



ENVIRONMENTAL MANAGEMENT COMPANIES IN NORWAY AGREEMENT 2016 - 2018

BETWEEN **THE CONFEDERATION OF NORWEGIAN ENTERPRISE (NHO)** AND **NHO FEDERATION OF NORWEGIAN INDUSTRIES AND THE ASSOCIATION'S MEMBER BUSINESSES BOUND BY THE AGREEMENT** ON THE ONE SIDE

AND **THE NORWEGIAN CONFEDERATION OF TRADE UNIONS (LO)**
AND **THE NORWEGIAN TRANSPORT WORKERS' UNION**
ON THE OTHER SIDE



AGREEMENT
FOR
ENVIRONMENTAL MANAGEMENT COMPANIES IN NORWAY
FOR 2016
BETWEEN

**The Confederation of Norwegian Enterprise (NHO),
NHO Federation of Norwegian Industries and the Association's
member businesses bound by the agreement**

and

**The Norwegian Confederation of Trade Unions (LO) and
The Norwegian Transport Workers' Union**

Agreement No. 477

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PART I: BASIC AGREEMENT BETWEEN NHO AND LO

The Basic Agreement in force at any one time between NHO and LO comprises Part 1 of this collective agreement.

Entry into the minutes:

The parties support the purpose of the Basic Agreement part B. The parties therefore agree to further develop the partnership between employees, their representatives and management of the individual enterprise. The formalisation of the partnership must be clarified in the individual enterprise.

PART II: JOINT PROVISIONS FOR THE INDUSTRY

§ 1. SCOPE OF THE AGREEMENT

The agreement applies to employees in environmental management enterprises involved in waste management and waste products, including collection, treatment, storage and sorting of waste and waste products, including chemicals, sludge suction, emptying septic tanks, flushing, sanitising, recycling, cleaning, etc.

Jobs requiring travel over distances greater than 150 km shall be locally agreed between the parties in the individual enterprise.

§ 2. EMPLOYMENT – TERMINATION OF EMPLOYMENT

§ 2.1. Probationary period

Prior to permanent employment, the company may, by written agreement, require the employee to complete a probationary period of 6 months. During their probationary period, employees shall be kept informed of their performance.

Permanent employees who leave the company and are re-hired by the same company within three years, are entitled to permanent employment upon commencement of employment, without completing a probationary period.

§ 2.2. Types of employment

§ 2.2.1. General

There is a distinction between permanent and temporary employees.

Terms of employment must be in writing.

§ 2.2.2. Permanent employees

Permanent employees are all full-time and part-time employees.

As a general principle, company personnel policy shall be based on permanent and full-time positions.

Companies may nevertheless use part-time employees if necessitated by practicality and significant economic conditions.

Positions with reduced working hours, part-time jobs, shall be offered to employees in line with the provisions of the Working Environment Act, cf. § 46 A, and under the provisions of the Basic Agreement, for employees entitled to reduced working hours.

Changes in the distribution of the number of full-time and part-time positions shall be discussed with shop stewards before making a final decision. Refer to Chapter 2 of the Basic Agreement. 2.

Part-time positions are defined as positions where the employee has reduced working hours each day, week, month or year, or combinations thereof.

The employment contract shall state the position's percentage of full-time.

Wages shall be calculated at a fixed monthly rate according to the position's percentage of full-time.

Employees who request reduced working hours as part of a flexible pension scheme shall so be offered if such can be implemented without much inconvenience to the company.

Note:

The parties are agreed that the company and its shop stewards shall work actively to ensure that the company may offer as many full-time positions as possible. To support this work, the executive-level parties shall conduct at least one annual assessment of the company's overall shift plan and consider the relationship between full-time and part-time employees.

§ 2.2.3. Temporary employees

Temporary employees include all temporary or extra help employed as needed.

Temporary help is defined as temporary employees who are hired to fulfil a temporary need due to vacation, illness, leave, etc.

Extra help is defined as people who, at short notice, accept short-term employment to fulfil a temporary need due to seasonal peaks, extraordinary workload, etc., or who are employed to perform work of a temporary nature.

§ 2.3. Termination of employment

There is a mutual period of notice of 1 month; however, cf. Working Environment Act § 58.

Such periods of notice commence on the first day of the month following the notification of termination of employment.

For employees still on their 6-month probationary period, there is a mutual period of notice of 14 days.

