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Research and teaching  
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# **COLLECTIVE AGREEMENT**

between

Confederation of Norwegian Enterprise/Abelia

and

Norwegian Confederation of Trade Unions/Norwegian Civil Service Union

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## **PART I**

### **BASIC AGREEMENT**

The Basic Agreement between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO) is included as an integral part of this agreement.

## **PART II**

### **COLLECTIVE AGREEMENT**

#### **Section 1 Agreement's scope and application**

This collective agreement is concluded between NHO/Abelia and LO/the Norwegian Civil Service Union (NTL) and covers employees in research and/or educational institutions. In addition, the agreement also covers NTL members who are employed in public service enterprises.

The agreement may become binding on other members of NTL/Abelia by mutual agreement between NTL and Abelia.

This agreement may be applied as a collective agreement in staffing/temporary employment agencies (TEAs) whose employees are hired out and perform work within the scope of application for this agreement.

Those interested in concluding such an agreement must contact Abelia or NTL.

The enterprise's top management and any managers representing the enterprise in deciding general salary and employment terms, are exempt from the agreement.

If there is any doubt about whether a member of NTL is exempt, the matter may be referred to Abelia and NTL for adjudication.

#### **Section 2 Agreement's duration**

This agreement takes effect on 1 July 2020 and shall apply until 30 June 2022, after which it shall be automatically renewed for a period of 1 year at a time unless terminated in writing with no less than 2 months' notice.

### **Section 3 Special agreements**

The parties agree that this agreement is a framework agreement. The primary contracting parties presume that this agreement will be supplemented with special agreements at each individual enterprise.

The negotiation and termination of special agreements are subject to Section 4-2 (4) of the Basic Agreement.

### **Section 4 Appointments**

The main principle is that qualifications are the deciding factor when filling a vacancy.

For appointments in an enterprise where one gender is under-represented, applicants of the under-represented gender shall be preferred over applicants of the opposite gender, provided the applicants' qualifications are otherwise equal.

For all appointments, a contract of employment shall be issued in accordance with the provisions concerning appointments in Chapter 14 of the Norwegian Working Environment Act (WEA).

As a rule, a probationary period of six months shall apply to all new appointments. Shop stewards shall be informed of new appointments within their area of activity as soon as possible.

The parties agree to limit the use of temporary employment as much as possible.

The mutual period of notice during the probationary period is 1 month. Otherwise, a mutual period of notice of 3 months shall apply. See also Section 15-3 of the WEA.

For redundancies due to reorganization, downsizing or rationalization, reference is made to the Basic Agreement.

### **Section 5 Hiring in and outsourcing, etc.**

The parties agree that it is important to endeavour to make the industry an attractive and well-regulated place to work, and to make sure temporary agency workers and employees of subcontractors have proper pay and employment terms. It is a priority for the parties to prevent unreasonable employment terms/"social dumping", and to make sure that challenges associated with an international market and free movement of labour are appropriately addressed in accordance with Norwegian laws and agreements as well as international regulations.

When "social dumping" is suspected, shop stewards may request that the enterprise investigate whether subcontractors and temporary agency personnel have proper pay and

employment terms. In such cases, the enterprise must, insofar as this is possible, document pay and employment terms.

**1a.** Section 14-12 of the WEA shall apply to the engagement of all temporary agency workers.

**1b.** TEA employees shall, for the duration of their engagement, receive the same pay and employment terms as employees of the user enterprise, in accordance with Section 14-12 a of the WEA, (as recommended in Prop. 74L).

This provision means that pensions are not subject to the principle of equal treatment. If the TEA is not bound by an agreement between LO and an employer's association, Appendices 1, 2, and 3 shall not apply.

**1c.** The user enterprise must provide the TEA with the information necessary for compliance with the requirement of equal treatment, and must also ensure the TEA's commitment to compliance with this requirement, see 5.1.b above.

At the request of the shop stewards, the enterprise must present documentation of the pay and employment terms at the TEA, when temporary agency workers perform work within the scope of application for this agreement.

