

TRAVEL INDUSTRY AGREEMENT

2022-2024

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between

Virke (The Federation of Norwegian Enterprise)

on the one hand

and

LO Norway (The Norwegian Confederation of Trade Unions)

and

HK Norway (Norwegian Union of Commerce and Office Employees)

on the other hand

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Part I THE BASIC AGREEMENT LO NORWAY – VIRKE (SEE SEPARATE PRINTED DOCUMENT)

Part II NATIONAL COLLECTIVE AGREEMENT HK – VIRKE

Part III TRAVEL INDUSTRY AGREEMENT

§ 1 SCOPE OF THE COLLECTIVE AGREEMENT

1.1 This agreement applies to employees of travel service enterprises, and is linked to the national collective agreement between Virke and LO Norway/HK Norway.

1.2 The collective agreement does not apply to school pupils and pupils receiving labour market work experience training or persons undertaking vocational training.

See also the special provisions applicable to training candidates, apprentices and skilled workers.

1.3 When the terms of the Basic Agreement for the establishment of a collective wage agreement exist, this collective agreement can be applied as a wage agreement in a staffing company/temporary employment agency that is a member of Virke, and which has employees who are hired out and perform work within the scope of this collective agreement; cf. paragraph 1.1. See Section 2.6 and Appendix 11 Employees of temporary employment agencies.

§ 2 EMPLOYMENT

2.1 Employees can either be permanently employed, employed for a fixed term, employed on a temporary basis, employed on a probationary basis or employed as substitutes or as temporary replacements. In each case, the employee shall be informed of the nature of the employment.

The employment contract shall be confirmed in writing and shall be in accordance with the requirements of Section 14-6 of the Working Environment Act.

Employees appointed on a probationary basis shall be informed of the duration of their probationary period. The probationary period cannot exceed 6 months. In determining seniority, the probationary period shall be included.

Companies that have work regulations shall issue these at the time of appointment.

2.2 Part-time employees

Part-time employees means employees who on an annual basis are employed on certain fixed days a week with full or reduced working hours on these days, or employees who on an annual basis work permanently every day with reduced daily working hours.

The agreed daily working hours shall be worked consecutively.

Part-time employees are covered by the provisions of the National Collective Agreement, and shall be paid monthly wages in relation to the wages provisions in Section 15. The wages are determined in relation to the company's regular working hours for full-time employees.

Note:

If, when calculating the average working hours for part-time employees, reduced working hours as a result of the working time scheme for full-time employees have not been taken into account, e.g. summer time, a reduction shall be made to the monthly wages for the missing working hours.

Part-time employees who are employed and who have an average working time of at least 15 hours per week, earn 1/1 year's pay seniority per year.

Those who have shorter average working hours earn 1/2 year's wages seniority per year.

Upon employment, it must be agreed in writing what fixed working hours and wages the person in question shall have. The agreed fixed working hours shall be within the framework of the division of working hours for full-time employees.

The shop stewards shall have a copy of the agreement on wages and working hours for the employees organised in the federation.

Note:

Part-time employees who, upon employment or subsequent changes to the terms of employment, claim the right to leave of absence without pay or special conditions with regard to holidays, are not covered by the social provisions of the National Collective Agreement, see Sections 7 and 10 and Appendix 5, and are not entitled to wages for moveable holidays.

See Section 17 regarding accrual of pay seniority before the appointment or in the case of subsequent establishment of a collective agreement.

The parties agree that there must be correspondence between the agreed percentage of a full-time equivalent position and actual working hours.

Note:

The parties agree that it is important to strive to avoid involuntary part-time work. It is a goal to give employees who want it the opportunity for an increased percentage of a full-time equivalent position.

HK and Virke encourage the local parties to implement the agreement's provisions on preferential rights and discussions about this; see Section 4-5.2 of the Main Collective Agreement.

Part-time employees who are currently working, and who have been employed permanently for at least 6 consecutive months shall be given preferential rights to extend their working hours when the company needs more labour or when hours become vacant through e.g. dismissals etc.

When choosing between several part-time employees with preferential rights, the company must take account of seniority, qualifications, other employees' working hours arrangements and the employee's own circumstances.

Part-time employees shall be given additional work of a temporary nature rather than supernumerary work. In addition, preferential rights are also granted to full-time positions.

Note:

In cases where the employee claims that there is no correspondence between the agreed percentage of a full-time equivalent position and its actual scope, the company and shop stewards shall discuss the employee's demand for an increased percentage of a full-time equivalent position in relation to the company's actual need for permanent staff.

Note on Section 2.2:

The company shall discuss employment with the shop stewards, so that they are informed about the numerical and general conditions concerning full-time employees, part-time employees and persons in temporary employment relationships.

If the shop stewards believe that the numerical relationship between the groups is unreasonable, they can raise the matter with the company and possibly bring it before the main organisations.

2.3 Office workers

Office workers are those who perform clerical work, regardless of where in the company the work is performed.

2.4 Training candidates/apprentices

A training candidate is someone who, in accordance with the Education Act, enters into an individual education contract with a view to a less comprehensive examination than a trade and apprentices' final examination.

Apprentices are those who, according to a contract, are employed for training.

Skilled workers are those who have passed the final vocational test.

The following paragraphs do not apply to training candidates and apprentices:

Section 3.7.3	Paid leave for school attendance
Section 7	Pay during military service
Section 10	Pay after termination of employment in the event of death

The wages for training candidates are adapted to the individual's situation and are determined by further agreement between the company and the person in question together with the shop steward. At the same time, it can be agreed that Section 15 shall not be applicable.

Remuneration of apprentices is set out in Appendix 2B.

2.5 Temporary employment

Temporary employment means substitute or replacement positions, supernumerary positions, project/task-specific positions and other employment relationships in force for a fixed period of time or for a specific task of a temporary nature.

- a) Substitute or replacement employment means an employment relationship where employees are appointed to stand in for other employees who are temporarily absent, e.g. due to holidays, illness, leave of absence, etc.
- b) Supernumerary employment means employees who, for a fixed period of time, are to meet specific, short-term needs for staffing, such as for seasonal work, seasonal sales, Christmas shopping, extra work pressure, etc.
- c) Project/task-specific position means an employment relationship where the employee is to perform a specific task of a temporary nature.

When applying the above definitions, consideration shall be given to the function the person in question is to have with the company.

With regard to the right to legally agree on temporary employment, see the wording at any given time of Section 14-9 of the Working Environment Act.

Note:

The company shall discuss employment with the shop stewards, so that they are informed about the numerical and general conditions concerning full-time employees, part-time employees and persons in temporary employment relationships. If the shop stewards believe that the numerical relationship between the employment categories is unreasonable, they can raise the matter with the company and bring it before the federations as warranted.

2.6 Hiring of manpower

When hiring employees from staffing companies/temporary employment agencies, Section 14-12 of the Working Environment Act applies. Hiring of employees from companies that are not set up to hire out staff is subject to Section 14-13 of the Working Environment Act.

Employees at staffing companies/temporary employment agencies shall, for as long as the employment relationship lasts, have the same pay and working conditions as apply at the hiring company in accordance with Section 14-12 a of the Working Environment Act.

The provision entails that pension is not covered by the principle of equal treatment.

If the staffing company/temporary employment agency is not bound by an agreement between LO and an employers' association, Appendices 4, 5, 6, 8 and 9 and supplementary agreements 8 and 9 in the Basic Agreement do not apply.

The hiring company undertakes to provide the staffing company/temporary employment agency with the necessary information so that the condition of equal treatment that follows from the second section can be met, as well as to oblige the staffing company/temporary employment agency to comply with this condition.

At the request of the shop stewards, the company must document the wages and working conditions that apply at the staffing company/temporary employment agency when hired employees are to work within the scope of the collective agreement.

Ch. 4 of the Basic Agreement is also applicable to hired staff with the following exceptions: If the hiring company is bound by the Basic Agreement between LO Norway and Virke, disputes about the hired staff's wages and working conditions are a matter between the parties at the staffing company.

Shop stewards and company representatives from the hiring company can, upon request, assist in the negotiations by providing information about the agreements in the hiring company.

If the staffing company is not bound by the Basic Agreement between LO and Virke, shop stewards in the hiring company can raise issues with the hiring company regarding breach of the principle of equal treatment in the second section, so that the hiring company can clarify and possibly rectify the matter in accordance with Section 14-12 c of the Working Environment Act.

Hired employees must be presented to shop stewards of the hiring company.

When discussing hiring, the local parties shall also discuss resources for shop steward work; cf. Section 4-4.1 of the Basic Agreement.

§ 3 WORKING HOURS

3.1 Introductory provisions

1. Working hours shall be determined so as to take into account the considerations of rational and profitable operation to the greatest possible extent, and so that the needs of both employees and employers are considered.
2. The provisions of Chapter 10 of the Working Environment Act apply in full, unless otherwise agreed in or pursuant to this chapter.
3. The provisions of the Basic Agreement apply to the determination and amendment of working time arrangements.

3.2 Division and scheduling of working hours

The working time framework for the company and the division of the daily working hours with regular meal breaks of at least 30 minutes' duration are to be determined subject to negotiations between the parties. Written minutes of the negotiations shall be recorded.

3.3 Change of agreed working arrangements

1. Changes to the agreed working time arrangements can be made only subject to negotiations between the parties, and after the existing working time arrangements have been terminated in writing with 4 weeks' notice. A new working time arrangement must be submitted no later than 3 weeks before the notice period expires. If the submission is made any later, the effective date shall be deferred correspondingly.
2. If the parties at the company agree, a new working time arrangement can be implemented regardless of the 4-week notice. If the parties at the company do not agree, a new working time arrangement cannot be implemented before the expiry of the notice period of 4 weeks.
3. Part-time employees shall have the opportunity to confer with the shop stewards in advance. The agreed fixed working hours, which must be within the framework of the working time arrangement for full-time employees, can only be changed by prior agreement with the relevant part-time employee and after a notice period of 4 weeks, unless a shorter time limit is agreed.

3.4 Daily working hours

1. Normal working hours must not exceed nine hours.
2. Working hours shall be performed consecutively unless otherwise agreed between the company, the shop stewards and the individual employee.
3. Working hours before and after the company's opening hours shall be regarded as ordinary working hours.

3.5 Weekly working hours

1. The normal working hours shall not exceed 37.5 hours per week.
2. In enterprises where operations require the individual employee to work at least every third Sunday, working hours shall not exceed 35.5 hours per week. See also Section 10-4 (4) of the Working Environment Act and Section 2.13 of the National Collective Agreement.

3.6 Daily meal break

The daily meal break should, as far as is practically possible, be taken in the middle of the working hours.

3.7 Shift work

1. The introduction of, or changes to, shift work arrangements can only be implemented by agreement between the parties. Existing working time arrangements must be terminated in writing, and the shift work schedule must be set up at least 4 weeks in advance.
2. If a 2-day shift is introduced in the daily working time frame that does not include a Saturday evening or a public holiday, the weekly working hours shall be 36.5 hours per week. For other types of shift work arrangements, the number of weekly working hours shall be 37.5, 35.5 and 33.5 hours per week, respectively, where the law has 40, 38 and 36 hours per week, respectively.
3. The agreement, including the shift work schedule and wage terms, shall be submitted to the unions for information purposes.

3.8 Requirement for notice in the event of temporary changes to opening hours

1. In the event of a temporary change in the opening/closing hours for a period of up to 2 days, at least 1 week's notice shall be given.
2. In the event of a temporary change in the opening/closing hours for a period of up to 4 days, at least 14 days' notice shall be given.
3. The provisions on temporary changes to opening/closing hours cannot be applied to Christmas Eve, New Year's Eve and Whit Saturday.
4. In the event of a temporary change in working hours, employees with health, social or other important welfare reasons must be able to be exempted, if this can be done without any particular inconvenience to the company.

3.9 Staggered working hours before Christmas

1. In the last 14 working days before Christmas Eve, ordinary working hours can begin and end 2 hours later, if the employees have been notified of this with 14 days' notice.
2. The provision shall not apply if the staggered time of the aforementioned 2 hours has already been recognised in the working time arrangement and when the staggered time already includes the last 14 working days before Christmas Eve.
3. If the staggered hours are taken into account with less than 2 hours, the remaining time can be offset in the last 14 working days before Christmas Eve.
4. Employees with health, social or other important welfare reasons must be able to be exempted, if this can be done without any particular inconvenience to the company.

3.10 Easter Eve

1. Easter Eve is a day off.
2. When business considerations make it necessary for work to be continued, staff shall be given time off to the extent possible.

3.11 Ordinary working hours on Christmas Eve, New Year's Eve and Whit Saturday

1. On Christmas Eve, New Year's Eve and Whit Saturday, ordinary working hours end at 1:15 pm. This is considered a full day and is remunerated by ordinary pay.
2. If work ends earlier, the time up to the above time may be required to be accrued.

3.12 Courses, conferences and staff meetings

1. If, by agreement with the employer, an employee participates in courses, conferences, professional activities, study trips, fairs or exhibition stands outside ordinary working hours, an agreement must be made in advance regarding remuneration for the employee in the form of salary, time off in lieu or the like.
2. When introducing schemes with fixed regular staff meetings, the company can schedule these as ordinary working hours, either before or after normal working hours, after consultation with the shop stewards.
3. Staff meetings can also be convened after ordinary working hours if necessary. An agreement must be made with the shop steward in advance, as far as possible. Such meetings shall be reimbursed as overtime if the conditions for overtime under the Travel Industry Agreement are otherwise present. A minimum of 2 hours must be paid to cover new attendance.