For termination of employment of temporary employees before the end of the agreed term of employment, there is a mutual period of notice of 14 days.

Notice of termination must be given in writing.

§ 3. COMPANY SENIORITY

§ 3.1. Definition

Company seniority shall be understood as time an individual has been continuously employed by the company.

§ 3.2. Calculation of company seniority

Permanent employees accrue company seniority from the date of employment.
Part-time employees accrue company seniority according to actual hours worked.

Temporary employees do not accrue company seniority.

§ 3.3. Absence not deducted from company seniority

Short welfare leave, cf. Part IV, Appendix No. 9, is not deducted from company seniority.

There shall be no deductions for absence due to mandatory military service of up to 3 months.

§ 3.4. Permanent employees who resign and are re-hired

If an employee covered by this agreement resigns his or her position and is re-hired by the same company, all previous company seniority is lost. Employees who are terminated due to cut-backs and, in line with the Working Environment Act § 67, are re-hired within 1 year, shall retain their company seniority.

§ 3.5. Internal recruitment for vacant positions

When positions and shifts within the company become available, they must also be announced internally.

Employment shall be based on qualifications. In the event of candidates with otherwise similar qualifications, the candidate with company seniority shall be preferred. The parties in the individual companies may enter into local agreements on rules for internal recruitment.

If the company decides to deviate from the seniority principle, it must justify this decision to the shop stewards before the candidate is hired.

§ 4. WORKING HOURS, MEALS AND BREAKS**§ 4.1. Ordinary working hours**

Ordinary weekly working hours are set out in the appendix on the determination of working hours, of 1 January 1987, cf. Part IV, Appendix No. 4.

§ 4.2. Special working arrangements

The company may distribute working hours over six weeks, inasmuch as daily working hours do not exceed nine hours and weekly working hours do not exceed 48 hours. Upon written agreement between the company and the shop steward, the aforementioned distribution of working hours may be expanded, cf. Working Environment Act § 47, item 2.

This also applies to part-time employees provided that the work schedule has been agreed upon in advance.

§ 4.3. Work schedules (shifts and rotas)

For employees who work at different times of the day, work schedules shall be developed in collaboration with the employees by their shop steward.

Work schedules shall show the employee's daily and weekly working hours, rest and meal breaks and weekly time off.

Should there be a need for new work schedules or changes to existing work schedules, such shall be communicated to the shop steward as soon as possible. The shop steward's comments on the schedule's content and organisation shall be taken into due consideration.

The finished work schedule shall be available in such time that the shop steward has at least 16 days notice. Exceptions may be made in consultation with shop stewards.

Minor adjustments to already implemented work schedules may be made at shorter notice, subject to prior consultation with shop stewards.

Companies wishing to supplement their normal labour needs, may hire permanent employees with no fixed work schedule. Such employees shall be notified of their work schedule as early as possible.

See also Part III of the agreement.

§ 4.4. Special circumstances

Employees who are called to work under special circumstances and are no longer required before 2 hours have passed, shall be paid for 2 hours.

§ 4.5. Overtime

For full-time employees, overtime is considered as work performed outside the employee's scheduled working hours. For part-time or temporary employees, or employees with reduced working hours, working hours beyond those stipulated by the employee's terms of employment but within normal working hours, shall be considered additional work and beyond that as overtime.

§ 4.6. Rest and meal breaks

Rest and meal breaks are determined pursuant to the Working Environment Act § 51, as well as driving and rest provisions where applicable.

§ 4.7. Change of base of operations

Any necessary change of base of operations shall be discussed with shop stewards in advance. In the event of a change of base of operations, company seniority shall take priority, all other conditions being equal. As a rule, there should be no relocation within the first year of employment.

If relocation is necessitated due to seasonal variations in production, etc., the base of operations may be temporarily moved 2 times per years, within a distance of 30 km.

§ 5. WAGE PROVISIONS

§ 5.1. General

The parties agree that the company and shop stewards may, in addition to hourly pay/fixed wages, also enter into agreements on bonuses, production incentives and other local pay supplements.

§ 5.2. Special wage provisions

§ 5.2.1. Credit for practical experience

In determining wages, practical experience from similar work shall be taken into account.

Drivers are fully credited for their practical driving experience for licence classes C and D, and CE and DE, respectively.

Other objective criteria for credit for practical experience may be agreed between the company and shop stewards and made applicable to existing employees.

