# Standard arbeidsavtale /

Standard contract of employment

Fødselsdato / Date of birth

Beholdes av arbeidsgiver – kopi til arbeidstaker / To be filed by the employer—copy kept by employee <u>Du finner veiledning for utfylling fra side 4 i dokumentet</u> / <u>You can find a guide for filling out the contract starting on page 4</u> <u>of this document</u>

1. Arbeidsgiver/virksomhet / Employer/enterprise		
Virksomhetens navn / Enterprise name		
Virksomhetens organisasjonsnummer / Enterprise organization number		
Adresse / Address		

#### 2. Arbeidstaker / Employee

Navn / Name

Adresse / Address

#### 3. Arbeidsplass / Place of work

Adresse (adressen til det faste arbeidsstedet) / Address (address of the regular place of work)

#### 4. Ansatt som / Employed as

Tittel, stilling, arbeidskategori eller beskrivelse av arbeidet / Job title, position, category or job description

5. Arbeidsforholdets varighet og arbeidstid / Duration of employment and working hours			
Ansatt fra (dato) / Employed from (date)		Stillingsbrøk (i prosent av 100 % stilling) / Percentage of full-time employment	
Fast ansatt / fast arbeidsforhold / Permanent employment	Midlertidig ansatt / midlertidig arbeidsforhold / Temporary employment		
	Forventet varighet (sluttdato, omtrentlig antall uker eller forutsetning for avslutning) / If the employment is temporary: Expected duration (end date, approx. no. of weeks or condition for termination)		
	Grunnen til at ansettelsen/arbeid the employment is temporary	sforholdet er midlertidig / If the employment is temporary: The reason why	
Ukentlig arbeidstid (timer) / Weekly working hours			
Daglig arbeidstid (timer) / Daily working hours			
Arbeidstidens plassering (når skal arbeidet utføres?) / Timing of working hours (when will the work be performed?)			
Periode/tidspunkt for arbeidet dersom arbeidet skal utføres i ulike perioder eller på ulike tidspunkt/dager, eller hvis daglig/ukentlig arbeidstid varierer / Period/timing of work if the work is to be performed during different periods or at different times/days, or if daily/weekly working hours vary			

# 5. Arbeidsforholdets varighet og arbeidstid / Duration of employment and working hours

Antall pauser og lengde på pausen(e) som arbeidstaker skal ha (lengde i minutter) / Number and duration of break(s) to which the employee is entitled (duration in minutes)

Eventuell særlig arbeidstidsordning / Special working time arrangements, if relevant

Ordninger for å endre vakter i arbeidsplanen / Arrangements to change work schedules

Ordninger for arbeid utover avtalt arbeidstid (merarbeid/overtid) / Arrangements for work beyond agreed working hours (additional work/overtime)

Arbeidstakers oppsigelsesfrist og framgangsmåte for å avslutte arbeidsforholdet / Employee's period of notice and procedure for terminating employment relationship

Arbeidsgivers oppsigelsesfrist og framgangsmåte for å avslutte arbeidsforholdet / Employer's period of notice and procedure for terminating employment relationship

Ferietid fastsettes i tråd med ferieloven. Oppgi eventuelt andre regler og avtaler som bestemmer ferietiden / Holiday leave, to be determined in accordance with the provisions of the Holiday Act. If relevant, specify any other rules and agreements regulating holiday leave

Eventuelt rett til annet fravær betalt av arbeidsgiver / If relevant, any other leave paid by the employer

#### 6. Eventuell prøvetid / Trial period, if relevant

Prøvetidens lengde (maksimalt seks måneder eller inntil halvparten av ansettelsens varighet) / Duration of trial period (max. six months or up to half of the employment period)

Oppsigelsesfrist i prøvetiden / Period of notice during trial period

Eventuell forlengelse av prøvetid / Extension of trial period, if relevant

7. Lønn / Pay

Lønn per time eller måned / Hourly/monthly pay

Kontonummer for utbetaling av lønn / Account number for payment

Dato for utbetaling av lønn / Payment interval

Overtidstillegg (minst 40 prosent av timelønn) / Overtime supplement (at least 40 percent of hourly rate)

Eventuelt helge-/nattillegg / Weekend/night supplement, if relevant

Eventuelt andre tillegg (spesifiser og oppgi tilleggene særskilt) / Other supplements, if relevant (please specify each type of supplement separately)

Eventuelle godtgjørelser/diett (spesifiser) / Compensation/allowances, if relevant (please specify)

8. Tariffavtale / Collective agreement, if relevant

Arbeidsforholdet er regulert av følgende tariffavtale / The employment is regulated by the following collective agreement

Eventuelle tariffparter (dersom avtalen er inngått av parter utenfor virksomheten) / Parties to the agreement, if relevant (if the agreement was concluded by parties external to the enterprise)

**9. Eventuell rett til kompetanseutvikling som arbeidsgiver tilbyr / Right to competence development provided by the employer, if relevant** Oppgi ev. kompetanseutvikling som arbeidstaker har rett til / Please specify any competence development to which the employee is entitled