**1d.** Chapter 6 of the Basic Agreement shall also apply to temporary agency workers, albeit with the following exceptions: If the TEA is bound by the LO/NHO Basic Agreement, disputes concerning the agency worker's pay and employment terms are a matter between the parties in the TEA. Shop stewards and a representative of the user enterprise may, on request, assist in negotiations by providing information about the agreements to which the user enterprise is bound.

If the TEA is not bound by the LO/NHO Basic Agreement, shop stewards at the user enterprise may raise the issue of non-compliance with the equal treatment principle with the user enterprise, so that the user enterprise may clarify, and, if necessary, rectify the situation.

Temporary agency workers must be introduced to the shop steward of the user enterprise. When discussing the engagement of temporary agency workers, the local parties must also discuss resources for shop steward activities, see Section 6-6 of the Basic Agreement.

**Note:**

The points above are implemented at the exact time the amendments to the Act take effect, see Prop. 74L (2011–2012).

**2. Use of temporary replacements**

Temporary replacements, see Section 14-9 (2) (b) of the WEA, replace named individuals for the performance of a specific role or for a predetermined time period.

**3. Other matters**

Enterprises that need or are at risk of needing to implement redundancies or temporary lay-offs must take into consideration the provisions concerning lay-offs and the termination of employment in Chapter VIII of the Basic Agreement, Section 10-4 of the Basic Agreement, and Sections 14-2 and 15-7 of the WEA.

## **Section 6 Regulation of working time**

Ordinary, effective working hours must not exceed 37.5 hours per week.

In connection with the appointment of part-time personnel, working hours and salaries shall be agreed in writing. Regular working hours may be changed by agreement. The employee must be given the opportunity to consult with their shop steward.

Christmas Day and Boxing Day, New Year's Day, 1 May, 17 May, Maundy Thursday, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, and Whit Monday are public holidays.

Distribution of working hours throughout the year and day, and other regulations relating to working hours shall be agreed locally.

The standard rules concerning reduced working hours that apply to workers in general shall also apply to shift workers. When shift schedules/rotas are changed, the changes must be discussed with the shop stewards no less than 14 days before the changes take effect.

In enterprises offering flexitime working, the agreement must include provisions concerning core working hours.

## **Section 7 Overtime and additional working hours**

The WEA's chapter on working hours does not apply to employees whose role is managerial in nature or especially independent. Such employees do not have defined working hours.

For employees entitled to compensation for overtime, an overtime premium of 50 per cent shall be paid for mandated overtime work.

This premium is increased to 100 per cent for overtime work performed between 21:00 and 06:00, as well as for overtime work performed on Saturdays, Sundays and public holidays, as well as 1 and 17 May. Divisors used in the calculation of overtime compensation shall be agreed locally.

Part-time employees are entitled to compensation for overtime in accordance with the same principles as full-time employees. However, it is presumed that only the normal hourly rate will be paid for work performed within the scope of the flexitime arrangement applicable to full-time employees on weekdays.

If both the employer and the employee agree, accumulated overtime may be converted to compensatory time off for the equivalent number of hours. Overtime premiums must be paid.

## **Section 8 Sick pay**

Employees who are absent from work due to sickness are entitled to full pay for a period of up to 3 months, including the employer liability period. In enterprises where the parties have

agreed to up to 12 months of sick pay, this arrangement is maintained. The employee must have assumed their post and must have worked for no less than four weeks after their appointment before they qualify for this right. The Norwegian National Insurance Scheme's requirements concerning qualification time and benefit entitlement must be met.

When an employee has been at work for an uninterrupted period of no less than six months after returning from 12 months of sick leave, the employee is once more entitled to sick pay for a period of up to 3 months. An employee who, over the course of the previous two years, has been on paid sick leave for a total of 15 months, is not entitled to sick pay until they have once more worked for an uninterrupted period of at least 6 months.

An employee who, due to sickness, is unable to perform their regular work, but who is able to perform other, equivalent work, may be instructed to perform such work in the same workplace, while retaining their normal salary.

