

# **NATIONAL COLLECTIVE AGREEMENT**

## **2022-2024**

between

**Virke (the Enterprise Federation of Norway)**

on one side

and

**Landsorganisasjonen i Norge  
(the Norwegian Confederation of Trade Unions)**

and

**Handel og Kontor i Norge  
(the Norwegian Union of Commerce and Office Employees)**

on the other side

**This is not an official version.**

**If there is a conflict, the Norwegian version of the agreement shall apply**

## Table of Contents

<b>Part I. THE MAIN AGREEMENT WITH ADDITIONAL AGREEMENTS (SEE SEPARATE PRINTED MATTER)</b>	<b>4</b>
<b>Part II. THE NATIONAL COLLECTIVE AGREEMENT</b>	<b>4</b>
§ 1 THE SCOPE AND DEFINITIONS OF THE COLLECTIVE AGREEMENT .....	4
§ 2 WORKING HOURS .....	6
§ 3 OVERTIME .....	11
§ 4 HOLIDAYS AND HOLIDAY PAY .....	13
§ 5 WAGES DURING MILITARY SERVICE.....	14
§ 6 SICK LEAVE PROVISIONS .....	15
§ 7 CONTRACTUAL EARLY RETIREMENT PENSION (AFP) AND THE EARLY RETIREMENT PENSION SUPPLEMENT SCHEME .....	16
§ 8 LEAVE OF ABSENCE TO CARE FOR A CHILD .....	16
§ 9 WAGES AFTER TERMINATION OF EMPLOYMENT IN THE EVENT OF DEATH .....	16
§ 10 SPECIAL BENEFITS .....	17
§ 11 APPOINTMENT AND TERMINATION .....	17
§ 12 WAGE DETERMINATION .....	18
§ 13 SENIORITY AND AGE PROMOTION, ETC.....	22
§ 14 PROVISIONS REGARDING SETTLEMENT AND CALCULATION OF WAGES .....	23
§ 15 PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES AND HIRING OF LABOUR.....	24
§ 16 VARIOUS PROVISIONS .....	27
§ 17 COMPETENCE AND COMPANY DEVELOPMENT .....	29
§ 18 EQUAL TREATMENT.....	30
§ 19 THE COLLECTIVE AGREEMENT'S ENTRY INTO FORCE, DURATION AND WAGE ADJUSTMENTS, ETC. ....	31
<b>JOINT DECLARATIONS</b>	<b>34</b>
<b>Appendix 1A. MINIMUM WAGE RATES FOR SHOP, OFFICE AND WAREHOUSE EMPLOYEES (CF. § 1.2.1.)</b>	<b>36</b>
<b>Appendix 1B. AGREEMENT ON JOB-ASSESSED MINIMUM WAGES</b>	<b>37</b>
<b>Appendix 1C. AGREEMENT ON PERFORMANCE-RELATED PAY</b>	<b>44</b>
<b>Appendix 2A. WAGE REGULATIONS FOR APPRENTICES</b>	<b>47</b>
<b>Appendix 2B. LØNNSBESTEMMELSER FOR LÆRLINGER</b>	<b>48</b>
<b>Appendix 3. WAGE PROVISIONS FOR WAREHOUSE WORKERS, AUXILIARY WORKERS, DRIVERS, ETC.</b>	<b>49</b>
<b>Appendix 4. SHORT-TERM COMPASSIONATE LEAVE</b>	<b>51</b>
<b>Appendix 5. AGREEMENT ON NEW CONTRACTUAL EARLY RETIREMENT PENSION (AFP) SCHEME</b>	<b>53</b>
<b>Appendix 6. THE EARLY RETIREMENT PENSION SUPPLEMENT SCHEME</b>	<b>57</b>

<b>Appendix 7. HOLIDAY</b>	<b>61</b>
<b>Appendix 8. FRAMEWORK AGREEMENT FOR REMOTE WORKING</b>	<b>64</b>
<b>Appendix 9. EQUAL TREATMENT</b>	<b>71</b>
<b>Appendix 10. CONTINUING AND FURTHER EDUCATION</b>	<b>74</b>
<b>Appendix 11. ROBBERY, ATTEMPTED ROBBERY, VIOLENCE OR THREATS OF VIOLENCE</b>	<b>77</b>
<b>Appendix 12. EMPLOYEES IN TEMPORARY EMPLOYMENT AGENCIES</b>	<b>78</b>
<b>Appendix 13. COLLABORATION ON SUSTAINABLE DEVELOPMENT OF THE COMPANY</b>	<b>79</b>
<b>SUPPLEMENT TO THE NATIONAL COLLECTIVE AGREEMENT</b>	<b>80</b>
BINGO .....	81
KIOSKS .....	83
SPECIAL PROVISIONS FOR NARVESEN NORGE AS AND OTHERS NARVESEN KIOSKS THAT APPLY THE REGULATIONSBESTEMMELSENE .....	85
PHOTO LABORATORIES .....	86

**Part I. THE MAIN AGREEMENT WITH ADDITIONAL AGREEMENTS (SEE SEPARATE PRINTED MATTER)**

**Part II. THE NATIONAL COLLECTIVE AGREEMENT**

**§ 1 THE SCOPE AND DEFINITIONS OF THE COLLECTIVE AGREEMENT**

**1.1 Scope**

1.1.1 The provisions of the collective agreement shall apply to employees working in companies engaged in retail trade, or other service activities, unless a collective agreement has been established with another association in the Norwegian Confederation of Trade Unions (LO).

1.1.2 For employees mentioned in 1.2.2. the provisions of §5 – Wages during military service, do not apply.

§5, §7 and §9 do not apply for employees who ,at the time of employment or later, rely on conditions of employment that entitle them to leave without pay or special conditions in respect of holidays.

1.1.3 The collective agreement does not apply to school students and pupils who are being given practical training in working life or persons undergoing vocational training.

Refer also to the special provisions that apply to trainees, apprentices and skilled workers.

1.1.4 When the terms of the main 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 operational area of this collective agreement, cf. paragraph 1.1.1. Refer to §15.4 and appendix 12 Employees in temporary employment agencies.

**1.2 DEFINITIONS**

**1.2.1 Shop and dispatch personnel**

Shop and dispatch personnel are those who work in a shop or forwarding function.

**Warehouse personnel**

Warehouse personnel are those whose regular work consists of servicing customers in the warehouse or by telephone, checking incoming or outgoing goods or performing inspection work in connection with packing, arranging samples and sample collections, dispatching orders according to order lists, requisitions or letters, inspecting products from factories and workshops, as well as perform writing work in connection with the aforementioned work. Customs agents are considered warehouse personnel.

Office workers

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

Trainees and apprentices

A trainee 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 trainees and apprentices:

§2, paragraph 2.10.3. Free with wages for school attendance

§5. Wages during military service

§9. Wages after termination of employment in the event of death

The wages for trainees is adapted to the individual situation and is 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 the second-last paragraph of §12.2 shall not apply.

Remuneration of apprentices is set out in Appendix 2B.

1.2.2 Warehouse workers, auxiliary workers and other workers

Warehouse workers, auxiliary workers and other workers are those who perform manual work.

Drivers

Drivers are those whose main occupation is to drive a vehicle in the company's service.

Delivery man

This group includes those who are used to perform errands, bring packages, letters and the like.

1.2.3 Combination of work

The definitions in this paragraph do not preclude a combination of the work for the individual employee and consequent special agreement on the wage rates and working hours.

**Note on §1:**

*In the following paragraphs, the terms office worker, shop personnel, warehouse personnel are replaced by the designations worker, employee or the like.*

## **§ 2 WORKING HOURS**

### **2.1 Introductory Provisions**

- 2.1.1 Working hours shall be determined so that it takes 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.
- 2.1.2 The provisions of the Working Environment Act, Chapter 10, apply in full, unless otherwise agreed in or pursuant to this chapter.
- 2.1.3 The provisions of the main agreement apply to the determination and change of working time arrangements

### **2.2 Division and Placing of Working Hours**

- 2.2.1 The working time framework for the company and the division of the daily working hours with regular meal breaks of at least 1/2 hour duration, is determined after negotiations between the parties. Written minutes of the negotiations shall be drawn up.
- 2.2.2 The parties at the individual company can reach a written agreement on flexible working hours (flexitime).

### **2.3 Change of Agreed Working Arrangements**

- 2.3.1 Changes in the agreed working time arrangements can only take place after 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 presentation takes place later, the implementation date shall be postponed accordingly.
- 2.3.2 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. The parties agree that the 4-week notice should not be used for regular changes. If the parties at the company agree, a new working time arrangement can be implemented regardless of the 4-week notice.
- 2.3.3 The part-time employee shall have the opportunity to confer with the elected representatives in advance. The agreed fixed working hours, which must be within the framework of the working hours 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 deadline is agreed.

### **2.4 Defintion of «Day»**

- 2.4.1 A day means the time from 00:00 to 24:00.
- 2.4.2 A different time can be used as a starting point for the day when the scheme is based on a wage agreement or on another basis that cannot be changed unilaterally by one party in the employment relationship.

## **2.5 Daily Working Hours**

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

## **2.6 Daily Time Off Work**

An employee must have an 11-hour non-working period between two working periods.

## **2.7 Definition of "Week"**

- 2.7.1 A week means the time from Monday at 00:00 until Sunday at 24:00.
- 2.7.2 A different time can be used as a starting point for the week when the scheme is based on a wage agreement or on another basis that cannot be changed unilaterally by one party in the employment relationship..

## **2.8 Weekly Work Hours**

- 2.8.1 A The normal working hours shall not exceed 37.5 hours per week.
- 2.8.2 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.
- 2.8.3 The employee has the right to work the number of hours specified in the employment contract, also in accordance with the rules on average calculation..

