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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 2024 and shall apply until 30 June 2026, 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. If local parties cannot reach an agreement on new agreements, they are advised to contact Abelia or NTL for aid.

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 3 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 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 workplace diversity, and at the same time recognizing different needs during different life phases.
- 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 May 2025).

Oslo, 8. April 2025

Federation of Norwegian Enterprise

Norwegian Confederation of Trade Unions

Abelia

Norwegian Civil Service Union

Agreement
on
a new contractual pension in the private sector (AFP)

I Introduction

The contractual pension in the private sector (AFP) was established in connection with the 1988 wage settlement. Its purpose was to provide employees of enterprises bound by the collective agreements with an opportunity of early retirement – on certain conditions – before reaching the national insurance retirement age.

The Storting's decision regarding a new national insurance pension scheme from 2010 (postponed to 2011), was based on the other parts of the pension system being adapted to the new reform.

Against this background, LO and NHO agreed, in the 2008 collective agreement negotiation, that the existing AFP scheme would be replaced by a new AFP scheme adapted to the rules of the new national insurance pension scheme.

The parties have accepted the Government's position that AFP should continue in the form of a neutral, lifelong supplement to the national insurance retirement pension. Retirees have the option of starting to draw on the pension from age 62, and monthly payments will be reduced in the event of an early claim and increased with a later claim. The new AFP scheme can be combined with earned income without the AFP pension being reduced. With this system, the AFP will, in combination with the new national insurance retirement pension, contribute towards achieving the principal aims of the pension reform.

The State will make regular contributions to the AFP scheme for employees/retirees that are equivalent to half of the employer's contributions, excluding compensation allowance costs, which are fully financed by the State.

II Statutes

This agreement does not regulate, in detail, all of the conditions, rights and duties associated with AFP. These are determined through the statutes for the scheme, which are adopted by the Board of Fellesordningen for avtalefestet pensjon (AFP) and approved by the Ministry of Labour pursuant to the Contractual Early Retirement Grants Act of 2010.

The statutes contain detailed regulations for both the original and the new AFP schemes. The enterprises concerned must remain up-to-date at all times regarding their obligations. The statutes also contain special rules that may result in certain employees not being entitled to AFP.

The statutes, as amended, can be found on www.afp.no.

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

III Original AFP scheme

The original AFP will be paid to employees who filed a pension claim before 31 December 2010, and who satisfy the conditions that apply on the date of implementation. The final implementation date for the original AFP is 1 December 2010. Original AFP payments will continue until the month in which the retiree turns 67 years of age.

Anyone who has started to draw on original AFP (full or partial), will not be able to later file an AFP claim under the new scheme.

IV New AFP scheme

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

Before age 70, the new AFP must be drawn in combination with the National Insurance retirement pension.

V. Conditions for entitlement to new AFP (main points, see statutes for details)

To be entitled to the new AFP, the employee must, at the time the pension is drawn, and for the last three consecutive previous years, be a genuine employee of an enterprise that is part of the scheme.

In addition, the employee must, on the implementation date, have a pensionable income that, when converted to an annual income, exceeds the current National Insurance basic amount (G), as well as having had an income exceeding the average basic amount in the preceding income year.

Furthermore, an employee born in 1955 or later must, for at least 7 of the last 9 years prior to turning 62 (the seniority period), have belonged to the scheme due to employment in one or more enterprises that were members of Fellesordningen during the seniority period in question. For employees born in the period from 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the period from 1952 to 1954, both of these figures shall be increased by one year for each year they were born after 1951. During the seniority period, the employment must have been the employee's main source of income and the employee must have had a pensionable income that is higher than the employee's other income.

See also the statutes (www.nyaafp.no) on special rules concerning FTE, sick leave, lay-offs, leave of absence, employer's bankruptcy, other income, other pension from employment, "ventelønn", ownership interests in the enterprise, ownership interests in other enterprises, etc.

Employees with a retirement age or age limit lower than 62 cannot belong to the scheme.

