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Norwegian Crew Resources Denmark ApS Cabin Crew  
Expiry: 01.10.2023  
Collective Bargaining Agreement 2021-2023

## Collective Bargaining Agreement

between

Norwegian Crew Resources Denmark ApS (NCR DK)

and

Flyvebranchens Personale Union (FPU)

## CONTENTS

<b>PARTIES</b>	<b>4</b>
Part I - Scope of the Collective Bargaining Agreement and negotiation scheme	4
Part II - The Collective Agreement's jurisdiction	4
<b>1 SCOPE OF DUTY</b>	<b>5</b>
<b>2 DUTY SERVICE - REGULATIONS</b>	<b>6</b>
<b>3 EMPLOYMENT TERMS</b>	<b>7</b>
<b>4 SENIORITY</b>	<b>7</b>
1. General provisions	7
2. Senior Cabin Crew Member (SCCM)/Supervisors (CPS)/Instructors	8
3. Permanent employment of staff hired on a temporary basis	9
<b>5 BASE AND RELOCATION PROVISIONS</b>	<b>9</b>
<b>6 SECONDMENT – ASSIGNMENTS ABROAD</b>	<b>9</b>
<b>7 LABOUR LEASING</b>	<b>9</b>
<b>8 FLIGHT AND WORKING HOURS PROVISIONS</b>	<b>10</b>
5 Night flights	12
6 Breaks	12
7 Unforeseen events	13
8 Check-in/Check-out	14
9 Rescheduling	14
10 Limitations of number of landings	15
11 Standby Service (S/B)	15
<b>9 WORK AND TIME OFF SYSTEM</b>	<b>15</b>
1. Fixed work and time off allocation key (rotation):	15
1.1 Variable allocation key	15
2. Work and time off system	16
3. Change of allocation key	17
4. Vacation in work and time off allocation key	19
5. Variable work and time off allocation key (rotation):	19
<b>10 PART-TIME EMPLOYEES</b>	<b>19</b>
<b>11 SALARY REGULATIONS</b>	<b>21</b>
<b>12 SALES ON BOARD</b>	<b>21</b>
<b>13 TRAVEL – AND PAYMENT OF PER DIEMS</b>	<b>22</b>
<b>14 SALARY DURING SICKNESS</b>	<b>23</b>
<b>15 INSURANCES</b>	<b>24</b>
<b>16 ABSENCE FOR SPECIAL REASONS</b>	<b>24</b>
<b>17 VACATION</b>	<b>25</b>

<b>18</b>	<b>MILITARY SERVICE</b>	<b>30</b>
<b>19</b>	<b>LEAVE</b>	<b>30</b>
<b>20</b>	<b>LEAVE FOR PREGNANCY, CHILDBIRTH, AND ADOPTION</b>	<b>31</b>
<b>21</b>	<b>SENIOR-POLICY MEASURES</b>	<b>33</b>
<b>22</b>	<b>DISCIPLINARY CIRCUMSTANCES</b>	<b>33</b>
<b>23</b>	<b>NOTICE PERIODS, ETC.</b>	<b>33</b>
<b>24</b>	<b>DURATION</b>	<b>35</b>
	<b>ANNEXE A SALARIES AND ALLOWANCES (SUPPLEMENTS)</b>	<b>36</b>
	<b>ANNEXE B PENSION AND INSURANCES</b>	<b>40</b>
	<b>ANNEXE C INFORMATIONAL AND DEVELOPMENT WORK</b>	<b>41</b>
	<b>ANNEXE D PAIRING COMMITTEE</b>	<b>42</b>
	<b>ANNEXE E UNION REPRESENTATIVES' WORKING CONDITIONS</b>	<b>43</b>
	<b>ANNEXE F HIRING OF WORKERS</b>	<b>46</b>
	<b>ANNEXE H INSTRUCTORS IN FLIGHT-OPERATIONS DUTIES</b>	<b>47</b>
	<b>ANNEXE J REGULATIONS ON RESOLVING INDUSTRIAL DISPUTES</b>	<b>48</b>

## **Parties**

This agreement has been entered into between Norwegian Crew Resources Denmark ApS (NCR DK or the Company") and Flyvebranchens Personale Union (FPU).

### **Part I - Scope of the Collective Bargaining Agreement and negotiation scheme**

The Pay Agreement covers all cabin crew members employed in NCR and based in Denmark.

### **Part II - The Collective Agreement's jurisdiction**

Danish Labor Court Act and Danish prorogation of jurisdiction are applicable.

## **1 Scope of duty**

1. This Agreement will ensure a healthy working environment, safeguard the safety on board and contribute to ensuring the future of the employees and Norwegian.
2. The Pay Agreement applies to all Norwegian flights with NCR DK's staff, whether with aircraft that are owned by, leased by, or occasionally made available to Norwegian.
3. This agreement applies to sale of days off.
4. The employee makes his/her services and experience available to NCR DK. Work for another employer must be notified to and approved by NCR DK. NCR DK cannot refuse approval unless there is a legitimate reason. Work for competing companies or other active flight duty is not permitted.
5. If required, the employee is obligated to perform ground duty. Ground duty will be ordered by the immediate superior. In case of ground duty, the work allocation key must be observed, unless otherwise agreed, and ground duty must be burdened according to OM. As regards compensation, see Appendix A.
6. To maintain the employee's technical skills, the employee must participate in theoretical and practical courses as requested by NCR DK, and for NCR DK's account. Such courses must take place on working days. If this is not possible other than in the situations mentioned in Article 8, para 3, litra I, notice must be given to the employee no later than 2 months in advance, and the employee must consent to the use of day(s) off. A new day off will be granted in consultation with the employee. All other courses must be scheduled according to the work and time-off allocation key. Computer-based training (CBT) must also be scheduled within the work and time-off allocation key, and suitable working stations (PC's) must be made available by NCR DK.
7. NCR DK wishes to have a corps of cabin crew members with experience and flexibility to be able to meet Norwegian's operational challenges. This implies a combination of full-time and part-time employees.
8. The conditions of the elected representatives are regulated by Appendix E. Work council meetings between NCR DK's management, and the NCUD managers and deputy managers are to be held four times a year. These meetings must be scheduled with the effect that the elected representatives can hold meetings in either continuation of works council meetings, or after.
9. NCR DK will convene meetings between the management and NCUD under the provisions of Appendix E.

## 2 Duty Service - Regulations

1. The employee shall possess the licenses required by the aviation authorities for the duty service determined by NCR DK. Any costs in connection with the issuing and renewal of licenses, any extensions, and medical examinations in connection with renewals or extraordinary medical examinations will be paid by NCR DK. Any costs in connection with required/recommended vaccines will be paid by NCR DK. Any costs in connection with renewal of passport and visa will be paid by NCR DK.
2. It is the employee's responsibility to renew and update licenses, passports, and health certificates.

If the employee fails to meet the requirements in this clause and is thus unable to perform his/her duty service, the employee will forfeit the right to pay in the relevant period when the employee cannot perform duty service.

3. The employee shall wear a uniform while on duty in accordance with the at any time current uniform regulations. Any costs in connection with purchase and renewal of uniforms will be paid by NCR DK.
4. The relationship between NCR DK and the employee is based on mutual trust and confidentiality. The employee shall keep secret any information obtained about NCR DK's internal affairs.
5. The employee shall comply with the provisions stipulated by the authorities in the different countries. This also applies to NCR DK's provisions and operational matters and the AOC holder's provisions if these are not contrary to this agreement.
6. The statutes and regulations to which the AOC holder is subject, including any relevant legislation concerning aviation and OPS, also apply to NCR DK and all cabin crew.
7. Flights over areas which Norwegian's insurance company and/or the Danish Ministry of Foreign Affairs considers a potential risk due to war, unrest, etc. must be negotiated in advance with FPU. A "potential risk" means that NCR DK or another Norwegian company must take out increased premium/supplementary insurance for the aircraft and crew. Information on the actual area must be available to NCUD. In case of the above flights, the crew member may ask to be reassigned.
8. In the event of any accident/near-accident involving NCR DK cabin crew, NCUD must be represented in the investigation commission appointed by NCR DK or another Norwegian company.

### **3 Employment terms**

1. Vacant positions at NCR DK are to be advertised internally, and in a way allowing all employees to apply.
2. Cabin crew members obtaining other positions within the operations department or the training department at Norwegian will be granted leave from the position as cabin crew member and may resume the position as CCM/SCCM/Supervisor without forfeiting seniority as regards pay and position.
3. Both parties agree that NCUD shall be informed in case new hirings, dismissals, or resignations.
4. In case of internal/external employment, candidates having the required competencies internally within NCR DK should preferably be recruited.
5. CPS must hold at least an 80% position. CPS below 80% will automatically forfeit the position, unless otherwise provided by mandatory legislation, but may apply again if the position percentage is increased to 80% or more.
6. SCCMs must be permanently employed with NCR DK. This provision may only be deviated from in case of substantial operational interruptions, and if no substitute is available. In this situation, NCUD must be notified without undue delay. Follow-up on such matters must be a permanent item on the agenda of contact meetings between NCUD and the operations management.
7. Upon employment, NCR DK will obtain and organise information about the employee's competencies. After the employment, CCM must inform NCR DK about any additionally obtained competencies, and NCR DK will then make an update.
8. CCM's employment date will be dated back to the first course day after having passed the ground service course (theoretical course under the Training Department lasting 3½ weeks for persons, who do not have previous experience) and check-out, which is a condition for maintaining the employment relationship. During the training period until check-out has been passed, only mandatory insurances apply.
9. All internal/external advertisements must be published via the Intranet as early as possible before the expiry of the application deadline.

