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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 for 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 2022 and shall apply until 30 June 2024, 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 (trade union representatives) 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 Illness pay

Employees who are absent from work due to illness 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 illness 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 illness leave for a total of 15 months, is not entitled to illness pay until they have once more worked for an uninterrupted period of at least 6 months.

An employee who, due to illness, 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 illness and caring for family members

Leave of absence in connection with a child's illness 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 at 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 is, in principle, based on two years of education from upper secondary school, followed by two years of training as an apprentice at 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 contribute to information activities and training for member enterprises in the 2022–2024 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 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

from the end of negotiations, terminate the relevant collective agreements at 14 days' notice (however, such notice may not expire before 1 April 2023).

Oslo, 23. March 2023

Federation of Norwegian Enterprise

Norwegian Confederation of Trade Unions

Abelia

Norwegian Civil Service Union

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.

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

Agreement on an education and development scheme
established by the Confederation of Norwegian Enterprise (NHO)
and the Norwegian Confederation of Trade Unions (LO)
(as last amended in 2011)

§ 1 Object

The object of the scheme is to implement or support measures to promote education and development in Norwegian working life.

§ 2 Ways

Education and development measures, including courses and schooling, shall in part be designed to:

1. provide modern training for shop stewards, with special emphasis on productivity, the environment, economics and cooperation issues,
2. provide training for management personnel and employees in the same fields as mentioned under item 1,
3. prepare, organise and develop training measures,
4. contribute through different measures towards increasing value generation, and
5. promote good cooperation within the individual enterprises.

§ 3 Financing

A simplified model for collecting funds has been established in which the number of employees who are to be included for the purpose of calculating premium is determined from information given by the enterprise to the National Insurance Employer/Employee Register, divided up as follows:

- Group 1: From 4 up to 20 hours weekly
- Group 2: From 20 up to 30 hours weekly
- Group 3: From 30 hours weekly or more

The enterprises pay premiums on a quarterly basis in arrears in accordance with the following monthly rates.

As of the third quarter of 2011, the following monthly premium rates apply for the Education and Development Fund:

- Group 1: NOK 17
- Group 2: NOK 27
- Group 3: NOK 46

connection with the spring bargaining.

Notes

The NHO representatives on the Board stated that it was assumed that the same agreement would be made with organisations outside LO with which collective wage agreements were made, corresponding to those with unions in LO. In that connection it will be necessary to discuss in more detail the practical implementation of both the collection of the fee and distribution of the funds.

These organisations are comprised under § 7 of the agreement between LO and NHO.

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:

- a) "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."
- 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 wage agreement may contribute towards the establishment of such agreements."
- c) "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.

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.

**REMUNERATION FOR
PUBLIC HOLIDAYS AND 1ST AND 17TH OF MAY**

A-ordningen

Last amended 2020

As compensation for loss of income, employees who are on weekly, daily, hourly or piecework rates and are not engaging in ordinary work on the days listed below, shall receive remuneration according to the following rules:

I. Remuneration.

1. Remuneration shall be paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day when these days fall on a weekday that, according to the standard working hour arrangement for the enterprise, would otherwise have been an ordinary working day.
2. Remuneration shall also be paid when public holidays and 1st and 17th of May fall within a period when the employee is on holiday leave or is laid off due to a close-down of operations.
3. With reference to Section 3 of the Act of 26 April 1947 relating to 1st and 17th of May, the organisations have agreed that the rates for 1st and 17th of May shall be coordinated with the rates for moveable public holidays.

Remuneration for movable public holidays and compensation for 1st and 17th of May shall, within the individual enterprise and for adult employees, be determined in accordance with a group-based calculation, provided the parties do not agree to fix it at a rate equivalent to the enterprise's average hourly rate for all employees. These provisions do not prevent the parties within the enterprise from agreeing on a different arrangement for compensation.

4. For movable public holidays during Christmas and New Year, the preceding third quarter shall be applied as the period for calculation, and for the other movable holidays, as well as for 1st and 17th of May, the preceding fourth quarter shall be applied.

If the collective agreement requires payment of general supplements for the period after the period of calculation, these shall be added when the remuneration is paid.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

II. Entitlement rules.

Employees shall be entitled to remuneration when they have been continuously employed by the same enterprise for at least 30 days preceding the public holiday, or have been employed later for work lasting at least 30 days. In the context of earning entitlement to remuneration, the three public holidays at Easter shall count as one unit and the two public holidays at Christmas plus New Year's Day shall count as one unit.

