

# Local agreement for wireline

Local agreement between Archer AS and Industri Energi Archer

The agreement is valid from 1<sup>st</sup> December 2022

Disclaimer: This is a translated version of the original agreement. For any disagreements the Norwegian document signed by both parties will be subject of interpretation.

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## 2 General

### 2.1 Scope

- 2.1.1 The agreements shall apply to employees with working place offshore within the oil service (wireline) in Archer AS. The agreement is an addition to the agreement between the Norwegian Shipowners' Association (NR) and The Norwegian Confederation of Trade Unions (LO)/Industri Energi, (OSBA).

### 2.2 Interpretation

- 2.2.1 In this agreement is conflicted by other local agreements, this agreement shall prevail.
- 2.2.2 If there is doubt about the terms in this agreement, the management shall discuss the matter with the union representatives to establish a practice. If there is still disagreement, a dispute protocol shall be created and submitted to the organizations for a statement.

### 2.3 Duration

- 2.3.1 This local agreement follows the collective agreement according to the Main Agreement NR-LO section 9.3 and is valid as long as the company's collective agreement is in force. It continuous for the next collective agreement period if there is no agreement during the collective bargaining revision that this local agreement shall cease or be amended.

## 3 Employment

### 3.1 Employment Contracts

- 3.1.1 Employment contracts shall be in Norwegian. English may be used for employees who do not have Norwegian as their native language.
- 3.1.2 When crediting salary seniority, the employee is placed in the salary matrix the where the employee would have been if the employment had taken place on the date the seniority is credited to. This ensures that the employee is not placed higher than other employees with equivalent or longer seniority.

## 4 Work Schedule Arrangements

### 4.1 Available Schedule

- 4.1.1 The general work schedule arrangement is available schedules where the employee is available for work during their available period. The cycle in the available schedule is: 3 weeks available, 3 weeks off, 2 weeks available, 4 weeks off. No plus days applies to the schedule.
- 4.1.2 The available schedule for Logging is 3 weeks available, 3 weeks off, 3 weeks available, 4 weeks off. Loggers qualifying for and making themselves available for work in mechanical wireline follow the general available schedule arrangement.

Protocol addition:

The parties shall agree on a scheme by 1. June 2023 to shift available plans so that holidays are distributed among employees.

- 4.1.3 Employees in the available period shall inform the HR Department if they are not available by phone within 12 hours.
- 4.1.4 Upon mobilization, employees shall be notified well in advance. Normal mobilization time shall be a minimum of 6 hours.

### 4.2 Waiting at Departure Location

- 4.2.1 Work hours are recorded for waiting at the departure location or canceled departures according to the agreement's points 3.3.4 and 3.3.5 (minimum 6 hours and up to 12 hours per day).
- 4.2.2 In the available period, offshore supplement is provided if the employee has arrived at the departure location as agreed upon, and for days spent waiting at the departure location.
- 4.2.3 If mobilization is canceled after the employee has been on travel for at least 2 hours, it is considered as if the employee has arrived at the departure location.
- 4.2.4 In the off-duty period, waiting time is paid as overtime for onshore employees, as described in the tariff agreement's point 3.3.4.
- 4.2.5 Waiting time is counted from the notified time for reporting at location. For subsequent days, waiting time starts at 08:00. Regular working hours are considered Monday to Friday 08:00 – 16:00, except for holidays.

### 4.3 Recording Hours on Arrival and Departure Days

- 4.3.1 Work hours on arrival and departure days are recorded hour by hour, with a minimum of 12 hours for both days combined.
- 4.3.2 For arrival and/or departure days falling within the off-duty period, or on days beyond the normal stay period, a minimum of 6 hours is recorded for each of the days.
- 4.3.3 If the stay period is 7 days or shorter, a minimum of 12 hours is recorded for each of the days.
- 4.3.4 The first day of the off-duty period is considered a crewchange day when offshore and returning onshore same same day. Otherwise, this is considered a day off.