VI. Pension levels in the new AFP scheme

AFP is calculated as 0.314% of the annual pensionable income through to and including the calendar year when the employee turns 61 years of age, and with an upper limit of 7.1 G. Pensionable income

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

is calculated in the same way as when calculating earnings-related pension in the National Insurance retirement scheme.

AFP is paid as a lifelong supplement to the retirement pension.

AFP is designed to be neutral, so that payments increase when drawing later, but payments will not increase further if drawing begins after age 70. In calculating AFP, the same life expectancy adjustments will be made as for National Insurance retirement pensions.

Earned income may be combined with AFP and National Insurance pension, without either of them being reduced.

AFP will be regulated in the same way as earnings-related pension in the new National Insurance retirement pension, both during the earning period and during the drawing period.

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

The costs of AFP will be funded by the enterprises, or part of the enterprises, that are or have been members of Fellesordningen. In addition, the State will make a contribution for each individual retiree.

The State will contribute to AFP in the form of grants. The rules in Act no. 110 of 23 December 1988 will apply until 31 December 2010, and the rules in the Contractual Early Retirement Grants Act will apply from 1 January 2011.

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

The enterprises will pay a premium to Fellesordningen to cover that part of the cost that is not covered by the State's grant. Further provisions concerning premiums and their payment are laid down in the statutes for Fellesordningen for avtafestet pensjon and in resolutions adopted by the Board of Fellesordningen

In the period from 2011 up to and including 2015, some people will still be receiving the original AFP, and during this period, enterprises that belonged to the original AFP scheme will have to pay premiums to that scheme, as well as own contributions for employees who have filed claims for the original AFP. Premiums and own contributions are determined by the Board of Fellesordningen.

For the new AFP, enterprises shall pay a premium for the employees and others who have received pay and other remuneration reported under code 111-A in the Norwegian Tax Directorates' list of codes. Premium rates are determined by the Board of Fellesordningen. The premium shall be equivalent to a percentage of total disbursements by the enterprise, in accordance with the enterprise's reporting using Code 111-A. The premium payable by the enterprise shall be calculated based on the part of its disbursements to the individual in the preceding income year that is between 1 and 7.1 times the average National Insurance basic amount (G).

Premiums are paid up to and including the year the member turns 61 years of age. Premiums are paid quarterly.

VIII.

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

In addition to NHO members bound by collective agreements, this agreement shall also apply to enterprises that are not members of NHO, but that are bound by collective agreements with federations affiliated with LO or YS.

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

AGREEMENT

**relating to an Information and Development Fund (OU) established by
the Confederation of Norwegian Enterprise (NHO) and
the Norwegian Confederation of Trade Unions (LO)**

(Last amended 2024)

Clause1

Purpose

The purpose of the fund is to execute or support measures to promote information and education in Norwegian working life.

Clause 2

Means

The information and education measures, including courses and educational activities, are intended, among other things, to achieve:

1. modern training of shop stewards, with a particular emphasis on productivity, environment, economics and collaborative issues,
2. training of managers and employees within the same areas as mentioned in item 1,
3. preparation, facilitation and development of training measures,
4. use of various measures to contribute to increased value-creation
5. promotion of good collaboration within each enterprise.

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

Clause 3

Funding

A simplified contribution model has been developed, where the number of employees who will be contributing is calculated based on the information provided by the enterprise through the *A-melding* to the Employer/Employee Register (*Aa-register*), with the following group categories:

- Group 1: From 0 h/week to 20 h/week
- Group 2: From 20 h/week to 30 h/week
- Group 3: From 30 h/week and over.

The enterprises pay quarterly contributions in arrears based on the following rates per month:

From Q3 of 2011, the following monthly contribution rates apply for the information and development fund:

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

The employer may, as part of the funding scheme, make deductions from the pay of employees who are covered by the LO/NHO Basic Agreement for blue collar workers and Basic Agreement NHO-LO/FLT/HK, in the amount of NOK 3.25 per week.

The rates are subject to adjustment by the Secretariats of LO and NHO, at the recommendations of the Fund's Board, cf. Clause 5.