### **4 Seniority**

#### **1. General provisions**

All NCR DK cabin crew must be listed in a joint (cabin) seniority list, updated monthly. The list must be available to NCUD, and contain the following:

- Name
- Date of employment
- Base attachment
- Position (regular SCCMs must be stated)

Seniority will be calculated from the date of permanent employment. In case of same date of permanent employment, the employee's experience at the time of the employment will also be taken into account.

Company seniority must be given weight by e.g.:

- Dismissals, staff reductions and leave.
- Reorganisations e.g. change of base
- Repatriation due to other staff groups' conflict, unless otherwise agreed between NCUD and NCR DK.

Cabin seniority must be applied in the event of e.g.:

- Bidding for a new type of flight
- Allocation of base / station
- Voluntary change of base
- Bidding - part-time.
- A variable key applies to CCM and SCCM.

If more than one SCCM is scheduled, the SCCM with the longest SCCM seniority must act as SCCM. This does not apply in case of S/B, unless both/all are S/B.

Base seniority must be given weight in case of:

- Granting of holiday
- When a cabin crew member voluntarily applies for change of base and has been granted holiday after the change of base, holiday may be taken only if the new base has capacity.

## **2. Senior Cabin Crew Member (SCCM)/Supervisors (CPS)/Instructors**

Positions as SCCMs/supervisors/instructors will be advertised among the cabin crew. Applications for a position as SCCM/supervisor/instructor must be made in writing and according to the following criteria:

- Personal qualifications/relevant experience
- Cabin seniority

When employing supervisors, qualified applicants must be invited for an interview.

If a CMM is rejected due to lack of qualifications, the CMM cannot be scheduled as a SCCM in individual cases.

Rejected applicants may, if so requested, be given the reason for the rejection.

In case of unforeseen incidents (cf. OPS 1 1990, item 2 d) resulting in use of crew where there is no SCCM, the crew member with the longest seniority must act as SCCM, provided that this person consents.

### **3. Permanent employment of staff hired on a temporary basis**

- The seniority date is calculated from the date of permanent employment
- If the employee has been hired on a temporary basis in a Norwegian company with flight duty for more than 6 months, the employee is not subject to a probationary period
- If you satisfy the requirement for SCCM, you may immediately apply for the position.

## **5 Base and relocation provisions**

1. As of today, NCR DK has the following crew bases:
  - CPH Kastrup

Both parties agree to enter into negotiations of terms and conditions of relocation, if NCR DK decides to establish bases elsewhere in Denmark.

2. In case of a forced change of base, which does not involve relocation, the notice of termination is 6 weeks. If the employee determines to move permanently during the 6 weeks, the notice of termination will be six months from the same date.

Relocation is considered a permanent move if the cabin crew member can present public documentation of the relocation. Rent of accommodation/hotel, etc. is not considered a move.

- Employees moving permanently must check in/out at the original base until the removal has been completed, however no later than 6 months after the termination. In the above period, NCR DK will arrange and pay for transportation between the old and the new base.
- NCR DK must receive notice of move no later than 3 months after termination.

## **6 Secondment – Assignments abroad**

If a posting or assignment abroad becomes relevant, an agreement will in each individual case be entered into as soon as possible between FPU and NCR DK.

The Danish Secondment Act will also apply to employees covered by this Agreement.

## **7 Labour leasing**

NCR DK may hire out crew to other companies for duty service on their equipment provided that the company in question complies with the same operational standards as NCR DK. Financial matters etc. must be negotiated with NCUD in advance, and the parties must reach agreement.

## 8 Flight and working hours provisions

The flight and working hours provisions are in accordance with EASA OPS FTL, including any relevant supplements.

### 1 Definition:

A new day starts at 00:01

### 2 Sling Committee:

A Sling Committee is established in accordance with the guidelines of Appendix D.

### 3 Planning

- a) The work program must be published no later than 2 weeks before becoming effective, and must cover at least 4 weeks, unless otherwise agreed between the parties.
- b) NCR DK must seek to make sling combinations which by way of a work program are implemented in such a way that the employee avoids changing circadian rhythm. In the event of a significant change of the circadian rhythm, the rhythm must be changed from early to late. This does not apply to stops at the out base where minimum rest periods must be observed.
- c) When implementing b), efforts must be made to schedule one of the below combinations within the same working period:
  1. Early/morning slings
  2. Late/evening slings
  3. Night slings
- d) Check-in on the first day of a working period must be at 05:00 at the earliest.
- e) Check-out on the last day of a working period must be no later than 12 hours after check-in time or the beginning of standby service on the first day of the period.

Scheduled deviations from this rule are accepted in connection with overnight stays on long flights, where the nature of the duty shifts from an early to a late flight. Compensation for shifting from early to late duty amounts to half a day's payment.

If NCR DK, in other situations than the above, needs to shift from early check-in on the first day to late check-out on the last day (more than 12 hours after check-in on the first day), the employee will be compensated by way of half a day's payment if the scheduled check-out time takes place 15 hours or less after check-in on the first day. If scheduled check-outs take place more than 15 hours after check-in on the first day, the employee must consent and be compensated by 1/1 day's payment.

Implementation: The individual cabin crew member may be scheduled for later check-out than provided by the 12-hour rule, and this must be noted in the roster. If the cabin crew member cannot accept later check-out than 15 hours after

check-in or the beginning of the standby service on the first day of the period, this must be notified by e-mail to [replanning@norwegian.com](mailto:replanning@norwegian.com) no later than 7 days prior to the beginning of the working period, and re-scheduling must be made in accordance with the rules in the collective agreement.

Upon direct inquiries from OCC, acceptance may be given to OCC.

- f) Only one CCM with less than 3 months' flight experience may be scheduled on board.
- g) 2 trainees may be scheduled on board when one is rest crew. Rest crew will be used during meal breaks and is not part of the minimum crew, notwithstanding the type of aircraft.
- h) The workload and the different types of flights must be allocated as evenly as possible between the bases in order to obtain effective use of the crew and even allocation of the workload. This objective must be observed by the sling committee and NCR DK.

An even allocation of the workload means, among other, that the duty time must be scheduled as evenly as possible in each period (monthly programme). Each year NCR DK must allocate the cabin crew's block hours as evenly as possible.

To the extent it does not affect the consideration for the even allocation of duty time, NCR DK may take into consideration requests concerning night flights and charter.

Attractive stops must be subject to an overall assessment. Attractive stops must be allocated as evenly as possible between the bases.

- i) If S/B is scheduled/planned after a completed flight, this must be airport S/B.
- j) Active flights may not be scheduled the same day as all-day courses/emergency courses.
- k) If check-in/check-out takes place at hours with no available public transportation on the whole or parts of the distance, any costs for other transportation are reimbursed limited to the company's costs for a hotel room; alternatively, hotel accommodation is paid. This applies to all employees who do not have a parking permit at the airport.

Between 22:00 and 08:00 on working days, and between 21:00 and 10:00 on holidays (including Saturday/Sunday). Holidays are Danish holidays, including 5 June.

- l) Training after long-term absence will be scheduled on working days. If this is not possible, days off may be used if the employee is given the same days off on the same roster.
- m) Days Off must be at home base. Days Off may not be planned/held on out base.

#### 4 Rest periods

- a) As regards rest at the home base, EASA OPS FTL applies, which stipulates minimum 12 hours from check-out to new check-in; however, the period may not be shorter than the previous duty time.
- b) As regards rest at the out base, EASA OPS FTL applies, which stipulates minimum 10 hours from check-out to new check-in; however, the period may not be shorter than the previous duty time.

**Note: With 10 hours' rest, minimum 9½ hours must be at a hotel.**

- c) In connection with night stops where the rest is shorter than the minimum prescribed EASA OPS FTL (split duty):
  - If less than 6 hours in a hotel, block-on must be no later than at 09:00.
  - If more than 6 hours in a hotel, block-on must be no later than at 11:00.
  - If unforeseen incidents occur after check-in on day 2 resulting in delays in the check-out time on day 2, this must be carried out if the total delay is within 1 hour. Notwithstanding this, the crew must be capable of carrying out the flight from the out base and back to base.
  - If the employee only has one active "leg", no time limit applies.

#### 5 Night flights

The rules on night flights and rest appear from EASA OPS FTL, including the adjustments by the relevant authorities.

Night flights will to the widest possible extent be based on bidding. In addition, night flight will be allocated as evenly as possible among the cabin crew.

- a. Night flights mean check-out after 00:30 and check-in before 05:30.
- b. In case of flights with check-out after 00:50, hotel accommodation must be made available, if requested by the employee, 7 days prior to the flight. This deadline does not apply in case of call-out on standby. The employee is given minimum 12 hours' rest at the home base before a new check-in and minimum 10 hours at the out base.
- c. In case of night flights with check-out after 03:00, the next check-in must be at 09:00 at the earliest the next day. This does not apply if the next flight is a night flight with check-out after 00:30.

