

Agreement 208 / 212 / 233
Collective agreement
Expires 31 May 2022

COLLECTIVE AGREEMENT

between

THE CONFEDERATION OF NORWEGIAN ENTERPRISE (NHO)
and affiliated National Associations
and their members

and

**THE CONFEDERATION OF VOCATIONAL UNIONS/
NEGOTIA**
supported by

PARAT

and

THE NORWEGIAN UNION OF TRANSPORT WORKERS (YTF)

2020 – 2022

CONTENTS:

SECTION 1 – SCOPE

SECTION 2 – LOCAL SPECIAL AGREEMENTS

SECTION 3 – APPOINTMENT

- 3.1 Written confirmation upon appointment
- 3.2 Vacant and newly created positions
- 3.3 Use of part-time employees
- 3.4 Hire of contract personnel

SECTION 4 – EQUAL OPPORTUNITY

SECTION 5 – WORKING HOURS

- 5.1 Weekly working hours
- 5.2 Classification of and changes to working hours
- 5.3 Working hours during public holidays
- 5.4 Breaks
- 5.5 Shift work and irregular working hours
- 5.6 Standby duty outside the workplace
- 5.7 Mobile phones, laptops, tablets, etc.
- 5.8 Flexibility

SECTION 6 – PAY AND NEGOTIATION REGULATIONS

- 6.1 Pay policy
- 6.2 Before local pay negotiations begin
- 6.3 Annual local pay negotiations
- 6.4 After the local pay negotiations
- 6.5 Consideration by the organisations
- 6.6 The advisory board
- 6.7 Additional regulations in order to correct imbalances
- 6.8 Entitlement of the individual to discuss their pay or other terms and conditions
- 6.9 Local agreement regarding the pay system
- 6.10 Joint declaration regarding pay systems

SECTION 7 – OVERTIME WORK

- 7.1 Definition of overtime work
- 7.2 Payment for overtime work
- 7.3 Meal allowances
- 7.4 Free transport

SECTION 8 – SALARY CHANGES UPON CHANGE OF POSITION AND SPECIAL SUPPLEMENTS

- 8.1 Change of position
- 8.2 Temporary assignment in a higher position
- 8.3 Standby duty outside the workplace
- 8.4 Pay during courses and conferences

SECTION 9 – APPRENTICES

- 9.1 Discussions
- 9.2 Pay provisions for apprentices
- 9.3 Overtime
- 9.4 Examinations and educational materials
- 9.5 Trade examination resits

SECTION 10 – CALCULATING PAY FOR PART OF A MONTH

SECTION 11 – PAY DURING MILITARY SERVICE

- 11.1 Compensation

SECTION 12 – PAYMENT DURING SICKNESS AND CARE LEAVE

- 12.1 Payment during sickness
- 12.2 Payment during care leave

SECTION 13 – TRAVEL AND TRANSPORT REGULATIONS

- 13.1 Per diem and travel expenses
- 13.2 Compensation for travelling time outside of ordinary working hours
- 13.3 Other schemes

SECTION 14 – PERSONAL DATA SECURITY IN THE WORKPLACE

SECTION 15 – DEATH BENEFIT PAY

SECTION 16 – TRAINING, FURTHER EDUCATION AND CONTINUING EDUCATION

- 16.1 Skills development
- 16.2 Time off to attend evening courses
- 16.3 Overview of work experience, courses and training

SECTION 17 – SENIORS POLICY

SECTION 18 – HOLIDAY

- 18.1 Special note on extra holiday for employees over the age of 60

SECTION 19 – SENIORITY IN THE EVENT OF CUTBACKS

SECTION 20 – SPECIAL BENEFITS

SECTION 21 – SHORT PERIODS OF COMPASSIONATE LEAVE

SECTION 22 – SEVERANCE PAY AND EARLY RETIREMENT PENSION

SECTION 23 – ELECTION OF EMPLOYEES' REPRESENTATIVES TO BOARDS AND COMMITTEES

SECTION 24 – NON-UNIONISED COMPANIES – COLLECTIVE AGREEMENT REVIEWS

SECTION 25 – DURATION OF THE AGREEMENT

APPENDICES

1. Guidelines for organisational meetings
2. Collective agreement's advisory board
3. Agreement on Information and Development Fund
4. Skills development
5. Further education and continuing education
6. Employees in temporary employment agencies
7. Acquisition of seniority during initial military service
8. Early Retirement Pension Supplement Scheme (ERPSS)
9. Agreement concerning short periods of compassionate leave
10. Early negotiated pension (AFP)
11. Holidays, etc.
12. Equal opportunities
13. Reduction in working hours provisions, as of 1 January 1987
14. Special terms and conditions for call centre employees

Part I – Basic Agreement between NHO and YS**Part II – Collective Agreement****SECTION 1****SCOPE**

This agreement applies to office workers, technical employees, warehouse, reception and office staff, and foremen.

This agreement may be put into effect as a collective agreement in recruitment enterprises/employment agencies which have employees who are contracted out, and who perform work that falls under the scope of this agreement, cf. first paragraph. See Section 3.4 and Appendix 6.

Part-time employees' are understood to be employees who work for specified hours, but with reduced hours in relation to full time employees.

'Full and part-time employees' also include temporary workers and employees who are taken on for a specified period of time.

If the union wishes to put this agreement into effect in a company affiliated with the NHO, it must notify the NHO in writing, providing information about the categories of employees for whom it wishes the agreement to apply. The agreement comes into effect automatically provided that the NHO raises no objections within one month of receiving the notification.

Employees who to a large degree are understood to be representatives of the employer:

- such as those in a particularly responsible position
- senior managers within the company
- regular representatives of the employer in negotiations about pay and working conditions, and the settlement of the same

are not covered by the agreement.

If there is any disagreement as to whether an employee should be excluded from the agreement, the issue should be submitted to the organisations, who will attempt to resolve it.

SECTION 2

LOCAL SPECIAL AGREEMENTS

The parties agree that this agreement is a framework agreement, and that it is the parties' intention to supplement it with local agreements.

SECTION 3

APPOINTMENT

3.1 Written confirmation upon appointment

When an employee is appointed, he or she must receive:

- a written contract of employment describing the nature of the appointment, a job title, fixed working hours, monthly salary, and a probationary period, as appropriate.
- employment regulations
- company travel allowances

A written agreement must be reissued if there are any material changes to the employment contract.

Employees who were in permanent positions before this agreement came into effect are also entitled to receive appointment letters containing the information specified above.

Comments:

Refer to the provisions of the Norwegian Working Environment Act in cases of appointments for time-limited positions.

3.2 Vacant and newly created positions

As a general rule, vacant and newly-created positions must be advertised in a way that gives existing company employees an opportunity to apply.

Part-time employees who have worked at the company for the last six consecutive months should be given priority for such appointments wherever practicable, provided that other conditions are equal.

3.3 Use of part-time employees

In instances where an employee claims that his/her agreed percentage position and the actual percentage worked do not tally, the company and the employee must discuss the employee's requirements regarding an increase in the percentage, and in doing so refer to the company's manpower requirements.

Fixed, agreed working hours may only be changed with the agreement of the part-time employee, who, prior to this, must be given an opportunity to consult his/her shop steward.

3.4 Hire of contract personnel

- 3.4.1 As early as possible, and before the company enters into an agreement to hire in contract personnel in accordance with the rules set out in Sections 14-12 and 14-13 of the Working Environment Act, the scale and need must be discussed with the shop stewards, cf. Sections 9-3 to 9-6 of the Basic Agreement. This does not apply to the hire of temporary staff to replace specific individuals.

The company must provide all available information that is necessary to enable shop stewards to see that the hire of contract personnel is in accordance with statutory and collective agreements.

In situations where a company is laying off employees or may be about to do so, the rules concerning lay-offs and terminations specified in Chapter VIII of the Basic Agreement are particularly relevant in this context.

Temporary employees shall be called in to replace personnel who are absent, cf. Section 14-9 (1) b) of the Working Environment Act.

- 3.4.2 Where employees are hired from a recruitment or employment agency, Section 14-12 of the Working Environment Act applies.

Employees of recruitment or employment agencies must, for the duration of the contractual relationship, have the same pay conditions and employment conditions that apply within the hiring company, in accordance with Section 14-12a of the Working Environment Act (as proposed in Proposition no. 74L to the Storting).

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

If the employment or recruitment agency is not bound by the collective agreement between YS and an employer, or group of employers, appendices 3, 8, 10, 12 and 13 do not apply.

- 3.4.3 The hiring company is obliged to give the employment or recruitment agency the information needed to ensure that the condition for equal treatment pursuant to section

3.4.2 can be met, and to oblige the employment or recruitment agency to abide by this condition.

If requested to do so by the shop stewards, and in cases where contracted employees are to work within the scope of this agreement, the company must document the pay and employment conditions in force at the employment or recruitment agency in question.

- 3.4.4 Chapter 6 of the Basic Agreement also applies in relation to contracted employees, with the following exception: if the company contracting personnel out is bound by the Basic Agreement between the YS and the NHO, disputes concerning the contracted employee's pay and employment conditions are a matter between the parties within said company. Shop stewards and company representatives from the hiring company may, if requested, assist in the negotiations by providing information about prevailing agreements within the hiring company.

If the company contracting personnel out is not bound by the Basic Agreement between the YS and the NHO, shop stewards within the hiring company may raise the question of a possible breach of the equal treatment principle as set out in Section 3.4.2. This will allow the hiring company to look into the matter and if necessary to rectify the situation.

- 3.4.5 Contracted employees must be introduced to the shop steward(s) of the hiring company. When discussing contract hire at local level, the parties must also discuss resources needed for shop steward work, cf. Section 6-6 of the Basic Agreement.

Clauses 3.4.2, 3.4.3, 3.4.4 and 3.4.5 came into effect at the same time as the changes in the legislation, cf. Proposition no. 74L (2011–2012) to the Storting.

SECTION 4

EQUAL OPPORTUNITY

The parties agree that both centrally and locally, work to improve conditions should continue in order to ensure that women and men are given equal opportunities to take part in the various work tasks.

In its HR policy, the company must adhere to the equal opportunities perspective in recruitment and appointment processes, and in matters concerning pay, promotions, further education and continuing education to promote skills development.

The parties agree that pay should be equal for work of equal value (position, area of work and area of responsibility, and results achieved, etc.).

During the period of the agreement, and if requested by one of the parties, both parties within the company in question must discuss prevailing equal opportunity and equal pay conditions with the aim of assessing and developing existing measures and instruments.

SECTION 5

WORKING HOURS

5.1 Weekly working hours

Effective ordinary working hours must not exceed 37.5 hours per week. On Saturdays, working hours end at 14:00 hrs. See also Section 5.8.

If the company also sells goods, the warehouse, reception and office staff may work until the point of sale closes if this is necessary in order to maintain the connection between the warehouse and the point of sale.

The provisions above must not result in an increase in effective working hours, even if in practice, working hours were actually shorter than 37.5 hours per week before the matter has been taken up with the shop stewards. If the parties within the company do not agree, the issue may be submitted to the organisations.

5.2 Classification of and changes to working hours

The classification of working hours, including flexitime and stipulated breaks, is determined by local agreement between the company and the shop stewards. During the process of determining working hours, rational company operations must be used as a basis as far as possible.