For employees with 37.5 hrs./week, 1794 hours is counted as 1 year of practical experience. (Correspondingly, 1746 hours for 36.5 hrs./week, 1698 for 35.5 hrs./week and 1607 for 33.6 hrs./week).

§ 5.2.2. Compensation for overtime work

Overtime work shall be paid at a 50% premium.

Exceptions from this rule are: overtime between 9.00 p.m. and 6:00 a.m., and overtime on Saturdays and days before public holidays from 1:00 p.m. and on Sundays and public holidays, which shall be paid at a 100% premium.

Calculation of overtime pay shall be based the individual's regular pay, cf. Working Environment Act, § 49, No. 3.

A half hour started but not completed shall be remunerated as a full half hour.

§ 5.2.3. Premiums for abnormal working hours

- a) For work on New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, 1 and 17 May, NOK Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, and after 3:00 p.m. on Christmas Eve, the Saturdays before Easter Sunday and Whit Sunday, and New Year's Eve, a 100% premium shall be paid.
- b) For service in the period between 7:00 p.m. to 6:00 a.m., the overtime premium shall be 25% of the regular hourly rate. From Saturday at 3:00 p.m. to Sunday at 12:00 a.m., the overtime premium shall be 40%.
This premiums shall not be paid for work already compensated at 100%, cf. item a) of this section.

§ 5.2.4. Compensation under special circumstances

Agreements on economic benefits or personal compensation beyond that stipulated by this agreement shall be retained. Such agreements shall be considered as special agreements, and administered in accordance with the provisions of Chapter IV of the Basic Agreement .

Local special agreements with no agreed term or period of notice, and for which no agreement for work of limited duration has been made, shall apply until further notice, with the period of notice for such special agreements stipulated by the Basic Agreement, Chapter IV, § 4-2, No. 3, i.e., 1 month

§ 5.2.5. Special provisions on pay seniority

Compulsory military service in the Norwegian Armed Forces and compulsory civilian national service shall be credited as pay seniority upon employment in the employee's first job after completing service.

Employees on leave in connection with pregnancy/childbirth and adoption, accrue pay seniority for up to one year, provided the employee is entitled to maternity/paternity benefits or adoption benefits under the National Insurance Act.

§ 5.3. Meal allowance for overtime

Employees who have completed a regular work day, and that same day are ordered to work overtime directly following ordinary working hours, shall receive a meal allowance of NOK 82.50, if the company does not provide food and overtime work lasts at least 2 hours.

For overtime work lasting more than 5 hours, the company must provide additional meals or an agreed sum to cover meal expenses.

§ 5.4. Wages for special groups

§ 5.4.1. Young workers

Wages for young workers shall be determined as follows:

- 70% for those between 16 and 17 years old
- 80% for those between 17 and 18 years old

of the then-current adult starting wage for the same or similar work.

§ 5.4.2. Apprentices

§ 5.4.2.1. Apprentices – Reform 94

Apprentices shall be paid in accordance with company wage policies.

Apprentice wages are calculated based on the wages of a newly qualified skilled worker in the same field as the apprentice, excluding any supplements.

Wages shall be:

- 3rd year 40%
- 4th year 60%

For overtime work, apprentices shall be compensated at least equal to other unskilled workers in the company.

In the event that an apprentice fails his or her first apprenticeship examination or final examination due to circumstances outside the apprentice's control, the company is urged to make arrangements for additional practice time and to allow a new apprenticeship examination or final examination to be taken. In the event of extension the apprentice is to be paid at the same rate as the last half year. See also the Norwegian Education Act.

§ 5.4.2.2. Employees with a certificate of completed apprenticeship directly from school

Employees coming directly from school with a certificate of completed apprenticeship and who have no relevant practical experience shall, in accordance with Reform 94, be paid 80% of the wages of a newly qualified skilled worker in the same field, excluding any supplements, until the employee has accrued 1 year of experience in the company.

The minimum hourly rate for skilled workers does not apply in this case.

§ 5.4.3. Examination candidates with practical experience

For employees who want to take a trade or journeyman's examination in accordance with § 3.5 of the Education Act, the company shall reimburse expenses for teaching materials and examinations.

The company must also pay regular wages for the time spent taking the exam.

§ 5.5. Payment of wages

Wages shall normally be paid on the 20th of each month at the latest. Should the payment date fall on a public holiday, wages shall be paid the day before.