### **Section 9 Leave of absence in connection with pregnancy, birth, adoption and breastfeeding**

Paid leave of absence in connection with pregnancy and birth, adoption and breastfeeding, shall be negotiated locally.

The enterprise covers the ordinary salary of employees taking authorised leave of absence to care for a child pursuant to Section 12-3 of the WEA.

### **Section 10 Leave of absence in connection with a child's sickness and caring for family members**

Leave of absence in connection with a child's sickness is regulated by Section 12-9 of the WEA.

Employees caring for children under the age of 18 with life-threatening or other very serious illness or injury are entitled to a leave of absence pursuant to Section 9-11 of the Norwegian National Insurance Act.

Employees who qualify for care benefits under the Norwegian National Insurance Scheme, are also entitled to leave of absence from their employer.

### **Section 11 Compassionate leave**

In the event of compelling welfare reasons, compassionate leave may be granted for up to 2 weeks with full pay or 1 month (4 weeks) with ½ pay within a single calendar year.

Added to the record:

The primary contracting parties urge local parties to discuss how this arrangement may be applied in practice.

## **Section 12 Severance pay (*Sliterordningen*)**

The severance pay arrangement, as amended, agreed between LO and NHO shall apply, see Appendix 9 concerning *Sliterordningen*.

## **Section 13 Education and development fund**

The arrangement, as amended, agreed between LO and NHO shall apply, see Appendix 2 concerning the education and development fund.

## **Section 14 Holidays and holiday pay**

Holidays and holiday pay are granted in accordance with the provisions of the Norwegian Holiday Act and Appendix 3 on agreed holidays.

## **Section 15 Life phase policy**

Local parties are urged to discuss the implementation a life phase policy. The objective of measures in this context will be to ensure that the needs of both the enterprise and the individual employees are met.

A life phase policy contributes to:

- retaining and developing the employees' competence
- establishing the enterprise as an attractive workplace
- highlighting the value of each individual employee
- reducing absences due to sickness
- recognizing the value of having all age groups represented in the workplace at the same time
- recognizing different needs
- promoting an inclusive workplace

The life phase policy shall be an integral part of the enterprise's HR policy.

## **Section 16 Occupational pension schemes**

If the parties deem it necessary to discuss potential amendments to the enterprise's occupational pension scheme during the collective agreement period, a local working group shall be established. Sufficient time must be set aside for this work. Any and all changes shall be discussed by the parties, provided local agreements do not specify otherwise.

In this context, alternative schemes based on statutory pension regulations may be explored. Shop stewards shall be provided with detailed information about the enterprise's financial position and the costs of the current pension scheme. The employer shall provide calculations showing the financial impact on the enterprise and the employees.



Realistic expectations concerning salary developments shall be applied.

### **Section 17 Contractual early retirement pension (AFP)**

The scheme, as amended, agreed between LO/NHO shall apply. Please see Appendix 1 on the AFP scheme.

Note:

There is nothing to prevent enterprises with agreements in KLP or SPK from having AFP schemes linked to these pension funds.

### **Section 18 Insurance schemes**

Please see the relevant insurance schemes for each individual enterprise.

### **Section 19 Benefits during military service**

In connection with compulsory military service subsequent to the initial period of service (refresher training, Home Guard training, Norwegian Civil Defence training, etc.) employees are entitled to full pay for a total period of up to 1 month over a span of 12 months from the first call-up order. If the service is voluntary, the employee is not entitled to the payment of salary.

From the salary paid by the employer in connection with military service, deductions shall be made for any payment or similar compensation paid by the Armed Forces.

### **Section 20 Acting pay**

When an employee is temporarily assigned to a higher-paid role involving the performance of more qualified and responsible work for an uninterrupted period of more than 1 week (not holiday cover), the company shall pay the employee compensation based on the requirements for this role and the relative share of the responsibilities the employee is taking on. Such compensation shall be paid from day one.