3.13 Right to time off for education

1. In cases where an employee undertakes education or training that:
 - a) qualifies for pay seniority according to Section 15.3 and
 - b) is related to the person's work, and
 - c) starts at 4:00 pm or later, they shall be given time off so that there is at least two hours between the end of their work and the beginning of their school attendance.
2. Exam days in connection with the above-mentioned education shall be days off without any reduction in wages.
3. Paid leave shall be granted for one day of exam preparation in connection with the above-mentioned education. The exam preparation day shall be granted in immediate connection with the examination date.

§ 4 OVERTIME

4.1 Overtime work can be used to the extent allowed in applicable law.

See Section 10-6 (10) of the Working Environment Act regarding an employee's right to exemption from overtime work.

Work that is required to be performed in addition to the working hours mentioned in Section 3 for full-time employees shall be regarded as overtime work and shall be paid at the wages converted into hourly pay +50% after ordinary working hours, as well as for overtime work from 8:00 am or later and until the beginning of ordinary working hours.

Part-time employees shall receive overtime pay if they work in excess of their agreed working hours if:

1. they work more than 37.5 hours in a single week, or
2. their total working hours on each day exceed 9 hours.

4.2 In the case of overtime after the end of ordinary working hours, however, the 50% only applies from the beginning of overtime work if the employees demand a break between the end of ordinary working hours and the beginning of the overtime work.

Only the actual working time shall be paid.

When an employee is required to work more than 2 hours of overtime after completing their normal working hours, the employee shall first be granted a break of at least half an hour. If the conditions necessitate it, the break may be reduced or postponed. Breaks taken after the end of normal working hours shall be remunerated as overtime work, but are not included in the number of hours it is permitted to work overtime according to Section 10-6 of the Working Environment Act. If the break is postponed until before the end of normal working hours, it is included as part of the normal working hours.

4.3 Overtime is paid at 100%:

1. in the period from 9:00 pm to 8:00 am on weekdays
2. after the end of ordinary working hours on days preceding a Sunday or public holiday
3. after 1:00 pm on days off before a Sunday or public holiday
4. on Sundays, public holidays, 1 and 17 May
5. 1:15 pm on Christmas Eve, New Year's Eve and Whit Saturday

The supplement is 50% for overtime work at other times, including overtime work on a day off before Sundays and public holidays until 1:00 pm.

4.4 The hourly wage for the individual employee is calculated by dividing the monthly wage by the relevant average weekly number of hours x 4 1/3. Unless otherwise agreed, only full and half hours are used for calculations, so that a commenced half hour is counted as half an hour.

Claims in accordance with the statement of overtime work performed must be submitted by the employee as soon as possible, and always before the end of the following payroll period, unless special reasons prevent this.

4.5 Overtime work as a result of the extended business hours in the last 14 working days before Christmas Eve shall be settled according to the usual rules. However, the company or the individual employee may demand that overtime shall be settled, partly or in whole, in the form of time off. In that case, the following rules shall apply:

The time off can be settled either in connection with a public holiday or with another day off before the end of April. Overtime is compensated in time off hour for hour. In addition, an overtime supplement is paid according to the usual rules.

If the company and the employee agree to also settle the overtime supplement in time off, an additional 1 hour of time off shall be granted for each overtime hour in the last 8 working days before Christmas Eve. For the other up to 6 previous working days, the time off shall be increased by half an hour for each overtime hour.

The unions agree on the following interpretation of this provision:

Working hours that are overtime according to the wage agreement, but not according to the Working Environment Act, may be required to be settled in their entirety in the form of time off by the company or by the individual employee in accordance with the above rules for taking time off in lieu of unpaid overtime.

4.6 Under Norwegian law, employees under the age of 18 cannot be used for overtime work within the meaning of the Working Environment Act.

4.7 A meal allowance of NOK 96 shall be paid for overtime work to an employee:

- a) who has already worked ordinary daytime hours and who, on the same day, is required to work overtime at the end of the ordinary working hours, and
- b) when the overtime work lasts more than 2 hours, and
- c) when the company does not provide meals, and
- d) when the meal time is not paid for with an amount that at least corresponds to the meal allowance. If the payment for the meal time is less than the meal allowance, the difference shall be paid. See also Section 10-9 (2) of the Working Environment Act.

Note:

In companies where there has been an indisputable practice with a better arrangement, this shall be retained.

4.8 When the company orders overtime with a new attendance, at least 2 hours of overtime shall be paid. Attendance after a rest or meal break is not counted as a new attendance.

4.9 No overtime supplement is payable for hours worked which pursuant to Section 20.3 are to be regarded as unsocial working hours.

§ 5 TRAVEL PROVISIONS

5.1 Travel expenses

During travel in the company's service, the employee must have subsistence and travel expenses covered in accordance with the company's regulations, if any. In the absence of such regulations, actually documented necessary expenses shall be reimbursed up to a maximum limit corresponding to the provisions in the Norwegian official regulations rates for subsistence and travel expenses.

5.2 Travel during leisure time for participation in professional activities, fairs and stands

If an employee is required to travel in the company's service outside of normal working hours, an agreement must be made before the trip begins regarding any compensation or time off.

The same applies to mandatory participation in trade fairs, stands, study trips, supplier gatherings and customer meetings, etc.

§ 6 SICK PAY

6.1 Please refer to the provisions contained in Chapter 8 of the Norwegian National Insurance Act.

For any sickness absence documented by a medical certificate, permanent employees are entitled to full pay for at least 3 months during the calendar year, with deductions for benefits as stipulated in the Norwegian National Insurance Act.

6.2 If the employee's incapacity for work lasts beyond the days when self-reported sickness absence can be used, a doctor must be consulted and the sickness absence confirmed by a doctor from the first day the employee should have been at work again after the self-reporting period.

6.3 Employees who have received sick pay from the company on the basis of a self-reported sickness absence shall, upon resumption of work, provide a written declaration that the absence was due to sickness when such an arrangement has been stipulated by the company.

See the self-report form to be signed by employees in order to qualify for payment in accordance with 6.1.

6.4 In the event of absence due to sickness lasting more than 3 months, the employee shall, as far as possible, notify the company of their return with at least 14 days' notice.

6.5 An employee who is receiving work assessment allowance must regularly keep the company informed of their situation. The company must be notified of their return as early as possible, and no later than with 1 month's notice.

6.6 Advance sick pay

HK and Virke will recommend the local parties to review the basis for advance payment of sick pay where this is not done. Companies are prohibited from discriminating against employees in the company with regard to advance payment of sick pay.

§ 7 PAY DURING MILITARY SERVICE

7.1 Employees mentioned in Section 1.2 of the National Collective Agreement, who are ordered to perform military service and who work 50% or more of a full-time position, are entitled after 6 months of employment to have the following wages paid during their period of service:

- a) For combined initial compulsory military service, half wages for up to 3 months, less the remuneration the person in question receives from the public sector, including a pro rata share of the lump-sum payment on separation from service, but excluding family allowance.

Note:

Combined initial compulsory military service also includes divided service at 3 months' conscript training academy and subsequent service within the framework of standard initial compulsory military service in the army (currently 12 months).

- b) For subsequent national service, full wages for up to 1 month, with a deduction for the remuneration received by the person in question from the public sector, including family allowance.

7.2 The prerequisite for wages to be paid during military service is that the employee works for at least 3 months in the company immediately after completing military service.

See the declaration to be signed by the employee at the request of the employer in order to receive payment in accordance with 7.1.

7.3 If the employee leaves their employment after resigning before 3 months have passed, the company may at its option offset any amounts owing to the employee.

7.4 The above provisions shall also apply to employees who are ordered to undertake ordinary compulsory service in the National Guard, the Civil Defence or the Police Reserve.

§ 8 PARENTAL LEAVE

An employee who has been employed for at least 1 year shall be granted parental leave according to the following rules:

For leave of absence in accordance with Section 12-3 of the Working Environment Act (the right of the father/co-parent to 2 weeks' parental leave at birth), there is a right to paid leave if the father/co-parent takes over the care of other children under 10 years of age or takes care of the mother and child after the child is born.

If the parents do not live together, another caregiver who lives with the mother on the same terms as the father/co-parent according to the rule above, is entitled to leave of absence.

Paid leave is limited to a maximum of two weeks. When calculating wages, the wage basis that exceeds 6 times the National Insurance basic amount shall be disregarded.

The provisions on paid leave apply for up to 10/12 days within the calendar year, depending on whether the employee has a 5 or 6-day working week.

§ 9 CONTRACTUAL EARLY RETIREMENT (AFP) AND THE EARLY RETIREMENT PENSION SUPPLEMENT SCHEME

The parties agree that the agreement with the Contractual Early Retirement Pension (AFP, Appendix 4) and the Early Retirement Pension Supplement Scheme (Appendix 5) form part of the collective agreement.

§ 10 PAY AFTER TERMINATION OF EMPLOYMENT IN THE EVENT OF DEATH

Survivors who an employee has supported/had a duty to support shall be paid wages after termination of employment corresponding to full wages for 2 months from the date of death. If the employer has taken out group life insurance, this shall replace the wages after termination of employment if the survivor is guaranteed at least the same amount.

Survivors (irrevocable beneficiaries) take precedence in the order below:

- a) Deceased's spouse or registered partner. The person in question is not considered a spouse/partner if a judgement has been handed down or permission has been granted for separation, divorce or dissolution of the partnership, even if the decision is not legally binding.
- b) Cohabitant. A cohabitant is a person the deceased lived with at the time of death and who, upon confirmation from the national population register, can document that the cohabitation relationship has existed for the last two years, or who has the same residence and joint children with an employee.
- c) Children under 20 years of age.

If the company has a pension scheme that benefits the survivors or pays other benefits in connection with the death, the wages after termination of employment shall be reduced accordingly.

If insurance has been taken out, the company will advance an amount corresponding to 2 months' wages and enters into the insurance claim for the amount.

The right to wages after termination of employment applies when an employee who has been employed in a position as mentioned in Section 2.3 in the same company for at least 2 years, dies.

§ 11 HOLIDAYS AND HOLIDAY PAY

11.1 Holidays and holiday pay are granted in accordance with the Holidays Act.

11.2 When calculating holiday pay for monthly-paid employees, 1 month is counted as 26 working days. Holiday pay under the Holidays Act replaces 25/26 of the monthly pay.

It is permissible for the parties in a given company to agree in writing that another divisor shall be used.

11.3 With regard to the 5th holiday week for employees over the age of 60, it is a prerequisite that the employee's wishes regarding the timing of the extra holiday are accommodated as far as possible. However, the unions agree that extra holidays for older employees cannot be required to be taken at a time that creates significant difficulties for production, or for systematic taking of holidays by the company's workforce as a whole. Where this is the case, the company is entitled to demand that the employee chooses another time to take their extra holiday.

See also Appendix 6 to the collective agreement.

11.4 If the parties at the individual company agree – cf. Section 11, No. 1 of the Holidays Act – accrued holiday pay may be disbursed aggregated on the ordinary payday in May/June, regardless of the time when the holiday is actually taken.

§ 12 TERMINATION

12.1 See Sections 15-1 and 15-4 of the Working Environment Act regarding discussions, the form of termination, procedure and content.

For employees who are employed for a fixed period of time or to perform a specific task of a temporary nature, the employment relationship terminates without prior notice at the end of the agreed employment period or the completion of the specific task. See Section 14-9 (5) of the Working Environment Act.

Notice periods; cf. Section 15-3 of the Working Environment Act.

For protection against unfair dismissal, protection against dismissal in connection with illness, pregnancy, during maternity leave or military service, see Sections 15-6, 15-7, 15-8, 15-9 and 15-10 of the Working Environment Act.

Regarding the employee's right to demand negotiations, bring legal action and the time limits that apply in that connection, see Sections 17-3 – 17-5 of the Working Environment Act.

12.2 In the event of staff downsizing, seniority shall be taken into account so that the last person employed is generally dismissed first. A meeting shall be held with the shop stewards prior to such a termination. Employees who have less than 3 years of seniority-related training and employees who have a shorter period of employment than 1/2 year in the company are excluded from this provision.

The provision to follow the seniority principle in connection with down-sizing/rationalisation does not apply to apprentices.

In the event of dismissal from the same company after passing an approved final vocational test, the apprenticeship period shall be included in the seniority calculation.

Note:

As regards the company's duty to provide information, etc. about matters concerning the employees' employment and working conditions, see the Basic Agreement's Chap. IV.

§ 13 SPECIAL BENEFITS

Special benefits that have been practised or promised to the individual or all those covered by this agreement may not be impaired during the wage agreement period. In the event of a merger, coordination of practised benefits can be discussed.

§ 14 MISCELLANEOUS PROVISIONS

14.1 Work alternation

Employees who operate office equipment, computer terminals, punching machines or switchboards shall, if their work is particularly strenuous or monotonous, be given the opportunity during the workday to alternate this work with other work by special arrangement with company management; see Section 1-1 and Sections 4-1 to 4-4 of the Working Environment Act.

Where this is not possible, a break of 10 minutes shall be granted after the work has been continuous for 2 hours, if the parties at the company do not agree on other arrangements.