Any overtime pay or pay supplements accrued each month shall be paid out on the ordinary pay date of the following month.

These provisions shall not preclude the company and shop stewards from agreeing on other arrangements.

§ 6. PROVISIONS FOR TIME OFF, VACATION AND LEAVE

§ 6.1. Daily and weekly time off

The daily and weekly time off shall be granted in accordance with the provisions of the Working Environment Act § 51, No 2 and 3, and § 54, and the provisions of the Collective Agreement, Part III.

§ 6.2. Vacation provisions

Vacation time shall be provided in accordance with the provisions of the Holiday Act and the Appendix to the Agreement of 2000 relating to contractual vacation, etc., Collective Agreement, Appendix No. 10.

Companies shall try to have their summer holidays during school holidays.

§ 6.3. Leave provisions**§ 6.3.1. Short welfare leave**

For short welfare leave, the agreement for short welfare leave between the central organisations, cf. Part IV, Appendix No. 9. applies.

§ 6.3.2. Other leave

Leaves of absence for education shall be granted in accordance with the Basic Agreement, § 10-11 and Chapter XVIII.

§ 6.3.3. Care leave

The company shall pay normal wages during the period of leave for employees who are granted leave to care for a child in accordance with the Working Environment Act § 12-3.

PART III: SPECIAL PROVISIONS FOR DIFFERENT CATEGORIES OF EMPLOYEES

EMPLOYEES OF ENVIRONMENTAL MANAGEMENT ENTERPRISES (WASTE MANAGEMENT – RECYCLING – SORTING)

§ 1. AREA OF VALIDITY

The agreement applies to employees in environmental management enterprises involved in waste management and waste products, including collection, treatment, storage and sorting of waste and waste products, including chemicals, sludge suction, emptying septic tanks, flushing, sanitising, recycling, cleaning, etc.

Jobs requiring travel over distances greater than 150 km, shall be locally agreed between the parties in the individual enterprise.

§ 2. WAGE PROVISIONS

§ 2.1. General

Employees shall be paid according to the following criteria:

1. Minimum wage for the environmental management industry as well as any:
2. Centrally determined pay supplements for certain types of work
3. Special agreements may be made for production or performance premiums, depending on the nature of work, stress and physical design.

These special agreements depend on the financial status, productivity, profitability and future prospects of the individual company.

There shall be annual local negotiations for special agreements within the individual company.

The company shall, in conjunction with local wage negotiations, also conduct a pay review of employees who are absent due to parental leave.

§ 2.2. Wage rates

§ 2.2.1. Monthly salary

Minimum salary is NOK 26,593.45 per month (NOK 163.15 per hour).

As of 1 January 2017, the minimum salary is NOK 26,919.45 per month (NOK 165.15 per hour).

§ 2.2.2. Pay premium for employees with a certificate of completed apprenticeship

Employees with a certificate of completed apprenticeship shall be paid a premium of NOK 12 per hour in addition to the then-current hourly rate.

For an employee to be recognised as a skilled worker, he or she must have passed the apprenticeship examination in line with statutory training requirements for professional drivers of heavy vehicles or waste management/environmental management work, along with the certificate of completed apprenticeship in logistics.

Note:

Other types of certificates of completed apprenticeship, relevant for the job may be recognised between the local parties.

§ 2.2.3 General foremen

With regard to wages and working conditions for general foremen who are affiliated with the Norwegian Transport Workers' Union (NTF), the respective agreements in force between the Confederation of Norwegian Enterprise (NHO) and the Norwegian Engineers and Managers Association (FLT) and the Norwegian United Federation of Trade Unions, shall apply.

§ 2.3. Competence premium

1) Driver premium:

A premium of NOK 8.25 is paid for all hours worked by employees who perform work with a requirement for a class C/CE licence.

2) Other competence premiums:

An additional premium of NOK 6.25 will be paid for all hours worked by employees who do not qualify for driver premiums, but who perform work with a requirement for one or more of the competencies mentioned below:

- a) ADR general cargo/tank
- b) Forklift truck operator
- c) Crane operator
- d) Machine driver
- e) Machine operator

§ 2.4. Production- or performance-based premiums

Premiums for handling goods that require special competence, or are otherwise abnormally demanding, shall be agreed locally at the individual company.