Clause 4

Collection of contributions

The Fund is part of the OU-samordningen. The contributions mentioned in Clause 3 shall therefore be paid quarterly to the OU-samordningen. The contribution payment shall cover all of the enterprise's contribution obligations to all OU Funds. The Agreement relating to OU-samordningen supplements this Agreement.

Clause 5

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

Administration

The Fund is managed by a Board with six members, of which the parties each appoint three. The appointment as Chair shall alternate between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO), for one year at a time.

Clause 6

Use and allocation of funds

The Fund's Board shall annually allocate funds in advance for common purposes the Fund deems worthy of support. The Fund's remaining funds shall be allocated – with one half going to each – by a special committee appointed by each of the two confederations. Special statutes shall be established for the activities of these committees.

NHO and LO shall keep each other mutually informed of the special committees' plans for the funds and of the measures that have been implemented.

All enterprises that pay into the Fund shall, in accordance with specific provisions that have been established, have the right to participate in measures financed by the Fund's assets.

Clause 7

Accounts and annual report

The Fund's financial year is the calendar year. Annual accounts that are to be audited by a state authorised public accountant shall be prepared at the end of each financial year. The annual accounts and report shall be sent to the Confederation of Norwegian Enterprise (NHO) and the Norwegian Confederation of Trade Unions (LO).

Clause 8

Dissolution

In the event the Fund is dissolved, any remaining funds shall be distributed to NHO and LO in proportion to the amount each organisation was originally entitled to administer pursuant to Clause 6 of this Agreement. Any remaining funds must be used in accordance with Clause 2 of this Agreement.

Clause 9

Entry into force

This Agreement enters into force on 1 October 1970 and shall apply until the first ordinary collective bargaining following the end of the Basic Agreement period. The Agreement shall thereafter follow the ordinary collective bargaining agreement period, with any revisions in connection with the spring settlement.

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

Oslo, September 2021

Rolf A. Negård

Knut Bodding

NHO

LO

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

HOLIDAY LEAVE, ETC.

Introduction

One of the principal tasks of the parties is to improve the competitive ability of the enterprises. Therefore, when introducing more leisure time, it is with the clear condition that the enterprises be given opportunities to balance out the competitive disadvantages this entails through greater flexibility. For their part, employees will also have varying needs for alternative working time arrangements due to different stages of life, employment and housing situations, etc. Increased flexibility, in combination with a fifth week of holiday leave, could lead to reduced absences due to sickness and increased productivity.

A. Flexibility

All agreements shall be amended to include the following provisions:

- a) "Where the local parties agree, a trial arrangement may be implemented, where enterprise-specific arrangements go beyond the collective Agreement's provisions for working time and compensation. Such arrangements are subject to approval by the union and sectoral federation."
- b) "A calculation of average working hours may be applied, pursuant to the provisions of Section 10-5 of the Working Environment Act. The parties to the collective Agreement may contribute to the establishment of such agreements."
- c) "Individual employees may need alternative working time arrangements, have alternative leave requests, etc. Such arrangements are to be agreed with the individual employee or the shop stewards, such as in the form of average calculations of working hours or a time account scheme. Individual agreements shall not take precedence over agreements made with shop stewards."

B. Contractual holiday leave

1. The extra holiday leave, five working days, cf. Section 15 of the Holiday Act, shall be granted in advance, by the remaining period being incorporated as a contractual arrangement and included as an appendix in all collective agreements.

Six working days of extra holiday leave for employees over 60 shall be retained, see Section 5 (1) and (2) of the Holiday Act.

The employee may demand 5 working days off every calendar year, cf. Section 5 (4) of the Holiday Act. If the contractual holiday leave is split up, the employee may only demand as many days off as the employee normally works per week.

If the authorities decide to implement the remainder of the fifth holiday week, these days shall be deducted from the contractual arrangement.

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

2. The introduction of the remainder of the fifth holiday week shall be handled as follows: 2 days leave shall be taken in 2001, the remainder in 2002.

Holiday pay shall be calculated in accordance with Section 10 of the Holiday Act.