5.3 Working hours during public holidays

5.3.1 Christmas Eve, New Year's Eve and Whit Saturday

On Christmas Eve and New Year's Eve, work must stop at 12:00 hrs. The same applies to Whit Saturday, provided that company reasons do not make it necessary to work later than this time.

The provision in the first paragraph does not apply to those employees who must be present in order to maintain the connection between the warehouse and production or point of sale.

5.3.2 Easter Saturday

Easter Saturday is a holiday. If it is not possible for the entire staff to take the day off, holiday entitlements must be distributed as fairly as possible among the staff from year to year.

Daytime employees who for operational reasons must work on Easter Saturday, must be given an alternative day off.

5.4 Breaks

5.4.1 Rest and food breaks

When daily working time is longer than five hours, employees must have a 30-minute rest and food break. If working hours are five hours or less, the break may be reduced to 15 minutes for employees whose effective weekly working hours are less than 37.5 hours. If working hours are three hours or less, there is no break entitlement.

Other arrangements may also be agreed in respect of food breaks.

5.4.2 Short breaks

Employees who operate particularly demanding office equipment such as computer terminals and switchboards (staffed by one person) must be given the opportunity to alternate this work with other office tasks, or be given short breaks agreed separately with the company's management.

5.5 Shift work and irregular working hours

Unless otherwise agreed, working hours for shift work/irregular working hours are to be set in accordance with the provisions of the Working Environment Act. See also Appendix 13 of the Collective Agreement.

If working hours for shift work/irregular working hours for employees are to be introduced or changed, remuneration for this must first be negotiated with the shop stewards.

The remuneration must be equivalent to that which the company offers other employees with the same working hours arrangement.

In companies which do not offer remuneration for shift work, any remuneration for irregular working hours must be negotiated locally.

5.6 Standby duty outside the workplace

If the company is planning to introduce or change standby duty arrangements, this must be discussed with union representatives, cf. Section 8.3 – Standby duty outside the workplace.

5.7 Mobile phones, laptops, tablets, etc.

The parties are agreed that the provision by the company to employees of devices such as mobile phones, laptops, tablets, etc. may influence on the relationship between

working hours and free time. It is important that employees can influence their use of this technology so that individual requirements for free time can be respected.

The parties are thus encouraged to discuss the conditions under which such devices are used. Such discussions may include the following topics:

- The employer's expectations
- Remuneration for mandatory work carried out outside normal working hours

5.8 Flexibility

- a) An individual company scheme that operates outside the provisions of this agreement in terms of working hours and remuneration for these may be introduced in the form of a trial arrangement, provided that the parties have agreed on this locally. Such schemes must be submitted to the central employer and trades unions organisations for approval.
- b) Average working hours may be calculated in accordance with the rules set out in Section 10-5 of the Working Environment Act. The parties to the Collective Agreement may assist with the establishment of such arrangements.
- c) Some individuals may have a need for non-standard working hours arrangements, holiday requests, etc. Such arrangements may be agreed upon with the individual employee or shop steward, for example in the form of calculated average working hours or a working hours account system. Agreements made with shop stewards take precedence over individual agreements.

SECTION 6

PAY AND NEGOTIATION REGULATIONS

6.1 Pay policy

The company's pay policy, combined with the provisions governing pay set out in the agreement, form the basis of a structured salary system within the company.

A deliberate pay policy acts to underpin the company's objectives and strategies by clarifying the factors which influence individual employee's salary level and salary development, and by providing a framework for how salaries should be determined. The pay policy must promote good values, attitudes, actions and results. A thoroughly prepared pay policy generates commitment among employees because it increases their opportunity to influence their salary by means such as skills development, increased levels of responsibility, flexibility or improved results. The company's pay policy shall be made transparent to all.

The company and shop stewards must make every effort to agree on the guidelines and assessment criteria to be used as a basis when setting pay. These must be made known.

6.1.1 Setting individual pay and pay differentiation

The company shall, once a year, make an assessment of the individual salaries of all union members, including employees who have been absent due to parental or adoption leave. Any adjustments must be made after an unbiased assessment of the requirements stipulated of the position and of how the employee has performed their job.

Salary differentiation among employees within the company shall be determined as fairly as possible based on an evaluation of their current position and job performance. It must be possible to justify the differentiation on the basis of the criteria for the position evaluation and performance assessment, and must not favour one gender.

The terms 'position evaluation' and 'performance assessment' are taken to mean the following:

Position evaluation:

An evaluation of the position's areas of work and responsibility, and the proficiency requirements that have been set. The evaluation must be made independently of the holder of the position.

Performance assessment (job performance evaluation):

An assessment of the way in which the individual employee has performed their work.

The proficiency represented by qualifications such as a relevant trade certificate must be reflected in the pay set for an individual.

A shop steward's work should be assessed positively in terms of pay and career development.

Individual pay may only be set after dialogue between the relevant manager and the employee.

At least once a year, as part of the follow-up procedure, all employees must be given feedback about the position evaluation, performance assessment and any areas where improvement is required. The manager must give the employee feedback on the assessment made, the reasons behind it, and any consequences in terms of pay. The employee must be given the opportunity to comment on the assessment.

6.2 Before local pay negotiations begin

Upon request, the shop steward must be furnished with:

- A list of individual salaries for employees of the company who are members of the union. It must also be possible to furnish the shop steward with such a list at other times.
- Average pay development from previous years for the various trade union and employee categories (commercial employees, technical employees, foremen, operators, etc.) within the company.
- Information about the financial limits for negotiations that have been completed for other employee groups within the company.
- Information about the position of the union's members in NHO's pay statistics. If the shop stewards disagree with the information provided by the company, they must be able to put forward these views.

The company's accounts and plans must be published and presented to the shop stewards. We refer here to Section 9-7 of the Basic Agreement. The parties shall jointly review the four criteria (ref. Section 6.3) with the aim of achieving a common understanding of the situation.

Comments:

Plans must incorporate the budget.

6.3 Annual local pay negotiations

Once a year, the company and shop stewards must hold genuine pay negotiations about the general levels of pay and pay development for the company's employees, based on the following;

- the company's finances
- productivity
- future prospects
- competitiveness

Pay levels must be adjusted according to factors relating to the company, the sector in general, and local conditions.

The term 'factors relating to the company' also embraces pay levels for other comparable groups within the company.

Both parties are required to arrive at the negotiations with the necessary authorisation.

Factors such as the following may be brought up at the negotiations:

- Terms and main features of the year's pay settlement.

- The pay level and pay development at the company.
- The scope of the financial framework for the year's salary increases for union members.
- The general trends of the settlement (e.g. the relationship between individual and general supplements) of the year's pay increases for union members.
- Factors relating to individuals whom the shop stewards feel have been placed in an incorrect pay category.

Any adjustments resulting from the negotiations must be brought into effect on a pre-determined date.

Minutes shall be taken of the negotiations, recording the views of the respective parties. These negotiations should generally take place before 15 September.

Pay changes as a result of factors described in Section 8.1 must not be included when calculating the average total adjustment in accordance with this paragraph. This also applies to pay increases as a result of extended working hours.

6.4 After the local pay negotiations

After local pay negotiations have been completed, and prior to individual employees being briefed about their own salary adjustments, the shop stewards shall be briefed and be given the opportunity to make their views known about union members' pay adjustments.

Information provided during the meeting shall not include the shop stewards' own pay. They will be informed about this by their immediate supervisors.

Informing individual employees is a responsibility of management. The shop stewards are obliged to keep the pay adjustments confidential until the members have been informed by their immediate supervisor.

6.5 Consideration by the organisations

If the shop stewards have significant objections to the manner in which the negotiations have been carried out, or to the average total adjustment/amount of, and relationship between, the individual and general supplements, the matter may be submitted to the union, which will make a decision on whether the disagreement should be considered at a new meeting between the central organisations.

As a rule, consideration by the organisations should be concluded by 20 October. As a rule, local pay disputes must be submitted to the national branches of the NHO no later than 1 October.

For the procedure on how meetings with the organisations are to be conducted, see Appendix 1.

6.6 The advisory board

If agreement is not reached between the company and the shop stewards following consideration by the organisations, the matter may be brought before the advisory board, which will submit a recommendation regarding resolution of the dispute in accordance with the rules provided in Appendix 2.

6.7 Additional regulations in order to correct imbalances

The company may make additional adjustments after the stipulated deadline, in order to rectify imbalances.

The shop stewards must be informed as soon as the adjustments have been implemented.

6.8 Entitlement of the individual to discuss their pay or other terms and conditions

If individual employees feel that their pay or other terms and conditions are so unreasonable that this constitutes grounds for reassessment, these individuals may bring the matter up themselves, or via their shop steward.

As part of this process, the employee or shop steward is also entitled to request that a job description be prepared, or if necessary updated.

A job description is normally written by the company's management with the help of the employee in question, or by a person employed in a similar position. The job description should consist of a general description of the position, and must contain sufficient information to enable an objective assessment of the position.

6.9 Local agreement regarding the pay system

The parties within a given company may sign a written contract agreeing to use a different pay system. The organisations may offer expert assistance. Before the agreement is implemented, both the union and NHO at national level must be notified.

The organisations recommend that when such systems are introduced, a joint committee made up of representatives from the parties to this agreement be appointed to study the case before the agreement is concluded.

6.10 Joint declaration regarding pay systems

The organisations emphasise that it is essential to work actively towards increasing productivity and profitability within the company. This is essential in terms of improving the company's competitiveness and increasing the likelihood of investments that would safeguard the company in the long term. The parties in the workplace should therefore work to ensure that in the future, local pay settlements are linked to demonstrable improvements in performance or results, based on the pay system developed by those involved within the company in question.

SECTION 7

OVERTIME WORK

7.1 Definition of overtime work

Overtime work is considered to be work that is required to be performed outside of the employee's specified ordinary working hours, in accordance with the agreed working hours category for full time employees.

Overtime work must be kept to the absolute minimum, and in particular, must not be excessively used by or imposed upon individual employees. Individual employees must also be exempted from overtime work in special circumstances, cf. Section 10-6 (10) of the Working Environment Act.

7.2 Payment for overtime work

The hourly rate for overtime work is the hourly rate + an overtime supplement specified as a percentage of the hourly rate.

The hourly rate for individual employees shall be calculated as follows:

$$\text{Hourly rate} = \frac{\text{monthly salary}}{\text{number of weekly hours} \times 4 \frac{1}{3}}$$

7.2.1 Overtime supplement

The overtime supplements are:

50%

For all overtime hours not eligible for 100%, as specified below.

100%

- On working days between 21:00 and 08:00 hrs, provided that this work was begun before 06:00 hrs.

- On Sundays and Public Holidays and on days immediately preceding Sundays and Public Holidays, after the end of ordinary working hours.
- After 12:00 on Saturdays, provided that the employee group in question normally works a five day working week during which Saturday is a day off.

The provision regarding a 100% overtime supplement for work after 21:00 does not apply to shift workers; however, cf. Section 5.5.

7.2.2 Other agreements regarding overtime pay or time off in lieu

The above provisions are not intended to prevent individual companies from entering into agreements to grant time off in lieu instead of payment for overtime work. Under these circumstances, time off in lieu must be taken on an hour-for-hour basis, and the overtime supplement must be paid in addition.