§ 3. OTHER BENEFITS

§ 3.1. Overtime

Overtime pay is regulated by the collective agreement, Part II, § 5.2.2.

§ 3.2. Premiums for abnormal working hours

Premiums for abnormal working hours are regulated by the collective agreement, Part II, § 5.2.3.

§ 3.3. Cleaning – maintenance

When employees are required to wash vehicles or other similar maintenance work, they shall be paid in accordance with the provisions of the collective agreement.

§ 3.4. Daily allowance

If an overnight stay is required in the company's service, the employee shall receive a daily allowance of NOK 95 per commenced 12 hour period.

For trips that do not require an overnight stay, but extend over 12 hours, a daily allowance of NOK 76 shall be paid.

§ 3.5. Overnight stays

Overnight accommodations are covered upon agreement with the individual company.

§ 4. WORK PLANS

Joint provisions in Part II, § 4.3., shall apply as a general rule.

Employees shall be notified of assignments of a temporary nature, or for which the company receives short notice, as early as possible.

For work tasks of such a nature that work plans are not possible, the company may dictate working hours on shorter notice, from day to day if necessary.

Working hours start and end at the employee's base of operations. The base of operations for each individual driver shall be listed on the work plan. If the parties at a company do not agree on another arrangement, the employee's base of operations shall be considered the place where the driver meets up daily.

§ 5. OTHER PAY SYSTEMS

If the parties to the individual company deem it appropriate, other pay systems or special agreements for particular types of work, may be agreed locally.

§ 6. REIMBURSEMENT OF EXPENSES

Expenses for driver cards for digital tachographs, which are necessary to work as a driver in the company, shall be paid for by the company.

If the company requires drivers to have an ADR certificate, the company shall reimburse drivers for course fees and course materials for the renewal of such certificates, upon prior approval of the expenditure. Any reimbursement for similar expenses for other drivers, can be agreed upon locally – see Chapter XVIII of the Basic Agreement.

§ 7. WORK CLOTHES

The company shall provide necessary work clothes. Work clothes shall be selected with regard to employee needs in summer and winter, as well as special needs for specific types of work.

§ 8. ACCRUED PAY SENIORITY DURING A LEAVE OF ABSENCE TO CARE FOR A CHILD

Up to 1 year of pay seniority may be accrued during a leave of absence to care for a child.

Upon agreed part-time work/partial leave to care for young children, full pay seniority shall be accrued for up to 3 years.

This applies to companies where there is a seniority ladder.

§ 9. DEATH BENEFITS

When an employee who has been with the same company for at least 3 years dies, the company shall pay the spouse, dependent children or other persons dependent on the deceased, an amount equal to 2 months' full pay.

If the company has introduced a statutorily regulated pension scheme, group life insurance or other similar social schemes that accrue to the survivor, the amount due the survivor shall be deducted from the abovementioned severance payment. The same applies to National Insurance benefits, however there is no lump sum payment in case of death, in accordance with the National Insurance Act of 28 February 1997, Chapter 7.

PART IV: ENTRY INTO FORCE – DURATION – APPENDICES

1. ENTRY INTO FORCE AND DURATION

This agreement shall enter into force on 1 April 2016 and shall be valid until 31 March 2018 – and shall continue to be valid for 1 – one – year at a time unless terminated by one of the parties in writing giving 2 – two – months' notice.

See also Appendix 12.

2. NON-ORGANISED ENTERPRISES – COLLECTIVE AGREEMENT REVISIONS

For non-organised enterprises that are bound by this agreement, through direct agreements with the Norwegian Transport Workers' Union (known as "association agreements", "hanging agreements" or "declaration agreements"), where the parties agree to join "the agreement in force at the time in question", the following shall apply:

These enterprises are covered by collective agreement revisions between the parties to the agreement, without terminating the "declaration agreement".

As a consequence of agreement between the national union and the non-organised enterprises to join the agreement in force at the time in question, no particular negotiations and/or mediation are conducted between the national union and the non-organised enterprises, since negotiations/mediation between the parties to the agreement also include/concern the national union and the non-organised enterprises.

When the Norwegian Confederation of Trade Unions/the Norwegian Transport Workers' Union terminates this agreement, the non-organised enterprises shall be notified by way of a copy of the termination. This notice shall count as a prior termination of the collective agreement and complies with the requirements of the Labour Disputes Act for launching legal industrial action.

