. The supplement shall be payable per half-hour period or part thereof, and shall not be payable when the weekend, night and/or overtime supplement is higher.

3.6.4 Supplement for working days in excess of 10 hours

As part of local agreements concerning the calculation of average working hours (see 2.6), a supplement shall be agreed for working days of between 10 and 12.5 hours. The supplement shall not be payable when the evening, weekend, night and/or overtime supplement is higher.

3.6.5 Public holidays and festive periods

For ordinary work on movable public holidays and 1 and 17 May, a supplement of 100% shall be payable per hour worked. For work after 15.00 on Easter Saturday, Christmas Eve and New Year's Eve, a supplement of 100% shall be payable per hour worked.

3.7 Apprentice wages

Apprentices shall be remunerated in accordance with the enterprise's wage system. The calculation of apprentice wages shall be based on the earnings of newly qualified skilled workers within the apprentice's discipline at the enterprise, and remuneration shall be paid in accordance with the scale below.

First six-month period at the enterprise: 30%
Second six-month period at the enterprise: 40%
Third six-month period at the enterprise: 50%
Fourth six-month period at the enterprise: 80%

3.8 Wage seniority

3.8.1 Wage seniority in connection with military service

Completed compulsory military service with the Norwegian Armed Forces shall be credited as wage seniority.

3.8.2 Wage seniority in connection with pregnancy/birth or adoption

Employees who are on leave in connection with pregnancy/birth or adoption shall accrue wage seniority for up to one year, if the employee is entitled to parental allowance or adoption allowance in accordance with Chapter 14 of the Norwegian National Insurance Act (Lov om folketrygd) of 29 February 1997.

4 Miscellaneous provisions

4.1 Competence

Reference is made to Supplementary Agreement VI – PROFESSIONAL DEVELOPMENT, ADDITIONAL QUALIFICATIONS AND ASSOCIATED LEAVE.

4.1.1 Professional development plan

The parties are in agreement that a systematic plan for professional development shall be developed and maintained within each enterprise. The plan shall be based on an assessment of the skill needs that must be met in order to perform the tasks that the enterprise faces, and shall describe the specific measures for professional development.

The professional development plan should:

- be updated annually
- motivate the employee to develop themselves professionally
- contain plans for the implementation of professional development measures for the individual employee
- the professional development plan should enable employees to learn additional skills through vocational college and/or upper secondary school. In such cases, the enterprise shall cover the expenses attributable to any course fees, learning materials and examination/test fees.

4.1.2 Examinations and study days

Employees who by agreement take an examination from upper secondary school, university or university college shall be given paid leave for the examination days, in addition to two study days prior to each examination. In the case of part-time employees with less than a 50% FTE position, one study day shall be given prior to each examination. It is a condition that the person concerned would have performed ordinary work on the two days immediately prior to the examination.

Employees who by agreement with the enterprise attend school/college or a course which is of importance for their discipline shall be given paid time off when the teaching commences at 16.00 or later, so that there is at least two hours between the end of work and the start time of the school/course. The parties at the individual enterprise shall agree on guidelines for practising of the arrangement.

4.2 Care leave

Employees who have been employed for at least one year shall be given care leave in accordance with the following rules:

In connection with leave in accordance with Section 12-3 of the Working Environment Act, the right to pay during leave shall be granted if the father/co-parent takes over the care of other children under 10 years of age or takes care of the mother and child after the birth.

If the parents do not live together, another caregiver who lives with the mother on the same terms as a father/co-parent in accordance with the above rules shall be entitled to leave.

Paid leave shall be limited to a maximum of two weeks. When calculating the employee's leave, any salary basis in excess of six times the Norwegian National Insurance scheme basic amount shall be disregarded.

The provisions concerning leave with pay shall apply for up to 12 working days per birth.

4.3 Backpay in the event of death

Survivors who the employee had provided for/was obliged to provide for shall receive backpay corresponding to full pay for two months from the date of death. If the employer has taken out a group life insurance policy, this policy shall replace the backpay that is payable if the survivors are guaranteed at least the same amount.

The following shall be deemed survivors in the listed order (irrevocable beneficiaries in the listed order):

- a) Spouse or registered partner of the deceased. The person concerned shall not be deemed a spouse/partner if a judgement has been pronounced or a decree issued for judicial separation, divorce or dissolution of the partnership, even if the decision is not final.
- b) Cohabiting partner. 'Cohabiting partner' means a person who the deceased lived with at the time of their death and who is able to document, through confirmation from the Norwegian Population Register, that they were cohabiting with the deceased during the past two years, or who has the same residence and joint children with the employee.
- c) Children under 20 years of age.
- d) If the enterprise has a pension scheme which has survivors as beneficiaries or which disburses other benefits in the event of death, the amount of backpay disbursed shall be reduced correspondingly.
- e) If an insurance policy has been taken out, the enterprise shall pay an amount in advance corresponding to two months' salary and enter into the insurance claim in respect of the amount concerned.
- f) The right to backpay shall apply when the employment of an employee who has been employed in a position at the same enterprise for at least two years is terminated as a result of death

4.4 Pay during military service

After six months' employment, employees who are ordered to carry out military service and who work in a 50% or more full-time equivalent shall be entitled to the following pay, which shall be paid during the service period:

a) For the compulsory service as a whole, half pay for up to three months less the compensation that the person concerned receives from the public sector, including a proportionate share of the discharge compensation, but excluding any family supplement.