7.2.3 Overtime as an agreed fixed supplement to ordinary pay

Remuneration for overtime cannot be included in fixed ordinary pay.

However, individual employees may reach agreement with the company that overtime remuneration be paid as a quarterly or annual supplement to their ordinary pay, taking into account the average overtime worked and the rates applicable for overtime pay.

If the actual worked overtime, calculated over the year, should prove to exceed the basis on which the remuneration was set, the employee is entitled to an additional supplement for the excess time.

The above provisions do not apply to employees in management or specifically independent positions, who are not covered by Chapter 10 of the Working Environment Act, cf. Section 10-12 of the Working Environment Act.

7.2.4 Minimum remuneration for additional attendance

An employee is entitled to a minimum payment for two hours overtime if he or she is recalled to work at the end of the working day.

7.3 Meal allowances

An employee who has worked ordinary daytime hours and who on the same day is also obliged work overtime after the end of ordinary working hours, will be paid a meals allowance of NOK 90. This is conditional upon the overtime lasting more than two hours, and that the company does not supply food.

7.4 Free transport

For overtime work outside the hours during which public transport is operational, employees are entitled to free transport to and from the workplace.

SECTION 8

SALARY CHANGES UPON CHANGE OF POSITION AND SPECIAL SUPPLEMENTS

8.1 Change of position

If an employee changes his/her position, or if significant permanent changes are made to his/her duties or tasks, their pay must be reassessed on the basis of the content of the new or changed position.

The change of position must be discussed with the employee affected, ensuring that he/she is notified of any changes in terms and conditions before taking up the position. The new pay arrangement must be put into effect at the time the change of position becomes effective.

8.2 Temporary assignment in a higher position

If an employee takes on a temporary assignment in a more qualified role with more responsibilities, and the duration of this assignment is greater than three continuous weeks (not holiday cover), a supplement will be paid which is determined on the basis of the pay for the position that is subject of the temporary assignment. This remuneration is payable from the first day.

8.3 Standby duty outside the workplace

If an employee is obliged to be on standby or otherwise available and on call outside of ordinary working hours, an agreement must be drawn up regarding remuneration for these hours. The agreement may include a clause addressing taking time off in lieu.

The agreement should also include:

- A recalculation formula for hours worked, as required
- Compensation for being on standby/on call
- Compensation for work actually carried out

If the parties cannot agree on this, the matter may referred to the organisations.

8.4 Pay during courses and conferences

For courses and conferences which the employee is asked to attend by the employer, and which are held outside ordinary working hours, remuneration is payable for the effective course/conference hours at the ordinary hourly rate. Other arrangements are

also permissible, such as time off in lieu. If more suitable arrangements are found to work, these should be maintained.

SECTION 9

APPRENTICES

9.1 Discussions

The local parties must discuss whether there is a need to take on apprentices, and assess any subsidies, such as those for travel and relocation expenses, or other measures that could help to increase the mobility and availability of apprentices.

9.2 Pay provisions for apprentices

Apprentices must be paid the same as apprentices covered by other agreements within the enterprise.

In enterprises where there are no other applicable collective agreements, pay must be set as follows:

An apprentice's hourly earnings constitute a percentage of the ordinary pay for newly qualified tradespersons within the trade in question. This includes any bonuses that are part of the tradesperson's hourly earnings.

The principal occupational and professional training model involves two years education at Upper Secondary School level (VG 1 and VG 2), followed by two years' work experience of which 50% is spent in training and 50% in production-related activities.

| | | | | | | | | | |
|--------|----|----|----|--|----|----|----|----|-----------|
| 1. | 2. | 3. | 4. | | 5. | 6. | 7. | 8. | six-month |
| School | | | | | 30 | 40 | 50 | 80 | per cent |

Apprentices in trades that require three years' education at Upper Secondary School followed by one year of work experience training will be remunerated according to the following salary scale:

| | | |
|-----------|-----------|------------------|
| <u>7.</u> | <u>8.</u> | <u>six-month</u> |
| 50 | 80 | per cent |

Apprentices in trades that require three years' education at Upper Secondary School followed by 18 months of work experience training will be remunerated according to the following salary scale:

| | | | |
|-----------|-----------|-----------|------------------|
| <u>7.</u> | <u>8.</u> | <u>9.</u> | <u>six-month</u> |
| 40 | 50 | 80 | per cent |

9.3 Overtime

When apprentices work overtime, they must be paid the same rates as other unskilled workers who are working overtime.

9.4 Examinations and educational materials

The company will cover expenses for training materials for apprentices. The company must also pay ordinary pay for the time spent taking the examination.

For employees wishing to take a trade examination, in accordance with Section 3-5 of the Norwegian Education Act (experience-based candidates), the company must cover expenses related to training materials and taking the exam.

9.5 New trades certificate

In situations where an apprentice fails to pass his/her trades certificate examination at the first attempt, and where this cannot be attributed to the apprentice's own circumstances, the company is requested to make arrangements to extend the necessary work experience period to enable the apprentice to re-sit the examination. In the event of an extension, salary payments will be made according to the rates paid during the previous six months. Reference is made to the Norwegian Education Act (*opplæringslova*).

SECTION 10

CALCULATING PAY FOR PART OF A MONTH

Hourly rates are calculated as described in Section 7.2. The hourly rate is multiplied by the number of hours for which the employee is to be paid.

SECTION 11

PAY DURING MILITARY SERVICE

11.1 Compensation

Persons who have been employed for at least six months by the company, and who are called up for military service, are paid as follows:

- a) For the total first-time service; half pay for up to three months, with deductions for state remuneration received by the employee, excluding family

supplements.

- b) For subsequent periods of service; full pay for up to one month, with deductions for state remuneration received by the employee, also including family supplements.

The above provisions also apply to employees who are called up for ordinary compulsory service in the Home Guard, Civil Defence or Police Reserve Force.

11.1.1 Requirements

In order for an employee to be paid during military service, he or she must remain employed at the company for at least three months immediately after completing the military service.

If the employee resigns before the end of this period, the company may offset this sum against anything the person concerned may be owed by the company. Refer also to the statement that the employee may demand in order to receive payment in accordance with Section 11.

Note:

Completed mandatory national service in the Norwegian Armed Forces must be credited in seniority assessments of the pay received by the employee in his or her first post after completion of service.

SECTION 12

PAYMENT DURING SICKNESS AND CARE LEAVE

12.1 Payment during sickness

It is recommended that parties at local level review the basis for paying sickness benefits in advance in situations where this has not been done. Companies are not permitted to discriminate among their employees in relation to the advance payment of sickness benefits.

12.2 Payment during care leave

The company covers ordinary pay during periods of leave for employees who have been granted care leave in accordance with Section 12-3 of the Working Environment Act.

SECTION 13

TRAVEL AND TRANSPORT REGULATIONS

13.1 Per diem and travel expenses

When travelling on company-related business, the employee's subsistence allowance and travel expenses must be paid in accordance with the company's travel allowance scale, if this exists. If the company does not have a travel allowance scale, essential, documented fees must be refunded, up to the level specified in the Norwegian government travel allowance scale.

If the employee uses their own car for travel, remuneration for this must be agreed.

13.2 Compensation for travelling time outside ordinary working hours

Local negotiations must determine whether and to what degree remuneration is granted for travel outside working hours. The results of the negotiations must be recorded, and the provisions may be included in a separate agreement.

If there are no guidelines regarding this, remuneration for individual trips outside ordinary working hours may be agreed on an individual basis. Wherever possible, this should be agreed before the travel commences.

13.3 Other schemes

If the company operates with other satisfactory schemes, these should be retained.

SECTION 14

PERSONAL DATA SECURITY IN THE WORKPLACE

The development of digital technology may create challenges related to personal data security in the workplace. For this reason, it is important to ensure that companies have adequate expertise in the field of personal data security. Local parties shall jointly seek to implement appropriate measures to ensure that the introduction and use of technology, including the introduction and use of artificial intelligence, is in compliance with prevailing legislation and agreements.

SECTION 15

DEATH BENEFIT PAY

If an employee with at least three years' service in the company dies, the company must pay the spouse or cohabitee, children who are not provided for, or other persons for whom the deceased was a provider, an amount equivalent to full pay for two months.

If the company has a pension scheme, group life insurance or other similar social security schemes that are payable to the next of kin, payments from these schemes may be deducted. The same applies to payments in accordance with the Act relating to National Insurance.

Exceptions to Sections 11 and 15

Employees who, at the time of their appointment, or due to later changes to their terms and conditions of employment, reserve the right to leave without pay, are not covered by Sections 11 and 15 of the agreement during their period of leave.

SECTION 16

TRAINING, FURTHER EDUCATION AND CONTINUING EDUCATION

16.1 Skills development

The parties agree that it is essential for the company to have qualified employees at all times.

The parties emphasise the importance of training, further education and continuing education, and agree that this must be properly planned in order to ensure that employees are always qualified to perform relevant tasks. The company must therefore work to ensure that each employee's proficiency is up to date and wherever possible matches the company's requirements at any given time.

If approved training takes place within working hours, discussions shall be held to decide the practical and financial arrangements needed to facilitate this.

16.2 Time off to attend evening courses

Employees who attend courses relevant to their work during evening hours are entitled to a minimum of two hours' time off between the end of working hours and the start of the course, provided that the course starts at 16:00 or later.

If this course has an examination, time off without a deduction from pay must be given on the day of the examination. Time off for essential exam preparation may be agreed locally.

16.3 Overview of work experience, courses and training

Each employee is entitled to an overview of his or her work experience, courses and training relating to the employment relationship, and this must be provided upon request.

SECTION 17

SENIORS POLICY

The parties are agreed to work both centrally and locally to put in place a personnel policy which enables senior employees to continue to work up until the normal retirement age. A seniors policy should be integrated into the company's personnel policy. It is prerequisite that the parties at the company in question engage in discussions concerning the work situation as it applies to its senior employees.

SECTION 18

HOLIDAY

Holiday is to be granted in accordance with the Norwegian Annual Holidays Act, and the separate appendix to this agreement.

Holiday pay is calculated on the basis of 1 month = 26 working days.

18.1 Special note on extra holiday for employees over the age of 60

Employees' wishes regarding when they wish to take their extra holiday must be accommodated as far as possible.

However, the organisations agree that employees may not demand that said extra holiday be taken at times that would create significant difficulties for the company. In such instances, the company may require the employee to choose another time in which to take their extra holiday.

See also Appendix 11 regarding holiday determined by collective agreement.

SECTION 19

SENIORITY IN THE EVENT OF CUTBACKS

If company cutbacks entail a reduction in the number of personnel, and if all other conditions are equal, seniority in the company should be taken into account.

SECTION 20**SPECIAL BENEFITS**

The provisions of this agreement must not reduce any special benefits specified by verbal or written agreement.

SECTION 21**SHORT PERIODS OF COMPASSIONATE LEAVE**

Individual companies must agree on what short periods of compassionate leave they will grant. As a minimum requirement, these arrangements must accommodate the general rules applying to short periods of compassionate leave within the scope of NHO's agreements. See Appendix 9.