If an employee who has been employed at the enterprise for five or more consecutive years is terminated for a reason not attributable to them, and the period of notice expires on the last working day in the month of April or December, the employer shall pay the employee remuneration for 1 May or 1 January, respectively.

III. Payment

The remuneration shall be paid no later than on the second pay-day following the public holiday. For public holidays that are regarded as one unit, payment shall be made no later than on the second pay-day after Easter Monday and New Year's Day, respectively. If the employment ceases before that date, the remuneration shall be paid at the same time as the final settlement.

IV.

Remuneration is regarded as part of earned income and shall be included in the basis for calculating holiday pay. It shall not be included in the basis for calculating the overtime supplement.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

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.

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

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*)

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.

STATUTORY EXTRA HOLIDAY LEAVE FOR OLDER EMPLOYEES

It is a condition that an employee's wishes concerning when extra holiday leave is taken shall be accommodated insofar as possible.

However, the parties agree that older employees cannot demand to take extra holiday leave at a time that would create major difficulties for production or for a systematic approach to holiday leave for the labour force as a whole. In such cases, the enterprise shall have the right to demand that employees select a different time period for their extra holiday leave.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

PAY SENIORITY IN CONNECTION WITH INITIAL COMPULSORY MILITARY SERVICE

For various reasons, only a third of young people currently complete initial compulsory military service. Those who do, lose one year of gainful employment or have their studies delayed by one year. Those who complete initial compulsory military service gain valuable experience, from which they benefit in future studies/employment, and it is therefore important that those who do complete their compulsory military service in the Norwegian Armed Forces are not at a disadvantage in respect of pay seniority.

Therefore, on this basis, the parties agree that:

Initial compulsory military service in the Norwegian Armed Forces shall be recognized as pay seniority in the first position of employment following completion of the military service.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

LO AND NHO ACTIVITY PROGRAMME – PROMOTING EQUALITY AND PREVENTING DISCRIMINATION

INTRODUCTION

The Basic Agreement between LO and NHO, Supplementary Agreement II – Framework agreement to promote equality and prevent discrimination in working life establishes that the parties share a common goal of equal opportunities in working life and a commitment to working to promote equality and prevent discrimination in working life.

LO and NHO have agreed on a joint action programme with measures in several areas to follow up on these goals:

ACTIVITY PROGRAMME

The confederations will actively work to take responsibility for implementing changes, both structurally and culturally, through the following activities/measures:

A working life with equality and diversity – without discrimination

- The parties will actively promote equality and diversity in working life and work to prevent discrimination on the basis of gender, pregnancy, leave in connection with birth and adoption, care tasks, ethnicity, religion, life stance, functional impairment, sexual orientation, gender identity and expression, or any combination of these.
- The parties will work to ensure that shop stewards and employers are informed of statutory and contractual provisions relating to discrimination, harassment and sexual harassment.
- The parties will work to ensure that shop stewards and employers are informed of statutory and contractual provisions relating to adaptations for employees who are entitled to such.

Together against sexual harassment

- The confederations will work to ensure that measures to combat sexual harassment are included as part of the active, preventive efforts with the working environment and equality at the enterprises.
- The confederations will support local or industry-wide initiatives to prevent and stop sexual harassment.

Local agreements and projects relating to equality and anti-discrimination

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

EARLY RETIREMENT PENSION SUPPLEMENT SCHEME (SLITERORDNINGEN)

between

the Norwegian Confederation of Trade Unions and the Confederation of Vocational Unions

Section 1 Background and purpose

In the 2018 collective wage settlement, the Confederation of Norwegian Enterprise (NHO), the Norwegian Confederation of Trade Unions (LO) and the Confederation of Vocational Unions (YS) agreed that the Severance Pay Agreement (*Sluttvederlagsavtalen*) between NHO and LO would be discontinued and that the disposable capital from the Severance Pay Scheme (*Sluttvederlagsordningen*) would be transferred to a new Early Retirement Pension Supplement Scheme (*Sliterordningen*) established by LO and YS.

The purpose of the Early Retirement Pension Supplement Scheme shall be to pay an additional supplement to those who retire with a contractual pension in the private sector (AFP) at age 62, 63, or 64 without earning additional income on the side.

This document (the Early Retirement Pension Supplement Appendix -*Sliterbilaget*) replaces the document from the 2018 settlement.

Section 2 Establishment

The Early Retirement Pension Supplement Scheme is established between LO and YS as a separate legal entity. The Early Retirement Pension Supplement Scheme is only liable for its own obligations. In establishing the Early Retirement Pension Supplement Scheme, LO and YS will have fulfilled their collective bargaining agreement commitments pursuant to Section 3.