When the fifth holiday week has been implemented, the general percentage rate for holiday pay shall be 12 % of the basis for holiday pay, cf. Section 10 (2) and (3) of the Holiday Act.

The increase shall be made by increasing the percentage rate for the accumulation year as follows:

2000 is set to 11.1

2001 is set to 12.0

If the authorities decide to increase the number of days for holiday leave in the Holiday Act, the parties assume that the above figures are applied as the basis for holiday pay for the equivalent period.

3. The employer determines the dates of the contractual holiday leave in consultation with shop stewards or the individual employee, in connection with the fixing of dates for ordinary holiday leave.

The employee may request to be informed of the dates of the contractual holiday leave as soon as possible and no later than two months in advance, unless there are special reasons for not doing so.

4. The employee may request holiday leave in accordance with this provision independently of their accumulation of holiday pay.

If operations are entirely or partially interrupted in connection with holiday periods, all employees affected by the interruption may be ordered to take holiday leave during that same period, irrespective of their accumulation of holiday pay.

5. The employee may request that the contractual holiday leave be taken together within the holiday year, cf. Section 7 (2) of the Holiday Act, so that a continuous week of leave is achieved. The confederations recommend that the contractual holiday leave be taken in consideration of ensuring the best possible productivity, such as in connection with public holidays, like Ascension Day, Easter, Christmas and the New Year.
6. In accordance with a written agreement between the enterprise and the individual employee, all or part of the contractual holiday leave may be transferred to the following year.
7. For shift workers, the contractual holiday leave shall be adjusted in accordance with local arrangements, so that the full contractual leave is equal to 4 work shifts.

Comments:

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

1. In agreements where holiday leave pursuant to Section 15 of the Holiday Act has already been implemented, the number of days of leave shall not be increased as a result of introduction of the contractual holiday leave. Implementation and the practical execution of the contractual holiday leave in each industry, shall be agreed in more detail between the parties.
2. For the offshore agreements (no. 129, no. 125 and no. 123), this holiday leave entails a reduction of 7.5 hours per day of holiday leave. The parties agree that the holiday leave shall be taken during off-duty periods in the holiday year.

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

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

A-ordningen

Last amended 2024

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.

These provisions do not prevent the parties within the enterprise from agreeing on a different period of calculation.

5. Remuneration shall be paid for the number of hours that would have been ordinary working hours on the day in question.

Remuneration shall be reduced proportionally if, pursuant to the applicable working time in the enterprise, reduced working hours are in force on the particular weekday. Deductions shall be made from the remuneration for any unemployment benefits or similar the employee may receive for the day in question from the employer, or from a National Insurance institution, and this allowance is funded entirely or partly by mandatory contributions from the employer.

6. For young employees and apprentices, the payment shall be determined according to the average hourly earnings at the enterprise for these employees as a whole, unless the parties agree otherwise.
7. For employees at enterprises that practice fixed-pay systems, the remuneration paid shall be calculated according to the individual employee's hourly earnings for the week in which the movable public holiday falls.
8. For employees who are paid on a weekly basis, the parties may agree that, in lieu of remuneration in accordance with the above, these employees shall retain their fixed weekly pay even in weeks that include movable public holidays or the 1st or 17th of May.

Notes:

- a. In addition to the pay the employee in question is entitled to pursuant to the agreement, those on continuous shift work shall receive NOK 56.51 for each full shift worked on a public holiday that falls on an ordinary weekday.

For the purposes of this provision, each public holiday may be deemed to have up to three shifts. As a general rule, the holiday is considered to start at 22:00 on the day preceding the public holiday and end at 22:00 on the public holiday in question, or the last public holiday during the period. The above provisions shall apply insofar as the following days fall on a regular weekday:

New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day.

Holiday pay shall be calculated based on the above rate, but not shift work or overtime percentages.

- b. Shift workers who lose a shift before public holidays as a result of the working time provisions in the Working Environment Act, shall receive the same remuneration for these shifts as they would for a public holiday. If an employee loses part of a shift on these days, the remuneration shall be proportionate to the time lost.