Breaks are included in the working hours.

14.2 Working and dining rooms

The company is obliged to have work premises and dining rooms that comply with the regulations in force at any given time for this domain.

14.3 Workwear

For employees whose work tasks entail particular soiling or extraordinary wear and tear on garments, workwear required by the Directorate of Health and workwear or uniforms required by the company, are paid for by the employer and are their property.

14.4 Vacant positions

Vacancies should normally be advertised in such a way, e.g. by internal notices, that the employees in the company are given the opportunity to apply.

14.5 Leave pursuant to Sections 12-2 – 12-5 of the Working Environment Act

Employees who take leave of absence in accordance with Sections 12-2 – 12-5 of the Working Environment Act, are guaranteed to retain the same position or to obtain an equivalent position at the company after the end of their leave.

14.6 Senior position substitute or replacement

In the case of a temporary position entailing highly skilled and responsible work for more than 3 consecutive weeks, a supplement is payable, which is determined taking into account the salary for the more senior position. Such remuneration is payable from day one.

14.7 Remote work

The parties are in favour of remote working and have prepared a framework agreement and a proposal for a model agreement on remote working. If it is compatible with the company's needs, an employee can be given the opportunity for a flexible work situation within a binding framework. The parties recommend that a framework agreement and a model agreement on remote work should be used for remote working arrangements; see Appendix 7.

The parties' basic principle is that all remote working shall be based on voluntary agreements and that the employee's connection with the social environment at the workplace should be maintained.

14.8 Screen work

Regarding screen work, see the Regulation No. 1259 of 15 December 1994 regarding work at computer screens.

§ 15 WAGE DETERMINATION

15.1 Introduction

Upon employment, wages are determined in accordance with

- 15.3 For office clerks
- 15.7 for higher education
- 15.4 for managers and others performing qualified and independent work
- Appendix 2A for skilled workers
- Appendix 2B for apprentices

unless a local, company-specific pay structure has been established in accordance with 15.5.

15.2 Wage determination

The parties recommend that employees be paid in accordance with a job-assessed guaranteed minimum pay structure, as presented in Appendix 1 D.

When determining the rates in the pay structure, local, industry and business conditions that are of significance to each position of employment should be reviewed.

If the local parties do not agree to establish such a pay structure, pay determination pursuant to 15.3. may be used.

15.3 Minimum wage rates and other wage provisions

The fixed wage rates are minimum wage rates (see Appendix 1A). The employees shall, after an overall assessment of the factors set out in Section 15.6, be paid in addition to the stipulated minimum wage rates.

The average size of these supplements shall be adapted to local as well as industry and operating conditions.

The above pay review shall take place once a year, in accordance with Section 15.6.

Employees receiving in-service management training shall be paid, in addition to the minimum pay rate, in accordance with the rules in Section 15.6.

Seniority calculation/Payscale grading

When employed in the company, employees are graded on the payscale on the basis of documented education, experience and age.

Subsequent seniority promotions shall be made pursuant to Section 16.

Employees shall submit documentation of their education and experience.

Vocational education

Graduates of vocational education beyond upper secondary school (bachelor's or higher degree) shall have a salary corresponding to at least travel industry grade 4 + NOK 1,000 per month.

Note:

It is assumed that the local parties undertake a review of employees' salary grading and documentation of education, so that the supplement to this provision will be made with effect from 1 April 2016.

Work experience

Each year of work experience from an office, shop or warehouse is credited with one grade.

Part-time work experience with an average of 15 hours/week or more is credited with one grade each year.

Part-time work experience with an average of less than 15 hours/week is credited with one grade every second year. Work experience of less than 2 months' duration, as well as periods of work experience with average working hours of less than 10 hours per week are not credited.

Other work experience, including work at home, that is important for the position shall be credited to a reasonable extent.

No more than one grade can be given for 1 year of practice.

Guarantee provisions

If education or work experience does not result in higher pay, the following must be provided as a minimum:

- Employees who have reached the age of 18 must have wages that at least correspond to Travel Industry pay grade 1.
- Employees who have reached the age of 25 must have wages that at least correspond to Travel Industry pay grade 3. This does not apply to school pupils and students in short-term employment, e.g. in connection with Christmas or holidays.
- Employees who can document a passed exam from an upper secondary school that provides study qualifications shall have wages that at least correspond to Travel Industry pay grade 3.

15.4 Pay determination for employees in executive and managerial positions and for other positions entailing expert and independent work

In determining the pay of employees mentioned in this section, the following shall be ensured:

- a) There shall be a reasonable pay difference with regard to these employees and those mentioned in Section 15.3.
- b) The pay shall be determined individually according to the factors mentioned below in Section 15.6 at an annual pay review.

For employees in executive and managerial positions, e.g. department heads, heads of section, assistant heads of section, heads of purchasing, warehouse managers and the like, their pay shall at any time exceed the highest minimum wage for skilled workers.

For employees performing expert and independent work, such as heads of department or heads of section or similar positions in a shop, office or warehouse, their salary shall exceed the highest minimum wage rate in line with the provisions in Section 15.3.

15.5 Non-standard pay structures

It is permissible to implement pay structures in accordance with the guidelines in Appendices 1B and 1C. Pay structures that deviate from these must be approved by the organisations.

Appendix 1B includes a proposal for a model for a job-assessed minimum rate of pay structure. The unions recommend that this model should be used as a basis for the preparation of company-based pay structures.

15.6 Annual pay review

Negotiation meetings before the annual pay review

In connection with the annual pay review the shop stewards shall upon request, for their own use within the company, be given a statement of wages for the unionised employees referred to in Section 15.3.

Before the annual pay review is implemented, the shop stewards can demand a negotiation meeting with the company management to discuss the principle and the guidelines according to which the company's wage determination is made with a view to achieving an objective assessment and the fairest possible outcome. Emphasis shall also be placed on the company's finances and competitiveness. The company shall contribute to the exchange of views and

information on the matters covered by this provision. The provision also does not prevent wage supplements from being paid with the same amount for several employees.

During this meeting, the shop stewards can address and promote views on the relative pay level based on local and industry conditions, and present general views with regard to the pay reviews and the overall outcome of these reviews. Local or industry conditions refer to pay factors for employees mentioned in Section 15.3 in companies that are comparable in terms of location or which belong to the same industry.

Minutes shall be recorded after the meeting.

If the parties locally do not reach an agreement, the company has the option to carry out the wage assessments and implement the result, without the disagreement giving the right to strike or other action. The disagreement cannot be disputed under Section 3.3 of the Basic Agreement or brought before the Labour Court. The condition for bringing a case before the organisations is that there is a dispute about interpretation of Section 15.6 which in this case shall be dealt with in accordance with Section 3.3 of the Basic Agreement.

General information about wage assessment

Guidelines for the determination of wages include the principle of equal pay for work of equal value. For example, this means that job titles and remunerations shall be in line with the work undertaken. The parties also agree that employees, regardless of gender, shall be assessed equally under otherwise equal terms.

In determining wages, special consideration shall be given to each position's remit and responsibility and the entailed professional and physical/mental requirements, requirements for the management of others, financial responsibility and the like.

In a personal pay review, skills, initiative and applicability shall be taken into consideration. The same applies to education, practice and duration of employment.

In principle, there should be a difference in pay between Travel Industry pay grade 4 and employees with 10 and 15 years of employment with the company, respectively.

In connection with local wage negotiations, the company must also carry out a wage assessment for employees who are absent due to parental leave.

When the company has carried out its annual pay review, the shop stewards shall be informed of the average results for the same employees within a reasonable period of time.

If the individual employee believes that the outcome is unreasonable to an extent that provides a basis for a reassessment of the person's pay in accordance with the provisions of this section, the shop stewards may, on behalf of the employee, discuss the matter with the representatives of the company management.

15.7 Higher education

When hiring, emphasis shall be placed on relevant higher education (at least a bachelor's degree from a university or college).

15.8 Special supplements

Employees who are occasionally used for at least 4 hours in total per day in a higher paid position in another working group shall be remunerated according to the rate of pay set for the work in question.

In the event of temporary work in a position with more expert and responsible work that lasts beyond 3 consecutive weeks, the company must provide the person in question with appropriate remuneration from the first day.

See Section 20.3 regarding wage compensation for unsocial working hours.

In the case of shift work as mentioned in Section 3.7, a supplement shall be paid of either 25% for the hours worked on the second shift, or 12.5% for both shifts in two-shift arrangements.

A 12.5% supplement shall be paid for all hours to employees in companies with an established shift arrangement who, according to their own needs, wish to work another shift.

Responsibility supplements and other special supplements related to the position shall be retained in full in addition to the applicable wage rate in connection with wage adjustments.

The agreement shall be in writing and shall specify that the supplement shall be retained in full.

For details, see Section 15.6, paragraph 7.

15.9 Disability

15.9.1 Employees with permanent disabilities can be offered individually tailored work tasks and working conditions. After discussions with the shop stewards, individual agreements can be entered into for these employees between the individual employee and the company. The wages are determined independently of the collective agreement's wage rates, by further agreement between the company and the employee, after the employee has had the opportunity to confer with the shop stewards.

15.9.2 For employees who have been out of work covered by this wage agreement for at least 10 years and need time to refresh their skills, their salary may be determined individually for up to 1 year after the employee has had the opportunity to confer with the shop stewards. After 1 year, the salary is determined according to the usual provisions on the basis of the total seniority of the person concerned.

§ 16 SENIORITY AND AGE-BASED PAY INCREASES

Further increases in pay grade based on seniority/service to the company shall be effected on 1 January and 1 July, depending on which of these dates is the closest at the time. However, at enterprise level, local parties may agree in writing that pay increases shall be effected on the first day of the month following the effective date of employment. Employees who have been absent due to leave according to Sections 12.2 – 12-5 of the Working Environment Act (pregnancy, maternity and parental leave) and Section 5 of the National Collective Agreement (military service) shall be credited with pay seniority for the entirety of their leave.

Furthermore, the following promotion rules also apply:

- Employees who reach the age of 18 shall have a wage corresponding to Travel Industry pay grade 1.

- Employees who have reached the age of 25 shall be paid at least according to grade 3, and then advance one grade each year/every second year, depending on whether they work an average of 15 hours per week or more (see 15.2 Work experience). This does not apply to school pupils and students who perform tasks of short duration, e.g. in connection with Christmas or holidays.
- Payscale increases due to a documented increase in qualifications or age reached, are made on the 1st of the following month.
- A wage increase shall be granted in the same way if, after appointment, the employee takes such education as is referred to in Section 15.3 Vocational education.
- If an employee who is paid according to Travel Industry pay grade 3 completes 60 study credits of vocationally relevant education over a period of 2 years in their own time, the employee shall be paid at the Travel Industry pay grade 4 rate.

Note 1:

There shall be no recalculation of wages seniority/wages for employees employed at the adoption of the Agreement.

§ 17 PROVISIONS REGARDING SETTLEMENT AND CALCULATION OF WAGES

17.1 Payment of wages

Wages are paid every 15th and last day of the month, unless another agreement has been made at the individual company.

If a payday falls on a Saturday, Sunday or statutory weekend or public holiday, payout shall take place on the next weekday.

Before the company switches to a new or different form of payment, negotiations on the implementation of the new scheme shall be conducted with the shop stewards.

17.2 Correction in case of incorrect payment

If an incorrect wage payment has been made, the necessary adjustments can be made in the first payroll after the error has been discovered. Deductions from wages shall be limited to the part of the claim that exceeds what the employee reasonably needs to cover his/her financial obligations and for subsistence for himself/herself and his/her household; cf. Section 14-15 (3) of the Working Environment Act.

Deductions must, however, be limited to a maximum of 3 months back in time. The employee and the shop steward must be notified before any adjustment takes place.

If the employee should have understood that the wages were incorrect, the deduction can be made for a maximum of 6 months back in time.

17.3 Conversion of monthly wages

When, for example, due to the time of joining or leaving the company, it is necessary to calculate the wages for part of a month, this shall be done as follows:

The monthly wage is divided by the number of days of the month minus Sundays. The resulting amount is multiplied by the number of days, minus Sundays, during the time the employee is at work.

When calculating holiday pay, 1 month is calculated as corresponding to 26 working days. See however Section 11.2, second sentence.

In the event of an absence of up to 7 calendar days that does not entitle the employee to wages, deductions in wages for monthly or weekly paid full-time employees shall be made for the relevant number of working hours the person in question has been absent. For part-time employees, the hourly wage is calculated pro rata in accordance with the provisions of Section 4.4.

In the event of any absence of more than 7 calendar days, the wages shall be calculated as mentioned in the second paragraph above.

Unless otherwise agreed, wage deductions are made for the commenced half hours/30 minutes.

§ 18 COMPETENCE AND COMPANY DEVELOPMENT

Restructuring as a result of new requirements for sustainable business models with regard to climate and environment, in the transition to a carbon-neutral society, accelerating technology development, new e-commerce-based business models and tougher competition require strengthened competence development in companies. Competitiveness entails a high level of professional qualifications among employees at all levels in the companies. Only competitive companies can provide secure jobs. Training is particularly important for companies' adaptability and competitiveness.

Development of and investment in employee competence shall be based on the company's needs and shall reflect societal development in terms of changed business models as a result of increased international competition, new technology, increased efficiency requirements and the climate and environment.