#### 6 Breaks

Meal breaks:

If the working hours exceed 5 hours and 30 minutes from check-in to check-out, meal breaks must be scheduled. If this is not possible, crew meals of a good standard must be loaded onto the aircraft. The food must be available no later than 2 hours and 45 minutes after check-in and must be paid by NCR DK.

After a break, crew meals must be loaded onto the aircraft, if a new working period exceeds 5 hours from block off to check-out.

- 1 Breaks must be marked in the crew programme. Meal breaks on ground must be minimum 1:30 from block on to block off.
- 2 The below is acceptable in relation to meal breaks on board during a flight:
  - a) Domestic flights (with meals/sale) with a block time of 1:50 or more.
  - a) Overseas flights (with meals/sale) with a block time of 02:15 or more.
  - c) Flights (without meals/sale) with a block time of 0:30 or more.
  - d) In case of early check-in before 08:00, the break must be available after leg no. 2 or during leg no. 3.
- 3 Meal breaks on board on ground must last 30 minutes.
- 4 In case litra 2 or 3 is not observed, the employee is given a break on ground outside the aircraft if the working hours exceed 5:30.
- 5 If the working hours exceed 10 hours, a new break of 30 minutes must be given according to the rules.

## **7 Unforeseen events**

Definition of unforeseen events:

1. Events that could not be foreseen.
2. Events that identify a need to work beyond the scheduled working period (Duty period / Flight Duty Period). The event causing this must have happened during the flight duty period.
3. The incident, and not the notification, determines whether the event is unforeseeable.
4. The unforeseen incident is related to a planned flight no. and not to an individual aircraft.

Examples of unforeseen events:

- Weather conditions.
- Slots.
- Diversions.
- Technical defects in materials, including a change of aircraft.

Unforeseen delays and deviations resulting in work on planned days off and passive transfer on days off prior to a working period will be compensated according to the current rates, see Appendix A, para 8.

## **8 Check-in/Check-out**

Unless otherwise agreed, the following applies:

a. Check-in and check-out times:

- Check-in time on all crew bases is 60 minutes.
- Check-in on other destinations is 40 minutes from appearing at gate.
- Check-out time is 20 minutes.

In case of incidents resulting in longer check-out time than above, IOCC must be notified immediately.

IOCC cannot reduce the crew's check-in time. In case of a staggered check-in time for a crew member, briefing take place on board the aircraft. If this applies to SCCM, briefing will take place on board without passengers on board.

b. Limitations in connection with vacation coupled with Days Off:

- Last check-out before vacation is 18:00
- Earliest check-in after vacation is 09:00
- By cramped working period the 09:00-18:00 vacation rule for either the earliest check-in or the last check-out

A cabin crew may be rescheduled for later check-out or earlier check-in than provided by the above, and this must be noted in the roster. If the cabin crew accepts, it will be compensated in accordance with the 12-hour rule. If the cabin rejects, notice must be given to replanning in writing no later than 7 days prior to the rescheduled check-in/check-out.

## **9 Rescheduling**

- a) A published roster may not be changed to the disadvantage for the cabin crew regarding the check-in time on the first day of the working period, and the check-out time on the last day of the working period.

This does not apply if unforeseen incidents occur on the light on the day of the inbound journey.

- b) Rescheduling notified less than 24 hours before check-in at the home base may not take place without consent. Rescheduling within the time frame of the scheduled check-in/check-out is allowed. Rescheduling must be expected when the cabin crew is on overnight sling.
- c) If the crew is notified no later than 90 minutes before the original check-in time due to delays, the check-in may be postponed. This applies to original slings.

## **10 Limitations of number of landings**

Unless otherwise agreed with the cabin association, no more than 7 active landings per day are to be scheduled in the summer period and 6 active landings per day in the winter period.

## **11 Standby Service (S/B)**

- a. Standby service means:
  - Standby service at home/hotel
  - Standby service at airport (APS)
- b. If the employee is called out, the duty must end within 14 hours after the start of the standby service. This also applies when the employee is on standby at a hotel.
- c. APS may be scheduled at maximum 8 hours. If the employee is called to the airport S/B, the employee must approve more than one unscheduled overnight stay.
- d. No more than 5 continuous S/B days are to be granted in a 4-week scheduling period. In addition, 4 separate days may be scheduled for S/B. In case of bidding, S/B does not apply.
- e. Unless otherwise agreed with CCM, the call out time is 90 minutes. The call out time for CCM staying at a service hotel is 50 minutes for pick-up.
- f. CCM, who is called out on S/B and has ended a scheduled flight cannot be transferred to another flight on the same day without consent.
- g. If OCC wishes to use the employee on another flight after the scheduled flight on the S/B day, this must be notified at the first call-out. If S/B is scheduled after a flight, this must be APS.

## **9 Work and time off system**

### **1. Fixed work and time off allocation key (rotation):**

The fixed work and time-off allocation key is a system defining fixed working days and days off in each period.

#### **1.1 Variable allocation key**

NCR DK may employ cabin crew temporarily for up to 8 months. All cabin crew on a temporary contract will have variable allocation key during the temporary employment.

In addition, cabin crew in a 100% position, and who are not included by the above, can voluntarily sign up for variable allocation key. Volunteers will be compensated by one BDO per month and will be on variable allocation key for 6 months at a time from 1 April to 30 September and/or from 1 October to 31 March. The deadline for applying for variable allocation key is 1 November

respectively 1 April. The variable allocation key is not prolonged automatically if the cabin crew does not apply before the application deadline for the next period.

Variable allocation key does not lead to annulment of the rules of the Collective Bargaining Agreement, except for those mentioned below:

Variable allocation key is:

- Same number of days off per year as in a 5/4 allocation key (in months with 31 calendar days: 14 DO / 30 calendar days: 13 DO / 28 calendar days: 12 DO) in a 100% position.
- At least one weekend off per month, consisting of 3 consecutive days off; Friday, Saturday, and Sunday. Weekends off can be part of holiday leave.
- Crew must have days off *either* 24-25 December *or* 31 December and 1 January, unless the cabin crew requests to work these days.
- Minimum 2 days off in connection.
- 2 days off per month can be requested and must be granted, except for December if the cabin crew has days off age 24-25 December H 31 December and 1 January. National holidays and Easter evening are not included. The requested days off can be part of the monthly weekend off.
- If crew is granted 5 consecutive vacation days, 4 days off must be scheduled both up to and directly following the vacation, cf. the 5/4 allocation key.

## **2. Work and time off system**

The work and time off system is based on a 5/4 key for a 100% position providing 203 gross working days each calendar year.

- 100 % position: 203 gross – 25 vacation days = 181 net working days.
- 80 % position: 162 gross – 20 vacation days = 144 new working days.
- 60 % position: 122 gross – 15 vacation days = 109 net working days.
- 50 % position: 102 gross – 13 vacation days = 91 net working days.

NCR DK may also include other % positions that those described in this agreement.

### 3. Change of allocation key

Cabin crew allocation keys as per 06 marts 2013  
 100 % 5-4 allocation key:

**100 % Rotation**

**Grey fields = days off**

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1						Grey	Grey
2	Grey	Grey					
3	Grey	Grey	Grey	Grey			
4			Grey	Grey	Grey	Grey	
5					Grey	Grey	Grey
6	Grey						Grey
7	Grey	Grey	Grey				
8		Grey	Grey	Grey	Grey		
9				Grey	Grey	Grey	Grey

80 % 5-4 allocation key:

**80 % Rotation**

**Grey fields = days off**

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1					Grey	Grey	Grey
2	Grey	Grey				Grey	Grey
3	Grey	Grey	Grey	Grey			
4		Grey	Grey	Grey	Grey		
5				Grey	Grey	Grey	Grey
6	Grey					Grey	Grey
7	Grey	Grey	Grey				
8	Grey	Grey	Grey	Grey	Grey		
9			Grey	Grey	Grey	Grey	Grey

60 % 5-4 allocation key:

**60 %  
Rotation**

**Grey fields = days off**

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1				Grey	Grey	Grey	Grey
2	Grey	Grey				Grey	Grey
3	Grey	Grey	Grey	Grey			
4	Grey	Grey	Grey	Grey	Grey	Grey	
5			Grey	Grey	Grey	Grey	Grey
6	Grey				Grey	Grey	Grey
7	Grey	Grey	Grey				Grey
8	Grey	Grey	Grey	Grey	Grey		
9		Grey	Grey	Grey	Grey	Grey	Grey

50 % 5-4 allocation key:

**50 %  
Rotation**

**Grey fields = days off**

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1						Grey	Grey
2	Grey						
3	Grey	Grey	Grey	Grey			
4			Grey	Grey	Grey	Grey	Grey
5	Grey						
6	Grey						Grey
7	Grey						
8	Grey	Grey	Grey	Grey	Grey		
9						Grey	Grey
10	Grey						
11	Grey	Grey					
12	Grey						
13	Grey	Grey	Grey	Grey	Grey	Grey	
14					Grey	Grey	Grey
15	Grey						
16	Grey	Grey	Grey				
17		Grey	Grey	Grey	Grey	Grey	Grey
18	Grey						

Change of allocation key may only be made due to significant changes of the production and must be notified no later than 1 month prior to implementation and approved by NCUD.