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 continuous 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 OF WORKING HOURS AS FROM 1 JANUARY 1987

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

1. To 37.5 hours per week:
Daytime working hours
2. To 36.5 hours per 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 per week:
 - a. Work that is performed “mainly” at night.
 - b. Semi-continuous shift work and “comparable” rotas.
 - c. Two-shift and “comparable” work on rota “regularly” worked on Sundays and/or public holidays.
 - d. Working hour arrangements under which the individual employees are required to work at least every third Sunday and/or movable public holiday.
4. To 33.6 hours per week:
 - a. Work on continuous shifts and “comparable” rotas.
 - b. Work below ground in mines.
 - c. Work on tunnelling and blasting of rock chambers below ground.
5. For those with extended working hours due to standby duties or passive duties in accordance with Section 10-4 (2) and (3) of the Working Environment Act, the extension shall be based on the number of hours in the collective agreement.

B. Implementation of compensation for reduction of working hours

- a. Mere weekly, monthly and annual pay shall remain unchanged. If, in addition, the employee receives a bonus, production bonus, etc., on the basis of the hours worked, the alterable part shall be adjusted in accordance with (d) below.

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

- b. Hourly pay (rates for minimum pay, fixed pay and individual pay and compensation for loss of piecework) shall be increased by 6.67 % for those whose working hours are reduced from 40 to 37.5 hours, 6.85 % for those whose working hours are reduced from 39 to 36.5 hours, 7.04 % for those whose working hours are reduced from 38 to 35.5 hours, and 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 (b) when it is clear that, if the rates were not adjusted, the employee's weekly earnings would drop when shorter working hours commenced.
- d. Piecework rates, fixed piecework rates and price lists, production bonus schemes, bonus systems and other pay systems with varying earnings, shall be adjusted so that the hourly earnings are increased by the percentage applicable in accordance with (b).

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 apart from piecework rates, etc., and be paid per hour worked.

- e. Standard piecework rates (basis for calculating piecework pay) shall be adjusted so that piecework earnings rise by the percentage applicable in accordance with (b). Until agreement is reached regarding adjustment of standard piecework rates (basis for calculating piecework pay), the old standard rates (basis for calculating piecework pay) shall be used, and the supplements shall be paid per hour worked.

When an enterprise within the scope of the agreement where the main agreement provides standard piecework rates, has to use higher figures than the standard piecework rates provided by the agreement, these figures shall only be adjusted to the extent necessary to bring them up to the new standard piecework rates in the agreement.

- f. Subject to agreement between the parties within the scope of the collective agreement it may be agreed that compensation pursuant to (a) through (e) above shall be given in the form of an increase in øre instead of as a percentage.
- g. When reduction from 40, 39, 38 or 36 hours takes place from shorter, earlier working hours, the amount of compensation shall be reduced proportionately.

C. General remarks concerning implementation

1. When implementing shorter working hours pursuant to A above, it is of decisive importance that the individual enterprise achieves greater flexibility with regard to when the work is to be performed, maintains appropriate working hours and attains efficient and effective utilization of working hours.

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

2. Before shorter working hours are implemented, negotiations regarding practical implementation shall be conducted at the individual enterprises.
3. All collective agreements are to 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, cleaning intervals, 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 for collective agreements.
4. Under Section 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 the Act prescribes as ordinary. If, in particular enterprises or industries, there is a special need for maintaining the present working hours, the parties to the collective wage agreement may make an agreement to this effect in accordance with the provisions of Section 10 of the Working Environment Act.
5. In connection with the reduction in working hours, it may, for the purpose of economic utilisation of production equipment, be desirable to have different ordinary working hours for different groups of employees, within the framework of the Working Environment Act. Within the working time arrangement, it may also be desirable to have the employees take their breaks at different times. It is a condition that rules concerning this are regulated in the individual collective agreements.
6. If the working time 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 % supplement. In cases where, under the collective agreement, a 100 % supplement is payable for overtime work performed on Sundays and public holidays and the day preceding such days, a 100 % supplement shall be paid after 12:00 noon on Saturdays and after 16:00 on the other weekdays.
7. When there is due reason for doing so, the enterprise may be allowed to change days off. In cases where conditions for this are not provided in any industry or enterprise-specific agreement, the following shall apply:

Instead of the scheduled day off, a corresponding day off may be granted in the course of the following 4 weeks.