The parties have a joint responsibility to stimulate a culture of lifelong learning through dialogue and cooperation.

It is expected that the individual employee will develop and apply his/her competence in interaction with the employer.

Mapping

The future of the company will depend on arrangements being made for employees to have the right competence at the right time to meet the industry's development needs. The individual company has a responsibility to map and analyse the companies' current and future competence needs. Implementation of this work should, as far as possible, take place in co-operation between the local parties.

Mapping of the company's competence needs shall cover all employee groups and should be carried out regularly.

Competence development

The company and the individual have a responsibility, individually and jointly, to attend to competence development. This can happen through e.g. the daily work, through the use of internal and external courses, self-study and conferences. Competence measures should be documented to the extent possible.

A dialogue is encouraged between the parties on specific goals for training and for building and maintaining competence in the company.

The company shall cover the costs of internal and external training measures that it implements. In the event of mandatory participation in competence-building courses and conferences outside of working hours but organised by the company/industry, the companies shall cover travel and subsistence costs as well as ordinary wages during the actual course/conference period.

By agreement, the company may in whole or in part also cover expenses on other relevant education. New flexible forms of training give companies and employees several methods to increase necessary competence.

HK and Virke shall individually and jointly contribute to increasing the number of apprentices. Employees should be encouraged to take certificates of apprenticeship in accordance with Section 3-5 of the Education Act. The parties should examine the possibility of completing vocational training during working hours.

The local parties have a responsibility to facilitate the implementation of the agreed competence development.

Training plans

Mapping of competence and competence requirements in the company forms the basis for regular updating of training plans. The company's plan for competence development, and the training plans should, as far as possible, be implemented in collaboration between the local parties.

The parties should agree on specific goals for training.

See also Supplementary Agreements I and VI to the Basic Agreement.

§ 19 EQUAL TREATMENT AND NON-DISCRIMINATION

19.1 By engaging in collaboration and discussions and providing information, the parties shall promote equality and prevent discrimination on grounds of gender, pregnancy, parental leave in connection with childbirth and adoption, caregiving responsibilities, ethnicity, religion, beliefs, disabilities, sexual orientation, gender identity and gender expression, or a combination of such grounds. The parties shall also seek to prevent workplace bullying, sexual harassment and gender-based violence.

19.2 The Parties agree that providing employees with working conditions and development opportunities conducive to more balanced gender distribution at all levels of the company

constitute a resource for working life. The parties agree that it is important to continue working on this both nationally and locally.

19.3 Company HR policies shall ensure equal treatment perspectives in respect of employment, pay grading, promotions and competence-building continuing and further education.

19.4 The employer shall be responsible for the company's statutory equality work, but both parties shall be responsible for taking the initiative in respect of matters relating to gender equality. During the collective wage agreement period, the local parties should discuss matters relating to equality and non-discrimination for the purpose of entering into a local equality agreement. In cases where local agreements are not entered into, equality work shall be incorporated into the established system for collaboration, information and discussions within the companies.

See also the Basic Agreement's Supplementary Agreement V - Framework Agreement on Promoting Equality and Preventing Discrimination at Work, the Activity Programme and the Norwegian Equality and Anti-Discrimination Act.

§ 20 THE COLLECTIVE AGREEMENT'S ENTRY INTO FORCE, DURATION AND WAGE ADJUSTMENTS

20.1 This collective agreement with appendices enters into force on 1 April 2022 and applies until 31 March 2024. The new minimum wage rates apply from 1 February 2022.

The agreement is automatically renewed for 1 year at a time if written notice from one of the parties has not been received within 2 months of the expiry date.

20.2 The new minimum wage scale from 1 April 2022 will be as follows:

Junior employees under age 16	NOK	19,241
Junior employees under age 18	NOK	19,728
Travel Industry pay grade 1	NOK	26,574
Travel Industry pay grade 2	NOK	26,712
Travel Industry pay grade 3	NOK	27,050
Travel Industry pay grade 4	NOK	36,013

Part-time and temporary employees shall be paid proportionate supplements.

Wages means the outgoing wages per month, i.e. total wages including any supplements such as commissions, bonuses, supplements according to the performance-related pay structure, company-internal supplements, personal supplements, seniority supplements or other forms of supplements in addition to the minimum wage rates, including personal wages. (Excluded from this are unsocial working hours supplements, shiftwork supplements and overtime supplements).

20.3 Supplements for evening, night and weekend work

Supplements for evening, night and weekend work are paid:

Monday to Friday:

After 6:00 pm: NOK 22/hour

After 9:00 pm: NOK 45/hour

Saturday:

After 6:00 pm: NOK 45/hour

After 3:00 pm: NOK 55/hour

After 6:00 pm: NOK 110/hour

Sunday:

Around the clock: NOK 110/hour

The rates changes apply with effect from 1 October 2020.

Employees with positions covered by Section 10-12 (1) and (2) of the Working Environment Act are not entitled to supplements for evening, night and weekend work.

Note:

No supplement shall be paid for hours for which overtime pay or shift allowance is paid.

20.4 Adjustment provisions for the second year of the agreement

Before the end of the first year of the agreement, negotiations shall take place between Virke and LO Norway, or the body authorised by LO Norway, regarding any wages adjustments for the second year of the agreement. The parties agree that the negotiations shall be conducted on the basis of the financial situation at the time of the negotiations and the outlook for the second year of the agreement, as well as price and wage trends during the first year of the agreement.

The changes in the collective agreements for the second year of the agreement will be considered in LO's Supervisory Board, or the body authorised by LO Norway, and by Virke.

If the parties fail to reach agreement, the organisation that has submitted claims can, within 14 (fourteen) days of the conclusion of the negotiations, terminate the individual collective agreements with 14 (fourteen) days' notice (but not to expire before 1 April 2023).

20.5 Implementation of wage adjustment as per 1 April 2022

- a) In wages supplements that are granted from 1 April 2022, it is permissible to take account of supplements that are granted as per 1 January 2022 or later. This does not apply to qualification supplements, pay supplements as a result of advancement on a payscale, or wages adjustments effected due to a changed or expanded work remit or because the person in question has taken over another position in the company.
- b) Wages are not adjusted for employees who have resigned/retired on the day of adoption or earlier.
- c) The supplements that follow from the wage adjustment on 1 April 2022 will not be payable to employees who take up their position after 31 March 2022, if their wages at least correspond to the wages that apply from 1 April 2022. The same applies when a collective agreement is established after 31 March 2022.
- d) The performance-related pay agreements for employees covered by this wage settlement are adjusted so that the total benefits with the same performance/effort increase in accordance with the general wages supplements.

Until an agreement on such adjustment has been reached, wage adjustment shall be implemented for supplements on fixed wages.

The parties also agree that the technical implementation of adjustment of performance-related pay agreements resulting from this wage agreement revision shall follow the same guidelines as laid down in the 1972 wage agreement revision between the Norwegian Employers' Confederation and LO Norway.

- e) No conversion and post-payment of remuneration shall be made for overtime and shift work, etc. or of allowances for unsocial working hours performed up to and including the date of adoption.
- f) The principles set out in the preceding section shall be followed correspondingly in the event of any wage adjustment on 1 April 2023.

20.6 Local negotiations

Local negotiations shall be conducted on the basis of the individual collective agreement, so that supplements are granted on the basis of the individual company's economic reality, i.e. the company's finances, productivity, future prospects and competitiveness.

Local negotiations shall be conducted between the local parties and must be substantive, regardless of which terms the agreements contain with regard to negotiations, discussions, assessments or the like.

20.7 The wage guarantee scheme

The wage development scheme agreed at the wage agreement revision in 1990 will be continued, but such that the National Collective Agreement's highest minimum wage rate measured on 1 February each year shall constitute 92% of the statistics level per counting date in the previous year calculated in an agreed manner.

Supplements that emerge from these calculations can, by agreement between the parties, be distributed over all minimum wage rates. The limit for any distribution is the amount arrived at according to the wording in the first paragraph. If the parties do not agree, it shall all be applied to the highest minimum wage rate.

Any supplements are granted with effect from 1 February of the same year.

This wage guarantee scheme applies during the period 1 April 2022 to 31 March 2024.

20.8 Pension

Virke and HK would like to emphasise the importance of the local parties reviewing the established company schemes once during each collective wage agreement period, as well as what these schemes offer in addition to the benefits provided by the National Insurance Scheme when employees reach retirement age and in the event of disability, etc., for each group of employees. Based on this review, the parties should discuss the need to make changes to the company schemes. Minutes shall be recorded of these talks.

JOINT STATEMENT

An open working life

HK Norway and Virke recognise the common challenges that lie in the fact that the service industries are labour-intensive and the need for labour is increasing.

It is therefore important that a secure and sound working environment is established, and that the management and shop stewards have a particular responsibility to contribute to this being open and inclusive. The parties acknowledge that it is necessary to actively oppose attitudes that may have a discriminatory effect due to race, skin colour, ethnic or national origin, political, religious or cultural views, or sexual orientation and form of cohabitation.

Oslo, 20 May 2022

Astrid Flesland /s/
Virke (The Federation of Norwegian
Enterprise)

Christopher Ray Beckham /s/
Norwegian Union of Commerce and
Office Employees (HK Norway)

Peggy Hessen Følsvik /s/
LO Norway

This agreement was approved electronically.

Appendix 1A. MINIMUM WAGE RATES FOR OFFICE AND WAREHOUSE EMPLOYEES

Junior employees under 16	NOK	19,241
Junior employees under 18	NOK	19,728
Travel Industry pay grade 1	NOK	26,574
Travel Industry pay grade 2	NOK	26,712
Travel Industry pay grade 3	NOK	27,050
Travel Industry pay grade 4	NOK	36,013

For paygrading and seniority calculation, see agreement provision Section 15.3.

Note:

No employees shall be reduced in salary by the introduction of a new Travel Industry pay grade 3.

Appendix 1B. AGREEMENT REGARDING JOB-ASSESSED MINIMUM WAGES

1. Introduction

- 1.1 The parties recommend that a job-assessed minimum wage be introduced in each company, when the local parties agree.
- 1.2 Agreements on the introduction and implementation of a job-assessed minimum rate of pay structure shall be established in accordance with the rules of the Basic Agreement.
- 1.3 This agreement contains recommended guidelines for the minimum rate of pay structure based on job assessment.

2. Main principles

- 2.1 The purpose of a job-assessed rate of pay structure is to find a basis for differentiating pay rates and amounts to ensure that remuneration is on an objective basis and with the fairest possible outcome.
- 2.2 A rate of pay structure based on job assessment should encourage the individual to qualify for promotion. Under such a system, therefore, it will often be natural for qualified employees within the company, under otherwise equal conditions, to be promoted to positions that become vacant in higher pay bands within the structure.

3. The procedure for establishing and revising the job-assessed minimum rate of pay structure

- 3.1 Proposals for the introduction of a job-assessed minimum wage can be submitted by each of the parties in the company.

After such a proposal has been made, it shall be discussed as soon as possible by the company management and the employees' shop stewards for the area in question.

A written agreement will be entered into if the parties agree to start work on establishing a basis for such a pay structure.

The organisations can request assistance in connection with the implementation of the work.

New agreements can be entered into with a trial period.

- 3.2 Job descriptions shall be prepared by the company management. For positions with the same work area, one description shall be prepared.

Before the company prepares such descriptions, it must have obtained the position holders' own descriptions of the positions' content and scope.

- 3.3 The assessment system and the factors on which it is to be based shall be agreed between the parties in the company.

4. Pay-grading committee (Stillingsinnplasseringsutvalg (SPU))

- 4.1** The assessment will be conducted by a pay-grading committee (SPU) with the same number of members from the company's management and the employees. The committee should consist of two people with a deputy representative from each of the parties.

The SPU's task is to analyse job descriptions and determine placements in wage groups.

The SPU may, for the department being assessed, supplement itself with the relevant supervisor and a representative of the employees.

The members are entitled to receive their normal wages for the time spent working on the SPU.

For practical reasons, it is recommended that one of the management's representatives in the committee acts as the leader of its work. The manager shall establish the work programme for the SPU and ensure that the plan is followed.

- 4.2** The SPU shall base its assessment on the job descriptions, observation of the individual job in the workplace and any interviews with employees and supervisors in the department.

Opportunities for working environment and productivity improvements that are identified during the job description work, and which can be implemented quickly, should preferably be implemented before the relevant position is finally assessed.

Factors that are emphasised in the grading of the various positions might be the positions':

- Scope, degree of difficulty and responsibility
- Requirements for leadership of others
- Requirements for education
- Requirements for experience
- Requirements for professional insight
- Requirements for planning and independence in the work

The shop stewards must have updated copies of the job descriptions and assessments at all times.

The individual employee can, if desired, be made aware of the assessment of their work.

- 4.3** If there is agreement within the SPU on the grading of a position/position category, this will be binding.

If no agreement is reached in the committee on the result of the assessment of one or more positions, these must be reassessed. This should only be done when the placement of the other positions has been completed.

If there is still disagreement in the committee, local negotiations will be resumed. If no agreement is reached in this forum either, the case can be brought for union consideration by two representatives from each side.

4.4 When the work on job payscale grading has been completed, the SPU will continue to meet in order to:

- Assess new positions
- Review previous assessments
- Reassess positions that have changed

4.5 Any change in the grading of one or more positions must be performed by the SPU. The negotiating parties at the company cannot make any change to assessments.