Change of allocation key may be made in relation to the base and must be anticipated in case of change of base, position, position percentage, and return from leave lasting more than 1 year.

Both parties agree that the work and time off allocation key as stable as possible.

#### **4. Vacation in work and time off allocation key**

Vacation may be incorporated in the allocation key. In this case, this will be explicitly stated. Such key will be a supplement to the basic allocation key.

#### **5. Variable work and time off allocation key (rotation):**

Within each scheduling period, the company may swap up to 2 days. The company may only take one variable day each working period (more if requested), and with the result that swapped days off are given in connection with fixed days off.

30 % of the full-time positions on each base for active SCCM and CCM are included in the variable key. The 30 % of the variable key will be completed based on reverse seniority. In addition, CCM and SCCM may volunteer to be covered by the variable key.

If a cabin crew member wishes to "protect" one or more days off, an application must be filed within the current bidding deadlines. However, an employee cannot "protect" all days off in a calendar month or for a full year.

Off-duty periods before and after holiday cannot be applied under this arrangement without consent from CCM or SCCM.

Compensation for use of variable days is described in Appendix A, Article 9.

## **10 Part-time employees**

1. The employee can apply for part-time employment. Written application must be sent to the line manager at NCR DK.

### **Permanent part-time**

All cabin crew at the CPH base can apply for a part-time position in accordance with Section 1.

The number of part-time workers is equivalent to a maximum of 12 full-time employees (FTEs), subdivided into 80%, 60% and 50%. The basis is 6 FTEs in each group, the aim being to achieve even distribution within each group.

The maximum number (12 FTE) applies to 2023 and can be renegotiated in the next negotiations in 2023.

Health part-time and Senior part-time are outside these quotas.  
The part-time positions are allocated according to seniority at NCR DK.

Part-time positions apply for one year at a time from 1 September to 31 August, and must be applied for before 1 May.

For 2023, part-time positions apply from March 1 to August 31.

A new period must be applied for before the debt deadline stated above.

86%

All cabin crew can apply for 86% part-time positions, which are organised as follows:

- June to August: 100% duty with 100% salary
- September to May: 80% duty with 80% salary

The criterion for allocation is the level of seniority at NCR DK.

The company decides whether an application for an 86% part-time position should be granted by an overall assessment of the company's cabin resources.

86% applies from 1 September to 31 August. The cabin crew enter into a binding agreement of 12 months at a time.

The deadline for applications is 1 May.

The company invites the NCUD (local cabin association) to review applications before the allocation of part-time positions is published.

2. The number of days is reduced according to the scope of the position – cf. Article 9 Para 2
3. Allocation shall be based on OM provisions
4. Part-time salary is a proportional percentage of the equivalent full-time salary
5. Cabin crew employed in part-time positions also have the option of applying for full-time employment. A CCM in a part-time position takes priority over a full-time position if more manpower is needed.
6. An employee who has reached the age of 62 or for health or other important welfare reasons, has the right to reduce their working hours if flexible working hours can be implemented without significant inconvenience to NCR DK. Applications for reduced/flexible working hours are processed objectively.
7. Educational leave  
A cabin crew member who has been employed for at least two years has the right to unpaid total or partial leave for up to three years to take part in an

organised training programme that constitutes vocational and continuing training that is relevant to the labour market. Leave cannot be requested if it would hinder NCR DK's proper planning of operations and staff allocation. See (Article) 19. 3

## **11 Salary regulations**

1. The salary scale with date of validity is shown in Annexe A.
2. Salary advancement takes place during the month of the employee's permanent appointment.
3. 25% of cabin crew per base will be allocated a fixed SCCM supplement. Allocation will be in accordance with the seniority for each base. A minor deviation in relation to the % share may occur, but once a quarter NCR DK takes action to level this up. In the event of a voluntary switch of base the employee cannot count on transferring their fixed SCCM supplement to a new base, as this is allocated as needed. With a placement involving a fixed SCCM supplement, a change of allocation key is to be expected.

Other SCCM will be remunerated as SCCMs for each completed day of duty as SCCM.

The supplement is described in Annexe A, Article 4.

4. Flights on days off are voluntary, and will be remunerated in accordance with Annexe A.
5. The salary for the current month must be available in the employee's account on the 25<sup>th</sup> of the month. (Provided that their bank adheres to standard exchange-rate terms for commercial banks.)
6. Together with the basic salary, position-based supplements, overtime pay, per diems, and "Sales on Board" commissions are paid.

Per diems as and position-based supplements must be electronically verified each subsequent month. Expenses are stated on an approved schedule and is sent to IOCC for approval and payment.

7. Employees attending courses put on by NCR DK will receive per diem in accordance with Article 13, Para 3 (from beginning to the end of the course) and Annexe A, Article 3.

## **12 Sales on board**

1. Cabin-crew members receive payment as remuneration for duty on "Sales on Board" (SOB). The payment will be calculated in accordance with Annexe A, Article 2.

## 13 Travel – and payment of per diems

1. For business trips and flights for the Norwegian Group, NCR DK covers travel and accommodation expenses.
2. Hotel accommodation.  
NCR DK undertakes to enter into agreements with hotels of a good standard with shower and toilet for each crew member. There will be an emphasis on high fire-safety and noise-prevention standards, as well as personal safety.

NCUD is granted the right as an equal member to take part in preparing the specifications of requirements.

The hotel's location is important in terms of wellbeing, and this must be taken into consideration.

If the hotel does not meet the specifications of requirements, NCUD may reject the hotel, in which case use of a new pre-approved hotel must be possible within two weeks, after NCUD has notified NCR DK in writing of the rejection of the hotel.

Within the first six weeks of a new hotel being used, NCUD must be given the opportunity to inspect it.

For hotel stopovers of over 14 hours from Friday to Saturday, Saturday to Sunday or Sunday to Monday, the hotel must be centrally located.

For courses, an emphasis is placed on the hotel being close to the course venue, and on private study being possible. The requirement for a centrally located hotel at weekends only applies to operational services. The course hotels are only inspected in the event of a written complaint.

An overview of all hotels used by NCR DK must be available on the intranet.

In the event of a hotel not being able to offer food, there must be restaurants in the immediate vicinity. If this requirement cannot be met NCR DK will have food delivered to the hotel at its own expense.

All overnight hotel stopovers in AAL must be at a city-centre hotel.

AAL Airport Hotel is only to be used in the event of unforeseen and unplanned circumstances, and NCUD must be informed in the event of any deviations.

The company's finances and operational considerations must be taken into account as well as its specifications of requirements in the tender process.

3. As compensation for food expenses NCR DK pays a per diem allowance in accordance with the rates set out in Annexe A, Article 3.

4. The per diem allowance is calculated per day (24 hours) from check-in at the base to check-out. In the event of a passive transfer to or from the base, a 40-minute check-in and a 20-minute check-out are allowed. The allowance is calculated as follows:

0 - 3 hours - 1/4 day

3 - 9 hours - 1/2 day

over 9 hours - 1/1 day

5. Cabin crew with a fixed base receive an allowance from check-in at the fixed base to check-out at that base.

In the event of a check-in at the home base on the first day of a duty period or a check-out at the home base on the last day of a period of duty, then the per diem will start or stop there.

6. In the event of a break at the home station/base, the per diem will not be not stopped, regardless of its duration.

7. If cabin crew are hired out to a foreign company, the daily allowance will be covered at the state's rates in the country where the service is performed. The per diem shall not be lower than the per diem in force at any given time under this Agreement.

8. For duty on all movable holidays/public holidays, an extra per diem will be paid. The same applies to Easter Eve (the day before Easter Sunday), Pentecost Eve (the day before Pentecost/Whit Sunday), Christmas Eve and New Year's Eve, if check-out is after 12:00.

9. For attendance for flights that are then cancelled, the allowance is 1/2 a per diem.

10. Expenses incurred by the staff member in conjunction with the service will be covered by NCR DK on account, and will be indicated on a separate schedule for reimbursement of expenses.

11. Cabin crew who on business trips are eligible for a hotel and who choose a private overnight stopover is reimbursed at the state's rates per night (night supplement) – see Annexe A, Article 11.

A prerequisite for reimbursement is that the person in question cancel the booked hotel in time, and that IOCC be notified of where the individual can be reached.

Night supplements are not paid at home base.

## **14 Salary during sickness**

NCR DK pays the full salary during sickness for up to 24 weeks as from the first full day of absence. This amount constitutes the maximum rate of daily benefit laid down by law. The right to payment ceases if the sickness-benefit reimbursement from the municipality ceases and this cessation is due to the

cabin-crew's failure to meet the obligations arising from the Danish Sickness Benefit Act.

In the event of a relapse relating to the same illness within 14 calendar days of the first working day following the end of the previous period of absence, NCR DK's payment period will be calculated as from the first day of absence in the first period of absence.