SECTION 22**THE EARLY RETIREMENT PENSION SUPPLEMENT SCHEME (ERPSS) AND
EARLY RETIREMENT PENSIONS (AFP)**

The provisions applying at any given time to the Early Retirement Pension Supplement Scheme (ERPSS/*Sliterordningen*) and early negotiated retirement pension (AFP) scheme also apply to this agreement. See Appendix 8 and Appendix 10.

SECTION 23

ELECTION OF EMPLOYEES' REPRESENTATIVES TO BOARDS AND COMMITTEES

The elections of representatives to boards, corporate committees and assemblies, departmental committees, working environment committees and other committees described in legislation, must be held secretly, and the minutes recorded in writing.

If the employees who are entitled to vote belong to several organisations, the shop stewards representing these employees must consider whether it is necessary to call a meeting, how the meeting should be structured, and how the election is to be held.

SECTION 24

NON-NHO MEMBER COMPANIES – COLLECTIVE AGREEMENT REVIEWS

For companies that are not members of the NHO, but which are bound by this agreement via a direct agreement with the confederation (known as an 'association agreement', 'hanging agreement' or 'declaration agreement'), and where the parties agree to abide by the 'agreement applicable at any given time', the following applies:

These companies are covered by collective agreement reviews between the parties to the agreement, without the 'declaration agreement' being terminated.

Because the union confederation and the non-NHO member companies agree to abide by the agreement applicable at any one time, there will be no separate negotiations and/or mediation between the trades union confederation and the non-NHO member companies, since the negotiation/mediation between the parties to the agreement also covers/applies to the trades union confederation and the non-NHO member companies.

If the trade union/YS terminates the agreement, the non-NHO member companies are notified of this in that they receive a copy of the termination. This notification is considered to be a prior termination of the collective agreement, and complies with the requirements of the Norwegian Labour Disputes Act regarding the initiation of a legal industrial dispute.

The trade union is entitled to call out its members in these companies by means of issuing notice of withdrawal from agreements and possible withdrawal of labour pursuant to the deadlines set out in Section 3-1, subsections 1, 2 and 4 of the Basic Agreement, while notice of withdrawal from agreements/withdrawal of labour is set out in the central settlement. Any industrial dispute in non-NHO member companies ceases at the same time as that linked to the main conflict.

Any new agreement concluded between the parties to the agreement also applies to the non-NHO member companies and requires no separate resolution.

These provisions are a necessary consequence of Section 3-1, subsection 3.

If the union confederation or the company wishes to conduct an independent collective agreement review, the 'declaration agreement' must be terminated according to the prevailing rules governing said termination.

SECTION 25

DURATION OF THE AGREEMENT

This agreement applies from 1 June 2020 up to and including 31 May 2022, and thereafter for one year at a time, unless terminated by one of the parties in writing, with at least two months' notice.

Appendices:

1. Guidelines for organisational meetings
2. Collective agreement's advisory board
3. Agreement on Information and Development Fund
4. Skills development
5. Further education and continuing education
6. Employees in temporary employment agencies
7. Acquisition of seniority during initial military service
8. Early Retirement Pension Supplement Scheme (ERPSS)
9. Agreement concerning short periods of compassionate leave
10. Early negotiated pension (AFP) scheme
11. Holidays, etc.
12. Equal opportunities
13. Reduction in working hours provisions, as of 1 January 1987
14. Special terms and conditions for call centre employees

Oslo, February 2021

THE CONFEDERATION OF NORWEGIAN ENTERPRISE (NHO)

THE CONFEDERATION OF VOCATIONAL UNIONS (YS)

NEGOTIA

supported by

PARAT

THE NORWEGIAN UNION OF TRANSPORT WORKERS (YTF)

Guidelines for organisational meetings

1. Aim

The aim of a meeting is to settle any pay disputes that have occurred, and to facilitate a good negotiating process going forward. This will require a mutual understanding of a company's situation, particularly in relation to the four criteria.

If this understanding is not possible, a meeting with the organisations must be able to ensure, as a minimum, that each party gains a proper insight into the other party's assessment of the basis for the annual pay scale.

When the company's own pay-setting process is under discussion, such a meeting must ensure that procedures related to the individual assessment are reviewed.

2. Participants

Local representatives:

- The company's management
- Shop stewards

Central parties:

- Participants from the national union
- Participants from the confederation

3. Conducting the meeting

a) Unless otherwise agreed by the parties, the meeting must be conducted as follows:

1. Joint meeting, with a review of the points mentioned below in 3c–3e.
2. Meeting between the local parties, in which the case is reconsidered, based on recommendations and advice from the central representatives.
3. Joint meeting, in which the meeting is summarised and concluded in a report.

b) The basis for the meeting is the local protocol, which should contain the parties' requirements and offers, and the rationales behind these.

c) Each of the local parties must explain the basis for their initial demands. They must also do this for the offers that they made at the start of the negotiations. Both parties must also be able to explain how they have evaluated the four criteria, and any other factors that they wish to invoke.

This is also an appropriate moment to mention any background material and other information that may have been submitted.

The parties must also be able to explain and justify any changes in the requirements and offers that have been made during the negotiations.

If any of the parties feels that real negotiations have not been held, the basis for this must be specified.

- d) The employer must explain the company's individual pay-setting process, including who is responsible for assessing the employees and when these assessments are made.
- e) On the basis of the above information from both parties, the central parties must provide justified arguments as to how the provisions of the collective agreement have been met. The central parties may also make proposals for how to resolve the local pay dispute. The central parties may also offer advice regarding changes in the processes that are used as a basis in pay negotiations and the individual pay-setting process.

Collective agreement's advisory board

Section 1 Objectives

An advisory board is to be set up, the purpose of which is to consider local pay disputes that it has not been possible to resolve through local negotiations or consideration by the organisation. The advisory board must provide the parties with a recommendation as to how the dispute should be resolved. Each of the parties may independently bring the case before the advisory board.

Section 2 Procedural rules

Requests to have a case considered by the advisory board generally have to be submitted to the national union/confederations by Consideration must generally be concluded by the end of the calendar year.

The local parties are obliged to be present at the consideration process. The case must be presented verbally by the local parties. Written preparatory material generally has to be submitted.

The local parties must be given the opportunity to obtain assistance from the confederation/national union. The advisory board may elect to bring in external experts or persons from the local parties if it feels that this would be beneficial.

The rules of this agreement, supplemented by rules from the Civil Procedure Act where relevant, must apply to the process.

Section 3 Topics for consideration by the advisory board.

Two main subjects should generally be considered by the advisory board:

1. Disputes regarding the total average pay adjustments, i.e. the financial framework of the settlement.
2. Disputes regarding the amount and the relationship between individual and general supplements.

The assessment criteria set out in the Collective Agreement form the basis for the advisory board's considerations, cf. Section 6.2.2. and the guidelines for the organisational meetings. See Appendix 1 to the agreement.

Section 4 The advisory board – participants

The advisory board is appointed for the duration of the period of the collective agreement, and must consist of one chairperson who is appointed for its full duration and two members. NHO and YS are each to appoint one member. The chairperson is to be appointed jointly by NHO and YS. If the parties cannot agree on the chairperson, this position must be appointed by the State Mediator.

Section 5 The advisory board's recommendations

The recommendations are advisory. The parties must review the recommendations provided and discuss possible consequences. If a recommendation is not complied with locally, this must be justified in writing to the advisory board.

Section 6 The advisory board's costs

The organisations involved in a dispute jointly cover the costs associated with the chair of the advisory board.

Appendix 3**Appendix to the agreement of 2020
NHO – YS/Negotia****Agreement
regarding an Information and Development Fund agreed between
the Confederation of Norwegian Enterprise (NHO)
and
Negotia
(Last amended in 2018)****SECTION 1****Purpose**

The purpose of the fund is to implement or support measures promoting information and training in Norwegian industry.

SECTION 2**Instruments**

Measures linked to information and education, including courses and schooling, shall be aimed at the following:

1. a modern training for shop stewards, with a particular focus on productivity and issues relating to the environment, financial issues and collaborative activities.
2. the training of company managers and employees in the same areas as mentioned in item 1.
3. the preparation, facilitation and development of training initiatives.
4. increasing wealth creation through various measures,
5. the promotion of good working relations within individual enterprises.

SECTION 3**Funding**

Funding will be achieved by means of a quarterly payment made by the employers of NOK 198 (a total of NOK 792 per year), for each employed union member covered by the collective agreement between the union and the NHO.

The NOK 198 includes NOK 42.25 (a total of NOK 169 per year) that is deducted from the member employee's salary. The payment scheme and pay deductions apply to full-time employees, and to part-time employees who work 50% or more of the average ordinary working hours stipulated by collective agreement.

SECTION 4**Collection of premiums**

Companies that are bound by an agreement with LO-affiliated unions pay their respective quarterly premiums for all information and development funds to the Severance Pay Scheme. If a company is not bound by an agreement with the LO, it will receive a monthly invoice for payment of the premium from the fund's Board.

SECTION 5**Administration**

The fund is administered by four members, two of which are appointed by each party. The position of Board Chair alternates between the union and the NHO.

SECTION 6**The fund's application and distribution**

Each year in advance, the fund's Board determines the amounts that are to be set aside for administration and auditing costs, as well as for joint objectives which the Board finds advisable to support. The fund's remaining monies are utilised (50% each year) by the union and the NHO, using the criteria set out in Section 2.

In accordance with a set of rules, set out elsewhere, all companies that pay into the fund must be permitted to participate in measures that are financed by the fund's assets.

SECTION 7**Accounts and the annual report**

The fund's accounting year is the calendar year. At the end of each accounting year, annual accounts are prepared and are audited by a state-authorized auditor.

SECTION 8**Winding-up**

If the fund is wound up, the remaining assets fall to NHO and the union, each organisation receiving the amount that it was entitled to utilise in accordance with Section 6 of the agreement. Any remaining assets shall be utilised in accordance with the provisions of Section 2.

Skills development

Skills development

Globalisation and restructuring demand a consolidation of skills development in Norwegian industry. Competitiveness demands high levels of professional skills and expertise among company employees. Only competitive enterprises can offer secure employment opportunities. Trades and occupational training are particularly important for the competitiveness of enterprises.

Companies' future prospects will be reliant on the maintenance and renewal of their employees' skills and expertise. For this reason, it will be of key significance for the companies, their employees, and society as a whole that enterprises offer high levels of professional skills and expertise.

In the light of the foregoing, the parties are agreed on the following:

Evaluation

The individual enterprise must be responsible for evaluating and analysing its skills requirements on the basis of its business concept and strategy. This will be achieved as far as possible by means of co-operation between the parties.

Training

Skills enhancing measures shall be planned and implemented in the light of needs-based assessments. For example, this can be achieved as a part of day-to-day operations, by means of internal and external courses, self-study and conferences. The enterprise and employee in question are jointly and individually responsible for skills development.

On the basis of their own needs, the enterprises shall contribute towards covering costs linked to the implementation of training initiatives in accordance with this clause.

Public sector initiatives

YS and the NHO will work to ensure that the public authorities contribute towards the consolidation of skills development by ensuring that all segments of the public sector schools and education system, including adult education provision, offer relevant training programmes organised in such a way that is attractive to Norwegian industry.