## **2.9 Weekly Time of Work**

- 2.9.1 The normal working hours for the employee shall be distributed so that there is a continuous leisure time of at least 36 hours each week and so that a full day is always included in the free period. The non-working period shall, as far as possible, be added to a Sunday or weekend day and given at the same time to all employees at the company.
- 2.9.2 The parties may agree that the non-working period shall be on average 36 hours, but never less than 28 hours in any single week. The period for the average calculation of non-working hours shall correspond to the period for the average calculation of working hours.
- 2.9.3 Full-time employees and part-time employees who work every day of the week with an average working time of at least 5 hours per day, have the right to demand that their working hours be divided so that it is completed every second week as a 5-day week with a Saturday off.
- 2.9.4 The arrangement shall be determined after negotiations and a special agreement between the parties. Written minutes of the negotiations shall be drawn up.

## **2.10 Other Days Off**

- 2.10.1 If the average working time per week after deduction of the days off above exceeds 37.5 hours per week, excess time shall be settled as full days off and preferably added to Monday in connection with the Saturday off, as long as this is compatible with a rational working time arrangement.
- 2.10.2 Days off as mentioned above shall be settled according to the gross system. The same applies to other days off that are settled according to a fixed system. Days off in addition to this shall be settled according to the net system.

## **2.11 Average Calculation of Normal Working Hours**

- 2.11.1 The parties at the individual company may enter into a written agreement on a working time arrangement over a specified period of no more than 52 weeks, cf. §10(5) of the Working Environment Act. The average working time for the period cannot exceed 37.5 effective hours per week, while no single working day may exceed 10 effective hours. Refer also to the right that the company and the shop stewards have pursuant to §10(5)(2) of the Working Environment Act, to agree in writing on working hours beyond the limits mentioned above.
- 2.11.2 For an employee who is temporarily employed, the working hours must not be averaged over a period of time that is longer than the duration of the employment relationship.
- 2.11.3 An employee who joins or resigns from his position before the end of the period for which a working time arrangement has been agreed, and who has had an average working time of more than 37.5 hours per week, is not entitled to payment for the excess number of hours. Nor can a deduction in wages be made if an employee under the same conditions has had a shorter working time in the calculation period than the average 37.5 hours per week.

## **2.12 Meal Break**

- 2.12.1 The meal break should, as far as is practically possible, be taken in the middle of the working period.
- 2.12.2 It is possible to agree in writing to a shorter meal break than half an hour, where the working period is shorter than 8 hours. The meal break can be completely abolished on days when the working period is 5 hours or less.

## **2.13 Shift Work**

- 2.13.1 The introduction or changes of shift work arrangements can only be implemented by agreement between the parties. Existing working hours arrangements must be terminated in writing, and the shift work schedule must be set up at least 4 weeks in advance.
- 2.13.2 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 arrangements, the length of the 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.



- 2.13.3 Shift work on 2-day shifts for warehouse workers, auxiliary workers, drivers and others. can be performed between 06:00 and 24:00, Monday to Friday. On Saturdays and the day before a public holiday, the shift work can be performed between 06:00 and 18:00, except on the day before Christmas, New Year and Whit Saturday, when the work must end no later than at 15:00.
- 2.13.4 With regard to night work, refer to §10(11) of the Working Environment Act, night work by special agreement.
- 2.13.5 In the case of data processing systems and for large machine installations, it shall be possible to introduce a shift scheme with a 2-day shift. The change shall be made within the framework of the Working Environment Act, without this entailing any extension of the daily working hours.
- 2.13.6 The agreement, including the shift schedule and wages terms, shall be sent to the organizations for information purposes.

#### **2.14 Requirement for Notice in the Event of Temporary Changes to Opening Hours**

- 2.14.1 In the event of a temporary change in the opening hours for a period of up to 2 days, at least 1 week's notice shall be given.
- 2.14.2 In the event of a temporary change in the opening hours for a period of up to 4 days, at least 14 days' notice shall be given.
- 2.14.3 The provisions on temporary changes to opening hours cannot be applied for Christmas Eve, New Year's Eve and Whit Saturday.
- 2.14.4 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 take place without any particular inconvenience to the company.

#### **2.15 Changed Working Hours before Christmas**

- 2.15.1 Working hours on the occasion of Christmas shopping should be planned well in advance.
- 2.15.2 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. The requirement of 14 days' notice does not apply if there is an agreement on average calculation that covers the last 14 working days before Christmas Eve.
- 2.15.3 If the change is taken into account with less than 2 hours, the remaining time can be displaced in the last 14 working days before Christmas Eve.
- 2.15.4 Employees with health, social or other important welfare reasons must be able to be exempted, if this can take place without any particular inconvenience to the company.

## **2.16 Easter Eve**

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

## **2.17 Ordinary Working Hours on Christmas Eve, New Year's Eve and Whit Saturday**

- 2.17.1 On Christmas, New Year's Eve and Whit Saturday, ordinary working hours end at 13:15. This is considered a full day and is paid with ordinary wages.
- 2.17.2 When the work ends earlier, the time up to the above time may be required to be worked up.

## **2.18 Courses, Conferences and Staff Meetings**

- 2.18.1 If the employer requires or requests that the employee attend courses and conferences outside of ordinary working hours, effective course and conference time shall be reimbursed with ordinary hourly wages. It is possible to agree on other arrangements, such as time off.
- 2.18.2 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.
- 2.18.3 Staff meetings can also be arranged 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 National Collective Agreement are otherwise present. A minimum of 2 hours must be paid at a new attendance.

## **2.19 Right to Time Off in Connection with Education**

- 2.19.1 In those cases where the employee takes education that:
  - a) qualifies for wages seniority according to §12.22 and
  - b) is related to the person's work, and
  - c) starts at 16:00 or later senere,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 time.
- 2.19.2 Exam days in connection with the above-mentioned education shall be days off without any reduction in wages.
- 2.19.3 Leave of absence with pay is granted for one day of study in connection with an examination related to the above-mentioned education. The study day is granted in immediate connection with the exam.

## **2.20 Holiday Scheme According to the Gross System**

- 2.20.1 A holiday scheme according to the gross system means holidays that are settled according to a system that provides holidays on fixed day(s) with fixed time intervals, e.g. a day off every second Saturday and every 8th Monday. The holidays are accrued within the same time intervals, regardless of whether public holidays occur during the period.
- 2.20.2 The employee is not then entitled to a new day off if he/she is ill on the day off or if it falls during the holiday, during military service or leave of absence, or on a public holiday. If the employee has not accrued time for days off due to absence as mentioned above, the employee must still have his/her scheduled day off.

## **2.21 Holidays According to the Net System**

- 2.21.1 Taking holidays according to the net system means holidays that are not based on such a fixed system as mentioned in 2.20, e.g. 7 days per year beyond a day off every second Saturday, and which is placed at irregular times.
- 2.21.2 For such days off, the accumulated and settled time is used as a basis.
- 2.21.3 When calculating accrued time, 45.5 effective working weeks per year is assumed. For employees with a 37.5-hour working week, this amounts to 1,706 hours on an annual basis.
- 2.21.4 When implementing holiday schemes according to the net system, the days off may not be taken on public holidays, Easter Eve or on fixed holidays. Holidays can also not be added to accrued fixed holidays.
- 2.21.5 If an employee is ill on a pre-arranged day off, this does not entitle him/her to a new day off. Sick leave during the accrual period entitles the employee to the following scheduled day off.

## **2.22 Other Holiday Schemes**

- 2.22.1 If employees in the company want another day off, this can be agreed in writing between the company and the shop stewards.
- 2.22.2 If the parties enter into an agreement on reduced working hours during certain periods, the number of days off shall be reduced correspondingly, unless it is agreed that the reduced time shall be incorporated on a later occasion.

## **§ 3 OVERTIME**

### **3.1 Overtime Work can be Used to the Extent Allowed in Applicable Law**

Refer to §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 §2 for full-time employees, shall be regarded as overtime work and shall be paid with the wages

converted to hourly pay +50% after the ordinary working hours, as well as for overtime work from 08:00 or later and until the start of ordinary working hours.

Part-time employees shall receive overtime pay if they work beyond their agreed working hours when:

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

**3.2** 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 suspended. 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 §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..

**3.3 OVERTIME IS PAID AT 100%:**

1. in the period from 21:00 to 08:00 on weekdays
2. after the end of ordinary working hours on days before a Sunday or public holiday
3. after 13:00 on days off before a Sunday or public holiday
4. on Sundays, public holidays, 1 and 17 May
5. after 13:15 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 13:00.

**3.4** The hourly wage for the individual employee is found 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.

**3.5** 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 pay period, unless special reasons prevent this.

**3.6** 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 organizations 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 the individual employee in accordance with the above rules for taking time off in lieu of unpaid overtime.

**3.7** According to the law, employees under the age of 18 cannot be used for overtime work within the meaning of the Working Environment Act.

**3.8** Food allowance of NOK 96 shall be paid in connection with 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 food, and
- d) when the meal time is not paid for with an amount that at least corresponds to the food allowance. If the payment for the meal time is less than the food allowance, the difference shall be paid. Refer also to the §10(9)(2) of the Working Environment Act).

**Note:**

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

**3.9** 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.

**3.10** No overtime allowance shall be paid for working hours which, according to §19.3 no. 1, are to be regarded as inconvenient working hours.

**§ 4 HOLIDAYS AND HOLIDAY PAY**

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

**4.2** When calculating holiday pay for monthly employees, 1 month is counted as 26 working days. Holiday pay under the Holiday Act replaces 25/26 of the monthly wages.

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

- 4.3** With regard to the 6th holiday week for employees over the age of 60, it is a prerequisite that the employee's wishes regarding the placing of the extra holiday are accommodated as far as possible. However, the organisations 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.

Refer also to appendix 7 in the collective agreement.

- 4.4** If the parties at the individual company agree, in accordance with the Holiday Act, §11 no. 1, earned holiday pay can be paid together on a regular pay day in May/June, regardless of when the holiday is actually taken.

## **§ 5 WAGES DURING MILITARY SERVICE**

- 5.1** Employees mentioned in section 1.2.1, 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 compulsory military service, half wages for up to 3 months, less the remuneration the person in question receives from the public sector, including a proportionate share of dismissory pay, but excluding marriage allowance.