NB: 'Compulsory service as a whole' also includes service which is split into three months of recruit training and subsequent service within the framework of the ordinary compulsory service period in the army (compulsory service of 12 months).

b) For subsequent service, full pay for up to one month less the compensation that the person receives from the public sector, including any family supplement.

In order to receive pay during military service, the employee must work for the enterprise for at least three months after completing their military service. Reference is made to the statement which the employee must sign at the request of the employer in order to receive payment in accordance with this provision.

If the employee vacates their position after resigning within three months, the enterprise shall be entitled to offset any payments that are due against any amounts that the person concerned is owed by the enterprise.

The above provisions shall also apply to employees who are ordered to carry out ordinary mandatory service with the Norwegian Home Guard, Norwegian Civil Defence or Norwegian Police Reserve.

4.5 Workwear/personal protective equipment

Workwear that is mandatory in accordance with public authority regulations and workwear or uniforms that are mandatory in accordance with the enterprise's regulations shall be paid for by the employer and shall be the employer's property. In the case of employees who perform

duties which cause clothing to become particularly heavily soiled or worn, and employees who work in warehouses under special and difficult conditions with regard to cold and draughts, the enterprise shall provide suitable workwear, coveralls and the like, which shall be the property of the enterprise.

4.6 Travel on behalf of the enterprise

Regulations concerning travel on behalf of the enterprise shall be discussed locally. The discussions shall be minuted.

4.7 Hire of labour

Employees of staffing/recruitment agencies shall, for as long as the hire arrangement continues, be afforded the same pay and working conditions as apply in the hire company in accordance with Section 14-12(a) of the Working Environment Act.

This provision means that pensions are not covered by the principle of equal treatment.

If the staffing/recruitment agency is not bound by a collective agreement between the Norwegian Confederation of Trade Unions (LO) and an employers' association, Appendices 1, 2, 3 and 6 and supplementary agreements 8 and 9 of the Main Agreement shall not apply.

The hire company shall be obliged to provide the staffing/recruitment agency with the necessary information to enable the condition concerning equal treatment that follows from the second paragraph to be fulfilled, and to bind the staffing/recruitment agency to fulfil this condition.

At the request of the elected representatives, the enterprise shall document the pay and working conditions that apply within the staffing/recruitment agency when hired employees work under the collective agreement.

Chapter 4 of the Main Agreement shall also apply in relation to hired workers with the following exceptions: If the hire company is bound by the Main Agreement between LO and Virke, any disputes concerning the pay and working conditions of the hired person shall be a matter between the parties within the hire company.

Upon request, elected representatives and representatives of the hiring enterprise may assist in the negotiations by providing information about the agreements applicable within the hiring enterprise.

If the hire enterprise is not bound by the Main Agreement between LO and Virke, elected representatives within the hire company may bring up claims with the hiring enterprise concerning breaches of the principle of equal treatment in the second paragraph, so that the hiring enterprise can clarify and, if necessary, rectify the matter in accordance with Section 14-12(c) of the Working Environment Act.

Hired workers shall be introduced to the elected representatives within the hiring enterprise.

When discussing hiring, the local parties shall also discuss resources for elected representative work; see section 4.4.1 of the Main Agreement.

Duration, termination of employment and pay adjustment provision for the second year of the agreement

The collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of one year at the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed for a period of the collective agreement shall apply from 15.8.2024 to 31.3.2026 and may be renewed from 15.8.2024 to 31.3.2024 to 31.3.2026 and may be renewed from 15.8.2024 to 31.3.2024 to 31.3.2

a time if it is not terminated in writing by one of the parties with two -2 – months' notice.

Prior to expiry of the first year of the agreement, negotiations shall be conducted between Virke and LO, or a body authorised by LO, concerning any salary adjustments for the second year of the agreement. The parties are in agreement that the negotiations shall be conducted on the basis of the financial situation at the time of the negotiations and the outlook for the second agreement year, in addition to price and pay developments during the first agreement year. A stance shall be adopted concerning the amendments to the collective agreements for the second agreement year by LO's Representation, or a body authorised by LO, and Virke. If the parties are unable to reach agreement, the organisation that submitted a claim may, within fourteen – 14 – days after conclusion of the negotiations, terminate the individual collective agreements with fourteen – 14 – days' notice (though for termination no earlier than 31.3.2025).