Thereafter, the cabin crew will be entitled to sickness benefit under the Danish Sickness Benefit Act. In the event of sick leave during pregnancy the full salary will be paid until the employee is transferred to pregnancy leave four weeks prior to childbirth.

The cabin crew will be entitled to paid leave on the first day of the child's sick leave when this is necessary for the care of the cabin crew's sick child/children under the age of 12 living at home and when no other care for the child is to be found. This right to paid leave can be utilised for a maximum of ten days per calendar year.

The Danish Discrimination Act and the Danish Act on Employees' Right to Absence from Work for Special Family Reasons apply.

The cabin crew is entitled to paid leave for up to five days in the event of a child being admitted to hospital when it is necessary for the employee to be admitted to hospital together with the child. This also applies when 'hospitalisation' occurs wholly or partially at home (i.e. care and treatment are provided within the home). The rule concerns children under the age of 14.

The right to paid leave follows the individual child, which is why holders of parental responsibility covered by the company's collective agreements can be granted a maximum of five days' paid leave within a 12-month period. The leave is to be distributed among holders of parental responsibility at their discretion. Only stays in hospital that result in overnight stays are deemed to be hospitalisation and are thus covered by the provision. On request the employee must present documentation of the hospitalisation.

## **15 Insurances**

The employee is covered by the collective insurance schemes in accordance with the rules in force at any given time.

The employment contract must state which insurance schemes NCR DK has taken out for the employee. See Annexe B.

## **16 Absence for special reasons**

1. If in the performance of services for NCR DK the employee, through no fault of their own, is detained, interned, captured, or taken hostage by a foreign person/force, or if they are deemed missing, NCR DK will maintain their salary with fixed allowances under this agreement.

2. This salary will be paid for the duration of the absence, but after 12 months only 2/3 of it will be paid, and after 24 months only half, until their death is established, or they are deemed dead, or their insurance, if any, has come into force.

NCR DK will deduct any public benefits from the above payment.

## **17 Vacation**

### **Item 1: Definitions**

Vacation year:	From 01.09 to 31.08 inclusive.
Earnings year:	Simultaneity (concurrent holiday)
Vacation period	01.09 to 31.12 (subsequent years = 16 months)
1 vacation day:	1 working day
Primary period:	01.06 to 30.09
Secondary period:	01.10 to 31.05
Main vacation:	01.05 to 30.09 Consecutive periods of vacation/time off for three weeks or over.
Block/period of duty:	Max five consecutive days

#### **Minimum vacation per year:**

The provisions of the Danish Holiday Act are deemed to have been complied with if an employee takes at least 20 days' vacation per year, equivalent to a minimum of four weeks' vacation.

### **Item 2: General provisions**

Vacation provisions adhere to the Danish Holiday Act, with the clarifications and exceptions stated in this protocol.

Basically, vacations must be taken unless agreed otherwise by the Company and the employee.

Trading of vacation days is impermissible.

### **Item 3: Duration of vacation**

- 3.1 The company must ensure that the employee is granted a vacation in accordance with the provisions of the Danish Holiday Act. If the employee is entitled to a full paid vacation, they will have the right to 25 paid vacation days for use for vacations on working days in each vacation period. For part-time employees the proportion of vacation days is calculated proportionally, rounded to the nearest whole number.

Percentage of full-time equivalent %	No of VAC days with salary per year	No of VAC days without salary per year
100%	25	0
86%	22	3
80%	20	5
60%	15	10
50%	13	12

- 3.2 In the event of a change in the percentage of the full-time equivalent over the course of the year, entitlement to the number of vacation days is calculated as the corresponding percentage of the full-time equivalent for the time of vacation accrual.
- 3.3 Vacation is taken with pay in accordance with the Danish Holiday Act. The special holiday allowance under the Danish Holiday Act is paid with 9/12 of the allowance in May and 3/12 of the allowance in August.
- 3.4 Upon termination of employment there will be a settlement in accordance with the Danish Holiday Act, and the holiday allowance will be paid FerieKonto (Danish vacation pay scheme).
- 3.5 Leisure time during a vacation is considered to be vacation. Rules around vacations also apply if days off are planned before or after the vacation period.

#### **Item 4: Establishment of vacations and changes**

- 4.1 Vacations granted within a whole period of duty (e.g. five or ten days) cannot be partially withdrawn – either by the employee or by the company.
- 4.2 The period of vacation leave, the employee has been granted, cannot be changed by the Company without an agreement with the employee. Vacation settlement during the period of notice, sickness, leave, and industrial action is in line with the provisions of the Danish Holiday Act.
- 4.3 Individual vacation days cannot occur without the consent of the employee.

#### **4.4 Quota calculation**

Must be in accordance with the following fraction:

$$\frac{\text{Number of employees in each category at the base * number of vacation days to be taken during the period}}{\text{number of calendar days during the period.}}$$

The quota is to be rounded up to the nearest whole number. In the event of an uneven available number of working days, the quota is to be factorised.

- 4.5 Requests for private swaps of vacation with colleagues are to be communicated to NCR DK, which will give feedback as to whether the

exchange has been approved. Swap of vacation will affect later vacation allocation.

**Item 5: Vacation bidding**

5.1 Before the vacation is set, the Company must obtain vacation requests from the employee through bidding. To obtain requests, a vacation bidding system is used that must have the following characteristics:

- The available quota must be stated
- The number of employees who have bid for vacation on all dates during the period must be stated
- The balance of points must be available
- When bidding is added, it must be possible for the individual employee to see how many people there are in the request queue for the date in question.
- This information is updated automatically and continuously.
- The number of vacations available for each date must be shown

Vacation period	Segments	Bidding opens	Bidding closes	Vacation notification
<b>Winter/spring (period 1) 10.01-31.05</b>	Full work periods	15.07	30.08	09.09
	Single days bidding	10.09	30.09	14.10
<b>Summer (period 2) 01.06-30.09</b>	Full work periods	15.11	05.12	15.12
	Single days bidding	16.12	06.01	22.01
<b>Fall/winter (period 3) 01.10-09.01</b>	Full work periods	15.04	05.05	15.05
	Single days bidding	16.05	06.06	22.06

**5.2 Vacation bidding based on points**

For each vacation-bidding period the employee must schedule at least the following number of vacation days on working days: 5 in Period 1, 10 in Period 2 and five in Period 3 in a 100% position. In the event of a reduced position, the number of paid vacation days is converted in advance.

The individual will get points for each vacation day. The total points in a vacation period with three years' history are taken into account when allocating vacations. Attractive vacation days and vacation periods are given more points.

During the main vacation, the time of the school vacations in Denmark is deemed to be the most attractive period. New hires are awarded scores = seniority number + 1,000 points in each period.

Firstly, entire periods of duty are bid for, and when they have been assigned, bidding for single days opens. The bidding system must be

updated at all times, including after allocation of vacations has been carried out. This overview is to be used for scheduling of any remaining vacations, bonus days and days due on a first come, first served basis. Everyone requesting a vacation during a vacation period is entitled to a minimum of one period of vacation during the vacation period in question.

## **Item 6: Forced vacation**

- 6.1 If the employee has not bid for a vacation (see Section 5.2) the company may, after the vacation bidding has been processed and vacations have been allocated, impose up to 5 days' vacation in Vacation Period 1, 10 in Vacation Period 2, and 5 in Vacation Period 3, and this only applies to employees who have fully accrued a vacation. Transferred vacation days that have not been bid for in Vacation Period 1 will also be imposed, if there is no vacation that has been bid for and approved. For part-time employees, vacations are scheduled in accordance with the employee's percentage of the full-time equivalent when vacations are to be bid for. In the event of changes in percentage of the full-time equivalent, vacation allocated to an individual employee is adjusted in such a way that the vacation already granted is maintained.

Compulsory vacations must be scheduled in a continuous block that includes an entire period of duty. Compulsory vacations should only be scheduled during vacation periods with a low point total.

## **Item 7: Bonus days**

- 7.1 Bonus days

Before 10 November, employees who do not wish to take their main vacation during the next primary period, must notify the company accordingly in order to qualify for bonus days.

A prerequisite is, that the employee must have been employed throughout the calendar year up to the application for bonus days (i.e. on 10 November 2022 the employee must have been employed throughout 2022 in order to qualify for bonus days in 2023). Employees who may qualify for bonus days and who take five or fewer vacation days during the period from 1 June to 31 August inclusive will be awarded five (5) extra bonus days. They must be settled during the year in which they have been accrued, except in June, July, and August. Alternatively, their value can be paid out. The value corresponds to one working day. Bonus days will be made available by 1 January at the latest.

It is a prerequisite that the employee implements their percentage of the full-time equivalent through the primary period without absence in order to qualify for bonus days with the exception of ordinary sick leave.

The bonus days are compensation days. They have a specific code in the rostering system. The code is BONDO. Bonus days must be requested, like other compensation days, and have the same deadline as roster requests,

For part-time employees, the figures are reduced in accordance with the percentage of the full-time equivalent. For an 80% position, settlement of four (4) or fewer vacation days applies, and these days are in turn are credited with four (4) extra bonus days.

For 60% and 50% positions for which there is a settlement of three or fewer vacation days from 1 June to 31 August inclusive, three (3) extra bonus days will be allocated, and they must be settled in accordance with the above.