**Note:**

*Combined compulsory military service also includes divided service in 3 months of recruit school and later service within the framework of ordinary compulsory military service in the army (currently 12 months).*

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

- 5.2** 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.

Refer to the declaration that the employee must sign at the request of the employer in order to receive payment in accordance with 5.1.

- 5.3** If the employee departs after his/her own resignation within 3 months, the company has access to set-off in receivables that he/she may have in the company.

- 5.4** 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.

## **§ 6 SICK LEAVE PROVISIONS**

### **6.1 Sickness Benefits**

Refer to the provisions of the Norwegian National Insurance Act, chap. 8.

For any illnesses that are 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** For absence due to illness result from an injury caused by a third party, the employer shall advance sickness benefits within the employer period pending an insurance settlement. The part of the compensation amount that corresponds to the advanced sickness benefits accrues to the employer.

**6.3** If the company so requires, the employee is obliged to undergo an examination by a doctor designated by the company, cf. §9(3) and §9(4) of the Working Environment Act. This examination will be conducted at the company's expense.

**6.4** The parties agree on the importance of the provision on pay during illness not being abused. In cases where there is reason to believe that the provision is being abused, the matter shall be reported and raised between the organizations.

**6.5** An employee who is unable to come to work due to illness is obliged to notify the company of this without undue delay and to indicate the probable length of absence.

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

Employees who have received sickness benefits from the company on the basis of a self-declaration shall, upon resumption of work, give a written declaration that the absence was due to illness when such an arrangement has been determined by the company.

Refer to the declaration that the employee must sign in order to receive payment in accordance with 6.1.

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

**6.7** 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.

### **6.8 Advance of Sick Benefits**

HK and Virke will recommend the local parties to review the basis for advance payment of sickness benefits where this is not done. The companies are not entitled to discriminate against employees in the company with regard to the advance payment of sickness benefits..

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

The parties agree that the agreement with the Contractual Early Retirement Pension (AFP, appendix 5) and the Early Retirement Pension Supplement scheme, (appendix 6) are part of the agreement.

**§ 8 LEAVE OF ABSENCE TO CARE FOR A CHILD**

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 §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 wages during 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 birth.

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 of absence 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 WAGES 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 are counted in the following order (irrevocably favoured in the order mentioned):

- a) The deceased person'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. Dersom bedriften har pensjonsordning som tilgodeser etterlatte eller utbetaler andre ytelser i forbindelse med dødsfallet, skal etterlønnen avkortes tilsvarende.



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 paragraph 1.2.1 in the same company for at least 2 years, dies.

## **§ 10 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.

**Note:**

*In the event of a merger, coordination of practised benefits can be discussed.*

## **§ 11 APPOINTMENT AND TERMINATION**

### **11.1 Appointement**

11.1.1 The employment contract shall be confirmed in writing and shall be in accordance with the requirements of §14(6) of the Working Environment Act..

### **11.2 Termination**

11.2.1 Refer to §15(1) and §15(4) of the Working Environment Act regarding discussions, the form of termination, submission and content.

11.2.2 For employees who are employed for a specific 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, cf. §14(9)(5) of the Working Environment Act.

11.2.3 Notice periods cf. §15(3) of the Working Environment Act.

11.2.4 With regard to protection against unjustified dismissal, protection against dismissal in the event of illness, pregnancy, postpartum and military service, refer to §15(5), §15(7), §15(8), §15(9) and §15(10) of the Working Environment Act.

11.2.5 Regarding the employee's right to demand negotiations, bring legal action and the deadlines that apply in that connection, refer to §17(3)–§17(5) of the Working Environment Act.

11.2.6 In the event of a reduction in staff, 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..

### 11.2.7 Apprentices

Apprentices are employees in the apprenticeship companies with the rights and obligations that follow from laws and collective agreements. With regard to the end of the apprenticeship, further work in the company after the end of the apprenticeship, etc., refer to the Education Act, chapter 4.

The provision to follow the seniority principle in connection with down-sizing/rationalization (§11.2.6.) does not apply to apprentices.

In the event of dismissal from the same company after passing an approved final vocational test, the apprenticeship 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, refer to the Main Agreement's Chap. IV.*

## § 12 WAGE DETERMINATION

### 12.1 Introduction

Ved ansettelse fastsettes lønn i henhold til

- 12.2 for kontor-, butikk-, og lagerfunksjonærer
- 12.3 for ledere og andre med kvalifisert og selvstendig arbeid
- 12.6 for høyere utdanning
- bilag 2A for faglærte
- bilag 2B for lærlinger
- bilag 3 for lagerarbeidere, hjelpearbeidere og sjåførere

med mindre det er opprettet et lokalt bedriftstilpasset lønssystem etter 12.4.

### 12.2 Wage Determination for Office, Shop, Dispatch and Warehouse Employees

The fixed wage rates are minimum wage rates (see Appendix 1A). The employees shall, after an overall assessment of the factors mentioned in §12.5, 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 operational conditions.

The above wages assessment shall take place once a year, in accordance with §12.5.

Employees under management training under the auspices of the company shall be paid, in addition to the minimum wage rate, in accordance with the rules in §12.5.

Seniority calculation/Placement on the wages scale

When employed in the company, employees are placed on the wage scale on the basis of documented education, experience and age.

Subsequent seniority promotions shall take place in accordance with §13.

Employees shall submit documentation for education and experience.

Vocational education

Exams from completed vocational education in addition to completed upper secondary school, which the company needs, shall be credited with 12 months wage seniority for each year.

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 provide higher wages, the following must be provided as a minimum:

- Employees who have reached the age of 18 must have wages that at least correspond to grade 1
- Employees who have reached the age of 25 must have wages that at least correspond to grade 3 This does not apply to school pupils and students who perform tasks of short duration, 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 grade 3.

For employees who are exclusively engaged in simple, unskilled work, such as price marking, cleaning and wrapping at the packing counter, promotion to the minimum wage rates is limited to grade 2 of the scale in Appendix 1A.

Disputes that may arise in connection with the restriction provision shall be taken up for discussion between the company management and the shop stewards. If no agreement is

reached, negotiations shall be entered into between the organizations if one of the parties so requests. If no agreement is reached, the dispute shall be decided by a tribunal, consisting of a representative of each of the parties with a neutral arbitrator appointed by the parties jointly. If these do not agree, the arbitrator shall be appointed by the National Mediator.

### **12.3 Wage Determination for Employees Mentioned in §1.2.1 in Positions of a Superior and Managerial Nature and for Other Positions with Qualified and Independent Work**

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

- a) There shall be a reasonable wage difference with regard to these employees and those mentioned in §12.2.
- b) The wages shall be determined individually according to the factors mentioned below in §12.5. at an annual wages assessment.

For employees in positions of a superior and managerial nature, e.g. department heads, shop managers, assistant shop managers, purchasing managers, warehouse managers and the like, the wages shall at all times be above the highest minimum wage rate for skilled workers.

For employees with qualified and independent work, such as department and section managers or equivalent positions in a shop, office or warehouse, the wages shall be above the highest minimum wage rate in accordance with the provisions of §12.2.

### **12.4 Deviating Pay Systems**

It is permissible to implement wage systems in accordance with the guidelines in Appendices 1B and 1C. Wage systems that deviate from these must be approved by the organizations.

Appendix 1B includes a proposal for a model for a job-assessed minimum wage system. The organizations recommend that this model should be used as a basis for the preparation of company-based pay systems.

#### **Minutes entry**

The parties agree that an initiative will be taken during the period to get some of the larger companies to introduce the job-assessed minimum wage system.

### **12.5 Annual Wage Assessment**

#### Negotiation meetings before the annual wages assessment

In connection with the annual wages assessment, the shop stewards shall upon request, for their own use within the company shall, be given a statement of wages for the unionised employees referred to in §12.2.

Before the annual wage assessment 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 result. 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 the 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 take up and promote views on the relative wage level based on local and industry conditions, and present general views with regard to the wage assessments and the overall result of these assessments. Local or industry conditions refer to wage conditions for employees mentioned in §1.2.1 in companies that are comparable in terms of location or which belong to the same industry.

Minutes shall be prepared 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 according to §3.3 of the Main Agreement or brought before the Labour Court. The condition for bringing a case before the organizations is that there is a dispute about the understanding of §12.5, which in this case shall be dealt with in accordance with §3.3 of the Main Agreement .

#### General information about the wages assessment

Guidelines for the determination of wages include e.g. the principle of equal pay for work of equal value. This means e.g. that job titles and remuneration are in accordance with the work tasks. The parties also agree that employees, regardless of gender, shall be assessed equally under otherwise equal terms.

In determining the wages, special consideration shall be given to the position's area of work and responsibility and the professional and physical/mental requirements that are set, requirements for the management of others, financial responsibility and the like.

Skills, initiative and applicability must be taken into account in the personal wages assessment of the individual. The same applies to education, practice and employment time.

In principle, there should be a wage difference between wages grade 6 and employees with 10 and 15 years of employment in the company, respectively.

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

When the company has carried out the annual wage assessment, the shop stewards must be informed of the average result 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 wages 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.

## **12.6 Higher Education**

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

## **12.7 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 wage rates set for the work in question.

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

Refer to §19.3 regarding wage compensation for inconvenient working hours.

In the case of shift work as mentioned in §2.13, 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.

Refer to Appendix 3 regarding shift allowances for warehouse workers, auxiliary workers, drivers, etc.

It is possible to agree that shift allowances shall be granted in whole or in part in the event of a corresponding reduction in working hours. Such agreements must be submitted to the organizations for approval.

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.

Refer in this connection to §12.5, 7th paragraph.

## **12.8 Disability**

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.

## **§ 13 SENIORITY AND AGE PROMOTION, ETC.**

Further seniority promotion on the wages scale on the basis of experience in the company takes place on 1 January and 1 July, and the one of the dates that is closest is chosen.

However, at enterprise level local parties may agree in writing that promotion shall take place on the first day of the month following the date of employment. Employees who have been absent due to leave according to §12(2)–§12(5) of the Working Environment (pregnancy, maternity and parental leave) and §5 of the National Collective Agreement (military service) shall be credited with wages seniority for the entire period.