Within the framework of this appendix, LO and YS have agreed on the rights and obligations that apply to the individual employee under the Early Retirement Pension Supplement Scheme.

The rules that apply at any time for early retirement pension supplements (*sliter tillegg*) can be found on the Early Retirement Pension Supplement Scheme website, www.sliterordningen.no.

The Early Retirement Pension Supplement Scheme is established and effective as of 1 January 2019. The Early Retirement Pension Supplement Scheme may leave the administration of the scheme, entirely or in part, to Fellesordningen for avtalefestet pensjon.

From the same date, the Severance Pay Scheme will no longer grant new payouts and the obligation to pay contributions will cease. The Severance Pay Scheme will remain as a scheme until all obligations incurred up until 31 December 2018 have been paid.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

The Early Retirement Pension Supplement Scheme may adopt rules which define the terms "average income" and "gross annual income", and may also adjust the income cap of NOK 15,000.

The applicable rules concerning eligibility for an early retirement pension supplement, can be found on the Early Retirement Pension Supplement Scheme's website:
www.sliterordningen.no.

Section 5 Benefits

Full benefits are equal to 0.25 G (the National Insurance Basic Amount — *grunnbeløp i folketrygden*) per year for individuals born in 1963 or later. Benefits are graded as follows:

- Claims made at age 62 pay the full benefit.
- Claims made at age 63 pay 2/3 of the full benefit.
- Claims made at age 64 pay 1/3 of the full benefit.

If the person retires at age 65 or older, no benefit is paid.

Individuals born in 1957 are eligible for 1/7 of the benefits described in the first paragraph, and individuals born in subsequent years are eligible for an additional 1/7 of the benefits for each year, up to individuals born in 1963.

Benefits cease when the individual dies or turns 80 years of age.

The benefits are adjusted in the same manner as payments from national insurance and AFP.

Section 6 Funding

The Early Retirement Pension Supplement Scheme is funded by capital transferred to the scheme from the Severance Pay Scheme, premiums paid by participating enterprises, and returns on the funds.

Enterprises are liable for paying premiums from 1 January 2019 to 31 December 2023. The premiums shall be equivalent to the premiums paid to Severance Pay Scheme as at 31 December 2018. As of 1 January 2019, premiums will no longer accrue to the Severance Pay Scheme.

Premiums are calculated on the basis of the number of employees in the enterprise included in the Early Retirement Pension Supplement Scheme. Monthly premiums are as follows:

Working hours per week	Monthly premium (13–67 years)
0–19 hours	NOK 12
20–29 hours	NOK 16
30 or more	NOK 20

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

Permanently adapted work in ordinary enterprise (VTO)

Section 1 Scope of the appendix

This Appendix shall apply to any employee who is 100 % occupationally disabled and who is employed at the enterprise under the VTA (Permanently Adapted Work) measure in an ordinary enterprise (VTO) or through similar schemes.

Unless the Appendix specifies otherwise, the terms of the Agreement shall also apply to employees subject to this Appendix.

Section 2 The employee's tasks at the enterprise

The employee shall perform the tasks they are assigned by the enterprise.

Prior to employment, shop stewards shall be consulted on how to make sure the employee gets the follow-up and development required by the qualification plan.

Section 3 Employment, employment contract, termination/dismissal

The employee is employed by the enterprise in accordance with the Working Environment Act.

A written contract of employment must be entered into.

Dismissal / summary dismissal requires due cause and must comply with the provisions of the Working Environment Act (WEA).

Section 4 Pay provisions

This provision regulates the wage paid by the enterprise to its employees under this Appendix. National Insurance benefits are not included.

Minimum pay rates are specified in the VTA Appendix to the applicable AMB (sheltered workshop) agreement. For the 2020–2022 collective bargaining period, the minimum rate of pay is NOK 22.50 per hour.

Regardless of which agreement the enterprise is bound by, the above minimum rate shall apply, and management shall annually discuss a potential adjustment of the enterprise's rate(s) of pay for employees covered by the Appendix with shop stewards.

Section 5 Work outside of the regular workplace

If the employee performs work outside of their regular workplace, this may be compensated in accordance with local agreements.

§ 6 Working hour arrangements, work outside of the regular workplace

If the employee performs work outside of their regular workplace, the parties may agree that the employee's working hour arrangement shall follow that of the external enterprise.

§ 7 Sick pay, etc.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

EMPLOYEES OF TEMPORARY EMPLOYMENT AGENCIES

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.