10. Ytelser til sosial trygghet i regi av arbeidsgiver / Social security benefits provided by the employer

Oppgi ytelser, og oppgi institusjoner som mottar innbetaling eller finansiering av ytelsene fra arbeidsgiver / Please specify any benefits as well as any institutions receiving payments or funding of benefits from the employer

11. Innleiers identitet (dersom arbeidstakeren leies ut fra bemanningsforetak) / The identity of the hirer (if the employee is contracted from a temporary-work agency)

Oppgi navnet på innleieren så snart det er kjent / Please specify the name of the hirer as soon as possible

12. Andre opplysninger / Other information

13. Underskrifter / Signatures

Dato / Date

For arbeidsgiver: Navn og stilling / For the employer: Name and title

Underskrift arbeidsgiver / Signature employer

Underskrift arbeidstaker / Signature employee

# Standard contract of employment – Guide to completing the form

<u>Section 14-5 of Arbeidsmiljøloven (the Working Environment Act)</u> requires that the employer prepares a written contract for all forms of employment. Both the employer and the employee must sign the agreement.

- <u>Please see Section 14-6 for the minimum requirements for a contract of employment.</u>
- All matters of significant importance must be included in the contract of employment. The parties may also include more information than what is required by the Act.
- If the template for a standard contract of employment has been correctly completed and signed, the contract of employment will meet the minimum requirements of the Act.
- If the employment relationship changes, the parties must either sign a new contract of employment or prepare an addendum to the existing agreement (Section 14-8).
- If the enterprise is bound by a collective agreement: Please check whether the sections in the template are regulated by the agreement.

#### 3. Place of work:

Please specify the employee's place of work, e.g. that the employee will be working at the enterprise's office in Trondheim.

If the employee has no fixed or main place of work, the contract of employment must specify that the employee is working at various locations or is free to determine their place of work. This would apply to work performed using digital platforms, remote work, etc. If this is the case, please specify the employer's registered or business address.

#### 4. Employed as:

Please describe the work or the employee's title, position or category.

#### 5. Duration of employment and working hours:

#### Percentage of full time:

Please specify employment as a percentage of full-time employment (FTE).

#### Expected duration of employment if temporary:

Please specify the expected duration of the employment if the employment is temporary. An exact duration is not necessary, but please specify the approximate number of weeks, end date or condition for the employment coming to an end.

#### Basis for temporary employment if the employment is temporary:

Please specify the legal basis, such as Section 14-9 (a) of the Working Environment Act, special laws or collective agreements. Read more about when <u>temporary employment can be used</u> (arbeidstilsynet.no).

#### Weekly and daily working hours:

Please specify the duration of average workdays and workweeks. See <u>Working hours (arbeidstilsynet.no)</u>.

#### **Disposition of working hours:**

Please specify when, in a 24-hour day, the employee will be working:

Does the employee have fixed daily working hours? Please specify these.

Will the employee, on a permanent basis, be working at different times and on Sundays (e.g. in a shift rotation)? Please specify the times.

Will an average be calculated for the working hours? Please specify. See Section 10-5 of (the Working Environment Act) and <u>Working hours (arbeidstilsynet.no)</u>.

Will the employee sometimes (sporadically) be working nights or Sundays, based on exceptional time-limited needs? If so, the contract cannot include specific times. Please do specify, however, that such work may be required. See <u>Working hours</u> (arbeidstilsynet.no).

#### Work period/timing:

Please complete this section only

- if the work is to be performed periodically/at certain times of the year, and/or
- where the employee will be working on irregular days or at irregular times

Please specify start and end times for the work, or refer to a specific work schedule. See Sections 14-6 (j and l) and 10-3 of the Working Environment Act concerning work schedules.

#### Special arrangements for working hours, if relevant:

Specify any special arrangements for working hours, such as core time, flexi-time, or fixed averages, or if the employee, for various reasons, will be working reduced hours for a time. See Section 14-6 (1) (I); Section 10-2 (2), (3) and (4); Section 10-4 (2) and (3); and Section 10-5 of the Working Environment Act.

#### Arrangements to change work schedules:

Please describe the arrangement/procedure for changing the work schedule. See Section 10-3 of the Working Environment Act.

# Arrangements for work beyond agreed working hours (additional work/overtime):

Please specify the legal basis, e.g. Act, regulations or collective agreement, regulating these matters. See Section 10-6 of the Working Environment Act.

#### Breaks:

Please specified agreed breaks. See break requirements in Section 10-9 of the Working Environment Act.

#### Employee and employer periods of notice:

Please specify the respective employee and employer periods of notice. If not otherwise agreed in writing or a collective agreement, the mutual term of notice is one month, or longer if the employment relationship has lasted several years (See Section 15-3 of the Working Environment Act).

Please also specify the procedure for terminating the employment relationship, e.g. by referring to an Act, regulations or collective agreement regulating this. See Chapter 15 of the Working Environment Act and <u>Dismissal with notice (arbeidstilsynet.no)</u>.