Furthermore, the following promotion rules also apply:

- Employees who reach the age of 18 shall have a wage corresponding to 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 (cf. 12.2 experience). This does not apply to school pupils and students who perform tasks of short duration, e.g. in connection with Christmas or holidays.
- Wages promotion due to documented increase in qualifications or age reached, takes place as of 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 §12.2 Vocational education.
- If an employee is paid wages according to level 3 and takes 60 credits of education as mentioned in §12.2 Vocational education over 2 years in time off, the employee shall have an ordinary seniority promotion to level 5 plus one year for the education and shall be paid according to level 6

For employees who are exclusively engaged in simple, unskilled work, such as price marking, cleaning and wrapping at the packing counter, promotion to the minimum wage rates is limited to grade 2 of the scale in Appendix 1A.

Disputes that may arise in connection with the restriction provision shall be taken up for discussion between the company management and the shop stewards. If no agreement is reached, negotiations shall be entered into between the organizations if one of the parties so requests. If no agreement is reached, the dispute shall be decided by a tribunal, consisting of a representative of each of the parties with a neutral arbitrator appointed by the parties jointly. If these do not agree, the arbitrator shall be appointed by the National Mediator.

## **§ 14 PROVISIONS REGARDING SETTLEMENT AND CALCULATION OF WAGES**

### **14.1 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.

### **14.2 Correction in Case of Incorrect Payment**

If an incorrect wage payment has been made, the necessary adjustments can be made in the first wages settlement that takes place 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. §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.

### **14.3 Conversion of Monthly Wages**

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

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

When calculating holiday pay, 1 month is calculated as corresponding to 26 working days. Refer however to §4.2, 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. The hourly wage is calculated in accordance with the provisions of §3.4, for part-time employees proportionately.

In the event of 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.

## **§ 15 PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES AND HIRING OF LABOUR**

### **15.1 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 performed consecutively.

Part-time employees are covered by the provisions of the National Collective Agreement, and shall have a monthly wages in relation to the wages provisions in §12. 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 in 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 wages 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 organized in the trade union.

**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, §5, §7 and §9, and are not entitled to wages for moveable holidays.*

Refer to §12.2 regarding earning wages seniority before the appointment or for later establishment of a collective agreement.

The parties agree that there must be correspondence between the agreed percentage of 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 the 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 §15.2 and §4(5)(2) of the Main Collective Agreement.*

- 15.2** Part-time employees who are employed 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 before extra help. 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 full-time equivalent position and the 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 real need for permanent staff..*

- a) Temporary employment means a employment relationship where employees are appointed for other employees who are temporarily absent, e.g. due to holidays, illness, leave of absence, etc.
- b) Extra help means employees who, for a certain period of time, shall cover special needs that are of short duration, such as seasonal work, seasonal sales, Christmas shopping, extra work pressure, etc.
- c) Project/engagement position means an employment relationship where the employee is to perform a specific task of a temporary nature.

When demarcating the above definitions, reference must be made to the function the person in question shall have in the company.

With regard to the right to legally agree on temporary employment, refer to §14(9) of the Working Environment Act as it is worded at any given time.

Temporary employees are covered by the provisions of the collective agreement, with the exception of §5, §7 and §9, as well as the provisions on short welfare leave (cf. Appendix 4).

**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 groups is unreasonable, they can raise the matter with the company and possibly bring it before the main organizations.*

### **15.3 Hiring of Manpower**

Hiring of employees from staffing companies/temporary employment agencies is subject to §14(12) of the Working Environment Act. Hiring of employees from companies that are not set up to hire out staff is subject to §14(13) of the Working Environment Act.

Employees in staffing companies/temporary employment agencies shall, as long as the employment relationship lasts, have the same pay and working conditions as apply in the hiring company in accordance with §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, 8 and 9 and supplementary agreements 8 and 9 in the Main 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.

The Main Agreement chap. 4 also applies in relation to hired staff with the following exceptions:

If the hiring company is bound by the Main Agreement between LO and Virke, disputes about the hired staff's wages and working conditions are a matter between the parties in 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 Main 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 §14(12)(c) of the Working Environment Act.

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

When discussing hiring, the local parties shall also discuss resources for shop steward work, cf. §4(4)(1) of the Main Agreement.

## **§ 16 VARIOUS PROVISIONS**

### **16.1 Change of Work**

Employees who operate office machines, computer terminals, punching machines, switchboards or cash registers in self-service shops shall, when the work is particularly strenuous or monotonous, be given the opportunity during the day to exchange this work for other work by further agreement with company management, cf. §1(1) and §4(1) to §4(4).

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.

The breaks are included in the working hours.

### **16.2 Cashiers in Self-Service Shops**

Cashiers in self-service shops shall, if possible, be given the opportunity to exchange cash register work with other work, even if the work is not "particularly strenuous or monotonous", cf. §16.1.

As a preventive element, the parties agree that in companies where cash register work is performed, the company shall provide the necessary training in the company's cash register routines for the employees who are to perform such work. Refer also to Supplementary Agreement III to the Main Agreement.

It is assumed that the company's cash register routines/instructions, as well as the training programme, will be discussed with the shop stewards.

### **16.3 Dining Rooms and Changing Rooms**

The company is obliged as far as possible to provide employees with heated and hygienic dining rooms and changing rooms with lockable cupboards or drawers. In the event that it is not possible to make such premises available, the company shall, in collaboration with the shop stewards, find an appropriate and practical arrangement.

#### **Note to 16.1, 16.2 and 16.3:**

*With regard to requirements for the working environment, the workplace, arrangement of the work, rest breaks and time off, refer to §4(1) - 4(4) and §10(9)(1) of the Working Environment Act.*

### **16.4 Workwear**

The company shall keep suitable work clothes, which is the company's property, for employees with work tasks that cause special soiling of or extra-ordinary wear on their clothes, as well as for those who work under special and difficult conditions with regard to cold and drafts.

Work clothes, shoes or uniforms required by the company or public authority shall be paid for by the employer and are his property.

In companies where employees are exposed in their work to loads that can be remedied by appropriate footwear, discussions about this must be entered into in order to achieve satisfactory arrangements. In such cases, other protective measures must also be discussed, e.g. measures with regard to improvement of floors or other surfaces.

### **16.5 Vacant Positions**

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

### **16.6**

Employees who take leave of absence in accordance with §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.

### **16.7 Travel Provisions**

#### **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. Where there are no such regulations, actually documented necessary expenses shall be reimbursed with a

maximum limit corresponding to the provisions in the state's regulations for subsistence and travel.

### **Travel on Leisure and Participation in 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 and the like.

## **16.8 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, the 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, cf. Appendix 8.

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

## **§ 17 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 requires strengthened competence development in companies. Competitiveness presupposes 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.

### **Competency 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 will cover the costs of internal and external training measures that it implements. In the event of mandatory participation in competence-enhancing courses and conferences outside of working hours under the auspices of 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 for 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 §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 competency 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.

Refer also to Supplementary Agreements I and VI to the Main Agreement.

## **§ 18 EQUAL TREATMENT**

- 18.1** 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, care 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 harassment, sexual harassment and gender-based violence.

- 18.2** The Parties agree that providing employees with working conditions and development opportunities that contribute towards a more balanced gender distribution at all levels of the company is something that constitutes a resource for working life. The parties agree that it is important to continue working on this both centrally and locally.
  
- 18.3** Companies' HR policies shall ensure equal treatment perspectives in respect of employment, wage bands, promotions and competence-enhancing continued and further education.
  
- 18.4** 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.

Please also refer to the Main Agreement's Supplementary Agreement V - Framework Agreement on Promoting Equality and Preventing Discrimination in Working Life, the Activity Programme and the Norwegian Equality and Anti-Discrimination Act.

**§ 19 THE COLLECTIVE AGREEMENT'S ENTRY INTO FORCE, DURATION AND WAGE ADJUSTMENTS, ETC.**

**19.1** This collective agreement with appendices enters into force from 1 April 2022 and applies until 31 March 2024. The new minimum wage rates apply from 1 April 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 before the expiration date.

**19.2 The New Minimum Wage Scale from 1 April 2022 Will Be as Follows:**

Young employees aged under 16	NOK 19.241
Young employees aged under 18	NOK 19.728
Pay grade 1	NOK 26.574
Pay grade 2	NOK 26.712
Pay grade 3 (aged 25)	NOK 27.050
Pay grade 4	NOK 27.958
Pay grade 5	NOK 30.355
Pay grade 6	NOK 36.013

**Minimum Wage Rate for Employees in Central Warehouse or Main Warehouses in Wholesale Companies etc.**

For employees covered by the national agreement in wholesale enterprises that deliver to retail trade, and who work at the national central warehouse or the company's main warehouse, the minimum wage rate shall be NOK 246.25.

The minimum wage rate is regulated annually with the same krone supplement that is granted according to the guarantee wage scheme in the Wholesaler's Collective Agreement between Virke and the Norwegian United Federation of Trade Unions.

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

Wages means the outgoing wages per months, i.e. total wages including any supplements such as commissions, bonuses, supplements according to the performance-related pay system, 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 inconvenient working hours (UB) supplements, shift supplements and overtime supplements).

### **19.3 Supplements for Evening, Night and Weekend Work**

1. Supplements for evening, night and weekend work are paid:

Monday to Friday:

After 18:00: NOK 22 per hour

After 21:00: NOK 45 per hour

Saturday:

After 13:00: NOK 45 per hour

After 15:00: NOK 55 per hour

After 18:00: NOK 110 per hour

Sunday:

Round the clock: NOK 110 per hour

The rates changes apply with effect from 1 October 2020

2. The scheme also includes drivers and warehouse workers who are paid in accordance with Appendix 3 to the National Collective Agreement.
3. Employees with positions covered by §10(12)(1) and (2) of the Working Environment Act are not entitled to supplements for evening, night and weekend work.
4. No supplement shall be paid for hours for which overtime pay or shift allowance is paid.