### **Section 21 Apprentices**

The calculation of apprentices' salaries are, in principle, based on two years of education from upper secondary school, followed by two years of training as an apprentice in an enterprise. As a norm, the apprenticeship shall comprise 50 per cent training and 50 per cent value-creation.

The salary paid to apprentices shall be a percentage of the wages earned by a newly qualified worker with a trade certificate.

The salary is calculated as follows: 3rd year: 40 per cent  
4th year: 60 per cent

Within this framework, each individual enterprise may negotiate agreements using a different scale.

With a distribution other than 50/50 between training and value-creation, in accordance with an approved curriculum, the rates shall be calculated on the basis of the actual distribution.

## **Section 22 Professional development**

The parties agree that competence development through everyday tasks is a priority. Insofar as it is compatible with the enterprise's purpose and working plans, the enterprise shall enable employees to be assigned tasks that they find interesting and may allow them to use and develop their skills and knowledge.

Insofar as it is possible, employees shall also be given the opportunity to take full or partial unpaid leaves of absence to work in other enterprises, private industry, etc., to enhance their professional competence, whenever this is deemed beneficial for the enterprise.

Employees who, for example, have been granted scholarships or who take out loans for further education, should be granted leave of absence for a reasonable period of time. The enterprise should, furthermore, consider granting the employee some form of financial support if the course of study is particularly relevant for their current or future responsibilities within the enterprise. If so, an overall assessment of the individual's income and opportunities shall be performed.

Paid leave of absence is granted for examinations at upper secondary school, university college or university level.

Paid leave of absence is also granted for at-home/group examinations, even if the examination occurs during the employee's free time. The length of the leave of absence shall be equivalent to the length of a written examination in the subject in question. In cases where no written examination is given, or the person is not given the option to choose between a written examination and an at-home/group examination, leave of absence with pay for up to three days is granted for an at-home examination.

See also Chapter XVI of the Basic Agreement and relevant provisions on educational leave in Section 12-11 of the WEA.

## **Section 23 Travel and per diem allowances**

Travel and per diem allowances are paid in accordance with the State Travel Allowance scale, or in accordance with the enterprise's own travel allowance scale.

## **Section 24 Annual salary adjustments**

### **I. Local negotiations**

Local negotiations shall be conducted annually in accordance with the following:

The enterprise's accounts shall be prepared and presented.

Each year, the local parties shall negotiate the framework and profile for the enterprise's local settlement. The negotiations shall be free and fair. Before the negotiations, NTL's negotiators shall be provided with complete payroll data for its own members.

The negotiations shall be based on the individual enterprise's financial position, performance, future prospects and competitiveness.

Negotiations between the enterprise and NTL's local shop stewards shall take into account the local parties' salary systems, job evaluations and wage reviews, as established in the local special agreement.

The enterprise's general salary systems shall be transparent and well-known to all employees.

If funds are allocated for personal salary increases, the criteria for awarding such increases shall be negotiated between the parties as part of the local negotiations.

The partners emphasize the importance of making sure these criteria are known, and, to the greatest extent possible, accepted by the enterprise's shop stewards and the employees.

In connection with local negotiations, the enterprise must also review the salaries of employees currently on parental leave.

Minutes shall be kept for all meetings. Local negotiations shall be completed no later than 15 September.

In the event of local disputes concerning the negotiation process, its framework and/or the profile of the settlement, either of the parties may demand negotiations at the central organization level.

NTL and Abelia agree to actively and purposely work to promote equality and prevent discrimination, see the Norwegian Gender Equality Act. The parties plan to intensify their information activities and training for member enterprises in the 2020–2022 collective agreement period.

After the annual negotiations have been completed, NTL's shop stewards will be provided with a report on their members' compensation.

## **Section 25 Enterprises outside NHO - revisions of collective agreements**

For enterprises outside NHO that are bound by this agreement through a direct agreement with the union (so-called "joining agreements", "hanging agreements" or "declaration

agreements”), where the parties agree to join “the relevant agreement, as amended”, the following shall apply:

These enterprises are subject to revisions agreed between the parties to the collective agreement, without the “declaration agreement” being terminated.