Notice of such a change in the day off shall be given no later than the end of working hours two days prior to the scheduled day off. The enterprise shall, at the same time, inform the employee of when they will instead have their day off.

When conditions for changing the day off are satisfied, the employee shall not be entitled to any additional pay for time worked during ordinary working hours before 12:00 noon on Saturdays or before 16:00 on other weekdays.

8. In enterprises where the provisions concerning standby at home in Section 10-4 (4) of the Working Environment Act apply, the reduced weekly working hours alone shall not grant the

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right to greater compensation in the form of days off than was the practice under a system with an average of 40 weekly working hours.

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 confederations recommend that working hours are divided among five days a week, unless there is due reason for a different arrangement, and that the shorter working hours be effected by shortening daily working hours by 30 minutes.

Other solutions may also be applied, such as:

1. shortening the daily working hours by 25 minutes, where there is a 6-day working week,
2. having weekly working hours exceeding 37.5 hours during some periods, and correspondingly less in other periods,
3. retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, in exchange for granting corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

In cases where the relevant collective agreement does not stipulate otherwise, the following shall apply:

If the enterprise and the employees – even with assistance from the organisations – fail to agree, daily working hours shall be shortened by 30 minutes with a 5-day work-week or by 25 minutes each day with a 6-day work-week.

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

The above provisions are not intended to prevent the separate industries from making agreements on how the shorter working hours shall be implemented, nor may they be invoked during union-based negotiations in the case of collective agreements that contain exact rules regarding division of working hours.

E. Transition to a new shift plan

The parties agree that, when implementing a new shift plan as a result of the shorter working hours, the new shift plan shall be followed without making up for time off or working hours pursuant to the

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

earlier shift plan.

F. Maintaining production, productivity and effective working time

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

In connection with the reduction in working hours, the confederations 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 arrange the best possible conditions for cooperation between the enterprise, the shop stewards and the employees. The confederations emphasize the importance of the parties complying with these provisions in practice.

In connection with the reduction in working hours, the confederations – for the purpose of reducing the financial strain – would particularly note that cooperation needs to take place at the individual enterprises on measures to increase efficiency, reduce production costs and improve the competitiveness of the enterprise.

The confederations would refer to the cooperation that has taken place in connection with earlier reductions in working hours. This cooperation brought positive results and was of great importance in ensuring the competitive ability of the enterprise and creating secure jobs.

In the case of this reduction in working hours, the confederations again urge the parties to discuss utilisation of working time. The parties should consider whether working time is utilised effectively in all respects and effect any measures to achieve this. Moreover, the parties should, in their endeavours, consider technical innovations that may improve production results and help improve the working environment. Any measures aimed at improving efficiency must comply with the requirements for a good working environment. Satisfaction and safety are two important factors when considering the question of effective utilisation of working time.

G. Further to Section 10 of the Working Environment Act

1. Section 10-4

- a. The term 'semi-continuous shifts' refers to work that is performed 24 hours a day, but stops for Sundays and public holidays.

In ordinary weeks, work may be performed from 22:00 on Sundays to 18:00 on Saturdays, i.e. an operating time of 140 hours.

- b. The term 'comparable rotas' refers to a system of working hours that results in the same or nearly the same inconvenience for the employees as semi-continuous shifts, as will normally be the case when working more than five hours a night, even if the number of hours worked by the individual employees during the night may be somewhat less than if operations continued round the clock.

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

- c. In this context, the term “Sundays and public holidays” means “Sundays and/or public holidays”. This means that for work on two shifts and comparable work on rotas regularly worked on movable public holidays, but not necessarily on Sundays, the ordinary working hours shall not exceed 35.5 hours per 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 hours that, by law, shall be a public holiday rest, i.e. all four hours between 18:00 and 22:00 or after 22:00. In the latter case, there is no requirement regarding a minimum duration.