### **19.4 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, or the body authorised by LO, 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 prospects for the second year of the agreement, as well as trends in prices and wages during the first year of the agreement.



The changes in the wage agreements for the second year of the agreement will be considered in LO's supervisory board, or the body authorised by LO and by Virke. If the parties do not agree, the organization that has submitted claims can, within 14 (fourteen) days after the conclusion of the negotiations, terminate the individual collective agreements with 14 (fourteen) days notice (but not to expire before April 1st 2021).

#### **19.5 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 March 2023 or later. This does not apply to qualification supplements, wages supplements as a result of advancement on a scale, or wages adjustments that have taken place due to a changed or expanded work area 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 the decision or earlier.
- c) The supplements that follow from the wage adjustment on 1 April 2022 will not be paid to employees who take up the 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 increases 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 tariff revision shall follow the same guidelines as laid down in the 1972 tariff revision between the Norwegian Employers' Confederation and the Norwegian Confederation of Trade Unions.

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

#### **19.6 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.

#### **19.7 The Wage Guarantee Scheme**

The wage development scheme agreed at the tariff 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 set at the highest minimum wage rate.

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

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

## **19.8 Pension**

Virke and HK (the Norwegian Union of Commerce and Office Employees) 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. Against this background the parties shall discuss the need to make changes to the company's schemes. Minutes shall be recorded from these meetings.

## **JOINT DECLARATIONS**

### **An Open Working Life**

The Norwegian Union of Commerce and Office Employees and Virke recognize 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 safe and good 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.

### **Postal Services in Shops**

An increasing number of valuable goods are sold in shops. In addition, more and more services are being assigned to shops, services that in many cases involve extensive use of cash and electronic payment systems. One of these services is "Postal services in shops", which has now been introduced in a number of grocery shops around Norway to increase accessibility and services to the public.

Virke and the Norwegian Union of Commerce and Office Employees agrees that the new service offerings mean that the employees will need education and training in the new functions they are to perform. It is important that the shops ensure that the employees receive such training.

A greater flow of cash can mean that the shops will be more easily exposed to robbery. It is therefore important that these shops assess their security routines and establish safety and after-care measures that take care of the employees in the best possible way. In this connection, the parties refer to "Security against robbery", a joint project prepared by the parties to ensure security in the best possible way.

With regard to control measures for postal services in shops, refer to the Agreement on control measures in the company - Supplementary Agreement VII to the Main Agreement between Virke and LO.

Oslo, 30 April 2022

**Astrid Flesland /s/**  
Virke (The Enterprise Federation of  
Norway)

**Christopher Beckham /s/**  
Handel og Kontor (Norwegian Union  
of Commerce and Office Employees)

**Peggy Hessen Følsvik /s/**  
Landsorganisasjonen i Norge (The Norwegian Confederation of Trade Unions)

This agreement has been signed electronically.

**Appendix 1A. MINIMUM WAGE RATES FOR SHOP, OFFICE AND WAREHOUSE EMPLOYEES  
(CF. §1.2.1.)**

Young employees aged under 16	NOK 19.241
Young employees aged under 18	NOK 19.728
Pay grade 1	NOK 26.574
Pay grade 2	NOK 26.712
Pay grade 3 (aged 25)	NOK 27.050
Pay grade 4	NOK 27.958
Pay grade 5	NOK 30.355
Pay grade 6	NOK 36.013

For placement and seniority calculation, refer to §12.2 of the National Collective Agreement.

**Minimum Wage Rate for Employees in Central Warehouses or Main Warehouses In Wholesale Companies etc.**

For employees covered by the national agreement in wholesale enterprises that deliver to retail trade, and who work at the national central warehouse or the company's main warehouse, the minimum wage rate shall be NOK 246.25.

The minimum wage rate is regulated annually with the same krone supplement that is granted according to the guarantee wage scheme in the Wholesaler's Collective Agreement between Virke and the Norwegian United Federation of Trade Unions.

## **Appendix 1B. AGREEMENT ON 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.

Agreements on the introduction and implementation of a job-assessed minimum wage system shall be established in accordance with the rules of the Main Agreement.

- 1.2** This agreement contains recommended guidelines for the minimum wage system based on job assessment.

### **2. Main Principles**

- 2.1** The purpose of a job-assessed wage system is to find a basis for differentiating wages rates and wages amounts to ensure that remuneration takes place on an objective basis and with the fairest possible result.

- 2.2.** A wage system based on job assessment should stimulate 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 wage groups within the system.

### **3. The Procedure for Establishing and Revising The Job-Assessed Minimum Wage System**

- 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 system.

The organizations 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. Job Placement Committee (Stillingsplasseringsutvalg (SPU))**

- 4.1** The assessment will be conducted by a job placement 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 committee 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 emphasized in the placement of the various positions could 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 the person's work.

- 4.3** If there is agreement within the SPU on the placement of a position/position group, 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 either, the case can be brought for organizational consideration by two representatives from each side.

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

- Assess new positions
- Possibly to review previous assessments
- To reassess positions that have changed

**4.5** Any change in the placement of one or more positions must be performed by the SPU. The negotiating parties at the company can not 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 placed by the SPU in the wages system with retroactive effect and from the time the position was changed.

**4.6** Determination of wage rates (paragraph 5) and assessment of personal supplements (item 6) do not fall within the SPU's area of work.

## **5. Determination of Minimum Wages**

**5.1** When placement of the positions in wage groups has been completed, minimum wage rates shall be determined for the various groups, possibly with a wage development scale (seniority scale) for each wage group based on e.g. the employees' wages seniority or period of employment.

The number of wage groups and minimum wage rates for each of them may vary from company to company.

**5.2** Determination of the number of wages groups and the wages development system (seniority advancement system) 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 groups 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 on Personal Supplements**

A job-assessed minimum wage system presupposes a personal wage assessment of 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 that are established with the model as a basis that Virke and HK agree on, shall be sent to the organizations for notification. In other cases, agreements in accordance with §12.4 of the National Collective Agreement shall be sent to the organizations for approval.

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

**7.3** The rates in the wages system shall be updated in accordance with the provisions laid down in tariff revisions, including supplements arising from the wage guarantee scheme.

## **8. Disputes**

Disputes concerning the interpretation of this agreement and local agreements on job-assessed minimum wage systems that are not resolved through negotiations between the organizations, shall be resolved in accordance with the ordinary dispute mechanisms in the Main Agreement's Chapter III.

### **Example of job-assessed wages system**

#### **Wage groups/criteria for job placement**

I. Employees under 18 years of age

II. Employees with simple routine work

The position requires little professional insight.

Work according to clear guidelines or established practice. Regular guidance on the execution of the work. The work is standardized and simple, and is carried out under direct management.

III. Employee with predominantly routine work

The position requires limited professional insight.



Work is predominantly according to fixed instructions/routines.

Standard procedure essentially restricts independent work and judgement to simple assessments and decisions about one's own work.

IV. Employees with skilled work

The position requires professional insight.

Work that is sometimes of a complex nature, but generally according to established guidelines and established practice. The work can also entail deviations that require independent assessment and decisions.

V. Employees with qualified and independent work on their own responsibility

The position requires extensive professional insight.

Work that is often of a complex nature. The work tasks require independent assessment, and require independent decision-making in the event of deviations from standard procedures or known methods. In the event of major or special deviations, proposals for a solution are submitted to superiors. The position may entail management duties.

VI. Employees in senior positions

Management of e.g. a department and with responsibility for the assignment and monitoring of employees' work. The position entails an independent responsibility for the department's results, e.g. through planning and organizing, hiring and firing.

## LØNNSTABELL

Partene anbefaler at stillingsvurdert minstelønssystem innføres i den enkelte bedrift, hvor de lokale parter er enige om det.

<b>Wages table</b>		<b>Per month from 1 April 2022</b>					
Youth aged under 16	NOK 19.241						
Youth aged under 18	NOK 19.728						
Wage group II	Wage grade	1	2	3	4	5	6
	NOK per month	26.574	26.712	27.050	27.958	30.355	36.013
Wage group III	Wage grade	3	4	5	6	7	8
	NOK per month	27.050	27.958	30.355	36.013		
Wage group IV	Wage grade	5	6	7	8	9	10
	NOK per month	30.355	36.013				
Wage group V	Wage grade	8	9	10	11	12	13
	NOK per month						
Wage group VI	Individual wage determination						

From and including wage grade 7, the wage amounts are determined in the company.

The rates are minimum wage rates.

In other respects, the provisions of §12, e.g. on annual wage assessments, shall be followed where appropriate.

### **Job-Assessed Minimum Wage System**

The parties agree on the following:

1. The wage development scheme only takes effect for grade 6.
2. The wage system requires company-based adjustment.
3. The local parties may, if necessary, agree on wage amounts and intervals for the wage grades below grade 6.
4. The local parties may agree on other wage systems in accordance with the "Agreement on job-assessed wage systems" in this appendix. Such wage systems must be approved by Virke and HK.

## **Appendix 1C. AGREEMENT ON PERFORMANCE-RELATED PAY**

### **1. Introduction**

- 1.1** The parties recommend that wage systems be introduced in the individual companies, where a part of the total wages are based on the result achieved (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 Main Agreement.

- 1.2** The term "performance-related pay" in the following sections refers to systems where the size of a part of the total wages depends on the results achieved.

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

The purpose of this supplementary agreement is to ensure that the systems that are introduced and are in use are based on principles that the organizations 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 system shall be based on conditions that it is possible to influence for employees covered by the scheme.

- 2.3** In the organizations' 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 wage system. The organizations can request assistance in connection with starting and implementing the work.

### **4. RECOMMENDED CONTENT IN A PERFORMANCE-RELATED PAY SYSTEM**

- 4.1** Performance-related pay should include as many of the company's employees as possible, and as a general rule be based on groups. 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 wages achieved to the 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 several 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 paid 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 obtained, one should seek to carry out 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 that are established according to the principles agreed between Virke and LO, shall be sent to the organizations for notification.