### 4.4 Shift Schedule and Alternative Work Schedules

- 4.4.1 Employees designated to a field/project shall be covered by separate agreements between the parties regulating work schedules, including shift plans. These agreements shall include provisions on time registration during absence and any salary deduction/compensation.

## 4.5 Change of Working Time Schedule (Swing shift)

- 4.5.1 Change of working time schedule, where not agreed upon in advance (swing shifts), is compensated with NOK 3.500 per occurrence. This does not apply when an employee voluntarily changes the work schedule.

Protocoll Addition:

If central parties determine that there changing the work schedule during a stay period is forbidden, compensation for work outside the work period according to the work schedule will follow the provisions of the agreement.

## 4.6 Delayed Departure

- 4.6.1 In case of helicopter delay beyond 2 hours, employees waiting at the heliport are entitled to a meal worth NOK 135. For every 4 hours thereafter, an additional NOK 175 for a meal is provided.
- 4.6.2 During prolonged waiting at the departure location, employees should be provided with suitable location for rest.

## 4.7 Meetings

- 4.7.1 Hours are not recorded for meetings organized by the company where attendance is not mandatory. For example, social gatherings, informational meetings, etc. Mandatory meetings onshore are considered working hours onshore. Mandatory offshore meetings are considered offshore working hours.

## 4.8 Work Abroad

- 4.8.1 Working abroad is voluntary. Employees working under shorter assignments (up to 3 weeks) abroad retain the salary and working conditions applicable to work in Norway. Additionally, compensation of NOK 1000 per day spent abroad, including travel days, is provided.
- 4.8.2 For special assignments lasting more than 3 weeks, separate agreements shall be made between the club and the company. The agreement shall specify the consequences of such stays concerning insurance coverage and welfare benefits.

## 4.9 Work Onshore

- 4.9.1 Employees called in for onshore work record hours worked, with a minimum of 4 onshore hours per day.
- 4.9.2 Onshore work should normally follow regular working hours for workshop employees and be 7.5 hours per day. Extra hours up to 10 per day can be worked without overtime pay if informed in advance. In such cases, breaks are included in working hours, and employees can order overtime meals.
- 4.9.3 For onshore work during the available period, base bonus is provided if the work exceeds 4 hours. No base bonus is provided on the same day as offshore compensation is provided. Base bonus equals the amount of offshore compensation.
- 4.9.4 Onshore work during the off-duty period or on holidays is compensated as overtime according to onshore employees' terms.
- 4.9.5 The employer covers travels back home for weekends, even if work is planned to continue the following week.

## 4.10 Training

- 4.10.1 Attendance in courses requiring physical presence is recorded as working hours, with a minimum of 7.5 hours per day. Additionally, base bonus is provided.
- 4.10.2 Short online courses are recorded as working hours for the actual time spent, at least the normative time.
- 4.10.3 Courses should be scheduled for the employee's available period. Courses scheduled for the off-duty period cannot be imposed unless a notice of at least 2 months is given. If the employee voluntarily participates in a course during the off-duty period with shorter notice, it is compensated as overtime.

## 5 Salary Technical Provisions

### 5.1 General Salary Provisions

- 5.1.1 Annual salary consists of base salary (fixed) and offshore supplement (variable). For personnel working on a shift plan, offshore compensation is not used.
- 5.1.2 Monthly salary is the monthly base salary minus vacation and is paid out over 12 months a year. Vacation pay is paid in addition.

### 5.2 Offshore Compensation

- 5.2.1 Offshore compensation amounts to 21% of the base salary.

The daily offshore compensation is calculated as follows:

$(\text{Annual salary} - \text{Annual salary} / 1.21) / 146$

### 5.3 Position Placement

- 5.3.1 Position placement of roles:

Pay group C: Wireline operator

Pay group B: Wireline Senior Operator

Pay group A: Wireline Senior Operator with additional competence\*, Field Engineer

Individually paid: Wireline Supervisor, Senior Field Engineer, General Field Engineer, Well Leader

\*To advance to pay level A, the conditions in the competence protocol must be fulfilled.