- d. Movable public holidays shall be considered Sundays for the purpose of interpreting the expression “every third Sunday”. This means that an employee who does not work Sundays as often as every third Sunday, may nevertheless have a 35.5-hour week if, in addition, they work on movable public holidays to such an extent that it will amount to at least every third Sunday and public holiday.
- e. The term “work that is performed mainly at night” shall be interpreted to mean that this provision will apply to employees if three quarters of their working hours, but not less than 6 hours under the working time arrangement in question, take place at night (during the period from 21:00 to 06:00).

2. Section 10-4:

- a. The term ‘continuous shifts’ refers to work that continues 24 hours a day without regular stops on Sundays and public holidays.

The extent to which rota work can be said to be comparable with continuous shifts, depends on whether the ordinary working hours for the individual employee according to the adopted work schedule take place at different times during the 24 hour period, so that the working hours of the employee in question include, as a general rule, at least 539 hours of night work per year and at least 231 hours of work on Sundays per year.

In this context, "night work" refers to work performed between the hours of 22:00 and 06:00 (night shift). The 24 Sunday hours start at 22:00 hours on Saturday evening and end at 22:00 on Sunday evening (weekend shift).

If the work schedule is for a shorter period than one year, the number of hours required for night work and Sunday work shall be adjusted accordingly.

Work periods with a duration of less than four weeks do not count as rota work for the purposes of this provision.

H. Transitional arrangements

Existing shift, rota and other working hour arrangements may be used during a transitional period until 1 July 1987.

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

Moreover, the parties to the collective agreement may agree on a further postponement of the reduction in working hours for the industry or the enterprises in it, but not beyond 1 October 1987.

During the weeks when the transitional arrangements apply, the number of hours by which the hours worked on average per week under the shift, rota or other system of working hours, exceeds the new working hours, shall be considered overtime. Until 1 July 1987, a 50 % supplement shall be paid for hours where the working hours, according to the average worked per week under the shift, rota or other working hour arrangement exceeds the new working hours.

If the individual parties to the collective agreement have agreed to extend the transitional period after 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 payment for the excess number of hours.

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

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.

- If the local parties would like to draw up an agreement relating to equality and anti-discrimination in the enterprise or would like to initiate specific measures to promote equality and prevent discrimination, the confederations can provide assistance in the form of consulting.

Working life – family policies

- The confederations will work for parental leave arrangements that promote equality.
- The confederations will work for family policies that promote a healthy work-life balance, and that aim to ensure that both parents have an equally strong connection to working life.

Equal pay

- The confederations will work to reduce gender-based pay gaps, follow up on any measures initiated in collective bargaining settlements, and provide information and guidance to members and shop stewards on pay gap reviews.

Full-time/part-time

- The parties will work to promote a full-time culture, as appropriate given the wishes and needs of the local parties.
- The parties will work to raise awareness and opinions on the significance of full-time employment for productivity, competence development and lifelong income.

Equality in educational and career choices

- The parties will work to prevent gender differences in educational and career choices
- The parties will support local or industry-wide initiatives/projects to promote recruitment and equality of the under-represented gender.

The confederations aim to hold annual collaborative meetings to discuss the status of the collaboration and evaluate specific common activities in the coming year.

The parties refer to the Basic Agreement between LO and NHO for Supplementary Agreement II – Framework agreement to promote equality and prevent discrimination in working life, as well as information on equality and anti-discrimination on LO's and NHO's websites: www.lo.no and www.nho.no

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 (*slitertillegg*) 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 will inform NHO of relevant amendments to the rules governing the scheme.