Further education and continuing education

Further development of the skills and expertise reform

Skills and expertise development needs

The parties are agreed that skills development within enterprises is a prioritised area of focus. For this reason it is essential to intensify the work being carried out to apply the provisions set out in Chapter XVIII of the Basic Agreement in a constructive manner.

The Basic Agreement states that an evaluation of skills needs and implementation of measures are carried out in collaboration between management and the employees. The parties emphasise the significance within each enterprise of establishing and developing a dialogue that promotes this collaboration.

It is very important that the dialogue can unite the enterprise's need to direct investment in skills development towards measures that are compatible with its needs and plans for future development, with each individual employees' need to exert influence over his or her own skills development.

Skills development committee

The parties emphasise the need for greater motivation for skills development. For this reason it is essential that the collaborative work set out in Chapter XVIII of the Basic Agreement can be organised systematically. As a part of the development of this collaboration, issues linked to skills development can be discussed and considered in the individual corporate committees (cf. Chapter XII of the Basic Agreement). Alternatively, the parties in the individual enterprises can agree to convene a separate skills development committee, consisting of two representatives from each of the parties.

Moreover, at local level, the parties may decide that one of their existing committees, such as the negotiating committee, can function as a skills development committee.

The committee shall seek to put in place a system that enables the enterprise's provision of educational opportunities to be distributed in such a way that as many employees as possible who are interested can take part.

Skills development planning

The parties are agreed that each individual enterprise should prepare and maintain a systematic skills development plan. The plan shall be based on an assessment of the skills needed for completing the projects that the enterprise is working with, and shall describe the measures necessary to promote skills development. The skills development plan should:

- be revised annually.
- promote measures that motivate skills development.

- contain specific plans for the implementation of skills development initiatives for individual employees.
- The skills development plan should ensure that employees receive opportunities to enhance their skills by means of technical or trades certificates obtained by means of so-called “experience-based trade certification” programmes, cf. Section 3-5 of the Norwegian Education Act (*opplæringslova*). In such cases the enterprise will cover the costs of the courses involved, educational materials, examination and certification fees.

Small and medium-sized enterprises

In order to ensure that work related to skills development shall be as compatible as possible with the needs of small and medium-sized enterprises, new models should be developed that promote collaboration among several enterprises (cf. the apprenticeship training offices and training circles set up for coordinating apprenticeship training).

Subsistence allowances during training leave

All employees have received an individual entitlement to training leave pursuant to Chapter VIII A of the Norwegian Working Environment Act (*arbeidsmiljøloven*), passed by Parliament in 1999. The entitlements to training leave guarantee equal treatment of all employers and employees.

The responsibility for meeting costs in connection with employee skills development depends on the objective of the measure in question:

- Costs linked to education initiatives designed to meet the specific needs of the enterprise shall be covered by the company in question (cf. Chapter XVIII of the Basic Agreement).
- Initiatives grounded in legislation related to training leave must be funded by other means, such as the Norwegian State Educational Loan Fund (NSELF – *Statens Lånekasse*).

In order to ensure that any future system is fully integrated, the parties presuppose that the principles set out in Chapter XVIII of the Basic Agreement should be granted general application.

If the latter group is divided into two, a distinction can be made between the following educational categories and funding responsibilities:

1. Education to acquire skills in a new trade/profession. This must be funded by agencies such as the NSELF.
2. Further and continuing education within an existing skills area, but outside the scope of the enterprise's current needs (cf. Chapter XVIII of the Basic Agreement). The responsibility for funding subsistence allowances during training leave is yet to be defined for this group.

The parties are agreed that the setting up of arrangements for subsistence allowances for the group described under item 2 via the existing collective settlement will impose one-sided burdens on enterprises bound by said agreement. For this reason, it must be prerequisite that any arrangement of this type is grounded in equal entitlements and obligations in relation to both the private and public sectors, and must apply to all employers and employees.

Thus it is the parties' shared view that preparation of the arrangement must be carried out as part of an interplay between employers, employees and the political authorities.

Further progress

The central organisations refer to the wages and salary settlement protocol prepared in 1999 by the National Arbitration Tribunal, and agreed between the YS and the NHO, and the basis for progress set out therein. Furthermore, reference is made to the correspondence between the National Arbitration Tribunal, the parties and the Prime Minister's office relating to subsistence allowance arrangements in connection with training leave linked to the wages and salary settlement arbitration talks that took place in 2000 between the LO and the NHO.

The central organisations will set up a collaboration arrangement necessary to follow this up.

Employees in temporary employment agencies

This provision regulates conditions in temporary staffing and employment agencies incorporated in Section 1 of this Section 1.

1. This agreement may be put into effect as a collective agreement in temporary staffing and employment agencies which have employees who are contracted out, and who perform work that falls within the scope of this agreement, cf. Section 1.
2. Employees shall have a written employment contract in accordance with the provisions of the Norwegian Working Environment Act (*arbeidsmiljøloven*).
3. All assignments will be accompanied by a written assignment-specific contract containing all relevant information about the nature, content and duration of the assignment.
4. Dismissal and notice to quit procedures shall be in accordance with the provisions set out in the Working Environment Act.
5. If an employee is offered employment in the enterprise that initially hired him/her, he or she is entitled to quit following expiry of his/her period of notice, unless the parties agree otherwise. During the period of notice, the employee is entitled to continue with his or her work at the enterprise that initially hired him/her, provided that the assignment remains uncompleted.
6. If an employee is hired out to an enterprise that is a party to this agreement, the employment and salary conditions of the enterprise that hired him/her will apply, cf. 3.4.2.
7. If an employee is hired out to an enterprise that is not a party to this agreement, the employment and salary conditions as agreed with the agency will apply, provided that said conditions are not in conflict with the non-discrimination provisions set out in the Working Environment Act.
8. The obligation to pay salaries is exercised in accordance with the terms of the employee's employment contract. In the event of lay-offs or termination of the employment contract, the provisions set out in the Working Environment and the Basic Agreement will apply.

ACQUISITION OF SENIORITY DURING INITIAL MILITARY SERVICE

For a variety of reasons, only one third of school-leavers complete their initial military (national) service. These people miss out on a year of work or have their progress to higher education delayed. Military national service provides those liable to serve with an experience which is of value in their later education/professional career. For this reason, it is important that those who have completed national service in the armed forces are not disadvantaged with respect to acquisition of seniority in their working lives.

On this basis the parties are agreed that:

Completed mandatory national service in the Norwegian Armed Forces must be credited in seniority assessments of the pay received by the employee in his or her first post after completion of service.

EARLY RETIREMENT PENSION SUPPLEMENT SCHEME
agreed between
the Norwegian Confederation of Trade Unions (LO) and the Confederation of
Vocational Unions (YS)

§ 1 Background and objective

As part of the 2018 collective agreement, the NHO, the Norwegian Confederation of Trade Unions (LO) and the Confederation of Vocational Unions (YS) agreed that the Severance Pay Scheme agreed between the NHO and the LO should be terminated and that the disposable capital in the Severance Pay Scheme transferred to a new Early Retirement Pension Supplement Scheme (ERPSS) established jointly by the LO and YS. The objective of the ERPSS is to provide additional benefits to employees who retire with a contractual early retirement pension (AFP) at the ages of 62, 63 or 64 without having any additional income from work. This appendix (the Early Retirement Pension Supplement Scheme appendix) replaces the text incorporated in the 2018 agreement.

§ 2 Establishment

The ERPSS is drawn up jointly by the LO and YS as a separate legal entity.

The ERPSS is thus solely responsible for its own legal obligations.

Establishment of the ERPSS enables the LO and YS to address their collective bargaining agreement obligations pursuant to Section 3.

Within the framework of this appendix, the LO and YS will reach agreement on the more detailed rights and obligations pertaining to individual employees as they apply to the ERPPS. Regulations governing early retirement pension supplements that apply at any given time are available on the ERPSS website at www.sliterordningen.no.

The ERPSS comes into effect on 1 January 2019.

The ERPSS may transfer its administration either in part or in full to the Joint Scheme for Early Retirement Pensions (AFP). Concurrently, new disbursements from, and premium obligations to, the Severance Pay Scheme are terminated. The Severance Pay Scheme will remain in existence until the obligations it has incurred up to and including 31 December 2018 are disbursed. The ERPSS shall notify the NHO of any amendments made to the regulations governing the scheme.

§ 3 Collective bargaining agreements incorporating the ERPSS appendix

The LO and YS must include the ERPSS appendix in all collective bargaining agreements entered into with the NHO involving the AFP scheme. The LO and YS must offer to incorporate the ERPSS appendix unaltered into all collective bargaining agreements involving the AFP scheme with the Federation of Norwegian Enterprise (*Virke*), the Labour Movement's Employer Association (AAF), the Cooperatives Employers' Organisation (SAMFO), the Employers' Association for Growth and Rehabilitation Companies (ASVL), the Glass and Façade Association of Norway (GF), the Norwegian Association of Heavy

Equipment Contractors (MEF), the Norwegian Hauliers Association (NLF), the Norwegian Shipowners' Association (NR) and the Norwegian Association for Church Employers (KA). With the consent of the ERPSS, the appendix may be incorporated unaltered into collective bargaining agreements agreed between organisations other than those set out in the first paragraph, once the agreements in question are entered in the AFP list. If the collective bargaining agreement in question included an AFP appendix on 31 December, consent must be granted.

In the private sector, the LO and YS confederations must incorporate the ERPSS appendix unaltered into all specific agreements that include an AFP scheme. This does not apply if another, similar early pension retirement supplement scheme is currently in force at the company in question. Companies that have agreed specifically to another early retirement pension supplement scheme cannot enter the ERPSS by specific agreement at a later date.

The exceptions related to coverage and association for the AFP scheme apply correspondingly to the ERPSS.

§ 4 Individual requirements

Early retirement pension supplements may be granted to employees born in 1957 or later, and are conditional on the employee;

- having been granted an early retirement pension from the Joint AFP Scheme,
- having been employed at the time of withdrawal from the AFP scheme at a company that is party to the ERPSS, and
- having an average income for the past three calendar years prior to receipt of payment that does not exceed 7.1 G (where G is the defined basic national insurance amount).

Following withdrawal of the early retirement pension supplement, a recipient is permitted to have a gross annual income of up to NOK 15,000. If this amount is exceeded, the ERPSS will be rescinded in its entirety, and no new early retirement pension supplement will be granted.

The ERPSS is entitled to adopt regulations concerning what is meant by the terms average income and gross annual income, and may also adjust the income limit of NOK 15,000.

The regulations governing an individual's rights under the ERPSS at any given time are available on the ERPSS website at www.sliterordningen.no.

§ 5 Benefits

For persons born in 1963 or later, the full benefits correspond to 0.25 G (where G is the defined basic national insurance amount) per year. The benefits are scaled as follows:

- For withdrawal on reaching 62, full benefits are received.
- For withdrawal on reaching 63, 2/3 of full benefits are received.
- For withdrawal on reaching 64, 1/3 of full benefits are received.

No ERPSS benefits are granted to persons retiring after the age of 65.

Persons born in 1957 receive 1/7 of the benefits set out in the first paragraph. Those who are born later receive a further 1/7 of the benefits for each yearly cohort up until the 1963 cohort.

Benefits cease upon death or on reaching 80 years of age.

The benefits are adjusted in the same way as current disbursements made by the national insurance and AFP schemes.