Protocol Addition:

Position placement protocol shall be agreed upon by the end of February 2023. The protocol shall cover position placement for cross-training and competence for, among others, signalers and employees with more than one relevant craft certificate or additional education.

- 5.3.2 Promotion to a new pay group within the salary matrix occurs at a minimum equivalent seniority level.

## 6 Supplements

### 6.1 Mask Allowance

- 6.1.1 For work requiring a mask, e.g., when working with radioactive waste or H2S, NOK 200 per day is paid. This allowance is recorded for days when the mask is used.

## 6.2 Call Out Bonus

- 6.2.1 Mobilization for departure during the off-duty period, where the travel involves overnight stay beforehand, is compensated with NOK 1500 in call-out bonus.

## 6.3 Work in a Higher Position

- 6.3.1 Compensation of NOK 750 per day is provided for work in a higher position for senior operators working in a supervisory role. After 6 months in a higher position, the employee should be offered a promotion. Operators working as senior operators follow the higher position's pay group.

## 6.4 Unqualified Rest and Single Cabin Sharing

- 6.4.1 Compensation for unqualified rest, single cabin sharing, and co-sleeping follows the rate for single cabin sharing. As of April 1, 2022, the rate is NOK 951 per day.

The provision on single cabin sharing is practiced according to the LO – NHO protocol on single cabin sharing.

## 6.5 Floating Rig

- 6.5.1 An additional payment of NOK 400 is provided for each day the employee is on a floating rig.

# 7 Apprentices

- 7.1.1 Apprentices follow the company's training plan, where the initial part of the apprenticeship is conducted onshore. During the subsequent offshore apprenticeship, apprentices work without a available plan but can lock up to 10 weeks for time off per year during the apprenticeship. The company should consider the lack of predictability in the apprentices' available plan.

## 7.2 Base Bonus and Offshore Compensation for Apprentices

- 7.2.1 Base bonus is compensated at NOK 250 per day for apprentices.
- 7.2.2 Offshore compensation for apprentices follows the same calculation method as for offshore employees.

## 7.3 Crediting of Seniority

- 7.3.1 Upon employment after completing the apprenticeship, the apprenticeship period is fully credited as salary and company seniority. This also applies to other apprenticeships within the same company.

# 8 Sickness and leave

## 8.1 Self-Declaration of Illness

- 8.1.1 Up to 11 self-declared illness days can be used per sickness occurrence. Employees are encouraged to use self-declaration for short sick leaves.

## 8.2 Salary During Illness

- 8.2.1 An employee who is unable to work due to illness or injury is entitled to full regular salary as long as the employment relationship persists, but not exceeding 12 months. Refund of sickness benefits from the National Insurance Scheme goes to the company. The right to full salary during illness ceases to exist to the extent determined for sickness benefits in the

National Insurance Act. For foreign nationals not covered by the Norwegian National Insurance, the employer covers sickness benefits as for Norwegian employees.

### 8.3 Compassionate Leave

8.3.1 Compassionate leaves are regulated by the tariff agreement.

### 8.4 Extended Right to Educational Leave

8.4.1 The right to educational leave is regulated by Norwegian law. The requirement that the employee must have been employed by the company for the last two years no longer applies to further education relevant to the profession.

8.4.2 Leave can be granted in full or in part. In the case of partial leave, work schedules should be adjusted accordingly.

### 8.5 Recording of Absence

8.5.1 During sick leave and leave, the absence is recorded per day in the available period, with the average number of hours the annual working time represents per day in the discretionary period:

3/3-2/4: 10.4 hours per day

3/3-3/4: 9.4 hours per day

42-10: 4.33 hours per day

8.5.2 For paid leave/sick leave, an equal number of Illness Bonus hours are recorded. Twelve Illness Bonus hours correspond to 1 offshore compensation.

8.5.3 For alternative work schedule arrangements, absence recording is specified in the agreements.