Percentage of the full-time equivalent	Settlement	Bonus days
100%	Max. five days	5
80%	Max four days	4
60%	Max. three days	3
50%	Max. three days	3

**Item 8: Transfer of vacation days**

Transfer of vacation days between vacation-bidding periods must be agreed with the company by 15 July of the previous vacation year at the latest.

**Item 9: Excess vacation**

9.1 If, after having been allocated vacation in accordance with Items 5 and 6, the employee has not taken all the accrued vacation in the relevant vacation year, the remaining vacation may be carried over to the following vacation year by agreement in accordance with the rules of the Danish Holiday Act, e.g. in conjunction with pregnancy, military service or long-term sickness. The vacations office must be in receipt of applications for transfer of vacation days by the end of the vacation year at the latest.

9.2 The maximum number of ordinary vacation days that can be carried over is five days per year, which may be used during the following vacation year. If the transferred vacation days have not been bid for and approved during Vacation Period 1, then they must be imposed during Vacation Period 1 in addition to the ordinary five vacation days, i.e. up to 10 vacation days.

**Item 10: Vacation during training period:**

10.1.2 During the start of a course and up until release, vacations are not usually allocated. Efforts are made to ensure that vacations are taken in accordance with the distribution as per Item 6.

**Item 11: Recurrent training after vacation:**

11.1 Recurrent training must be scheduled no earlier than two full working days after a vacation.

## **Item 12: Reporting:**

- 12.1 It is agreed that the company will convene NCUD for a meeting about the vacation quotas before each vacation-bidding session opens.
- 12.2 After the end of each vacation period the union representative(s) are summoned by the Company to review vacation allocation. The meeting will look at the following in detail:
- Number of vacation days allocated during the period
  - Number of days bid for by employees
  - Compulsory vacations
  - Number of feedbacks
- 12.3 Before a deadline mentioned in this protocol expires the Company undertakes to make the crew aware of it. A warning must be issued at least 14 days before the deadline.

## **Item 13: Restrictions regarding vacation day(s):**

- The latest check-out before a vacation is 6pm.
- The earliest check-in after a vacation is 9am.
- In the event of a boxed-in period of duty, the 9am-6pm vacation rule is withdrawn at one or other end of the period of duty.

## **Item 14: Senior days**

- 14.1 In the calendar year during which the employee reaches the age of 60 they are allocated four extra senior days per year, which must be taken during the year the days are allocated. Employees aged over 60 must adhere to the regular period of notice regarding requests for settlement of extra senior days. Senior days cannot be paid as salary.

## **18 Military service**

In the event of a compulsory recall to military service (does not apply to normal military service) NCR DK will pay the difference between the regulation military salary and the fixed salary from NCR DK, including fixed supplements.

It is assumed that the employee uses vacations for voluntary military service.

## **19 Leave**

Unless otherwise specified under the individual item, NCR DK (HR) must be in receipt of applications for leave (short welfare leave) as soon as possible, and by no later than the 20th two months before (i.e. 40 days before the month) the date as from which leave is being requested.

1. The employee may be granted unpaid leave for a limited period. NCR DK decides on leave applications but will endeavour to process leave applications liberally as regards social and equivalent considerations.
2. SCCMs/CCMs can get one year's unpaid leave for study/training purposes without losing salary seniority already accrued.

NCR DK should receive applications for leave six months before the leave is to commence – and certainly no later than three months beforehand. NCR DK may require submission of a certificate of study or similar.

3. SCCMs/CCMs who have been employed by NCR DK for at least two years are entitled to up to three years' unpaid study leave.

Salary seniority is not accrued during the period of leave, but SCCMs/CCMs retain salary seniority already accrued. NCR DK's insurance scheme does not apply during the period of leave. Membership of the pension scheme can be maintained, but employees must pay the premiums themselves.

4. When leave lasts for over 12 months the employee will retain the same salary-seniority basis as when the leave was granted. The employee will lose a place on the seniority list for every 13 months of leave they are given. This does not apply to statutory leave.
5. Leave in relation to Items 1 and 2 shall be restricted to a maximum of 15% of the total cabin crew. Full-time and part-time employees are prioritised on the same terms.
6. An employee who has reached the age of 62 or who so needs for health or other important welfare reasons has the right to reduce their working hours if reduced/flexible working hours can be implemented without significant detriment to NCR DK. Applications for reduced working hours are processed objectively.
7. For training purposes, the employee will receive a salary when training is arranged, planned, or imposed by NCR DK, in the event of an application on the part of the employee, or when following assessment by NCR DK the training is of importance to the employee's current or future work for NCR DK.
8. Leave is granted during written and oral examinations, including home exams. Such paid leave is provided for up to two days. Any other exam days are unpaid. Leave is not granted for reading days. Exam results are sent to the line manager at NCR DK for storage in the personnel file.

## **20 Leave for pregnancy, childbirth, and adoption**

1. When pregnancy is established, the employee must immediately notify NCR DK accordingly.
2. The employee will do scheduled flights during the first trimester, subject to medical approval.

3. As far as possible NCR DK will transfer the CCM to the appropriate ground service as soon as possible after she has been taken off flights. The HR department is responsible for this placement following consultation with the employee.
4. During ground service the duty key for ground staff must be adhered to unless agreed otherwise, and the person in question will retain her fixed salary plus any supplements applicable to the work she performs.
5. If the person concerned cannot be given duties, she will receive a fixed salary until the leave commences in accordance with the current Danish rules on pregnancy leave.
6. Female employees are entitled to full pay during pregnancy leave, i.e. for four weeks prior to the due date.
7. In general, the rules of the Danish Act On Maternity Leave apply if no better rights have been agreed below.

Female employees who are on pregnancy and maternity leave under the Danish Act On Maternity Leave are entitled to full pay and fixed supplements for four weeks before childbirth (pregnancy leave) and 14 weeks after childbirth (maternity leave).

Up to two weeks' full salary is paid during "paternity leave" or leave for a co-mother. These two weeks must be taken together, and immediately after the birth of the child.

The employee is thereafter entitled to parental leave (see the Danish Act On Maternity Leave), and NCR DK will pay a full salary and fixed supplements for ten weeks in the event of parental leave. The right to a full salary includes the maximum statutory rate of daily benefit. The right to payment ceases if the sickness-benefit reimbursement from the municipality ceases and this cessation is due to the cabin-crew member's failure to meet the obligations arising from the Danish Sickness Benefit Act.

Leave in connection with adoption is granted in the same way as for childbirth and paid leave for up to three weeks before receiving the child.

8. Parental leave must be taken within 52 weeks of the birth. Each of the parents' leave can be divided into a maximum of two periods, unless agreed otherwise, including if the leave is postponed in accordance with the rules of the Danish Act On Maternity Leave.

The leave must be notified applying the periods of notice as per the Danish Act on Maternity Leave, i.e. as follows:

- The female employee must give NCR DK three months' notice of the due date and of whether she intends to exercise the right to pregnancy leave
- Within eight weeks of giving birth, female employees wishing to exercise their right to maternity leave must notify NCR DK of when they will be resuming duties

- A future father or co-mother wishing to exercise their right to paternity leave must notify NCR DK of the duration of the absence no later than four weeks before the expected commencement of absence
  - Within eight weeks of the birth or receipt of the child, employees wishing to exercise their right to parental leave must notify NCR DK of the time of commencement of the absence and the duration thereof. Where the right to absence is exercised in such a way that the employee's absence overlaps across several periods, the notification must include the commencement and duration of subsequent absences.
9. It is NCR DK that applies for reimbursement from the relevant authority. Cabin-crew members are, however, obliged to always inform NCR DK as to where they have social-security cover. A prerequisite for salary payment during pregnancy, maternity and parental leave is that NCR DK be correctly informed as regards social security. If there is any uncertainty as to affiliation concerning social security and this is not due to negligence on the part of the employee, such uncertainty will not be detrimental to the employee.

## **21 Senior-policy measures**

Together with NCUD, NCR DK will annually review applications for arrangements/job reductions for employees aged over 57.

## **22 Disciplinary circumstances**

1. If an employee has significantly failed to meet their duty obligations as described in internal and public regulations, then they can make their own choice as to who they wish to assist them when the matter is to be pursued.
2. Once an aviation accident/incident has been investigated, the entire report, the proposed response and the reasons for the latter must be submitted to NCUD. NCUD's position, with a reply deadline of one week, must be obtained before NCR DK makes a final decision.
3. In the event of temporary exclusion from duty during internal investigations of the cause of an air accident/accident, the employee will retain their rights under individual and collective agreements.
4. In cases where the relevant aviation-supervision body temporarily revokes a cabin-crew member's certificate during an investigation of regarding the cause of the aviation accident/accident or regarding suspected breaches of relevant aviation regulation, the employee will retain their salary. This also applies to insurance and pension insurance under this contract of employment until the relevant aviation-supervision body decides on the loss of a certificate.

## **23 Notice periods, etc.**

1. It has been agreed by the parties that the cabin crew's employment conditions as of 1 January 2022 are covered by the Danish Act on Salaried Employees

Seniority under the Danish Act on Salaried Employees is calculated as from the time of appointment.