The Norwegian Transport Workers' Union has the right to call out members in these enterprises for industrial action with notice of stoppage and a possible stoppage of work pursuant to the deadlines in the Basic Agreement § 3-1, No. 1, 2 and No. 4, while notice of stoppage/stoppage of work is given in the main bargaining round. Any industrial action in non-organised enterprises ceases at the same time as the industrial action in the main conflict ceases.

A new agreement concluded between the parties to the agreement is applicable to the non-organised enterprises without any special confirmation.

These provisions are a necessary consequence of the Basic Agreement § 3 -1, No. 3.

If the national union or the enterprise wishes to conduct an independent collective agreement revision, the "declaration agreement" must be terminated according to the applicable rules for termination.

3. APPENDICES TO THE COLLECTIVE AGREEMENT

Provisions contained the following appendices apply to this collective agreement:

The following appendices are attached to the original document:

- Appendix 1 Leasing manpower
- Appendix 2 Employees of temporary help agencies
- Appendix 3 Driver Certificate of Professional Competence (CPC)
- Appendix 4 Bi-weekly wages, wages paid through banks and deduction of union subscriptions
- Appendix 5 Reduction in working hours as of 1 January 1987
- Appendix 6 Statutory extra holidays for older employees
- Appendix 7 Severance pay for employees who are dismissed after age 50
- Appendix 8 Contractual early retirement pension scheme – AFP
- Appendix 9 Information and development fund
- Appendix 10 Agreement on short welfare leave
- Appendix 11 Contractual vacation – Flexibility
- Appendix 12 Pay seniority for compulsory military service
- Appendix 13 Regulatory provisions for contract year 2
- Appendix 14 Equality between women and men



The Confederation of Norwegian Enterprise



The Norwegian Confederation of Trade Unions



NHO Federation of Norwegian Industries



The Norwegian Transport Workers' Union

APPENDIX 1 to the 2016 agreement**Leasing manpower****I**

For leasing manpower from manpower agencies/temporary help agencies, § 14-12 of the Working Environment Act applies.

II

Employees in manpower or temporary help agencies shall have the same wages and working conditions that apply in the lessee enterprise for the duration of the leasing period in accordance with the Working Environment Act, § 14-12 a, (proposal in Prop 74L).

This provision entails that pensions are not encompassed by the principle of equal treatment. If the manpower or temporary help agency is not subject to an agreement between the Norwegian Confederation of Trade Unions and an employers' organisation, then Common Appendices 1, 2, 3, 4, 5, 6 and 8 do not apply.

III

The lessee enterprise is obligated to disclose the necessary information to the manpower or temporary help agency, so that the condition of equal treatment pursuant to item 1.3.2 can be satisfied, and to subject the manpower or temporary help agency to this condition.

At the request of the shop stewards, the enterprise shall document the wages and working conditions that apply at the manpower or temporary help agency when leased employees are to work under the scope of this agreement.

IV

Chapter 6 of the Basic Agreement also applies to leased manpower with the following exceptions: If the lessor enterprise is subject to the Basic Agreement between LO and NHO, disputes concerning the wages and working conditions of the leased manpower are a matter between the parties at the lessor enterprise. Upon request, the shop stewards and representative from the lessee enterprise may contribute to negotiations with information on the agreements in said lessee enterprise.

If the lessor enterprise is not subject to the Basic Agreement between LO and NHO, the shop stewards in the lessee enterprise may address claims of a breach of the principle of equal treatment in item 1.3.2 so that the lessee enterprise can clarify and rectify the situation as necessary.

Leased employees shall be presented to the shop stewards at the lessee enterprise. When discussing the leasing of manpower, the local parties shall also discuss the resources for shop steward work, cf. § 6-6 of the Basic Agreement.

Note:

Items 1.3.2, 1.3.3 and 1.3.4 shall be implemented at the same time as the amendments to the Act enter into force, cf. Proposition No. 74L (2011-2012).

APPENDIX 2 to the 2016 agreement**Employees of temporary help agencies**

The provisions of this Appendix regulate conditions of employment for manpower/temporary help agencies covered by this Agreement cf. § 1.