#### Holiday leave:

The right to holiday leave is regulated by the Holiday Act and any collective agreements by which the enterprise is bound. Specify any

rules and agreements that apply to holiday leave and timing of such leave. See <u>Holiday (arbeidstilsynet.no)</u>.

#### If relevant, any other leave paid by the employer:

Please specify any form of leave or time off from work beyond holiday leave, e.g. exercise during working hours, leaves of absence and sickness absence. This also includes absences where the employer supplements pay on top of benefits paid by others, e.g. National Insurance.

# 6. Trial period, if relevant:

Please specify the duration of the trial period, if you have agreed that the employee will have a trial period. The maximum duration of a trial period is six months. For temporary employments, the trial period cannot be longer than half of the duration of the employment. See Section 15-6 (3) of the Working Environment Act.

# Period of notice during trial period:

During the trial period, the period of notice for either party is 14 days. If you have a written agreement or collective agreement with special rules concerning termination of employment and terms of notice during the trial period, you must specify what the terms are. See Section 15-3 (7) of the Working Environment Act.

# Extension of trial period, if relevant:

If the employee is absent from work during the agreed trial period, the employer may extend the trial period by a period of time equivalent to the length of the absence. The trial period may only be extended if the employee, at the time of employment, was informed of the employer's right to do so, and the employer has informed the employee of the extension before the end of the trial period.

The trial period may only be extended for absences caused by the employee. See Section 15-6 (4) of the Working Environment Act.

# 7. Pay:

# Hourly/monthly pay:

Please specify the agreed or applicable rate of pay (per month or per hour) at the start of the employment.

There is no statutory minimum pay in Norway, but some sectors have established minimum rates of pay by generally applicable collective agreements. A generally applicable collective agreement is a collective agreement concerning pay and working conditions between labour organizations and employer's organizations. Generally applicable collective agreements have, by regulation, been made applicable to all who perform work in a specific sector, even if they are not a party to the agreement. See <u>Minimum pay</u> (arbeidstilsynet.no).

#### Account number for payment:

Please specify the bank account to which pay will be deposited. The employer shall deposit pay, holiday pay and other monetary remuneration to this account. See Section 14-15 (2) of the Working Environment Act.

#### Payment interval:

Please specify when the employee will get paid, e.g. monthly or at other intervals. If not otherwise agreed, the payment interval shall be at least twice monthly.

#### **Overtime supplement:**

Please specify the overtime supplement. This supplement must be at least equivalent to 40 percent of the agreed hourly pay. Please note that some exceptions apply. See Sections 10-6 and 10-12 of the Working Environment Act and <u>Overtime (arbeidstilsynet.no)</u>.

# Weekend/night supplement:

Please specify any weekend/night supplement, if relevant. Such supplement may be required by regulations, collective agreements or agreement between the employer and employee. The Working Environment Act does not require any weekend or night premiums.

# Other supplements:

Please specify any other supplements, e.g. unsocial hours allowances, coverage of board expenses, bonuses, etc.

#### Compensation/coverage of travel and board expenses:

Please specify any board arrangements and coverage of travel and board expenses. The Working Environment Act does not regulate such compensation, but many collective agreements and some generalised regulations do.

# Holiday pay:

The right to holiday pay is regulated by the Holiday Act and some collective agreements. Please specify the applicable rate and the rules and agreements that apply to the employment relationship. See <u>Holiday pay (arbeidstilsynet.no)</u>.

# 8. Collective agreements, if relevant:

Please specify any collective agreements that apply to the employment relationship. A collective agreement is a framework agreement between an employer or employer's organization and a labour organization concerning pay and working conditions or other employment matters. If the collective agreement was concluded by parties external to the enterprise, you must also specify who the parties to the collective agreement are.

# 9. Right to competence development provided by the employer, if relevant:

If the employer offers competence development, this must be specified in the contract of employment. Please specify the employer's general and skills enhancement policies.

The contract does not have to include detailed information or list the basic training provided in every employment relationship. Adjust the scope of the information to the circumstances. If relevant, refer to collective agreements, employer policy, administrative provisions, etc.

#### 10. Social security benefits provided by the employer:

Please specify any benefits paid for, partially or entirely, by the employer. Please also include the names of any institutions receiving payments or financing from the employer, e.g. pension schemes and insurance schemes.

Include both benefits that follow by law, and benefits that exceed the statutory minimum. Please also include benefits advanced by the employer, for which the employer will later be reimbursed.

The contract of employment does not have to describe all details and terms associated with these benefits, but can instead refer to Acts, regulations or agreements. See Section 14-6 (1) of the Working Environment Act.

#### 11. The identity of the hirer (user undertaking):

If the employer is a temporary work agency, and the employee is hired out to a hirer (user undertaking): Please specify the name of the hirer as soon as it becomes known, and update this every time the hirer changes (e.g. in an appendix to the contract of employment).

# 12. Other information:

Please add any other information of significant importance for the employment.

# 13. Signatures:

The contract of employment must be signed by a representative of the employer (please specify name and title) and by the employee. We recommend that both parties (employer and employee) add their initials on pages 1 and 2, in addition to their signatures on page 3. This certifies that the parties agree on the contents of all pages.