As the union and enterprises outside NHO agree to join the collective agreement, as amended, there are no separate negotiations and/or mediation between the union and enterprise outside NHO, as any negotiation/mediation between the parties to the collective agreement will also include/apply to the relationship between the union and the enterprise outside NHO.

When LO/the union terminates the collective agreement, enterprises outside NHO are notified by receiving a copy of the termination notice. This notice serves as prior termination of the collective agreement and satisfies the requirements of the Labour Dispute Act for initiating a lawful industrial action.

The union has the right to instruct members in these enterprises to take industrial action, with notice of collective work stoppage and, potentially, the final extent of the work stoppage, in accordance with the provisions of Section 3-1 (1), (2) and (4), while also giving notice of collective work stoppage/final extent of work stoppage for the main settlement. Any industrial action in enterprises outside NHO shall cease at the same time as the industrial action in the main dispute ceases.

When a new agreement has been concluded between the parties to the collective agreement, this shall apply to enterprises outside NHO without any further resolution.

These provisions are a necessary consequence of Section 3-1 (3) of the Basic Agreement.

If either the union or the enterprise wishes to conduct an independent review of the collective agreement, the “declaration agreement” must be terminated in accordance with the relevant provisions.

## **Section 26 Disputes**

Efforts shall be made to resolve any disputes concerning the interpretation of this agreement by means of negotiation. If the parties cannot agree on a voluntary tribunal, the dispute may be brought before the Labour Court. The right to bring an action under this agreement is limited to NHO/Abelia and LO/NTL. A tribunal must include one representative from each party plus an unbiased third arbitrator. If the parties cannot agree on an arbitrator, one will be appointed by the National Mediator.

## **Section 27 Provisions governing adjustments in the agreement's second year**

Prior to the end of the first year of the agreement, negotiations shall be conducted between NHO and LO, or anybody authorized by LO, concerning any salary adjustments for the second year of the agreement. The parties agree that negotiations shall be based on the financial situation at the time of the negotiations and the forecast for the second year of the agreement, as well as price and salary adjustments in the first year of the agreement.

These adjustments to the the second year of the collective agreement are assessed by LO's Executive Committee, or anybody authorised by LO, and NHO's Executive Council.

If the parties, represented by LO's Executive Committee and NHO's Executive Council, cannot reach an agreement, the organization that has made claims may, no later than 14 days of the end of negotiations, terminate the relevant collective agreements at 14 days' notice (however, such notice may not expire before 1 April 2021).

Oslo, 3. January 2021

Federation of Norwegian Enterprise

Norwegian Confederation of Trade Unions

Abelia

Norwegian Civil Service Union

**EMPLOYEES OF TEMPORARY EMPLOYMENT AGENCIES**  
**Appendix to agreement of 2018**

The provisions of this appendix regulate conditions at staffing/temporary employment agencies (TEAs) that are bound by this agreement, see Section 1.

1. This agreement may be applied as a collective agreement in TEAs with employees who are hired out, and who perform work within the scope of application for this agreement, see Section 1.
2. Employees must be provided with a written contract of employment in accordance with the provisions of the Norwegian Working Environment Act (WEA).
3. A written assignment contract shall be issued for all assignments, including relevant information about the nature, content and duration of the assignment.
4. Termination and dismissal are subject to the provisions of the WEA.
5. If the TEA employee is offered permanent employment at the user enterprise, they may leave the TEA's employ at the end of their period of notice, unless the parties agree otherwise.  
During the period of notice, the employee shall have the right to remain in in post at the user enterprise if the assignment has not come to an end.
6. When hired out to an enterprise bound by this agreement, the pay and employment terms of the user enterprise shall apply, see Section 5.1.
7. When hired out to an enterprise not bound by this agreement, the pay and employment terms agreed in the TEA shall apply, provided these are not in conflict with the WEA's provisions regarding equal treatment.
8. The obligation to pay a salary applies in accordance with the employee's contract of employment. In the event of temporary lay-offs or termination of employment, the provisions of the WEA and Basic Agreement shall apply.