§ 6 Financing

The ERPSS is financed by funds transferred from the Severance Pay Scheme, premiums paid by companies and investment yields on the funds.

Companies are obliged to pay premiums from 1 January 2019 up to and including 31 December 2023. Premium rates will be the same as those that applied to the Severance Pay Scheme as of 31 December 2018. From 1 January 2019, premiums to the Severance Pay Scheme will no longer accrue.

Premiums are calculated on the basis of the number of employees at the company who are incorporated in the ERPSS. Monthly premium rates are as follows:

| Working hours per week | Monthly premium rates (13-67 years of age) |
|------------------------|---|
| 0-19 hours | NOK 12 |
| 20-29 hours | NOK 16 |
| More than 30 hours | NOK 20 |

The ERPSS is responsible for preparing more detailed rules governing the calculation and collection of premiums. The parties agree that we should seek to adjust quarterly premiums such that they are calculated on the basis of the number of employees at the end of each month in the preceding quarter.

Neither the companies nor the NHO bear any responsibility for the obligations pertaining to the ERPSS.

§ 7 Amendments and termination

If the AFP scheme is amended, and if such amendments have a bearing on an individual's right to receive an early retirement pension supplement, the ERPSS shall evaluate the need for any amendments, including a requirement for longer membership of the Norwegian National Insurance scheme.

The LO and YS shall conduct an ongoing assessment of the ERPSS and its financial sustainability. If it becomes necessary to address the financial robustness of the ERPSS, the LO and YS may agree jointly to undertake changes that may deviate from the provisions set out in this appendix concerning benefit entitlements and the size of benefits.

From the point in time that finances dictate that the scheme should not be subjected to further obligations, the LO and YS may decide that new early retirement pension supplements will no longer be granted. The ERPSS will be terminated following payment of its last early retirement pension supplement.

Funds that remain after all obligations have been met will be returned to the parties to the Severance Pay Scheme (the NHO and LO) and utilised for related purposes determined jointly by these parties. It is a precondition that the NHO and LO, in consultation with the YS, reach agreement on the use of such funds, taking into proportionate consideration the fact that other

collective bargaining arrangements have also contributed to the finances of both the Severance Pay Scheme and the ERPSS.

If the agreement between the LO and YS is terminated pursuant to § 2 (second paragraph), then the preceding paragraph applies correspondingly.

Oslo, 1 April 2019

Hans-Christian Gabrielsen
LO

Ole Erik Almlid
NHO

Vegard Einan
YS

**Appendix to the agreement of 2020
accompanying agreement no. 208**

**AGREEMENT Between the YS and NHO concerning SHORT PERIODS OF
COMPASSIONATE LEAVE
WITH SUPPLEMENTS AGREED AS PART OF THE ‘FRONTFAGET’
AGREEMENT
(applies to clauses 4, 5 and 10)**

In connection with the proposal put forward in 1972 by the Norwegian Arbitration Tribunal concerning non-discrimination between workers and employees in matters concerning short periods of compassionate leave, agreements regarding such periods of leave shall be reached within all enterprises.

As a minimum requirement, such agreements must include contingency for the following situations:

1. Leave in connection with deaths and attendance by employees at the funerals of their closest family members.

The term “close family member” is understood to mean a person who is closely related to the employee in question, such as a spouse/cohabitant, child, sibling, parent, parent-in-law, grandparent or grandchild. Leave in connection with funerals of employees will be granted to enable co-workers from the same department/division to be represented.
2. Leave to attend examinations, treatment and check-ups by doctors or dentists, as well as treatment by a physiotherapist or chiropractor in cases where the state covers the costs of such treatments. This applies to situations where it is not possible to arrange appointments outside working hours. In some situations, the employee will have to travel considerable distances. Such cases fall outside the scope of these provisions, which only apply to short periods of compassionate leave. In the aforementioned situation, the employee will usually have to take sick leave.
3. Leave to take the rest of the day off in situations where an employee has had to leave the workplace due to sickness.
4. Leave to accompany children on their first day at kindergarten or their first day at school.
5. Breast-feeding women are entitled to take the leave necessary to feed their children, comprising a minimum of two periods of 30 minutes per day. Alternatively, a woman may request that her working hours be reduced by up to 1 hour per day. Remuneration

for this leave will be limited to one hour per day, and the arrangement will cease when the child reaches one year of age.

6. Leave resulting from serious illness at home.

This is aimed to cover cases of serious illness at home, on the understanding that other forms of care are unavailable, or that it is essential that the employee remains at home. Also in this case, the provisions regulating short periods of leave apply so that the employee will be able to make other arrangements.

7. Leave for spouse/cohabitant in situations where it is necessary in connection with a home birth or admission to hospital.

8. Leave in connection with moving into a new home.

9. Leave in connection with donating blood in situations where it is difficult to do so outside working hours.

10. Leave for an employee to attend the confirmation of his/her child.

11. Leave for parents to attend interviews with staff at primary/lower secondary school in situations when this cannot be carried out outside working hours. Leave of this nature is given for a period of up to two hours.

12. Leave to attend a military conscription board examination.

The term 'cohabitant' is understood to mean a person who has shared the same home address as the employee for at least two years, and has been registered in the National Register as resident at the same address as the employee during the same time period.

The parties at the enterprise in question will arrive at a more detailed agreement concerning guidelines for how these arrangements shall be implemented in practice.

The term 'short periods of compassionate leave' as used in connection with the aforementioned rules is understood to mean essential periods of leave of no more than one day's duration, remunerated as part of the employee's ordinary salary.

Agreement concerning a new early negotiated pension scheme (AFP)

I Introduction

The early retirement pension scheme (AFP) was established in connection with the 1988 wage settlement. The aim was to provide employees of enterprises bound by the collective wage agreements an opportunity of early retirement (under certain conditions) before reaching the national insurance retirement age.

The Norwegian Parliament's decision regarding a new national insurance pension system from 2010 (postponed to 2011) presupposed that other parts of the pension system would be adapted to the new national insurance system.

On this basis, the parties to the 2008 collective agreement, agreed that the existing AFP scheme should be replaced by a new scheme adapted to the rules governing the new national insurance retirement system.

The parties have accepted the Government's view that the AFP scheme should continue in the form of a neutral, lifelong addition to the national insurance retirement pension. Initially the pension can be taken out from the age of 62 according to the retiree's wishes. The monthly payments will be reduced if the pension is taken out early and will increase the later it is taken out. The new AFP scheme can be combined with earned income without the AFP pension being reduced. Under this arrangement, the AFP scheme, combined with the new national insurance retirement system, will contribute towards achieving the principal aims of the pension reform.

The State will make periodic contributions to the AFP scheme for employees/retirees corresponding to one-half of the employer's contributions, excluding outlay for the compensation allowance that is fully financed by the State.

II Statutes

This agreement does not regulate all details of the conditions, rights and duties connected with the AFP scheme. These are determined by means of a set of statutes, adopted by the Joint Scheme for Collective Agreement Pensions (AFP) and approved by the Norwegian Ministry of Labour pursuant to the Act of 2010 relating to the AFP contribution scheme (*AFP-tilskottsloven*).

These statutes contain detailed rules for both the pre-existing and the new AFP scheme. Involved enterprises must at all times keep themselves updated regarding their obligations under the scheme. The statutes also contain special rules regarding the possibility that certain employees may not be entitled to an AFP pension.

The prevailing statutes can be found at www.nyafp.no.

III The original AFP scheme

The original AFP pension is paid to employees who have filed an application for such a pension before 31 December 2010 and who met the conditions as they applied on the date of implementation. The last implementation date for the original AFP pension is 1 December 2010. The original AFP will run until the month in which the retiree turns 67.

Those who have started to take out the original AFP pension (wholly or in part), may not later apply for a new AFP pension.

IV The new AFP scheme

The new AFP pension will be paid to employees born in 1944 or later who have been granted an AFP pension from an implementation date of 1 January 2011 or later. The system is established as a joint scheme in the private sector.

Before reaching the age of 70, a new AFP pension must be taken out with the national insurance retirement pension.

V. Conditions for entitlement to the new AFP pension (key points, see also the statutes)

In order to be entitled to the new AFP pension, an employee must, at the time of taking out the pension and for the last three consecutive previous years, have been a genuine employee of an enterprise that belongs to the scheme.

In addition, the employee must, on the implementation date, have a pension-earning income which, calculated as annual income, exceeds the current basic national insurance amount (G) for the preceding income year.

Furthermore, an employee born in 1955 or later must, for at least 7 of the last 9 years before turning 62 (the seniority period), have belonged to the scheme while in employment with one or more enterprises that were members of the Joint Scheme during the same seniority period. For employees born in the period 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the period 1952 to 1954, both of these figures shall be increased by one year for each year they were born after 1951. The employment during the seniority period must have been the employee's main source of income, and must have provided the employee with an income that is higher than the employee's other sources.

We refer also to the statutes (www.afp.no) concerning special rules relating to part-time employment, sick leave, lay-offs, leave of absence, employer bankruptcy, other income, other pensions paid from other places of employment, redundancy pay, ownership interests in the enterprise, ownership interests in other enterprises, etc.

Employees who have a lower retirement age/age limit than 62, cannot belong to the scheme.

VI. Level of pensions in the new AFP scheme

An AFP pension is calculated as 0.314% of annual pension-earning income paid up to and including the calendar year in which the employee turns 61 years of age and up to an upper limit of 7.1 G. Pension-earning income is determined in the same way as when calculating pension income in the national insurance retirement scheme.

An AFP pension will be paid out as a lifelong addition to the retirement pension.

It is so designed that it increases when taken out later, but will not increase further if taken out after the age of 70. In calculating an AFP pension, the same life expectancy adjustments will be made as for national insurance retirement pensions.

Earned income may be combined with an AFP pension and national insurance pension without either of them being reduced.

An AFP pension will be regulated in the same way as an income-related pension in the new national insurance retirement scheme, both during earning and payment.

VII. The new AFP scheme will be financed as follows:

The costs of the AFP scheme will be financed by the enterprises, or parts of the enterprises, that are or were members of the Joint Scheme. In addition, the State will make a contribution linked to the pension qualifications of individual retirees.

The State will contribute to the financing of the AFP scheme. The rules as set out on the Act no. 110 of 23 December 1988 will apply until 31 December 2010, while the rules of the AFP Contributions Act will apply from 1 January 2011.

A compensatory supplement to new the AFP will be paid entirely by the State.

The enterprises will pay a premium to the Joint Scheme to cover that part of the costs not covered by the State's contribution. Additional rules governing payment of premiums are set out in the statutes of the Joint Scheme for early-retirement pensions (AFP), and in resolutions adopted by the Board of the Joint Scheme.

In the period from 2011 up to and including 2015, some people will still be receiving the original AFP pension. During that period, enterprises that belonged to the original AFP scheme will have to pay a premium to that scheme, as well as a contribution for their employees who have taken out an original AFP pension. The premium and contributions will be determined by the Board of the Joint Scheme.

As part of the new AFP scheme, the enterprises must pay a premium for their employees and others who have received pay and other remuneration reported under code 111-A in the Tax Directorate's tax code summary. The premium rates will be determined by the Board of the Joint Scheme. The premium shall be a percentage of the total payments made by the

enterprise according to tax reports returned by the enterprise under code 111-A. The enterprise shall pay a premium only for that part of the payment to individual employees in the preceding income year for amounts between 1 and 7.1 times value of G.