In other cases, agreements shall be sent to the organizations 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 organizations, 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 wage system's rates, etc. regulated according to the provisions laid down in tariff 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 tariff wages (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 organizations, shall be resolved in accordance with the ordinary dispute mechanisms in the Main Agreement's Chapter III.

**Appendix 2A. WAGE REGULATIONS FOR APPRENTICES**

<u>Minimum wage rate for skilled workers:</u>		<u>Per month</u>
1st year as a skilled worker:	Grade 6	NOK 36.013
2nd year as a skilled worker:	NOK 1,544 per month over grade 6	NOK 37.557 (NOK 9.50 per hour)

Skilled workers according to §3(5) with less than 6 years' wages 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 §3(5) with 6 years' wages seniority from earlier, 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 school:</u>		<u>Per month</u>
1st year as a skilled worker:	Grade 2	NOK 26.712
2nd year as a skilled worker:	Grade 6	NOK 36.013
3rd year as a skilled worker:	NOK 1,544 per month over grade 6	NOK 37.557 (NOK 9.50 per hour)

For employees who are skilled workers and who have a responsibility supplement in accordance with §12.7, seventh paragraph, the supplement for skilled workers (NOK 9.50 per hour) shall be granted in full.

Personal supplements that are granted on the basis of acquired total qualifications can be re-evaluated by the employer when the employee receives the supplement for skilled workers.

**Note:**

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

The parties agree that the wage rates for the first year as a skilled worker shall always correspond to grade 6, and that the second year as a skilled worker shall be NOK 1,544 above grade 6.

§3(5) Candidate for experience-based trade certification – Coverage of expenses

For those employees who wish to take a final vocational test pursuant to §3(5) of the Education Act, the company shall cover expenses for 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 test.

## **Appendix 2B. LØNNBESTEMMELSER FOR LÆRLINGER**

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 wage rate for the first year as a skilled worker

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

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

2nd year: 45% of the wage 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 wage 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 regulations to §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 length 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 wage 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. WAGE PROVISIONS FOR WAREHOUSE WORKERS, AUXILIARY WORKERS, DRIVERS, ETC.**

<u>Category</u>	<u>NOK per week</u>	<u>NOK per hour</u>
a) Adult workers over the age of 18	9 233,25	246,22
b) Working foremen	9 359,25	249,58
c) Young employees aged 16-17	6 463,13	172,35
d) Young employees aged 17-18	7 386,75	196,98
e) Temporary staff	9 233,25	246,22

When the company requires that the driver must be able to drive a vehicle of more than 3,500 kg, the driver shall receive a supplement of NOK 180 per week.

Refer to §12.2 of the National Collective Agreement with regard to individual wage determination.

**Skilled Workers**

Skilled workers with a relevant public certificate of apprenticeship shall have a supplement of NOK 9.50 per hour on the wages applicable at any given time.

**Apprentice Wages**

3 year – 40% of the minimum wage (the company's starting wage) plus the skilled worker supplement.

4 year – 60% of the minimum wage (the company's starting wage) plus the skilled worker supplement.

For apprentices, the calculation basis for the overtime supplement is the company's minimum wage (starting wage).

**§3(5) Candidates for Experience-Based Trade Certification**

All employees who meet the criteria for taking the §3(5) test on 01.04.1998 and before 01.04.2000, shall be offered §3(5) training by 01.04.2001.

Employees who meet the criteria after 01.04.2000 shall be offered §3(5) training no later than one year after the criteria have been met.

For these employees, the company shall cover expenses for teaching materials and examinations, as well as ordinary wages for the examination.

After passing the final vocational test and after completing the industry course, the employees shall be paid according to the rates for skilled workers. New remuneration shall be granted with retroactive effect from the time when the employee received their certificate of apprenticeship.

For newly hired skilled workers with a relevant certificate of apprenticeship, the above rules apply with effect from the date of appointment.

### **Shift Supplement**

For apprentices, the calculation basis for the shift supplement is the apprentice's minimum wage (starting wage).

A supplement of 20% of the wages shall be paid for 2-shift work for warehouse workers, auxiliary workers, drivers, etc. For 3-shift work, a 30% supplement shall be paid for all hours worked. For all shift work after ordinary working hours on Saturdays and days before public holidays and on Sundays and public holidays until 22:00 last public holiday eve, as well as 1 and 17 May, a 100% supplement shall be paid. Shift workers who work overtime before or after the shift shall have the ordinary overtime percentages in addition to the shift percentages for their shift, calculated from the hourly wage. This provision shall in no case entail that the sum of shift and overtime supplements exceeds 150%.

### **Forklift Driver Supplement**

Permanently employed forklift drivers who operate forklifts with a lifting weight of more than 2 tonnes and a lifting height of 4 metres, and who must have a driver's license and forklift driver's license, shall receive a supplement of NOK 56 per week.

When the company requires that the forklift driver must have certificates entitling them to drive a forklift with a lifting capacity of more than 10 tonnes, or the person in question must by law and regulations have an extended driver's license in addition to the forklift driver's license, he shall receive a supplement of NOK 105 per week.

No one can receive both supplements.

Skilled workers do not receive supplements for the qualifications that are covered by the certificate of apprenticeship at any given time.

Food allowance for overtime work is NOK 96.

When implementing wage increases etc. in accordance with the above, the same guidelines are followed as set out in the proposal regarding the National Collective Agreement in general.

### **Agreement on Working Time Arrangements**

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.

#### **Appendix 4. 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 death and funeral, where it concerns an immediate family member.

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 personnel who can issue a sick note, and further treatment as these indicate. This relates to events 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 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 call 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 in kindergarten 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 daycare centre/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 scheme with compassionate leave.

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 5. 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 and then other parties in the collective bargaining agreement in 2008, agreed that the AFP scheme existing at that time should be replaced by a new AFP scheme that was adapted to the regulations in the new retirement pension in 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 retirement 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 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 obligations incumbent on the company. The statutes also contain certain special rules that may mean that the individual employee is not entitled to AFP.

The statutes in force at any given time can be found at [www.afp.no](http://www.afp.no).

### **III. Original AFP Scheme**

Initially, AFP was granted to employees who have 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 later demand withdrawal of a new AFP.

### **IV. New AFP Scheme**

The new AFP is granted to employees born in 1944 or later and who are 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 earned. 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.

Refer also the statutes ([www.afp.no](http://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. The Pension Level in 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. 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 retirement 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 provides subsidies to AFP. Until 31 December 2010, the rules apply that are set down in the Act of 23 December 1988 no. 110 and from 1 January 2011 the rules apply that are set down in the AFP Supplement 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 company in accordance with the company's report on code 111-A. The company shall only pay premiums on the part of the payments to the individual employee in the previous income year that is between 1 and 7.1 times the average 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 or YS.



## **Appendix 6. THE EARLY RETIREMENT PENSION SUPPLEMENT SCHEME**

### **§ 1 Background and Objective**

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

The purpose of the Early Retirement Scheme shall be to provide an extra benefit to those who retire with AFP at the age of 62, 63 or 64, without simultaneously receiving earned income.

This protocol (the Early Retirement Protocol) replaces the protocol from the 2018 settlement

### **§ 2 Establishment**

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

LO and YS will agree, within the framework of this appendix, the more detailed rights and obligations for the individual employee vis-à-vis the Early Retirement Scheme.

The regulations that apply for the Early Retirement Scheme at any given time are available on the website of the Early Retirement Scheme, see [www.sliterordningen.no](http://www.sliterordningen.no).

The Early Retirement Scheme was established with effect from 01.01.2019. The Early Retirement 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 Early Retirement Scheme shall inform NHO of the changes made to the regulations related to the scheme.

### **§ 3 Collective Agreements with Early Retirement Protocol**

LO and YS shall include the Early Retirement Protocol in all collective agreements with AFP entered into with NHO. LO and YS shall offer the Early Retirement Protocol included unchanged 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), Maskinentreprenørenes Forbund (MEF), the Norwegian Truck

Owners Federation (NLF), the Norwegian Shipowners' Association (NR) and KA Arbeidsgiverorganisasjon for kirkelige virksomhet.

The Early Retirement Protocol may, with the consent of the Early Retirement Scheme, be included unchanged in collective agreements entered into between other collective bargaining organisations than those listed in the first section, when the agreement is listed 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 Protocol unchanged 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 Scheme by direct agreement.

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

#### **§ 4 Individual Requirements**

Early retirement supplements are paid to an employee born in 1957 or later, and is conditional on the employee

being granted AFP from the Joint Scheme for AFP,

being employed in a company affiliated to the Early Retirement Scheme at the time of retirement for AFP, and

having had an average income for the last three calendar years before receiving the benefit, that does not exceed 7.1 G.

After withdrawal of the early retirement allowance, a gross annual income of up to NOK 15,000 is permitted. Higher income means that the Early Retirement Supplement will cease entirely and that a new early retirement supplement cannot be granted.

The Early Retirement Scheme can adopt rules about 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 Supplement, refer to the website of the Early Retirement Scheme [www.sliterordningen.no](http://www.sliterordningen.no).

#### **§ 5 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 paid.

Persons born in 1957 receive 1/7 of the benefits mentioned in the first section, and those born

later receive an additional 1/7 of the benefits for each cohort up to the 1963 cohort.

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.

## **§ 6 Financing**

The early retirement scheme is financed by capital that is 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 Scheme. The premium rates per quarter 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 Early Retirement 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 Early Retirement Scheme.

## **§ 7 Change and Liquidation**

If the AFP scheme is changed and this affects the right to receive an early retirement supplement, the Early Retirement 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 Scheme and assess the scheme's financial sustainability. Should it prove necessary to safeguard the solvency of the Early Retirement Scheme, LO and YS may agree between themselves to make the

necessary changes that deviate from the provisions of the protocol 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 allowances will no longer be granted.

The Early Retirement Scheme shall be discontinued after the last payment of early retirement 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 areas have also contributed to the finances of the Unemployment Compensation Scheme and the Early Retirement Scheme.

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

## Appendix 7. HOLIDAY

### 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 diverging working hour arrangements based on different phases of life, working and living situations, etc. Increased flexibility, together with the fifth holiday week, could contribute to reduced sick leave 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 §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 different working hours arrangements, 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 hourly account scheme. Individual agreements have priority after agreements entered into with the shop stewards..