If a position is changed so that the job description is no longer correct, this must be corrected and submitted to the SPU. If there is a new assessment result, this shall be converted into a wages group in the usual way.

Positions that may have changed during the period shall be graded by the SPU in the payroll system with retroactive effect and from the time the position was changed.

4.6 Determination of wage rates (Section 5) and assessment of personal supplements (Section 6) do not fall within the SPU remit.

5. Determination of minimum wage rates

5.1 When grading of the positions in pay bands has been completed, minimum rates of pay shall be determined for the various bands, possibly with a pay incrementation scale (seniority scale) for each pay band based on e.g. the employees' pay seniority or period of employment.

The number of pay bands and minimum rates of pay for each of them may vary from company to company.

5.2 Determination of the number of pay bands and the pay incrementation system (seniority advancement structure) to be followed occurs after negotiations between the company management and the shop stewards.

5.3 Determination of the minimum wage rates is performed by and in the individual company after the shop stewards have presented their views on:

- the wages level in the company based on local and industry conditions, the company's finances and competitiveness, and
- the relative wages level for the various job categories in the company.

The shop stewards can present the company with a complete proposal with rates and any wages development scales.

5.4 If the negotiations on the number of wage groups and wage development system do not lead to an agreement, or if the company's determination of minimum wage rates is not accepted by the employees, the existing wage scheme in the company shall be maintained.

6. Determination of personal supplements

A job-assessed minimum rate of pay structure presupposes a personal pay assessment for each employee. This assessment shall take account of skill, initiative and usefulness. In other respects, the provisions on the determination of personal supplements in the relevant wage agreement shall apply.

Conditions that refer to positions have been taken into account in the job placement in wages groups.

7. Agreement on job-assessed minimum wages

7.1 Company-based agreements established with the model as a basis that Virke and HK agree on shall be sent to the unions for notification. In other cases, agreements in accordance with Section 12.4 of the National Collective Agreement shall be sent to the organisations for approval.

7.2 If the parties, possibly with the participation of the organisations, do not agree on a new agreement to replace one that has been terminated, the customary provisions of the wage agreement shall be followed.

7.3 The rates in the pay structure shall be updated in accordance with the provisions laid down in wage agreement revisions, including supplements arising from the rate of pay guarantee scheme.

8. Disputes

Disputes concerning the interpretation of this agreement and local agreements on job-assessed minimum rate of pay structures that are not resolved through negotiations between the organisations shall be resolved in accordance with the ordinary dispute mechanisms in the Basic Agreement's Ch. III.

Appendix 1C. AGREEMENT ON PERFORMANCE-RELATED PAY

1. Introduction

- 1.1** The parties recommend that rate of pay structures be introduced in the individual companies, where a proportion of total pay is based on how well work is performed (performance-related pay) when the local parties agree to it.

Corporate agreements on the introduction and practice of performance-related pay shall be established in accordance with the rules on special agreements in the Basic Agreement.

- 1.2** The term "performance-related pay" in the following sections refers to systems where the size of a share of total pay depends on employee performance at work.

- 1.3** This agreement contains guidelines for performance-related pay structures and does not include individual reward schemes.

The purpose of this supplementary agreement is to ensure that the structures that are introduced and are in use are based on principles that the organisations have accepted.

2. Main principles

- 2.1** Performance-related pay can only be introduced and practised when the parties in the companies agree on it.
- 2.2** The performance-related pay structure shall be based on conditions that it is possible to influence for employees covered by the scheme.
- 2.3** In the organisations' opinion, performance-related pay will be a natural supplement to the job-assessed minimum wage.

3. The procedure for introducing and changing performance-related pay

- 3.1** Proposals for the introduction of performance-related pay can be submitted by each of the parties in the company.

After such a proposal has been made, it shall be discussed as soon as possible by the company management and the employees' shop stewards for the area in question.

A written agreement will be entered into if the parties in the company agree to start work on establishing a basis for the evaluation of such a rate of pay structure. The organisations can request assistance in connection with starting and implementing the work.

4. Recommended content in a performance-related pay structure

- 4.1** Performance-related pay should include as many of the company's employees as possible, and as a general rule be group-based. In some cases, especially if there are relatively few employees in the company, it will be convenient to have only one group.
- 4.2** In order to achieve the objective of the system, the calculation periods should be as short as possible.

- 4.3** When distributing the performance-related pay achieved to individual employees in a group, one can e.g. implement the distribution according to the time each individual employee has worked during the period.
- 4.4** Provisions should be included in the company-wide agreements about, and possibly in what way, new employees for shorter periods shall be entitled to a share of the performance-related pay earned for the group.
- 4.5** In agreements where the company's turnover is important for the payroll system, it should be considered when drawing up the agreement whether certain forms of turnover are to be treated in a special way, e.g. credit sales, sales of larger quantities, sales with price reductions, etc.
- 4.6** In companies with multiple performance pay groups, provisions should be made for how to process short-term transfers from one group to another.
- 4.7** As a general rule, performance-related pay should be disbursed as soon as possible after the end of the period.

In cases where relatively long calculation periods must necessarily be used for the final settlement of the performance-related pay achieved, the aim should be to make preliminary settlements.

- 4.8** The agreement should contain provisions on access to revision of the technical basis, without it being necessary to terminate the agreement.

It is a prerequisite that not every change in the terms of the agreement shall entail a requirement to adjust the basis of the agreement.

5. Agreements on performance-related pay

- 5.1** Company-based agreements established according to the principles agreed between Virke and LO Norway shall be sent to the organisations for notification purposes.

In other cases, agreements shall be sent to the organisations for approval.

- 5.2** Upon introduction of performance-related pay, a written agreement shall be established showing the system's design and operation. Furthermore, the period of validity, the notice period and adjustment factors etc. shall be specified. New agreements can be entered into with a trial period.
- 5.3** If, possibly after the participation of the organisations, the parties in the company are unable to agree on a new agreement to replace one that has been terminated, the usual provisions of the current wage agreement shall be followed.
- 5.4** The rates, etc. set out in the pay structure regulated according to the provisions laid down in collective agreement revisions, including supplements that follow from wage development schemes.
- 5.5** In cases where wages are to be paid during military service, gross tariff wages (including any personal supplements) shall be used as the basis, excluding performance-related pay supplements.

The same applies when calculating overtime pay.

This also applies to payment for movable public holidays and for 1 and 17 May, when these fall on days that would otherwise have been worked by the employee in question.

- 5.6.** When introducing performance-related pay, it is permissible to agree on systems that assume that part of the pay covered by a wage agreement (minimum wage rate plus personal supplements) is made moveable.

In that case, the average total wages per month over a period agreed in each case shall not be lower than the wages the employees would have received without performance-related pay (i.e., tariff wages).

6. Disputes

- 6.1** Disputes concerning the interpretation of this agreement and local agreements on performance-related pay that are not resolved through negotiations between the organisations shall be resolved in accordance with the ordinary dispute mechanisms in the Basic Agreement's Ch. III.

Appendix 1D. JOB-ASSESSED GUARANTEED MINIMUM PAY STRUCTURE

1. General provisions

The pay structure for the industrial agreement is a job-based guaranteed minimum rate of pay structure. The structure consists of five pay bands.

Junior employees under the age of 16 have guaranteed minimum rates of pay by age.

Junior employees under the age of 18 have guaranteed minimum rates of pay by age.

Pay bands 1 – 4 have guaranteed minimum rates of pay according to pay seniority up to and including Travel Industry pay grade 4.

Pay band 5 does not have guaranteed minimum rates of pay, and salary determination is based on individual assessment.

2. Pay grading

Each individual position shall be reviewed and placed in the pay structure according to job and competence criteria in accordance with the guaranteed rate of pay structure.

3. The individual job holder's pay

Each job holder's pay is determined as follows:

1. The job holder's pay seniority.
2. Factors that may affect the individual's pay beyond the pay structure's guaranteed rate of pay.

Pay band	Content of the position and competence requirements	Monthly salary pay grade	Monthly salary pay grade	Monthly salary pay grade	Monthly salary pay grade	Monthly salary pay grade	Monthly salary pay grade
	Junior employees under 16	19,241					
	Junior employees under 18	19,728					
1	Work tasks are routine and governed by clear rules	26,574 1	26,712 2	27,050 3	36,013 4		
2.	Tasks are largely assigned through defined frameworks, and separate assessments occur. <i>Qualification requirements:</i> <i>- Up to three years' further education</i>	26,712 2	27,050 3	36,013 4			
3.	Tasks are to some extent assigned through established guidelines/established practice, independent assessments are necessary. <i>Qualification requirements:</i> <i>- Vocationally relevant certificate of apprenticeship</i> <i>- Up to two years' tertiary education</i>	27,050 3	36,013 4				
4.	Tasks are based on given goals and results, independent assessments and problem solving are necessary. <i>Qualification requirements:</i> <i>- Up to three years' tertiary education</i>	36,013 4					
5.	Managerial positions and positions requiring specialist expertise. Includes managerial and executive positions with responsibility for results and particularly independent positions within a specialist area. <i>Qualification requirements:</i> <i>More than three years' tertiary education</i>						

For all bands, the qualifications can also be from acquired training/work experience

Appendix 2A. WAGE PROVISIONS FOR SKILLED WORKERS

<u>Minimum wage rate for skilled workers:</u>		<u>Per month</u>
1st year as a skilled worker:	Travel Industry pay grade 4	NOK 36,013
2nd year as a skilled worker:	NOK 1,544/month above Travel Industry pay grade 4 (NOK 9.50/hour)	NOK 37,557

Skilled workers according to Section 3-5 with less than 6 years' pay seniority at the final vocational test shall be paid according to the rate for the first year as a skilled worker.

Skilled workers according to Section 3.5 with 6 years' pay seniority from before shall be paid according to the rate for the second year as a skilled worker.

<u>Wages as a skilled worker from a 3-year vocational school:</u>		<u>Per month</u>
1st year as a skilled worker:	Travel Industry pay grade 2	NOK 26,712
2nd year as a skilled worker:	Travel Industry pay grade 4	NOK 36,013
3rd year as a skilled worker:	NOK 1,544/month above Travel Industry pay grade 4 (NOK 9.50/hour)	NOK 37,557

For employees who are skilled workers, and who have a responsibility supplement in accordance with Section 15.6, paragraph 7, the skilled worker supplement (NOK 9.50/hour) shall be granted in full.

Personal supplements and seniority supplements awarded on the basis of acquired work-experience qualifications may be reevaluated by the employer when the employee is granted the skilled worker supplement.

Note:

It is recommended that the employer and employee clarify the status of any personal supplements, based on acquired work-experience qualifications, before the process of preparing for the final vocational test begins.

The parties agree that the rate of pay for the first year as a skilled worker shall always correspond to Travel Industry pay grade 4, and that the 2nd year as a skilled worker shall be NOK 1,544 higher than Travel Industry pay grade 4.

Section 3-5 Candidate for experience-based trade certification – Coverage of expenses

For those employees who wish to take a final vocational test pursuant to Section 3-5 of the Education Act, the company shall cover expenses on textbooks and fees for the final vocational test.

The company shall pay ordinary wages for the final vocational test.

A certificate of apprenticeship supplement shall be paid from the 1st of the month after passing the trade exam.

Appendix 2B. WAGE PROVISIONS FOR APPRENTICES

1. Apprentices with the right to upper secondary education, and who follow the main model with 2 years in upper secondary school before the apprenticeship, shall be paid according to the following scale:

3rd year: 40% of the pay rate for the 1st year as a skilled worker

4th year: 60% of the pay rate for the 1st year as a skilled worker

Apprentices with the right to upper secondary education, who complete a 3-year apprenticeship after 1 year in upper secondary school, shall be paid according to the following scale:

2nd year: 40% of the pay rate for the 1st year as a skilled worker

3rd year: 50% of the pay rate for the 1st year as a skilled worker

4th year: 60% of the wage rate for the 1st year as a skilled worker

Apprentices with the right to upper secondary education who complete a 4-year apprenticeship shall be paid according to the following scale:

1st year: 35% of the pay rate for the 1st year as a skilled worker.

2nd year: 45% of the pay rate for the 1st year as a skilled worker.

3rd year: 55% of the wage rate for the 1st year as a skilled worker.

4th year: 65% of the pay rate for the 1st year as a skilled worker.

Minutes entry:

All the rates are calculated based on the actual position percentage in the company.

2. The parties agree that apprentices who do not pass a final vocational test may take a new final vocational test in accordance with the regulations under Section 3-62 of the Education Act. The parties request the companies to enter into such a voluntary agreement between the apprenticeship company and the apprentice for an extended apprenticeship so that a new test can be taken.

During periods without school attendance, the apprentices have a duty to work and the company has a duty to train, within the provisions that apply to the number of working hours in the National Collective Agreement. As far as possible, apprentices under the age of 18 shall be given a summer holiday at the same time as their superior(s).

For apprentices, the calculation basis for the overtime supplement is grade 1 of the minimum pay rate.

3. **TEACHING MATERIALS AND TAKING EXAMS**

The company covers the costs of materials in connection with training in the company. The company shall pay ordinary wages for the final vocational test.

Appendix 3. SHORT-TERM COMPASSIONATE LEAVE

In those companies that do not have similar or better schemes, the following provisions shall apply to short-term compassionate leave:

The agreement shall cover at least the following cases of compassionate leave:

1. The employee is entitled to a total of up to 3 days' leave of absence, paid with ordinary wages, in the event of the death of an immediate family member, and for the funeral arrangements.