Premiums shall be paid for the years up to and including the year in which the member of the scheme turns 61 years of age. Premiums shall be paid on a quarterly basis.

VIII.

In addition to those enterprises that are members of the NHO and for which the wage agreement is binding, this present agreement applies also to enterprises that are not members of the NHO, but which have wage agreements with federations that are affiliated to the LO or YS.

HOLIDAYS, etc.**Introduction**

One of the parties' principal tasks is to improve the competitiveness of the enterprises. When introducing more leisure time, it is thus a key prerequisite that the enterprises be allowed the opportunity to compensate for resultant competitive disadvantages by means of greater flexibility. Employees for their part will have different needs for differentiated working hours systems, depending on their different phases in life, work and home situations, etc. Greater flexibility, combined with a fifth holiday week, should contribute towards less sickness absence and greater productivity.

A. Flexibility

The following provisions shall be inserted in all agreements:

- b) "An individual company's working hours and remuneration scheme operating outside the provisions of this agreement may be introduced in the form of a trial arrangement, provided that the parties have agreed on this at local level. Such systems must be submitted to the union and the national association for approval."
- d) "Average working hours may be calculated in accordance with the rules set out in Section 10-5 of the Working Environment Act. The parties to the collective wage agreement may contribute towards the establishment of such agreements."
- e) "Individual needs for differentiated working hours' arrangements, leisure time, etc., may exist. Such arrangements may be agreed upon with the individual employee or shop steward, for example in the form of calculated average working hours or a working hours account system. Agreements made with the shop stewards will take precedence over individual agreements."

B. Collective Agreement Holiday Rules

1. The extended holiday of 5 working days (ref. Section 15 of the Norwegian Holidays Act) is advanced by introducing the remaining part as a collectively agreed arrangement included as an appendix to all collective agreements.

Extra holiday of 6 working days for employees over 60 years of age is retained (ref. Section 5, subsections 1 and 2 of the Holidays Act).

Employees may claim 5 working days off during each calendar year (ref. Section 5, subsection 4, of the Holidays Act). If this agreement-stipulated holiday is divided up, an employee may claim only as many days off as he/she would normally work in the course of a week.

If the authorities decide to implement the remaining part of the fifth holiday week, these days shall be deducted from the collectively agreed arrangement.

2. The remaining part of the fifth holiday week shall be phased in by taking two days in 2001 and the others in 2002.

Holiday pay shall be calculated pursuant to the provisions of Section 10 of the Holidays Act.

When the fifth holiday week is implemented, the ordinary percentage for holiday pay shall be 12% of the basis for holiday pay (ref. Section 10, subsections 2 and 3 of the Holidays Act).

The increase is implemented by altering the percentage for the holiday-earning years as follows:

2000 will be set at 11.1%
2001 will be set at 12.0%

If the authorities decide to increase the number of holiday days stipulated in the Holidays Act, it is the parties' intention that the above figures shall apply as holiday pay for the corresponding periods.

3. The employer determines the time at which the collectively agreed holiday shall be taken after discussing this with the shop steward or the individual employee. This shall be done at the same time as determining the individual employee's ordinary holiday.

The employee is entitled to be notified of the time of the collectively agreed portion of the holiday as early as possible, and not later than two months before the holiday is to be taken, unless special circumstances prevent this.

4. The employee is entitled to time off for holiday pursuant to this provision, regardless of whether he/she has earned holiday pay.

If the enterprise shuts down wholly or in part in connection with holidays, all employees affected by the shutdown may be required to take holiday for that same length of time regardless of their earned holiday pay.

5. An employee is entitled to claim that the total collectively agreed portion of the holiday be taken within the holiday year (ref. Section 7, subsection 2, of the Holidays Act), so that he/she has one full week's holiday. The central organisations urge the parties to determine the collectively agreed holiday so that productivity demands are met as effectively as possible, for example in connection with Ascension Day, Easter, Christmas and New Year holidays.
6. By written agreement between the enterprise and the individual employee, all or part of the collectively agreed part of the holiday may be transferred to the succeeding holiday year.

7. For shift workers, the collectively agreed holiday shall be adjusted at local level so that, after full implementation, it constitutes 4 worked shifts.

Notes:

1. In collective agreements where holiday as stipulated in Section 15 of the Holidays Act has already been introduced, the number of days shall not be increased following the introduction of the collectively agreed holiday. The initiation and practical implementation of the collectively agreed holiday for relevant areas shall be subject to further agreement between the parties.
2. For the offshore agreements (nos. 129, 125 and 123), the holiday results in a reduction of 7.5 hours per holiday day. The parties agree that the holiday shall be taken as part of the off-duty period during the holiday year.

ACTION PROGRAMME agreed between the LO and NHO

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EQUAL OPPORTUNITY**Introduction**

The Basic Agreement between YS and NHO (supplementary agreement II, framework agreement on gender equality in the workplace), stipulates that the parties shall take the initiative to implement measures and activities that promote equal opportunity. The agreement states, for example:

“It is recommended that joint gender equality work under the direction of the YS and NHO gives priority to recognising the links between working life, gender roles in the labour market, the promotion of the participation of women in decision-making processes, and the preparation of measures to address gender-based pay differences.”

The YS and NHO are agreed on a joint action programme that includes measures in several areas to follow up the objectives.

Action programme

The central organisations will undertake responsibility for action to bring about structural and cultural changes by means of active measures including the following activities/measures:

- **Local equal opportunity agreements and projects**
If local parties desire an equal opportunity agreement at enterprise level, or the implementation of specific equal opportunity resolutions, the central organisations can provide advisory services.
- **Working life – family policy**
The central organisations will seek to introduce a parental leave scheme that promotes equal opportunity.
- The central organisations will seek to introduce a family policy that balances family and working life considerations.
- **Equal pay**
Joint measures for the follow-up of individual elements in the Equal Pay Commission's report and any measures initiated as part of collective wage settlements.

Full-time/part-time

The parties will seek to obtain information about the parties' wishes and needs at local level, and increase awareness and attitudes concerning women's relationship to working life.

- Job transfers between the sectors

The central organisations will initiate a survey of and/or research on barriers related to career transfer from the public to the private sector and vice versa.

- Training and recruitment – the gendered study and career choice:

- Measures in relation to training offices and advisory services.
- Recruit more women to managerial positions – "Female Future"
- Make HF projects such as "*Jenter i bil og elektro* (Girls in the automotive and electrical sectors)" more visible, and challenge industries to gather experience and launch similar initiatives
- Motivate people to look into untraditional career paths

- Shared information

The parties will cooperate on the development of shared information for the promotion of genuine equality between women and men

The central organisations shall make an assessment of cooperation within the field of equal opportunity within two years from the implementation of this action programme. This assessment shall form the basis for further cooperation and new measures.

The parties refer to the Basic Agreement between the YS and NHO (supplementary agreement II – framework agreement on gender equality in the workplace), in addition to work on equal opportunity available of the YS and NHO websites; www.ys.no and www.nho.no

REDUCTION IN WORKING HOURS AS FROM 1 JANUARY 1987

A. From 1 January 1987, working hours shall be reduced as follows:

1. To 37.5 hours a week:

Daytime working hours.

2. To 36.5 hours a week:

Ordinary two-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.

3. To 35.5 hours a week:

- a. Work that is performed "mainly" at night.
- b. Work on continuous shifts round the clock and work on "comparable" rotas.
- c. Two-shift and "comparable" work on rotas "regularly" worked on Sundays and/or public holidays.
- d. Systems of working hours that result in individual employees having to work at least every third Sunday and/or on movable public holidays.

4. To 33.6 hours a week:

- a. Work on wholly continuous shifts and "comparable" rotas.
- b. Work below ground in mines.
- c. Work on tunnelling and the excavation of caverns in underground rock.

5. For persons who have extended working hours owing to standby or passive duties in accordance with §10-4 (2) and (3) of the Norwegian Working Environment Act (*arbeidsmiljøloven*), the extension shall be based on the number of hours stated in the agreement.

B. Compensation for reduction of working hours

- a. Weekly, monthly and annual pay shall remain unchanged. If in addition an employee receives a production or other bonus or similar, which is calculated on the basis of the time worked, the alterable part shall be adjusted according to item (d) below.
- b. Hourly pay (minimum pay rates, normal pay rates, individual pay rates and compensation for loss of piecework) shall be increased by 6.67% for employees whose working hours are reduced from 40 to 37.5 hours; by 6.85% for those whose working hours are reduced from 39 to 36.5 hours; by 7.04% for those whose working hours are reduced from 38 to 35.5 hours, and by 7.14% for those whose working hours are reduced from 36 to 33.6 hours.
- c. Other rates of pay specified in kroner and øre per hour shall be increased in a manner corresponding to item (b) when it is clear that, if the rates were not adjusted, the employee's weekly earnings would fall when shorter working hours are introduced.
- d. Piecework rates, fixed piecework rates and price lists, production bonus schemes, bonus systems and other pay systems with variable earnings, shall be adjusted so that hourly earnings are increased by the percentage applicable pursuant to item (b) above.

Until agreement is reached concerning adjustment of rates for piecework etc., the supplements shall be paid per hour worked. The parties may also agree that the supplements shall be kept separate from piecework rates etc., and be paid per hour worked.

- e. Standard piecework rates (basis for calculating piecework pay) shall be determined such that piecework earnings rise by the percentage according to the provisions in item (b) above. Until agreement is reached regarding the determination of standard piecework rates (basis for calculating piecework pay), the old standard rates shall apply for piecework and the supplements paid per hour worked.

When an enterprise, within the scope of an agreement by which the Collective Agreement provides standard piecework rates, has to apply higher figures than the standard piecework rates set out in the Basic Agreement, these figures shall be adjusted only to the extent necessary to bring them up to the standard piecework rates set out in the new agreement.

- f. Subject to agreement between the parties within the scope of individual agreements, it may be agreed that compensation pursuant to items (a - e) above shall be paid in the form of a supplement (in øre) instead of as a percentage.

C. General remarks concerning implementation

1. When implementing shorter working hours pursuant to section (A) above, it is of crucial importance that each enterprise exercises a high level of flexibility with regard to when work is performed, that it maintains appropriate working hours and achieves efficient and effective utilisation of these hours.
2. Before shorter working hours are implemented, negotiations regarding practical considerations shall be conducted at the individual enterprises.
3. All collective agreements shall contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the shop stewards to work to this end. Breaks, washing times etc. shall be reviewed with the aim of making working hours as effective as possible. If, in the opinion of one of the parties, there is no longer any reason to continue the arrangements, the matter shall be handled in the normal manner in connection with collective agreements.
4. Under §10-12 (4) of the Working Environment Act, the parties to a collective agreement are, subject to certain conditions, allowed to reach agreement on a different arrangement of working hours than that described as "standard" pursuant to the Act. If in particular enterprises or industrial sectors there is a special need to maintain current working hours, the parties to the collective agreement may enter into an agreement on this point in accordance with the provisions of §10 of the Working Environment Act.
5. In connection with shorter working hours it may be desirable, for the purposes of the economic utilisation of production equipment, to adopt different ordinary working hours for different groups of employees, within the framework of the Act. Within the working hours' arrangement it may be desirable to have employees take their breaks at different times. It is a condition that any rules governing this are inserted in the individual collective agreements.
6. If the working hours' arrangement results in some work-free weekdays, employees who work on days when they should have had the day off, shall be paid a 50% overtime supplement. In cases where, under the collective agreement, a 100% overtime supplement is payable for overtime work on Sundays and public holidays and on the eve of such days, a 100% supplement shall be paid after 12:00 hours on Saturdays and after 16:00 hours on the other weekdays.
7. When there is good reason, the enterprise may be allowed to change days off. In cases where agreement on this does not exist for the industrial sector or enterprise in question, the following shall apply:

Instead of the stipulated day off, a corresponding day off may be granted in the course of the subsequent four weeks.