### A. Fleksibilitet

- a) Der partene lokalt er enige om det, kan det som en forsøksordning iverksettes bedriftstilpassede ordninger som går ut over overenskomstens bestemmelser for så vidt gjelder arbeidstid og godtgjørelser for dette. Slike ordninger skal forelegges forbund og landsforening til godkjenning.
- b) Det er adgang til å gjennomsnittsberegne arbeidstiden etter reglene i arbeidsmiljøloven §10-5. Tariffavtalens parter kan bidra til at slike avtaler etableres.
- c) Det kan foreligge individuelle behov for avvikende arbeidstidsordninger, fritidsønsker mv. Slike ordninger avtales med den enkelte eller de tillitsvalgte, for eksempel i form av gjennomsnittsberegnet arbeidstid eller timekontoordning. Individuelle avtaler står tilbake for avtaler inngått med de tillitsvalgte.

### Note

*Agreed and approved pilot schemes shall not, however, weaken collectively agreed remuneration. Avtalte og godkjente forsøksordninger skal dog ikke svekke tariffbestemte godtgjørelser.*

## **B. Contractual Holidays**

1. The extended holiday, 5 working days, cf. §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 is maintained, cf. the Holidays Act, §5 no. 2.

An employee may demand 5 working days off each calendar year, cf. the Holidays Act, §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 §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, §10 no. 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 operations are completely or partially stopped 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 earning holiday pay.

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

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 8. FRAMEWORK AGREEMENT FOR REMOTE WORKING**

### **1. Generally**

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 tool to increase the company's competitiveness and the parties' opportunity for flexibility and competence.

The conclusion of remote working agreements shall be based on voluntariness. 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 suitability and professional assessment. Remote work presupposes good organization and well-organized 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.

For remote working, the provisions and regulations of the Norwegian Working Environment Act are assumed to be followed as far as practicable.

If the company prepares guidelines for remote working, these shall be discussed with shop stewards, cf. the Main Agreement's Chapter 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. Which Employment Relationships are 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. Relationships 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 §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 is a supplement to the ordinary employment contract. The parties thus have the opportunity to terminate the remote working agreement without terminating the ordinary employment contract.

#### **6.2 Trial Period**

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

### **6.3 Period of notice**

The parties may terminate the agreement with a 1-month deadline after the end of the trial period. After the 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 systems of 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**

The employee is 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 case processing, duty of confidentiality and proper storage of documents known to the remote working employee, and shall assess whether measures must be implemented for the rules to be followed. The employee is obliged to follow these rules.

The employee is further obliged to follow the rules that apply for 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 accordance 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. 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, refer to 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 more 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 shall 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 requires it.

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 given 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 himself 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 9. EQUAL TREATMENT**

### **From words to action - An action program for gender equality**

In the work to achieve gender equality, the main organizations 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 view, this is an action programme with a strong focus on cultural change through active action.

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:

### **The Work with 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 Main Agreement period.

### **Company Development**

Successful company development requires that the gender equality aspect is an integral part. 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 organizations' normal work within the individual subject areas.

### **Equal Pay for the Same Work and for Work of the Same 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 Main Agreement period.

### **Recruiting**

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**

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

According to the Norwegian Technical Calculation Committee for Wage Settlements (TBU), wage development 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 mapped and assessed.



### **Working Life – Family Policy**

LO and Virke will actively support a development towards men taking a greater part of the 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 the work with 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 10. CONTINUING AND FURTHER EDUCATION**

### **Introduction**

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

Competency 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 competency 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 venture 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 large area do not lag behind or suffer in relation to developments in other collective agreement areas etc.

### **Training Committee**

In accordance with the assumptions in the Main Agreement, issues related to competence development can be discussed and dealt with in the individual company committees, cf. Main Agreement, Part B, chapter 1. 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 separate training committee where the parties are equally represented.

### **Competency Development**

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

#### **The Competency 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 through taking a trade or journeyman's examination through the internship scheme, cf. §3(5) of the Education Act. In such cases, the company shall cover expenses for any course fees, teaching 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 or Absence**

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

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

The responsibility to cover the costs in connection with 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. Main agreement, additional agreement IX)

Training based on the law on the right to educational leave must be financed in another way, 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 Main Agreement, Additional Agreement IX, between LO and Virke, are also generalised, cf. the requirement for generalisation in the Action Plan from 1998.

If the latter group is divided into two, a distinction can be made 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 outside the company's needs (cf. Main agreement, Supplementary Agreement IX).  
Responsibility for financing subsistence during leave for this group is unclear.

The parties agree that the establishment of subsistence support schemes for the group under item 2 through the collective bargaining agreements will impose unilateral burdens on collective bargaining companies. It must therefore be a prerequisite that any such scheme is based on equal rights and obligations for the entire working life in both the private and public sector, and applies to all employees and employers, cf. the requirement for generalisation in the Action Plan from 1998.

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

LO and Virke agree that it must be investigated in more detail how support schemes for subsistence during educational leave, cf. section 2 above, can be designed. refer to the letter of 09 May 2000, from the Prime minister to the Ombudsman. The parties assume that Virke is given participation in the investigation work that will be initiated in accordance with the above-mentioned letter.

## **Appendix 11. 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 organization 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 placement and organization of working hours
  - staffing
  - competency
  - design of the work premises and technical solutions
2. Arbeidsgiver skal sammen med de tillitsvalgte og verneombud (jf. Aml 6-1 Plikt til å velge verneombud) rutinemessig evaluere effekten av iverksatte og planlagte forebyggende tiltak.
  3. Ved ran, ransforsøk, vold, overfall eller trusler om vold skal arbeidsgiver umiddelbart sørge for at den/de utsatte får nødvendig vern og behandling med hensyn til den fysiske og psykiske belastningen som hendelsen kan ha medført.

## **Appendix 12. EMPLOYEES IN TEMPORARY EMPLOYMENT AGENCIES**

The provisions in this appendix regulate matters in staffing companies/temporary employment agencies that are covered by this agreement, cf. §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 in 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 Main Agreement apply.

### **Appendix 13. 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 main 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 stewards:

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 centrally develop and make available guides and tools that can help companies to adjust in a sustainable direction.

## **SUPPLEMENT TO THE NATIONAL COLLECTIVE AGREEMENT**

- Industry Regulations for Bingo Companies
- Industry Regulations for Kiosks
- Special provisions for Narvesen Norge AS and other Narvesen kiosks that apply the provisions
- Industry Regulations for Photo Laboratories



## **BINGO**

### **1. SCOPE (REPLACES §1.1.1 IN THE NATIONAL AGREEMENT REGARDING ELECTRICAL WORK, LOK)**

The provisions of the appendix apply to employed bingo hosts, first hostesses and office staff.

### **2. CHRISTMAS EVE, NEW YEAR'S EVE, EASTER EVE AND WHIT SATURDAY (REPLACES §2(17) IN LOK)**

On Christmas Eve, New Year's Eve, Easter Eve and Whit Saturday, ordinary working hours end at 15:00.

When the work ends at the above time, this is considered a full day and shall be paid with ordinary wages.

Any work after kl. 15:00 on Christmas Eve, New Year's Eve, Whit Saturday and Easter Eve shall be reimbursed as overtime and paid with 100% overtime supplement.

When the work ends earlier, the time up to the above time may be required to be worked up.

For work on public holidays and festivals, except Sundays, NOK 110 shall be paid in addition to the hourly wage without shift allowance.

### **3. §2.16 AND §16.2 AND APPENDIX 3 OF THE NATIONAL AGREEMENT REGARDING ELECTRICAL WORK (LOK) DOES NOT APPLY TO EMPLOYEES IN BINGO COMPANIES.**

### **4. SHIFT WORK (REPLACES §2.13 IN LOK)**

Two-shift work in bingo companies means a working hours scheme which entails that employees work alternately for a period during the day and a period in the evening, usually every second week with day and evening work, respectively.

If the agreed working hours are not regarded as 2-shift work, the employees shall be given a supplement in accordance with LOK, §19.3 no. 1.

**5. WAGES PROVISIONS IN BINGO COMPANIES (REPLACES APPENDIX 1A IN LOK).**

**Minimum wage rates on 1 April 2022**

<b>Ordinary daytime work</b>	<b>Monthly wages excluding supplements</b>	<b>Hourly wage (div. 162.5)</b>
<b>Children under 16 years of age.</b>	19 241,-	118,41
<b>Children under 18 years of age.</b>	19 728,-	121,40
<b>Grade 1</b>	26 574,-	163,53
<b>Grade 2</b>	26 721,-	164,38
<b>Grade 3 (25 years of age)</b>	27 050,-	166,46
<b>Grade 4</b>	27 958,-	172,05
<b>Grade 5</b>	30 355,-	186,80
<b>Grade 6</b>	36 013,-	221,62

<b>Work on 2-shift arrangement</b>	<b>Monthly wages excluding supplements</b>	<b>Hourly wage 154 hours, excluding supplement</b>	<b>Hourly wage 154 hours, including 12.5%</b>
<b>Children under 16 years of age.</b>	19 241,-	124,94	140,56
<b>Children under 18 years of age.</b>	19 728,-	128,10	144,11
<b>Grade 1</b>	26 574,-	172,56	194,13
<b>Grade 2</b>	26 721,-	173,45	195,13
<b>Grade 3 (25 years of age)</b>	27 050,-	175,65	197,61
<b>Grade 4</b>	27 958,-	181,55	204,24
<b>Grade 5</b>	30 355,-	197,11	221,75
<b>Grade 6</b>	36 013,-	233,85	263,08

For placement and seniority calculation, refer to §12.2 of the National Agreement regarding electrical work

## **KIOSKS**

### **1. SCOPE (REPLACES §1.1.1 IN THE LOK)**

Bilagets bestemmelser skal gjelde for arbeidstakere som har sitt arbeid i kiosker.

The provisions of the appendix shall apply to employees who work in kiosks.