Immediate family means persons who are closely related to the employee, such as a spouse/registered partner, cohabitant, co-parent, child, stepchild, sibling, parent, parent-in-law, grandparent or grandchild.

Leave of absence for the funeral of an employee, such that the employees in his/her department may be represented.

2. Leave of absence for an examination, treatment and check-up by a dentist, doctor or healthcare provider who can issue a doctor's note, and further treatment on their advice. This relates to cases where it is not possible to obtain an appointment outside of working hours. In some cases, the employee may also have to travel far. Such cases are not covered by the provisions, which apply only to short-term compassionate leave. In the latter cases, the employee will usually be on sick leave.

3. Leave due to acute illness in the home.

This refers to acute illness in the home, provided that other means of assistance are not available, and the employee's presence in the home is essential. The provisions for short-term leave of absence also apply here in order that the employee can make other arrangements.

4. Leave of absence for a spouse/registered partner or cohabitant when necessary in connection with childbirth.
5. Leave of absence when moving to a new permanent (registered in the National Registry) dwelling.
6. Leave of absence in the event of a special summons during working hours in connection with blood donation.
7. Leave of absence for own wedding/entering into own partnership.
8. Leave of absence for the draft board.
9. When it is required to accompany children the first time they start preschool and/or primary school, the employee is entitled to up to 2 days' paid leave of absence.

Furthermore, the right to paid leave is granted for 1 day per child per year, even if the employee has already exercised the right to paid leave for 2 days in the same year according to the above rule in the following case:

When, due to special circumstances and following a recommendation from a daycare centre or school, further follow-up from a parent is required, as well as when a child changes preschool/school.

10. Leave of absence when parents are called to a parent-teacher meeting in primary school, and this cannot be scheduled outside of working hours. Such leave of absence is granted for up to two hours. The need for leave must be notified no later than two weeks before the date of the parent-teacher meeting.
11. Leave of absence for planning days in kindergarten, after-school activities and early primary school. The leave of absence is unpaid and will only be granted if it does not entail significant inconvenience for the company.
12. Leave of absence for the remainder of the working day in cases where the employee must leave work due to illness.
13. Women who breastfeed are entitled to the time required for that reason, and at least half an hour twice a day, or she can demand that her working hours are reduced by up to one hour per day. Payment for this is limited to a maximum of 1 hour per day. The scheme ends when the child reaches 1 year of age.

General provisions

A cohabitant is equated with a spouse/registered partner. A cohabitant is a person who has had the same residence as the employee for at least 2 years (registered in the population register) or who has the same residence and joint children with an employee.

The parties at each company will reach a more detailed agreement regarding guidelines for practising the compassionate leave scheme.

Unless otherwise expressly stated in the individual provision above, compassionate leave is granted for the necessary time up to one day's duration and paid with ordinary pay.

The provisions in this appendix on paid leave of absence apply for up to 10/12 days, depending on whether the employee has a 5 or 6-day working week.

Appendix 4. AGREEMENT ON NEW CONTRACTUAL EARLY RETIREMENT PENSION (AFP) SCHEME

I. Introduction

The Contractual Early Retirement Pension (AFP) scheme was established in connection with the wage settlement in 1988. The purpose was to give employees in collective bargaining companies the option, according to more detailed rules, to retire with an early retirement pension before reaching retirement age according to the National Insurance scheme.

The Storting's (the Norwegian Parliament) decision on a new retirement pension in the National Insurance scheme from 2010 (postponed until 2011) required that other parts of the pension system were adapted to the new reform.

Against this background, LO and NHO in the collective bargaining agreement in 2008 agreed that the then AFP scheme should be replaced by a new AFP scheme aligned with the regulations on the new old age pension under the National Insurance scheme.

The parties have based their decision on the Government's position that AFP would be continued in the form of a neutral lifelong supplement to the old age pension in the National Insurance scheme. The optional withdrawal date is generally from the age of 62, and the monthly pension payments are reduced for early withdrawals and increase for later withdrawals. The new AFP scheme can be combined with earned income without the AFP pension being reduced. With such a design, AFP will, together with a new retirement pension in the National Insurance scheme, contribute to achieving the key goals of the pension reform.

The state provides ongoing subsidies related to the AFP scheme to the employees/pensioners, corresponding to half of the benefit from the employers, excluding expenses for the compensation supplement, which is fully financed by the state.

II. Statutes

This agreement does not regulate in detail all the conditions, rights and obligations related to AFP. These are determined through the scheme's statutes, which are in turn determined by the board of the Joint Scheme for the AFP scheme, and which are approved by the Ministry of Labour and Social Affairs pursuant to the AFP Supplementary Act of 2010.

Detailed rules for both the original AFP and the new AFP scheme are laid down in these statutes. Relevant companies must at all times keep up to date with regard to the duties incumbent on the company. The statutes also lay down special rules that may mean that the individual employee is not entitled to AFP.

The statutes in force at any given time are published at www.afp.no.

III. Original AFP scheme

The original AFP was granted to employees who had submitted an application for such a pension by 31 December 2010, and who met the conditions on the effective date. The latest effective date for the original AFP was 1 December 2010. The original AFP runs until and including the month in which the pension recipient turns 67 years old.

Anyone who has started withdrawing the original AFP (in whole or in part) cannot subsequently demand withdrawal of a new AFP.

IV. New AFP scheme

The new AFP is granted to employees born in 1944 or later and who were granted AFP with effect from 1 January 2011. The scheme is established as a joint scheme in the private sector.

Before the age of 70, the new AFP may be taken out together with a retirement pension from the National Insurance scheme.

V. Conditions for obtaining a new AFP (Main points, refer also to the statutes)

In order to obtain a new AFP, the employee must have been employed and an actual employee in a company covered by the scheme at the time of retirement and for the last three years before this date.

At the time of retirement, the employee must also have a pensionable income that, converted to annual income, exceeds the applicable basic amount in the National Insurance scheme, and have had an income above the average basic amount in the preceding income year.

Furthermore, an employee born in 1955 or later, must have been covered by the scheme by virtue of employment for at least 7 of the last 9 years before reaching the age of 62 (the seniority period), in one or more companies that were members of the Joint Scheme at the time the seniority was accrued. 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 figures are increased by one year for each year they were born after 1951. During the seniority period, the employment relationship must have been the employee's main occupation and have given the employee a pensionable income that is higher than the employee's other incomes.

See also the statutes (www.afp.no) regarding special provisions on employment fractions, illness, temporary redundancy, leave of absence, employer's bankruptcy, other income, other occupational pension received, stand-by wages, ownership interest in the company, ownership interest in other business etc.

An employee who has a lower retirement age or age limit than 62 years cannot be covered by the scheme.

VI. Pension levels under the new AFP scheme

AFP is calculated at 0.314% of annual pensionable income up to and including the calendar year in which the employee turned 61, and up to a maximum limit of 7.1 G (the National Insurance basis amount). Pensionable income is determined in the same way as when calculating income pension in the National Insurance retirement pension.

AFP is paid as a lifelong supplement to the old age pension.

AFP is designed neutrally, so that it increases for later retirement. AFP does not further increase for retirement after 70 years of age. The same life expectancy adjustment as for retirement pension from the National Insurance scheme is used when calculating AFP.

Earned income can be combined with AFP and the old age pension from the National Insurance scheme, without any reduction in any of the benefits.

AFP is adjusted in the same way as income pension in a new retirement pension in the National Insurance scheme, during both accrual and payment.

VII. The new AFP scheme is financed as follows:

The costs of AFP are financed by the companies, or parts of the companies, which are or have been affiliated to the Joint Scheme, and by the state making a contribution related to the individual pensioner.

The state disburses subsidies to AFP. Until 31 December 2010, the provisions of Act no. 110 of 23 December 1988 were applicable, and from 1 January 2011 the provisions of the AFP Subsidies Act.

Compensation supplements to the new AFP are covered entirely by the state.

The companies pay a premium to the Joint Scheme to cover the part of the expenses that is not covered by the state subsidy. Further provisions on premium payments are laid down in the statutes of the Joint Scheme for AFP scheme and in the decisions of the board of the Joint Scheme.

In the period 2011 to 2015, there will be people who receive the original AFP, and during this period, companies that were part of the original AFP scheme will have to pay a premium to this, as well as an excess for their own employees who have taken out the original AFP. Premiums and excesses are determined by the board of the Joint Scheme.

The companies must pay a premium for the new AFP for employees and others who have received wages and other remuneration that is reported under code 111-A in the Directorate of Taxes' code list. The premium rate is determined by the board of the Joint Scheme. The premium shall constitute a percentage of the total payments from the entity pursuant to the company's reporting on code 111-A. The entity shall only pay premiums on that portion of the payments to the individual in the preceding income year that is between 1 and 7.1 times the average National Insurance basic amount.

Premiums are paid for up to and including the year that the member of the scheme turns 61 years of age. The premium shall be paid quarterly.

VIII.

In addition to collective bargaining member companies in Virke, the agreement shall also be applied to companies outside Virke that have a collective agreement with unions affiliated to LO Norway or YS (Confederation of Vocational Unions) .

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Articles of association are also available by contacting the HK national office or Virke.

Appendix 5. EARLY RETIREMENT PENSION SUPPLEMENT SCHEME

between

The Norwegian Confederation of Trade Unions (LO Norway) and the Confederation of Vocational Unions (YS)

§2 Background and objective

In the 2018 collective bargaining agreement, NHO (Confederation of Norwegian Enterprise), LO Norway and YS agreed that the Unemployment Compensation Agreement between NHO and LO should be terminated and that disposable capital in the Unemployment Compensation Scheme should be transferred to a new early retirement scheme established by LO Norway and YS (the Early Retirement Pension Supplement Scheme).

The purpose of the Early Retirement Pension Supplement Scheme shall be to provide an extra benefit to those who upon retirement draw AFP at the age of 62, 63 or 64, without concurrently receiving earned income.

This protocol (the Early Retirement Pension Supplement Annex) replaces the protocol from the 2018 settlement.

§3 Establishment

The Early Retirement Pension Supplement Scheme was established between LO Norway and YS as a separate legal entity. The Scheme is only liable for its own obligations. Through the establishment of this Scheme, LO Norway and YS will fulfil their collective bargaining agreement obligation pursuant to Section 3.

LO Norway and YS will agree, within the framework of this appendix, on the specific rights and obligations for the individual employee vis-à-vis the Early Retirement Pension Supplement Scheme.

The regulations governing the Early Retirement Pension Supplement Scheme at any given time are available on its dedicated website; see www.sliterordningen.no.

The Early Retirement Pension Supplement Scheme was established with effect from 01.01.2019. The Scheme can delegate the administration, in whole or in part, to the Joint Scheme.

From the same date, the Unemployment Compensation Scheme will be closed for accepting new payments and the premium obligation will cease. The Early Retirement Scheme will continue until obligations entered into until 31.12.2018 have been paid.

The Scheme shall inform NHO of the changes made to the regulations related to the Scheme.

§4 Collective agreements with Early Retirement Pension Supplement Annex

LO Norway and YS shall incorporate the Early Retirement Pension Supplement Annex in all collective agreements with AFP entered into with NHO. LO and YS shall offer the Early Retirement Pension Supplement Annex unamended for all collective agreements with AFP that they have with Virke, Arbeiderbevegelsens Arbeidsgiverforening (AAF), Arbeidsgiverorganisasjonen for samvirkeforetak (SAMFO), Arbeidssamvirkenes Landsforening (ASVL), Glass- og fasadeforeningen (GF), Maskinentreprenørens Forbund (MEF), the Norwegian Truck Owners Federation (NLF), the Norwegian Shipowners' Association (NR) and KA Arbeidsgiverorganisasjon for kirkelige virksomhet.

The Early Retirement Pension Supplement Annex may, with the consent of the Early Retirement Pension Supplement Scheme, be incorporated unamended in collective agreements entered into between other collective bargaining organisations than those listed in the first section when the agreement is included on the AFP list. If the collective agreement had the AFP appendix on 31.12.2018, consent must be given.

In the private sector, LO and YS must include the Early Retirement Pension Supplement Annex unamended in all direct agreements with AFP. This does not apply if another similar early retirement scheme has already been applied in the company. A company that has been signed up to another early retirement scheme by direct agreement may not be affiliated later with the Early Retirement Pension Supplement Scheme by direct agreement.

The exceptions for AFP coverage and affiliation apply correspondingly to the Early Retirement Pension Supplement Scheme.

§5 Individual requirements

Early Retirement Pension Supplements are payable to an employee born in 1957 or later, and are conditional on the employee

- being granted AFP from the Joint Scheme for AFP,
- at the time of drawing AFP being employed in a company enrolled in the Early Retirement Pension Supplement Scheme, and
- having had an average income not exceeding 7.1 times the National Insurance basic amount for the last three calendar years before receiving the benefit.

After drawing the Early Retirement Pension Supplement, a gross annual income of up to NOK 15,000 is permitted. A higher income means that the Early Retirement Pension Supplement will lapse entirely and that a new Early Retirement Pension Supplement cannot be awarded.

The Early Retirement Pension Supplement Scheme can adopt rules concerning what is meant by average income and what is meant by gross annual income, and can also adjust the income limit of NOK 15,000.