Section 3 Collective bargaining agreements with Early Retirement Pension Supplement Scheme appendices

LO and YS shall incorporate the Early Retirement Pension Supplement Scheme appendix into all collective bargaining agreements with NHO that include AFP coverage. In any collective bargaining agreement including AFP coverage that LO and YS conclude with Virke, Arbeiderbevegelsens Arbeidsgiverforening (AAF), Arbeidsgiverorganisasjonen for samvirkeforetak (SAMFO), Arbeidssamvirkenes Landsforening (ASVL), Glass- og fasadeforeningen (GF), Maskinentreprenørenes Forbund (MEF), Norges Lastebileierforbund (NLF), Norges Rederiforbund (NR) or Arbeidsgiverorganisasjon for kirkelige virksomheter (KA), the Early Retirement Pension Supplement Scheme appendix must be offered to be incorporated without amendments.

With the Early Retirement Pension Supplement Scheme's consent, the Early Retirement Pension Supplement Scheme appendix may also be incorporated without amendments into collective bargaining agreements entered into with collective bargaining organisations other than those specified above, provided the agreement is included on the AFP list. If the collective bargaining agreement had an AFP appendix prior to 1 December 2018, consent cannot be withheld.

In the private sector, LO and YS federations shall incorporate the Early Retirement Pension Supplement Scheme appendix without amendments into all direct agreements with AFP. This does, however, not apply if the enterprise has already applied another, similar early pension supplement scheme. Enterprises that by direct agreement, have been part of another early pension supplement scheme cannot, by direct agreement, later join the Early Retirement Pension Supplement Scheme.

Similarly, the exceptions that apply to AFP coverage and association shall also apply to the Early Retirement Pension Supplement Scheme.

Section 4 Individual claims

An early retirement pension supplement is paid to employees born in 1957 or later, and is conditional upon the employee

- being granted AFP by Fellesordningen for avtalefestet pensjon,
- at the time of withdrawing AFP, having been an employee of an enterprise affiliated with the Early Retirement Pension Supplement Scheme, and
- having an average annual income not exceeding 7.1 G in the last three calendar years prior to receiving the benefit.

After withdrawing an early retirement pension supplement, the recipient is permitted a gross annual income of up to NOK 15,000. If the recipient earns a higher income, the early retirement pension supplement shall lapse in its entirety, and a new early retirement pension supplement cannot be granted.

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.

The Early Retirement Pension Supplement Scheme will stipulate further rules on the calculation and collection of premiums. The parties agree to seek to convert the quarterly premium, so as to calculate the premium on the basis of the number of eligible employees at the end of each month of the previous quarter.

Neither the enterprises nor NHO are liable for the Early Retirement Pension Supplement Scheme's obligations.

Section 7 Changes and discontinuation

If the AFP scheme is changed, and such changes are of significance to the right to withdraw an early retirement pension supplement, the Early Retirement Pension Supplement Scheme must consider necessary changes, including the requirement for longer membership in the Norwegian National Insurance.

LO and YS shall regularly evaluate the Early Retirement Pension Supplement Scheme and the scheme's financial capacity. In the event it is deemed necessary to protect the Early Retirement Pension Supplement Scheme's financial soundness, LO and YS may agree to implement necessary changes that deviate from this appendix's provisions concerning eligibility for benefits and the size of the benefit.

LO and YS may decide from the point in time at which the scheme's financial situation indicates that the scheme cannot tolerate any further obligations that new early retirement pension supplements shall no longer be granted.

The Early Retirement Pension Supplement Scheme shall be discontinued when the last payment of the early retirement pension supplement has been made.

Any remaining funds after all obligations have been settled shall be returned to the parties to the original Severance Pay Scheme (NHO and LO), to be used for similar purposes decided in agreement by the parties. It is a condition that NHO and LO, in consultation with YS, find solutions for the use of the funds that appropriately consider that other collective bargaining areas have also contributed in the funding of Severance Pay Scheme and the Early Retirement Pension Supplement Scheme.

If the agreement between LO and YS is terminated pursuant to Section 2, second paragraph, the preceding paragraph shall correspondingly apply.

Oslo, 1 April 2019

Hans-Christian Gabrielsen

LO

Ole Erik Almlid

NHO

Vegard Einan

YS

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.

The enterprise shall pay sick pay in accordance with the applicable provisions of the National Insurance Act, based on the employee's pay during the employer liability period.

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.