Kiosks are outlets that, regardless of location and external shape, carry a product range consisting of one or more of the following product groups and services, or that in the future will affect these product groups:

Reading material, fruit, tobacco, chocolate goods, ice cream, mineral water, sausages, flowers, film/photo, video, card goods, rack goods (prospectus cards/greeting cards/plates/toys), cash tickets, lotto, ticket sales and other service tasks.

### **2. WEEKLY WORKING HOURS (REPLACES §2.8 IN LOK)**

The ordinary effective working hours, including Sunday and public holidays and service on 1 and 17 May, shall not exceed 37.5 hours per week, cf., subject to §2.11.

In kiosks where the operations require the individual employee to:

- a) work at least every third Sunday, or
- b) work in two shifts and comparable rota work that is regularly conducted on Sundays and public holidays,

ordinary effective working hours shall not exceed 9 hours a day and 35.5 hours a week. Refer also to §10(4)(5) of the Working Environment Act.

Employees who work in a 100% position have the right to work 37.5 hours per week on average. If this is not possible within the agreed working hours framework, the employee has the right to demand that the working hours scheme shall allow for incorporation of the remaining time, cf. §2.11.

### **3. CHRISTMAS EVE, NEW YEAR'S EVE AND WHIT SATURDAY (REPLACES §2(17) IN LOK)**

On Christmas Eve, the kiosks shall normally close at 15:00. On New Year's Eve and Whit Saturday, the kiosks shall normally close at 16:00.

Work beyond. 13:15 on Christmas Eve, New Year's Eve and Whit Saturday, as well as all work on Sundays, moving public holidays, Easter Eve, 1 and 17 May, shall be paid with a supplement of NOK 110 per hour.

### **4. DIVISION AND PLACING OF WORKING HOURS**

If no agreement is reached between the company and the employee regarding working hours, the matter can be brought before the parties to the agreement. Employees can raise such issues with their shop steward.

Employees who work in underground kiosks shall be entitled to regular air breaks that are included in the daily working hours. However, this only applies if the staffing situation indicates that it can be carried out without closing the kiosk. The length and frequency of the breaks shall be agreed between the parties.

**5. SPECIAL SUPPLEMENTS (REPLACES §19.3.1 IN LOK)**

Ordinary working hours from and including Monday until and including Saturday, which according to the service plan are scheduled between 21:00 and 24:00, shall be paid with a supplement of NOK 45 per hour. Work between 24:00 and 06:00 shall be paid with a supplement of NOK 110 per hour.

**6. SUPPLEMENTS IN ADDITION TO THE MINIMUM WAGE RATES (IN A SUPPLEMENT TO APPENDIX 1A IN LOK)**

Supplements in addition to the minimum wage rates shall be granted according to the period of employment in the company:

After 1 year: NOK 2 per hour

After 2 years: NOK 3 per hour

After 3 years: NOK 5 per hour

**Note:**

*In companies that have entered into the kiosk agreement before 01.04.1990, the employment period shall be calculated from 01.04.1989 for those who are then employed, with regard to the above-mentioned supplements.*

**SPECIAL PROVISIONS FOR NARVESEN NORGE AS AND OTHERS NARVESEN KIOSKS THAT APPLY THE REGULATIONSBESTEMMELSENE**

**a) Shift allowance/inconvenient working hours (UB) supplements (replaces §19.3 in LOK)**

For service Monday to Saturday between 21:00 and 24:00 and for service on Easter Eva until 13.15, a shift supplement shall be paid of NOK 45. For service on Easter Eve after 13:15, a supplement of NOK 110 shall be paid.

A shift supplement of NOK 110 per hour shall be paid for service between 24:00 and 06:00 and for service on Sundays and public holidays, as well as 1 and 17 May.

Extra help and summer substitutes shall similarly be paid NOK 10 and NOK 25 per hour, respectively.

**b) Attendance allowance when public transport cannot be used**

When opening hours or imposed work in addition to the service plan (last shift) or early arrival on Sundays and public holidays means that the employees cannot use ordinary means of transport to reach their home or reach the workplace, up to NOK 100 shall be paid for each occasion.

It is a requirement that the employee lives so far away from the workplace that it must be assumed that it is reasonable to use a mode of transport.

## PHOTO LABORATORIES

### 1. SCOPE (REPLACES §1.1.1 IN THE NATIONAL AGREEMENT REGARDING ELECTRICAL WORK, LOK)

This appendix shall apply to employees who carry out laboratory work in photo laboratories and employees in shops that are mainly engaged with mini laboratories.

### 2. SHIFT WORK (REPLACES §2.13 AND §12.7, FOURTH PARAGRAPH IN LOK)

In laboratories that use larger machine installations during their production, it shall be permitted to introduce a shift scheme with a 2-day shift. The change shall be made within the framework of the Working Environment Act, without this entailing any extension of the daily working hours. The shift plan must be set up at least 4 weeks in advance.

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.

The shift supplement shall be either 25% for the hours worked on the 2nd shift or 12.5% for both shifts in the 2-shift scheme.

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.

The prerequisite for such a shift arrangement to be implemented is that it is discussed with the shop stewards in advance. This also applies to the conditions for shift work.

The parties acknowledge that in photo laboratories there will occasionally be a need to work beyond the times that follow from the provisions of §2.11 of the National Collective Agreement, and agree that local agreements pursuant to §10(11) of the Working Environment Act shall be approved by the organizations.

### 3. OVERTIME WORK (REPLACES §3.1, FIRST PARAGRAPH IN LOK)

Overtime work can be used to the extent permitted by current law, but shall be limited as much as possible. Issues in connection with season peaks shall be discussed between the shop stewards and the company as well in advance as possible.

### 4. MISCELLANEOUS PROVISIONS (REPLACES §16 IN LOK)

#### Change of work

Workers in photo laboratories that operate mechanical equipment that is particularly stressful and monotonous, may require this to be alternated with other work.

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.

The breaks are included in the working hours.

### Training manager

In photo laboratories with more than 50 employees, there should be a training manager, who is responsible for the training at the company.

### Additions to the minutes:

#### 1. Work environment/occupational health service

The shop stewards and the company management shall conduct discussions with a view to arriving at a satisfactory occupational health service in accordance with the Norwegian Labour Inspection Authority's regulations, cf. §3(1)(2) of the Working Environment Act, on employers' duty to ensure ongoing monitoring of the working environment and the employees' health, when there may be a risk that influences in the working environment could lead to long-term damage to health. Those who work with chemicals must be checked by a doctor at least once a year.

Due to the chemicals used, the company must ensure that there is satisfactory ventilation in rooms where work is carried out.

In companies where a working environment committee has been established in accordance with §7(1) of the Working Environment Act, the company is obliged to engage qualified health personnel. These personnel shall assist the working environment committee and the safety service in the work of preparing the necessary overview of chemicals, solvents, machines, etc., which may have an impact on the individual's health.

#### 2. Payroll system work etc.

In order to find company-wide agreements on alternative wage systems, the parties recommend that the need for such should be discussed locally. If it turns out that both the employees and the management are interested in trying out an alternative payroll system, a small working group should be set up and tasked with preparing proposals. In connection with their work, the local parties can seek the necessary assistance from their organizations. The organizations shall be informed of the new payroll systems and shall approve these to the extent necessary.

Refer to Supplementary Agreement VI to the Main Agreement.

#### 3. Darkroom work

Employees who work in darkrooms shall be given the opportunity to exchange this for other work by agreement between the shop stewards and the company management. Refer also to §4(1) – 4(4) of the Working Environment Act.

When alternating with other work, the work period in daylight must be at least 1 hour.

### Mini laboratories

- A. The mini laboratory must be arranged with satisfactory ventilation.
  - B. To the extent that it is necessary/relevant to mix chemicals, the employees must be equipped with personal protective equipment so that they are not subject to unnecessary exposure to any hazardous substances.
4. Post in shop under Joint Declarations in LOK does not apply to photo laboratories.

**5. WAGE GROUP DIVISION (REPLACES APPENDIX 1B IN LOK)**

Wage groups	Criteria for job placement
Employees aged 16-17	No placement
I. Employees with simple work	<p>Example of work that <b>can</b> be:</p> <ul style="list-style-type: none"> <li>Sorting manually and mechanically (before pricing)</li> <li>Preparation of film for splicing</li> <li>Preparation of film for film processing hanging machine</li> <li>Paper processor running</li> <li>Lamination for reorder</li> <li>Splicing in daylight</li> <li>Outgoing dispatch (distribution of shipment)</li> </ul>
II. Employees with skilled work	<p>Example of work that <b>can</b> be:</p> <ul style="list-style-type: none"> <li>General machine-copying amateur</li> <li>Punch operator (pricing/packing slip/invoice writing)</li> <li>Copying image by image/slide to image</li> <li>Running a computer-controlled copier</li> <li>Slide duplication</li> <li>Repro amateur (black &amp; white and colour)</li> <li>Splicing in darkrooms</li> <li>Correction by amateur (mechanical and manual)</li> </ul>
III. Employees with qualified and independent work on their own responsibility	<p>Example of work that <b>can</b> be:</p> <ul style="list-style-type: none"> <li>Process and quality control of machines and equipment</li> <li>Correction of subjects (mechanically and manually)</li> <li>Film development</li> <li>Manual copying of amateur and subject</li> <li>Repro from (black &amp; white and colour)</li> <li>Work with video Colour negative analyser</li> <li>Machine set-up</li> <li>Customer service (routine)</li> <li>Chemical mixer (blender)</li> <li>General machine copying subjects</li> </ul>
IV. Employees in senior positions	<p>Example of positions that <b>can</b> be:</p> <ul style="list-style-type: none"> <li>Group leader, head of department, service technician.</li> </ul> <p>Description: Tasks where the position holder independently decides when and how the work tasks are to be solved. The procedure and work tasks are based on experience and previous practice. Decisions involve independent assessment, planning, control and at one's own risk. The position holder has direct management of a group of employees with responsibility for the assignment and control of the employees' work. The responsibility for the group's result lies with the position holder.</p>



**NOTATER**