For the current rules for the right to an Early Retirement Pension Supplement, see the website of the Early Retirement Pension Supplement Scheme www.sliterordningen.no.

§6 Benefits

The full benefit corresponds to 0.25 G (basic amount in the National Insurance scheme) per year for persons born in 1963 or later. The benefit is graded as follows:

- When withdrawing at the age of 62, you receive the full benefit.
- When withdrawing at the age of 63, you get 2/3 of the full benefit.
- When withdrawing at the age of 64, you get 1/3 of the full benefit.

When withdrawing at the age of 65, no benefit is payable.

Persons born in 1957 receive 1/7 of the benefits mentioned in the first paragraph and those born later receive an additional 1/7 of the benefits for each year-group up to those born in 1963.

The benefit ceases upon death or at the age of 80.

The benefits are adjusted in the same way as current payments from the National Insurance scheme and AFP.

§7 Financing

The Scheme is financed by capital transferred to the Scheme from the Unemployment Compensation Scheme, premiums from the companies and returns on the funds.

The companies shall pay premiums from 01.01.2019 up to and including 31.12.2023. The premium rates shall be equal to the rates that applied to the Unemployment Compensation Scheme on 31.12.2018. As of 01.01.2019, there will no longer be premiums paid to the Unemployment Compensation Scheme.

Premiums are calculated on the basis of the number of employees in the company that are covered by the Early Retirement Pension Supplement Scheme. The premium rates per month are:

Working hours per week	Premium rates per month (13-67 years of age)
0–19 hours	NOK 12
20–29 hours	NOK 16
More than 30 hours	NOK 20

The Scheme lays down detailed rules on the calculation and collection of premiums. The parties agree that the quarterly premium should be converted so that it is calculated on the basis of the number of employees at the end of each month in the previous quarter.

The companies or NHO are not responsible for the liabilities of the Scheme.

§8 Change and liquidation

If the AFP scheme is changed and this affects the right to receive an early retirement pension supplement, the Early Retirement Pension Supplement Scheme shall consider necessary changes, including the requirement for a longer period of membership in the Norwegian National Insurance Scheme.

LO and YS shall continuously evaluate the Early Retirement Pension Supplement Scheme and assess its financial sustainability. Should it prove necessary to safeguard the solvency of the Scheme, LO and YS may agree between themselves to make the necessary changes that deviate from the provisions of the Annex regarding the right to receive benefits and the size of the benefits.

From the time the finances dictate that the Scheme should not incur further obligations, LO and YS may decide that new early retirement pension supplements will no longer be awarded.

The Scheme shall be discontinued after the last payment of early retirement pension supplement.

Funds remaining after all obligations have been covered shall be returned to those who were the parties to the Unemployment Compensation Scheme (NHO and LO) and shall be used for a related purpose determined jointly by those parties. It is assumed that NHO and LO, in consultation with YS, find solutions regarding the use of the funds that proportionately take into account that other collective bargaining domains have also contributed to the finances of the Unemployment Compensation Scheme and the Early Retirement Pension Supplement Scheme.

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

Oslo, 1 April 2019

Hans-Christian Gabrielsen
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Ole Erik Almlid
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Appendix 6. HOLIDAYS

Introduction

It is a key task for the parties to improve the companies' competitiveness. With the introduction of more leisure time, it is therefore a clear prerequisite that companies are given opportunities to offset the competitive disadvantages that this entails with greater flexibility. The employees, for their part, will also have different needs for non-standard working time arrangements based on different phases of life, working and living situations, etc. Increased flexibility combined with the fifth week of holiday may contribute to reduced sickness absence rates and increased productivity.

A. Flexibility

- a) Where the parties locally agree to this, company-adapted schemes that go beyond the provisions of the collective agreement with regard to working hours and remuneration for this, may be implemented as a pilot scheme. Such schemes shall be submitted to the federation and national association for approval.
- b) It is permissible to calculate the average working hours in accordance with the rules in Section 10-5 of the Working Environment Act. The parties to the collective agreement can contribute to the establishment of such agreements.
- c) There may be individual needs for non-standard working time schemes, leisure preferences, etc. Such schemes shall be agreed with the individual or the shop stewards, for example, in the form of average calculated working hours or an hourly timekeeping scheme. Agreements entered into with the shop stewards take priority over individual agreements.

Note:

Agreed and approved pilot schemes shall not, however, weaken collectively agreed remuneration.

B. Contractual holidays

1. The extended holiday, 5 working days; see Section 15 of the Holidays Act, will be paid in advance by introducing the remaining part as a regulated scheme and is included as an appendix to all collective agreements.

Extra holidays of 6 working days for employees over 60 years of age are maintained; cf. the Holidays Act, Section 5 no. 2.

An employee may demand 5 working days off each calendar year; cf. the Holidays Act, Section 5 no. 1.

If the contractual holiday is split up, the employee can only demand time off for as many days as the person in question should normally work during a week.

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

2. Holiday pay is calculated in accordance with Section 10 of the Holidays Act.

In connection with the introduction of the fifth holiday week, the general percentage rate for holiday pay shall be 12% of the holiday pay basis; cf. the Holidays Act, Section 10 nos 2 and 3.

If the authorities decide to extend the number of holiday days in the Holidays Act, it is a prerequisite for the parties that the above figures are used as a holiday allowance for the corresponding period.

3. The employer determines the time of the contractual holiday after discussions with the shop stewards or the individual employee at the same time as the determination of the ordinary holiday.

The employee may demand to be notified of the determination of the contractual part of the holiday as early as possible and no later than two months before the taking of the holiday, unless special reasons prevent this.

4. An employee may demand holiday time in accordance with this provision, regardless of earning holiday pay.

If business is completely or partially suspended in connection with the taking of holidays, all the employees affected by the shut-down can be ordered to take holidays of the same length, regardless of their accrual of holiday pay.

5. An employee may demand that the contractual part of the holiday shall be given as a continuous period within the holiday year; cf. the Holidays Act, Section 7 no. 2 so that 1 week of continuous holiday is attained.

The main organisations encourage the parties to place the contractual holiday so that the requirement for productivity is addressed to the greatest possible extent, for example in connection with Ascension Thursday, Easter, and the Christmas and New Year weekend.

6. By written agreement between the company and the individual, the contractual holiday can be transferred in whole or in part to the next holiday year.
7. For shift workers, the contractual holiday shall be adapted locally, so that after full implementation, this amounts to 4 worked shifts.

Note:

Part-time employees who work 3 days or less per week can demand that the contractual holiday shall be placed during non-working periods.

Appendix 7. FRAMEWORK AGREEMENT FOR REMOTE WORKING

1. General provisions

This framework agreement is a supplement to the collective agreement that covers the main workplace, and must not impair the provisions of the current agreement.

Remote working must be compatible with the company's goals and can be included as a personnel policy incentive to increase the company's competitiveness and the parties' opportunity for flexibility and competence.

The conclusion of remote working agreements shall be on a voluntary basis. This means that neither the employer nor the employee can demand that remote working shall be established.

Employees who want to engage in remote working should be assessed on the basis of personal and professional aptitude. Remote work presupposes good organisation and well-coordinated work tasks.

The form of work places great demands on management, communication and structure.

The parties have chosen to regard remote working in the following way:

Income-generating work performed in a room that is geographically separated from the employer's workplace (office address), but which could also have been performed at the ordinary workplace.

As regards remote work, it is assumed that the provisions and regulations incorporated in the Norwegian Working Environment Act will be complied with as far as practically possible.

If the company prepares guidelines for remote working, these shall be discussed with shop stewards; cf. the Basic Agreement Ch. IV.

2. Definitions

By remote working, the parties mean:

- The remote working must have a scope of on average at least 1 day per week and a duration of at least 3 months.
- Remote working according to this framework agreement presupposes that there is an employment relationship between the employee and the employer (not an independent contractor relationship).
- Remote working shall be based on a written agreement between the employer and the employee

Remote working is another way of organizing work and can mainly be thought of as organized in the following ways:

- Home office, i.e. remote working is defined as paid work that takes place at the employee's home. At the home office, the remote worker uses an area in his own residence as a workplace
- Mobile remote working, i.e. the remote worker's work takes place in different geographical locations

- Remote work centre, i.e. an office community, where employees from different companies work under the same roof. They can share common resources such as meeting rooms, canteens, switchboards, copiers and IT systems.

3. Purpose

The purpose of the framework agreement is to regulate the employment relationship between the employer and the employee who establishes the remote work.

4. Employment relationships suitable for remote working

The parties recommend that remote working be used for permanent employment relationships. Remote work agreements for temporary employment should mainly be used if the work is of relatively long duration.

The parties agree that, as a general rule, no contract should be entered into for remote working for new appointments. This is because e.g. home offices should be established on the basis of trust between the local parties, something that is built up over time. Furthermore, it can be difficult to complete the trial period in a good way.

5. Relationship to ordinary workplace

The employee's professional and social connection to the ordinary workplace must be safeguarded and the necessary competence development ensured. The parties therefore recommend that remote working should mainly be combined with work at an ordinary workplace. If special circumstances so require and the parties deem it appropriate, it should nevertheless be possible to agree on periods during which the employee is only working remotely. In such cases, special measures should be established to ensure professional and social connection to the ordinary workplace during the period.

6. Terms and conditions when entering into an agreement

6.1 The Agreement

The agreement is entered into on the basis of Sections 14-5 and 14-6 of the Working Environment Act, as well as the Norwegian Regulations relating to Employees Working from their own Homes (the Norwegian Home Office Regulations) where this applies, and these come in addition to an ordinary employment contract. The parties thus have the opportunity to terminate the remote working agreement without terminating the ordinary employment contract.

6.2 Probationary period

It is recommended to establish a probationary period of 3 months when entering into an agreement. During the probationary period, the parties may terminate the agreement with notice of 14 days.

6.3 Period of notice

The parties may terminate the agreement with 1 month's notice after the end of the probationary period. After expiry of the fixed-term period, the employee returns to the ordinary workplace.

6.4 Collective agreement

The employee is covered by the collective agreement with special agreements that apply in the company, unless otherwise stated in the agreement.

6.5 Working hours

The employee follows the working hours in force in the company at any given time and which follow from laws and contractual agreements, unless otherwise agreed. Imposed overtime should only exceptionally be imposed during the period in which the employee performs remote working.

6.6 Liability and insurance

Employees are covered by the company's personnel insurance schemes in accordance with a collective agreement/special agreements. Occupational injury will only apply if the authorities define the injury as an occupational injury.

6.7 Safety rules

The employer is responsible for making the company's rules on administrative procedure, duty of confidentiality and proper storage of documents known to the remote working employee, and shall assess whether measures must be implemented to ensure compliance with the rules. The employee is obliged to follow these rules.

The employee is further obliged to comply with the rules that apply at the company at any given time concerning the use of computer equipment, electronic data processing and communication equipment.

6.8 Technical equipment

The workplace must be in compliance with the provisions and regulations of the Working Environment Act.

The employer is responsible for ensuring that the necessary equipment connected to the remote workplace is installed at the employee's premises. Furthermore, the employer must provide the necessary maintenance and service. It is assumed that the employee will be given training in equipment that is installed.

MODEL AGREEMENT ON REMOTE WORKING

Introduction:

This is an agreement that regulates the employee's working conditions during the performance of remote working. This agreement is a supplement to the ordinary employment contract. Conditions may not be agreed in this agreement that are contrary to law or systems of agreements.

An agreement has been entered into to create a remote workplace between

company:

and

employee:.....

Regarding the definition of remote working and remote workplaces, see the framework agreement on remote working. In this case, the following type of remote workplace is involved:

Home office.....

Mobile remote working

Remote Work Centre

Parties to the agreement:

Employee

Employee's name:.....

Address:.....

The company – and a detailed description of the remote workplace

The company's name:.....

Address:.....

New remote working address:

At the home office – indication of where in the home the work is to take place:

.....

What kind of work is to be performed as remote working:

.....

Duration:

An agreement on remote working has been entered into for the following period:

.....

The first three months of the remote working agreement are considered a trial period. During the trial period, each of the parties may terminate the remote working agreement with a mutual notice period of 14 days.

After the trial period, each of the parties can mutually terminate the remote working agreement with one month's notice.

If the remote working agreement has a fixed duration for a limited period, it terminates at this time without notice.

This agreement terminates automatically upon termination of the employment relationship in the company.

Working hours

The employee follows the normal working hours in the company with regard to length of work.

Regarding the time of performance of the work, refer to the agreement's clause on availability. The times stipulated here must follow the rules in law and systems of agreements on the placement of working hours. Refer in this context especially to the rules in the Working Environment Act on night work and work on Sundays and weekends.

With regard to the placement of working hours that are not fixed in time, it is assumed that the employee is free to place this at his/her own discretion.

Any overtime work must be approved by the employer in advance.

Availability:

The employee undertakes to be available within the following time periods at the remote workplace:

.....

The employee shall be available in the following way (e.g. telephone or mobile phone)

.....

The employee shall attend the ordinary workplace (the main workplace) during the following periods:

The employee is also obliged to be available outside of this time if the company so requires.

The switchboard must be informed by the company about which employees are working from home. The employee undertakes to notify any absence (illness, sick children, customer visits and the like) in accordance with current routines. The employer is responsible for ensuring that the remote employee's tasks are performed by others if this is required due to their absence.