Notice of change of the day off shall be given no later than the end of working hours two days prior to the day off. At the same time, the enterprise shall inform the employee of the new day that may be taken off.

When conditions for changing the day off are met, an employee shall not receive additional pay for time worked during ordinary working hours before 12:00 hours on Saturdays or before 16:00 hours on other weekdays.

8. At enterprises where the provisions in §10-4 (4) of the Working Environment Act concerning standby at home are applicable, shorter weekly working hours alone shall not confer a right to greater compensation in the form of days off than was the practice under the system with an average of 40 working hours per week.
9. When an enterprise wishes to continue, introduce, or expand shift work within the framework of the Working Environment Act, and the collective agreement does not already provide authorisation for this, negotiations concerning shift work rules shall be commenced between the parties during the agreement period.

D. Daytime work

The central organisations recommend that working hours be divided among five days a week unless there is good reason for a different arrangement, and that the shorter working hours be effected by reducing daily working hours by 30 minutes.

Other systems may be introduced, such as:

1. shortening daily working hours by 25 minutes, in cases of a 6-day working week,
2. practising weekly working hours longer than 37.5 hours during some periods, and correspondingly shorter than 37.5 hours during other periods,
3. retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, and allowing corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

In cases where no rules are contained in the relevant collective agreement, the following shall apply:

If the enterprise and its employees, with assistance from the organisations, as appropriate, fail to agree, daily working hours shall be reduced by 30 minutes on five of the weekdays, or by 25 minutes each day in cases of a 6-day working week.

The enterprise shall discuss with the shop stewards whether working hours shall be reduced at the beginning or end of the day, or both. When choosing between these alternatives, importance should be attached to employees' wishes and the fact that working hours practices at the enterprise should as far as possible be the same for all groups. If, after consultation with the organisations, as appropriate, agreement is not reached, the manner of implementing reduced working hours shall be determined by the enterprise within the framework of the collective agreement.

The aforementioned provisions are not intended to prevent individual industrial sectors from making agreements on how reduced working hours shall be implemented. Nor may they be invoked during union-based negotiations in situations where collective agreements contain precise rules regarding allocation of working hours.

E. Change to a new shift plan

The parties have agreed that when changing to a new shift plan as a result of reduced working hours, the new plan will be implemented without making up for time off or working hours pursuant to the earlier shift plan.

F. Maintaining production, productivity and effective working time

It is a condition that the parties at individual enterprises endeavour to increase productivity. Whenever possible, the reduced working hours should not result in the need for a larger work force.

In connection with reduced working hours, the central organisations have agreed to effect a number of measures with the aim of improving the productivity of the enterprises. Reference is made to the organisations' study of working hours, dated 6 January 1986.

In the Basic Agreement, NHO and LO have formulated provisions that are intended to facilitate the best possible conditions for cooperation between the enterprise, shop stewards and employees. The central organisations wish to stress how important it is that the parties adhere to these provisions in practice.

In connection with reduced working hours, and with the aim of reducing financial concerns, the central organisations wish to point out that cooperation must take place at individual enterprises on measures to increase efficiency, reduce production costs and improve competitiveness.

The central organisations wish to refer to cooperation that has taken place in connection with previous reductions in working hours. Such cooperation has brought about positive results and has been of great importance in ensuring competitiveness and creating secure jobs.

In the case of the new reduction in working hours, the central organisations once again urge the parties to discuss how working hours shall be utilised. The parties should consider whether working hours are employed effectively in all respects, and implement measures necessary to achieve this. Moreover, the parties endeavour to consider the introduction of technological innovations that can improve production and help enhance the working environment. New efficiency-enhancing measures must comply with the requirements of a good working environment. Job satisfaction and safety are two key factors when considering the issue of effective utilisation of working hours.

G. Considerations regarding Section 10 of the Norwegian Working Environment Act (*arbeidsmiljøloven*)

1. §10.4

- a. The term "work on continuous shifts round the clock" is understood to mean work that is conducted 24 hours a day, but which ceases on Sundays and public holidays.

In ordinary weeks, work may take place from 22:00 hours on Sundays to 18:00 hours on Saturdays – an operating time of 140 hours.

- b. The term "comparable rotas" is understood to mean a system of working hours that results in the same, or almost the same, inconvenience for employees as continuous shifts round the clock, as will normally be the case when an employee works for more than five hours a night, even if the number of hours worked by an individual employee during the night may be somewhat less than if operations continued round the clock.
- c. In this provision, the expression "Sundays and public holidays" is understood to mean "Sundays and/or public holidays". This means that for work on two shifts and comparable work on rotas that is normally practised on movable holidays, but not necessarily on Sundays, ordinary working hours shall be no more than 35.5 hours a week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four hours into the 24-hour period that pursuant to the law shall be a day of rest, i.e. all four hours between 18:00 and 22:00 hours or after 22:00 hours. In the case of the latter, without any requirement regarding a minimum length of time.

- d. Movable public holidays shall be counted as Sundays for the purpose of interpreting the expression "every third Sunday". This means that an employee who does not work on Sundays as often as every third Sunday, may nevertheless have a 35.5-hour week if he or she also works on movable public holidays to the extent that this will amount to at least every third Sunday and public holiday.
- e. The term "work that is performed mainly at night" is understood to mean that employees will come under this provision if three-quarters of their working hours, but not less than 6 hours under the prevailing working hours system, occur during the night (within the period from 21:00 to 06:00 hours).

2. §10-4:

- a. The term "wholly continuous shifts" is understood to mean work that continues for 24 hours a day without normal cessation on Sundays and public holidays.

The extent to which work on rotas can be said to be comparable with wholly continuous shifts, depends on whether the ordinary working hours for individual employees, according to the adopted work plan, are allocated at different times

during the 24 hours, so that working hours for the employee in question include, as a general rule, at least 539 hours of night work per year, and at least 231 hours of Sunday work per year.

In this connection “night work” is understood to mean work carried out between the hours of 22:00 and 06:00 (night shift hours). A 24-hour Sunday runs formally from 22:00 hours on Saturday to 22:00 hours on Sunday (weekend shift hours).

If the working hours arrangement applies for a period shorter than one year, the number of hours required for night work and Sunday work must be adjusted accordingly.

Work for a period of less than four weeks is not counted as rota work for the purposes of this provision.

H. Transitional arrangements

The existing shift, rota and other working hours arrangements may be continued during a transitional period until 1 July 1987.

Moreover, the parties to the collective agreement may agree on a further postponement of the reduced working hours provisions for a given industrial sector or enterprise, but not for longer than until 1 October 1987.

During the weeks for which a transitional arrangement applies, the number of hours by which hours worked on average per week under the shift, rota or other system exceeds the new working hours' provisions, shall be counted as overtime. Until 1 July 1987, 50% overtime shall be paid for the hours whereby working hours according to the average worked per week under the shift, rota or other system, exceeds the new working hours' provisions.

If the individual parties to the collective agreement have agreed to extend the transitional period beyond 1 July 1987 until 1 October 1987, the additional pay during this period shall be 75%.

Compensation for reduced working hours shall be paid in addition to payments for the excess number of hours.

APPENDIX 14**SPECIAL TERMS AND CONDITIONS FOR CALL CENTRE EMPLOYEES****1. Scope**

The provisions of this appendix apply to call centres which for the most part carry out assignments on behalf of enterprises that are not affiliated to the same business or consolidated corporation (as defined in the Basic Agreement) as the call centre itself.

The term ‘call centre’ as referred to in this appendix is understood to mean a company that for the most part, via telephone or other electronic communication media, carries out one or several of the following activities: Customer service, user support, sales, marketing, customer help desks, surveys and fund-raising activities.

2. Minimum salary rates (monthly)

These rates are guaranteed minimum salary rates. The employer must first meet the minimum salary requirement, and in addition have a salary policy that meets the requirements set out in Section 6 of the Collective Agreement.

Minimum salary rates for employees without a trades certificate

| | |
|-----------------|------------|
| Under 18 | NOK 19 949 |
| Starting salary | NOK 26 281 |
| After 1 year | NOK 26 422 |
| After 2 years | NOK 26 767 |
| After 3 years | NOK 27 363 |
| After 4 years | NOK 28 318 |
| After 5 years | NOK 30 795 |

Minimum salary rates for employees with trades certificate

| | |
|-----------------|------------|
| Starting salary | NOK 27 605 |
| After 1 year | NOK 27 746 |
| After 2 years | NOK 28 092 |
| After 3 years | NOK 28 688 |
| After 4 years | NOK 29 642 |
| After 5 years | NOK 32 119 |

2.1 Regulation of the rates

2.1.1 Main settlement

The rates are negotiated as part of the revision of the Collective Agreement.

Local negotiations are carried out after the aforementioned negotiations have been completed.

2.1.2 Interim settlement

The rates are regulated as part of the interim settlement in accordance with the regulation provision governing supplements that is incorporated into the interim settlement protocol agreed between YS and the NHO for the General Industry Agreement/the Engineering Industry Agreement.

2.2 Seniority for placement – relevant experience

On appointment, seniority is awarded for relevant and documented work experience from equivalent positions during previous periods of employment.

On setting up the agreement, an individual employee's seniority is calculated as if the salary system applied on the date on which the person in question was employed at the company.

2.2.1 Seniority in connection with part-time employment

Part-time employees who work an average equivalent of 50% of a full working week will be granted full seniority.

Those who work for less than 50% of a full working hours will be granted the equivalent of six months' seniority over the course of a year.

3. Supplement for inconvenient working hours

Employees who work for more than 12 hours per week (averaged over a four week period – the computation period), and part-time workers who work for more than 12 hours during the week in question (computation period) are entitled to the following supplements in addition to their hourly pay accumulated during the computation period:

Monday to Friday

| | |
|---------------------|--------|
| After 18:00 | NOK 21 |
| From 21:00 to 06:00 | NOK 42 |

Saturday

| | |
|-------------|--------|
| After 13:00 | NOK 42 |
| After 16:00 | NOK 84 |

Sunday

| | |
|----------|--------|
| 24 hours | NOK 84 |
|----------|--------|

An inconvenience supplement will not be paid for hours for which overtime is paid.

4. Disputes regarding the scope of these provisions

Disputes concerning the extent to which an enterprise is bound by the provisions of this appendix can be brought by each of the parties before a tribunal. The tribunal will consist of three members: an independent chair appointed by the State Arbitrator's Office together with one representative from each of the parties to the collective agreement.