2. In the event of an individual application NCR DK will assess a possible shortening of the period of notice during periods when this has no impact on the staffing situation.
3. Before NCR DK makes a decision on termination of employment, the cabin crew and the union representative must be consulted. This does not, however, apply in the event of dismissal. In the event of dismissal, the union representative must be notified without undue delay.
  - a) Notice of termination must be in writing.
  - b) If the cabin-crew claims that the notice of termination/dismissal is unreasonable and not justified by the circumstances relating to them or NCR DK, then local processing of the notice of termination/dismissal by representatives of NCR DK's management and the cabin crew may be requested. The local negotiation must be concluded within 14 days of notification of dismissal. If NCR DK has supplied clearly incorrect information about the reason for the dismissal that is of major significance to the matter, then the above period shall commence as from the time when the cabin crew or their representative became aware of or should have become aware of the correct information. The local negotiation must, however, be concluded within three months of the notice of termination/dismissal.
  - c) Objections to the notice of termination/dismissal will not have suspensory effect.
  - d) If no agreement is reached locally, a claim may be brought through professional arbitration in accordance with the provision set out in Annexe J. One of the partners may, however, request a mediation meeting in accordance with Items 1 and 2 of Annexe J.

If the professional arbitration finds that there were no objective grounds for the notice of termination or dismissal, then the professional arbitration may decide that NCR DK must pay the person concerned compensation. The amount of this compensation will depend on the circumstances regarding the matter and the seniority of the unjustifiably dismissed cabin crew. The allowance may not exceed 52 weeks' salary, based on the dismissed cabin crew's average earnings over the past year.

4. A cabin crew for whom a public authority refuses a passport, visa or certificate of approval that might be requested by a public authority as a prerequisite for duty as a cabin crew may have their employment terminated immediately. If the refusal is not attributable to their own negligence, NCR DK must seek to reassign the person in question.

## 24 Duration

This agreement will enter into force on 1 June 2021 and will last until 1 October 2023 and for a further 1 – one – year at a time, unless either of the parties terminates it with at least 2 – two – months' notice.

The parties agree that the main agreement between the Danish Employers Association (DA) and the Danish Confederation of Trade Unions (LO) applies.

Signatures

Norwegian Crew Resources ApS

FPU

NCUD

## **Annexe A Salaries and allowances (supplements)**

### **1 SALARIES AND ALLOWANCES**

SALARY SCALE APPLICABLE AS FROM 01.04.2020

Salary reductions and wage freezes have been agreed for the period to which the ramp-up agreement applies.

The parties have agreed that negotiations on a regulatory provision will begin before the end of 2022.

All financial compensation must be paid the following month using the normal salary-payment process.

Salary as of 1 April 2020 (DKK):

	Month	Year
1	22,922	275,070
2	23,515	282,184.28
3	24,701	296,416
4	25,887	310,646.28
5	27,073	324,878
6	28,524	342,286.49
7	29,721	356,657
8	30,919	371,026
9	32,116	385,395.15
10	33,990	407,881

#### **Positioning of new employees on the salary scale:**

- New employees and temporary staff are to be placed on Salary Grade 1
- New employees and temporary staff with a valid cabin certificate and a minimum of three years' flight experience will be placed on Salary Grade 2
- New employees and temporary staff with a valid cabin certificate and a minimum of six years' flight experience will be placed on Salary Grade 3
- New employees and temporary staff with a cabin certificate and a certificate of apprenticeship in service and communication through Norwegian's apprenticeship programme will be given an extra salary grade.

If the candidate does not have a certificate but has flight experience from the past three years, they can be classified in accordance with the "valid cabin certificate" rules as described above.

### **2 ON-BOARD SALES/GUARANTEE COMMISSION**

1. The allowance for "Sales on board/Guarantee Commission" is 6% of the employee's share of gross paid-in turnover in the month in question. Turnover is always divided by the number of CCMs on board. The employee's share can never exceed one share.

2. The minimum guaranteed commission is DKK 335 per month, and it is paid in proportion to the cabin crew's percentage of the full-time equivalent.
3. In the case of wet lease or the equivalent, for example, where NCR DK has no SCCM of their own on board, and the statement is undertaken by a CCM, the relevant CCM must be reimbursed at a rate of DKK 110 per statement.

### **3 PER DIEM RATES**

Per diems are paid in accordance with the following scale:

Under three hours .....	DKK 133
As from three hours but under nine hours....	DKK 266
Over 9 hours of duty.....	DKK 532

### **4 SCCM SUPPLEMENT**

- 4.1 The fixed SCCM supplement, described in Article 11, is DKK 3,092.50 per month. SCCMs under this paragraph, who trade a day off as an SCCM, are entitled to a variable SCCM supplement in accordance with Item 4.2.
- 4.2 A variable cabin-manager supplement of DKK 229 per day is paid to a cabin crew acting as a SCCM who is not covered by Item 4.1.

### **5 TELEPHONE ALLOWANCE**

Employees receive DKK 318,06 per month to cover telephone expenses. Part-time employees receive an allowance in accordance with the agreed scope for the position.

### **6 UNIFORM**

1. NCR DK provides uniforms.
2. NCR DK pays a total of DKK 1,000 per month to cover the cleaning of uniforms and expenditure on shoes, boots and socks.

### **7 ADMINISTRATIVE SUPPLEMENTS**

Base managers - fixed supplement + cover of telephone and internet  
 Supervisor supplement - DKK 11,482 per annum + DKK 95.40 per instruction hour

Administrative supplement for compulsory ground service in accordance with Article 1, Item 4: DKK 443,50 per day.

For instruction as a supervisor, the following is credited:

Route training/route check:

- From check-in to check-out.
- All meal breaks and other stops of over 60 minutes are deducted from the above total time.

### **8 OVERTIME PAY/PURCHASING DAYS OFF**

1. The parties agree that NCR DK's permanent need for cabin crew must be covered by permanent appointments.
2. NCR DK will seek to evenly distribute purchases of days off.
3. The following applies as compensation for duty on days off:

Daily wage for salary grade in use X 2.

Voluntary passive transfer on a day off is compensated for by:

Upon departure:

- 1/2 day-off payment in the event of check-in after 8pm
- 1/1 day-off payment in the event of check-in before 8pm

Upon return:

- 1/2 day-off payment upon arrival (block on) before 12 noon
- 1/1 day-off payment upon arrival (block on) after 12 noon

4. By agreement with OCC, days off can be paid for with one day's salary + one new day off.
5. In the event of unforeseen delays and deviations resulting in working hours on a scheduled day off, this will be compensated for with:
  - 1/2 day-off payment if check-out at home base is before 12 noon
  - 1/1 day-off payment if check-out at home base is after 12 noon

The remainder of the day off in question will be retained.

6. If the cabin crew has been asked about the trading of a day off and has accepted, and it is cancelled before check-in, then this must be compensated for with 1/4 day-off payment.

## **9 VARIABLE WORK AND LEISURE KEY (ROTATION)**

- Each "variable" day utilised leads to a DKK 736 reimbursement.
- If you wish to "preserve" one or more days off, the cabin crew must apply for this in relation to the applicable deadlines for general requests.

## **10 CLEANING SUPPLEMENT**

- Each instance of cleaning of vomit etc. will lead to DKK 368 reimbursement.
- A receipt (receipt block) will be provided for each instance with the SCCM's signature and staff number. SCCMs must obtain the captain's signature.

This will be recorded in the electronic reimbursement system. The original receipt is to be sent to the payroll department: [paryrollcabin@norwegian.com](mailto:paryrollcabin@norwegian.com)

## **11 NIGHT SUPPLEMENT**

The night supplement is in accordance with the state's rates and will be paid in the instances described in Article 13, Item 11.

## **12 PARKING**

NCR DK covers parking for cabin crew at any airport, deducting a 30% own contribution.

## **Annexe B Pension and insurances**

### COLLECTIVE PENSION AND INSURANCE SCHEMES

The employee must be a member of the following collective insurance schemes:

1. Collective pension scheme (only applies to full- and part-time employees)
2. Staff insurance
3. Travel insurance  
Must apply 24/7 throughout the year
4. The loss-of-licence insurance comes into force on 1 January 2023.

Employees can retire at the age of 62.

Any plans that may lead to changes in the pension and insurance schemes should be discussed with NCUD as soon as possible.

If the company plans changes to the pension scheme, the consequences both for the company and for the individual must be assessed by a committee made up of the parties.

The parties locally must negotiate regarding any compensation for pension losses in the event of transition/change. The company cannot implement changes until negotiations have been conducted and impact assessments completed. If the parties do not come to an agreement locally, they can seek advice from any organisation.

If the company nevertheless decides to implement changes, they can be implemented 24 months after possible changes having been announced at the earliest. The parties may agree on a shorter deadline.

In this provision, local parties refer to the company's management and union representatives.

The provisions also apply to existing pension schemes.

## **Annexe C Informational and development work**

The company pays FPU DKK 400 per full-time employee per calendar year (pro rata for part-time employees) for FPU's informational and development work.

The amount is settled quarterly, at DKK 100 per full-time employee.

## **Annexe D Pairing committee**

NCUD appoints two representatives to a local pairing committee.