Working environment:

Employers must ensure that the remote employees have a satisfactory working environment.

In this connection, it is a prerequisite that the employee's home is suitable for working from home from a work environment perspective. The employer is responsible for ensuring that any equipment and machines provided are not to the detriment of the employee. The employee, for their part, must follow issued instructions and observe the precautions necessary to prevent injuries and accidents.

It is the individual employee's responsibility that the home office is maintained and that it is clean and tidy.

Equipment:

The home office shall be equipped according to a fixed inventory.

The employer is responsible for normal costs related to the equipment that the remote worker uses and that the employer owns. The employer is also responsible for the costs of installing the equipment and for installing and maintaining it when needed, if the employee cannot perform these tasks themselves. In the event of significant operational problems, the employer must be notified and the equipment brought to the workplace for necessary correction.

The employee undertakes to treat the equipment properly. The employee also undertakes to return the equipment when the agreement terminates, or during leave of absence if this is required by the employer. The employee is not allowed to let others use the equipment without the consent of the employer.

Equipment owned by the employer and installed at the remote worker is as follows (inventory list):

.....

Duty of confidentiality:

The employee is obliged to ensure that the duty of confidentiality is complied with and that the company's ethical rules are also followed with respect to family and visitors who may gain access to the home office, including that material is stored and work is performed in a way that addresses these considerations.

Insurance:

Material:

The employer is responsible for insurance for all material provided. The equipment that the employee personally owns is assumed to be covered by the employee's own contents insurance.

Work injury

The employee is covered by the company's personnel insurance schemes, with the exception of occupational injury, which will only apply if the authorities define the injury as an occupational injury.

Appendix 8. EQUAL TREATMENT

From words to action – An action programme for gender equality

In the work to achieve gender equality, the main organisations LO and Virke have in recent years placed the main emphasis on letters of intent, brochure material and general information activities. There have been measures in the right direction to achieve the main objectives of equal pay for work of equal value and increased recruitment of women to all job levels in the companies.

Lack of equality is associated with culture and tradition. Such conditions can only be changed through painstaking development work. As a result of such a perspective, this is an action programme with a strong focus on cultural change through pro-activity.

Gender equality is not an area that can be considered in isolation. The work must be conducted at all levels and in all areas. Issues related to gender equality and equal pay for work of equal value are complex, and there must be a focus and emphasis on highlighting the totality of the issues. Against this background, the parties wish to specify:

- Successful gender equality presupposes a commitment among top management and strong participation from the shop stewards
- Gender equality is a management responsibility
- Gender equality initiatives should be integrated into normal work and followed up in established cooperation forums in the company
- The gender equality perspective shall be safeguarded in personnel policy in connection with employment, promotions and continuing and further education that contribute to higher qualifications

LO and Virke will take responsibility for bringing about change through action, both structurally and culturally, and during the tariff period they will set aside sufficient resources to carry out these activities:

Commitment to gender equality in companies

The parties want to map out the prevalence of gender equality agreements. The work will clarify what effect the establishment of gender equality agreements may have had on the gender equality efforts in the companies and whether the agreements have created increased activity in this area.

The work will start as soon as possible and will be completed by the end of the Basic Agreement period.

Company development

Successful company development requires that the gender equality aspect is addressed as an integral element. This is also a prerequisite for the company to be able to use its employees in an optimal way.

LO and Virke will discuss the possibilities of implementing projects for development work in the companies with particular emphasis on gender equality.

The gender equality perspective is also assumed to be integrated into the organisations' normal work within the individual subject areas.

Equal pay for equal work and work of equal value

Attempts will be made to map the wage conditions in companies associated with various collective agreement areas with regard to the principle of equal pay. The purpose is to identify any wage discrimination in the individual company. As part of this work, the parties must first find a common basis for assessing any pay differences between women and men.

The work will start as soon as possible and will be completed by the end of the Basic Agreement period.

Recruitment

Gender equality in companies presupposes a more even distribution of women and men at all levels.

Currently, the proportion of women is highest at the lowest levels. LO and Virke are therefore committed to working to ensure that companies, through conscious recruitment, establish a more even gender balance at all levels, as well as to increase the proportion of women on boards, management positions and skilled worker positions.

Women's career opportunities

Based on experience from ongoing projects, LO and Virke shall recommend suitable instruments to ensure that women and men are given equal career opportunities in professional and administrative positions.

Part-time employment

The proportion of women working part-time varies greatly between industries.

According to the Norwegian Technical Calculation Committee for Wage Settlements (TBU), the wage trend for the groups for which figures are available has been somewhat weaker for part-time employees than for full-time employees in the last 15-year period. One reason may be less promotion opportunities for part-time employees. Working part-time or taking maternity leave has been shown to have a negative effect on promotion opportunities.

The majority of part-time employees want extended working hours. The majority of part-time workers are women. Working outside of regular daytime hours is not uncommon. These factors can have an impact on careers and advancement in the company.

Through its participation in TBU, LO and Virke will contribute to all relevant aspects of part-time work being surveyed and assessed.

Work-family balance policy

LO and Virke will actively support a development towards men claiming a greater share of parental leave for child care. It is assumed that fathers are given an independent right to earn paternity leave. The parties undertake to study the consequences of a possible introduction of full wage compensation during illness up to 12 months and during statutory parental leave for child care.

Information

The parties shall increase the availability of information about work on gender equality in the companies. It will be considered in more detail how this can be done most effectively.

Financing – implementation

The measures that the parties have undertaken to carry out in this agreement may conceivably be financed jointly using, for example, funds from the OU Fund. The parties will further assess whether there is a need to link external expertise to the projects.

Appendix 9. CONTINUING AND FURTHER EDUCATION

Introduction

The Basic Agreement assumes that restructuring and more intense competition require strengthened competence development in the companies.

Competence development will therefore be an important focus area, and shall be addressed in collaboration between the company and the employees.

It is assumed that the company's need for competence development is seen in conjunction with the individual's need for influence over their own skills development.

VIRKE represents companies/enterprises of great importance for a successful joint initiative in this area, and the parties agree to follow up this work jointly with the authorities and other affected parties, so that the interests in this major area do not lag behind or suffer in relation to developments in other collective agreement domains, etc.

Training committee

In accordance with the assumptions in the Basic Agreement, issues related to competence development can be discussed and dealt with in the individual company committees; cf. Chapter IV of the Basic Agreement, Section 4-6. If the company does not have a company committee or the parties locally agree, the said issues can be dealt with by other established committees or by a dedicated training committee on which the parties are equally represented.

Competence development

The parties agree that the individual company must develop and maintain a systematic plan for competence development. The plan shall be based on an assessment of the competence requirements that are necessary to solve the tasks at the company, and shall describe the specific measures for competence development.

The competence plan should:

- be updated annually
- motivate professional development
- contain plans for the implementation of competence development measures for the individual employee
- The competence plan should facilitate the employees' competence development by taking a trade or journeyman's examination through the internship scheme; cf. Section 3 – 5 of the Education Act. In such cases, the company shall cover expenses for any course fees, training materials and examination fees.

Small and medium-sized businesses

In order for the work with competence development to be as appropriate as possible, including for small and medium-sized companies, new models should be developed for collaboration between several companies (cf. The training offices for the apprenticeship scheme).

Support for subsistence during educational leave

LO Norway and VIRKE refer to the action plan for competence from the collective bargaining agreement of 1998, the Arntsen Committee's D6 recommendation and the Ombudsman's white paper on the wage settlement of 1999.

All employees have been granted an individual right to educational leave by the law passed by Stortinget (the Norwegian Parliament) in 1999; cf. Section 12-11 of the Working Environment Act. The rights to educational leave ensure equal treatment of all employers and employees.

The responsibility to cover expenses on competence development for employees depends on the purpose of the individual measure:

- Education in line with the company's needs must be covered by the individual company (cf. Basic Agreement, additional agreement VI)
- Training based on the law on the right to educational leave must be financed by alternative means, for example, through the Norwegian State Educational Loan Fund (*Lånekassen*)

In order to ensure the integrity of a future system, the parties assume that the principles set out in the Basic Agreement, Additional Agreement IX, between LO Norway and VIRKE, are also made generally applicable; cf. the requirement for general application in the Action Plan of 1998.

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

1. Education for another subject area. This must be financed through schemes such as the Norwegian State Educational Loan Fund (*Lånekassen*)
2. Continuing and further education within the same subject area, but extraneous to the company's needs (cf. Basic Agreement, Supplementary Agreement VI). Responsibility for funding subsistence during leave for this group has not been clarified.

The parties agree that the establishment of subsistence support schemes for the category under item 2 through the collective bargaining agreements will impose unilateral burdens on companies bound by wage agreements. It must therefore be a prerequisite that any such scheme is based on equal rights and obligations for the entirety of the labour market, meaning both the private and public sector, and applicable to all employees and employers; cf. the requirement for general application in the Action Plan of 1998.

The parties therefore believe that development of the scheme must be achieved in an interaction between the social partners and the political authorities.

LO Norway and VIRKE agree that it must be investigated in more detail how support schemes for subsistence during educational leave; cf. item 2 above; can be designed. See the letter of 9 May 2000, from the Prime minister to the Ombudsman. The parties assume that Virke will be invited to participate in the investigation work that will be initiated in accordance with the above-mentioned letter.

Appendix 10. ROBBERY, ATTEMPTED ROBBERY, VIOLENCE OR THREATS OF VIOLENCE

1. The employer must map conditions in the work situation that may result in the employee being exposed to robbery, attempted robbery, violence or threats of violence. When planning, designing and carrying out the work, the employer must ensure an individual and overall assessment of conditions that may involve a risk of being exposed to robbery, attempted robbery, violence or threats of violence.

The risk assessment shall pay particular attention to:

- the organisation and arrangement of the work
 - where, when and in what situations an employee may be subjected to robbery and attempted robbery, violence or threat of violence
 - working alone
 - the scheduling and organisation of working hours
 - staffing
 - competence
 - design of the work premises and technical solutions
2. The employer, together with the shop stewards and safety representatives (cf. the Working Environment Act, Section 6-1 Duty to elect safety representatives), shall routinely evaluate the effect of implemented and planned preventive measures.
 3. In the event of robbery, attempted robbery, violence, assault or threats of violence, the employer must immediately ensure that the victim or victims receive the necessary protection and treatment with regard to the physical and mental stress that the incident may have caused.

Appendix 11. EMPLOYEES OF TEMPORARY EMPLOYMENT AGENCIES

The provisions in this appendix regulate matters in staffing companies/temporary employment agencies that are covered by this agreement; cf. **Section 1**.

1. Employees must have a written employment agreement in accordance with the provisions of the Working Environment Act.
2. For all assignments, a written assignment agreement shall be issued containing all relevant information about the nature, content and duration of the assignment.
3. Termination and dismissal shall be carried out in accordance with the provisions of the Working Environment Act.
4. If an employee is offered employment at the hiring company, he/she can resign after dismissal when the notice period expires, unless the parties agree otherwise. During the notice period, the employee has the right to continue working in the hiring company if the assignment is successful.
5. In the case of hiring out to a company that is not bound by this agreement, the wage and working conditions agreed in the hiring company apply as long as these are not in conflict with the requirement for equal treatment in the Working Environment Act.
6. The payroll obligation runs in accordance with the employee's employment contract. In the event of redundancy or termination of the employment relationship, the Working Environment Act and the Basic Agreement apply.

Appendix 12. COLLABORATION ON SUSTAINABLE DEVELOPMENT OF THE COMPANY

The social partners, together with the authorities, are responsible for contributing to a fair and sustainable development. The parties shall work together to create a carbon-neutral and circular society with secure jobs. Sustainable development is development that satisfies today's needs without destroying the ability of future generations to satisfy their needs, as defined through the UN's 17 sustainable development goals.

The transition to a sustainable society will affect current and future jobs. Assessing the risks and opportunities associated with this is crucial for profitable and green jobs. The trading industry has both a direct and indirect impact on the climate and the environment. In addition to reducing its own environmental footprint, the industry can influence both producers and consumers to develop in the right direction.

The co-operation between the companies and the shop stewards, as regulated in the Basic Agreements, is well suited to finding and implementing measures that entail that the companies develop in a sustainable direction. The individual company should therefore strive for the following in consultation with the shop steward;

1. Assess and discuss the company's impact on the climate, environment and society. Dialogue should be used to jointly set goals and find measures adapted to the individual company's different prerequisites and opportunities for influence. These should be specific goals to reduce the company's environmental and climate impact, and measures that contribute to achieving these goals, such as:
 - environmental certification of the company
 - environmental certification of products and services
 - reduced energy consumption
 - reduced and more environmentally friendly transport
 - recycling of goods and equipment/materials
 - reduced waste, including food waste
 - sustainable procurement
 - training of the employees

2. Address the topic of sustainability in relevant and structured collaboration forums locally and centrally. There should be regular discussion of the measures, the consequences of the measures and other factors that are important for the company's development in a sustainable direction. Consideration should be given to appointing representatives from among the parties, who have special responsibility for following up the measures.

The central parties shall appoint a joint committee to further cooperate on raising competences related to sustainability, circular economy and the climate/environment in the trade and service industry. The committee should consider how, together with the authorities, sustainable development can be stimulated through party cooperation. The parties shall nationally develop and make available guides and tools that can help companies to adjust in a sustainable direction.

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