The pairing committee, together with NCUD's Board of Directors, takes part in meetings with the company once a month to review pairings before they are initiated.

Before the meeting, the company will forward the next month's pairings to the representatives.

The representatives are allotted office days with per diems (OFDs) for these meetings.

## Annexe E Union representatives' working conditions

### 1. Rules for union representatives

Two URs (union representatives) are elected for the cabin crew. Two union representatives per base may be elected. URs are deemed to be chairs and deputy chairs of the NCUD (local cabin association). In the case of multiple bases, the chair is thus also to be deemed to be a JUR (joint union representative) of the cabin crew. As regards the UR's activities, please see the current Salaried Employees Agreement between DI (Confederation of Danish Industry) and CO-industri (Central Organisation of Industrial Employees in Denmark) for technical and administrative salaried employees. If there are any changes to the industry's Salaried Employees Agreement as regards rules for URs, they must be implemented in this agreement.

2. There are special rules and notices concerning dismissals and disciplinary measures regarding union representatives, which at all times are in line with the current rules in the Salaried Employees Agreement between DI and CO-industri for technical and administrative salaried employees.

3. URs must be chosen from amongst recognised and skilled employees within the company with experience of and insight into NCR DK's working conditions. As far as possible, they must have worked at the company for the past two years. Employees who are in particular to be NCR DK's representatives, e.g. employees in particularly trusted positions as general manager within the company, or who represent NCR DK in negotiations on pay and working conditions, cannot be elected as URs. BCCCs, CPS'es and GIs cannot be elected as URs.

Workers who have been given notice cannot be elected as URs.

4. The period of office and the internal work within NCUD are regulated in NCUD's articles of association.

5. Following election of a new UR, NCR DK must be given a written notification stating the names of those elected. A worker cannot be required to be recognised as a UR until information on the election has been provided. Until NCR DK has received notification of new elections, the previously elected URs will remain in post.

6. 6URs are approved and recognised as representatives of and spokespersons for all cabin crew of NCR DK and other Norwegian-controlled companies with cabin crew in DK.

### 7. Duties

URs must be involved in reassignments, dismissals and disciplinary action, and prior to these measures. The aim of this is to provide elucidation and information, and to contribute to local solutions regarding these matters.

7.1 Cabin crew are entitled to take an assessor with them to disciplinary interviews. This assessor can be a UR or a representative of NCUD (cabin association),

who in these instances will receive full pay with per diems (OFDs) for these conversations on a working day, if it is the UR's day off. Conversations can be scheduled in conjunction with a flight, and here one just needs to register C/I from the commencement of the meeting to C/O on the flight. If the meeting is after a flight, C/O must be registered after the end of the meeting. In addition, the cabin crew can also bring with them an assessor who is an NCUD representative. Office days (OFDs) are deducted from the accumulated UR days (see Item 1.7).

- 7.2 In conjunction with collective bargaining (meetings with the company), the company grants leave with pay and per diems (OFDs) to URs and negotiation committees comprising a maximum of three cabin crews, including both URs. For collective bargaining, no use is made of the pool of office days with per diems (OFDs) (see Item 1.7). The company covers the associated travel and subsistence costs.
- 7.3 URs and NCUD's board have access to attendance of courses in connection with their work on trust. Course participation must always be coordinated with the operations department, which must as far as possible be granted the requisite freedom. The company will grant the requisite paid leave with per diems (OFD)s for these courses. The days spent on course participation are deducted from the accumulated UR days (see Item 1.7).

## 8. Working hours

NCR DK grants NCUD up to 18 monthly UR days (equivalent to an annual work unit) with the usual salary and per diems for use for the tasks associated with the work on trust, corresponding to an office day with per diem (OFD), duration 9am to 5pm. The monthly UR days are accrued biannually on 1 January and 1 July, and lapse if they are not used within eight consecutive months. If an OFD falls on a fixed day off, a compensatory day off (OF(X)) will be granted. As far as possible, an OF(X) should be taken during the following calendar month in cooperation with Planning. The number of monthly UR days that NCR DK grants NCUD can be negotiated as required.

Requests for UR days and OF(X) are specified in a shared document in Microsoft TEAMS, and the usual deadlines for regular bidding for days off etc. Must as a rule be complied with. OF(X) are prioritised compensatory days off. As a rule, UR days cannot be taken on public holidays unless there is an urgent need for this.

- 8.1 As a rule flights should not be scheduled on fixed meeting days.
- 8.2 All OFDs count as duty time.
9. Compensation for the cost of work and loss of earnings.

URs within NCUD must sometimes be deemed to have incurred significant costs for carrying out UR duties as well as reductions in flight hours resulting in salary reductions due to the UR function. Monthly compensation of DKK 960 is thus granted (see Annex A 1/27 "Supervisor supplement" (annual amount divided by 12, but not the hourly supplement). The amount was calculated in

June 2022, and the monthly supplement is in line with the changes to Annexe A Article 7 if a new rate is negotiated on site. The amount is in line with the annual tariff adjustment (see Annexe A Article 1 and the derogation protocol Item 12 "Appendix A to the Agreement", which is to be negotiated by NCR DK and NCUD).

The parties are in agreement that the position of UR should not result in inferior pay conditions, and by agreement with those concerned this will be compensated for.

1.9 The company will provide the members of NCUD's board of directors with computers loaded with the full Microsoft Office suite for app use.

#### 1.10 Working conditions

NCUD may elect two representatives from among the members to be their representatives in scheduling dealings with the company. Prior to a schedule release, these representatives are consulted at a monthly pairing and rostering meeting before a release by the company.

1.10.1 Contact meetings involving NCR DK's management and NCUD's chair and deputy chair will be held every month. The contact meetings must be set and planned in such a way that the UR can hold meetings either before or after them. The contact meetings are scheduled together with an OFD (office day with per diem).

1.10.2 It is expected that both parties – both NCR DK and the UR from NCUD – will maintain good order and a positive working relationship.

#### 1.11 Requirements for URs

A UR is not to be given a written warning regarding the exercise of an honorary office without objective grounds. If a UR is guilty of a gross breach of their duties, NCR DK may request that NCUD take part in a negotiation as to whether the person in question should resign as UR. If the complaint is upheld, the employees will have the right to immediately select a new UR.

#### 1.12 Notice of termination or dismissal of UR.

Notice of termination or dismissal of a UR cannot take place without objective grounds and a material breach of the employment relationship (Danish law: there must be compelling reasons). In addition to seniority and other reasons that it is reasonable to be taken into account, one should add the special position the elected representatives have within NCR DK. Equivalent rules apply to health and safety representatives (see Article 10(2) of the Danish Working Environment Act).

In the event of a dispute about resignation, the dispute will be settled by professional arbitration.

## **Annexe F Hiring of workers**

### HIRING OF WORKERS ETC.

#### **General provisions**

The parties are in agreement that it is important to work towards the industry being attractive and serious, and towards hired workers having well-structured pay and working conditions. The parties are occupied with preventing "social dumping" and with ensuring that the challenges posed by an international market as well as free movement within the labour market and the services market are dealt with well and in line with Danish and international regulations.

#### **Hiring of workers**

As soon as possible, and before the company enters into an agreement to hire workers in line with the regulations of the Norwegian Working Environment Act, the scope and requirements must be discussed with the union representatives.

Hirings of a longer duration or hirings during a labour dispute cannot take place unless there is a prior agreement with NCUD.

Hiring of workers from temping agencies is only acceptable to meet temporary needs.

When hiring workers from temping agencies, regulations in line with the Norwegian Working Environment Act and the Act on Temporary Agency Workers apply.

When hiring in line with Norwegian regulations as per the Norwegian Working Environment Act, if the union representatives so request, the company must document the pay and working conditions applying to the temping agency when hired employees are to work within the scope of this agreement.

#### **Use of temporary workers**

Regulated as for hiring above.

#### **Other conditions**

In companies in which there are dismissals and layoffs, or where there is a risk of dismissals and layoffs, special reference is made in this context to the regulations on layoffs and dismissals in the Main Agreement and this agreement, and the procedure must be in line with the regulations of the Norwegian Working Environment Act.

## **Annexe H Instructors in flight-operations duties**

The annexe includes instructors when they are performing flight-operations duties.

1. Instructors may enter into an agreement with NCR DK in order to perform flight-operations duties in the cabin. This is normally 20%.
2. For flight duty the instructors work to a 4/3 duty/leisure key.
3. Allowance:
  - Uniform supplement: Under this K-agreement
  - SCCM supplement, SOB and per diems are provided during the flight component. For instruction in the cabin a variable supervisor supplement is provided
  - Use of Flytoget (Oslo Airport Express) to and from OSL is covered.
4. Instructors who previously held positions in the cabin are entitled to revert to the position they held before becoming instructors.
5. When searching for vacations during the flight-duty period, they must be applied for through TRTO.

## **Annexe J Regulations on resolving industrial disputes**

In the event of an industrial conflict, the regulations on dealing with industrial disputes (The Norm) of 27 October 2006 apply. Unless otherwise agreed, the arbitrator must always be appointed from among the Supreme Court judges appointed to the Industrial Tribunal.