1. This agreement may be made applicable as a collective wage agreement in manpower or temporary help agencies that have employees who are hired out and perform work under the scope of this agreement, cf. § 2.3.
2. Employees shall have a written employment contract in accordance with the provisions of the Working Environment Act.
3. A written assignment contract containing all the relevant information on the nature, content and duration of the assignment shall be issued for all assignments.
4. Termination and dismissal apply in accordance with the provisions of the Working Environment Act.
5. If an employee is offered employment by the lessee enterprise, he/she may give notice of his/her resignation and terminate his/her employment at the end of the notice period, unless the parties agree otherwise. During the notice period the employee is entitled to continue to work at the lessee enterprise for the duration of the assignment.
6. The wages and working conditions that have been agreed upon at the lessor enterprise apply for leasing to enterprises that are subject to this agreement, cf. Appendix 2 item 1.3.2.
7. The wages and working conditions that have been agreed upon at the lessor enterprise apply for leasing to enterprises not subject to this agreement, provided they are not in breach of the equal treatment provision of the Working Environment Act.
8. The duty to pay wages applies in accordance with the employees' employment contract. The Working Environment Act and Basic Agreement apply for lay-offs and the termination of employment.

Entry into the minutes:

The parties assume that LO will terminate the Manpower Agreement between LO and NHO.

During the agreement period, the parties agree to practise § 3-7 (2), second paragraph of the Basic Agreement in the same manner as it has been practised in relation to the existing Manpower Agreement.

If agreement is not reached on continuation of this practice, then § 3-7 (2), second paragraph of the Basic Agreement will apply in the ordinary manner as of the 2014 collective agreement revision.

APPENDIX 3 to the 2016 agreement**Driver Certificate of Professional Competence (CPC)**

In accordance with the Regulation on Professional Drivers (Regulation of 16 April 2008 No. 362, Regulation on Basic Training and In-Service Training for Professional Drivers) drivers are required to undertake in-service training, currently in the amount of 35 hours every five years.

In cases where parties are not covered by diverging local agreements, the following shall apply:

- 1) The employer shall provide permanently employed drivers with an in-service training offering in accordance with the applicable regulation. Following talks with shop stewards, the employer establishes the method, time and place of implementation of the in-service training.
- 2) If the employee does not participate in in-service training offered by the employer, the employee is responsible for completing relevant in-service training within the statutory deadlines. In such cases the employee must cover the costs.
- 3) If the employee fails to attend the in-service training course without valid reason, the employer can demand that the employee repay any outlays.
- 4) The employee does not have the right to attend an in-service training course during his/her notice period.
- 5) Costs are covered as follows:
 - a. The employer covers course expenses, including any learning material.
 - b. The employer pays the ordinary salary for the time spent on the course, which equates to 35 hours. Hours spent on courses in accordance with the professional driver regulation are not deemed to be working hours, and participation in courses shall not trigger overtime or other financial compensation.
 - c. Employees who attend all or parts of the course in their leisure time will have their course time compensated correspondingly.
 - d. If the course is not held at the base of operations, local agreements may be entered into for the cover of the employee's travel costs to and from the course location and of board and lodging if applicable.

Course costs and salary compensation shall be written off over a period of 12 months. In the event of voluntary resignation, any outstanding amount shall be repaid.

Implementation

Existing local agreements that do not provide at least as favourable terms as this agreement lapse in their entirety without cancellation on 1 September 2014. Other agreements must if necessary be cancelled in accordance with the provisions of the Basic Agreement.

Appendix 4 to the 2016 agreement**GUIDELINES CONCERNING DEDUCTIONS OF UNION SUBSCRIPTIONS****THE NORWEGIAN TRANSPORT WORKERS' UNION
AND ITS LOCAL DEPARTMENTS**

1. The enterprise calculates subscriptions together with salaries for each remuneration period.
2. The subscription is deducted from the employee's salary. The insurance subscription is deducted in almost the same amount for everyone; the union subscription by applying the same percentage rate to the individual's gross salary. The fixed monthly amount in NOK and percentage rate are determined by the union. Changes to the percentage rate and amount in NOK must be notified no later than one month before they enter into force.
3. The union subscription is calculated based on the organised employee's taxable gross salary with the exception of the fees as a member of the enterprise's board or corporate assembly and any premium from activities connected to business proposals. The gross salary is deemed to be the sum of the amounts stated in sections 1.1 and 1.2 in the certificate of pay and deductions, including sick pay.
4. The calculated subscription is deducted after mandatory deductions, such as pension premiums, premiums for the sick pay scheme or operational sickness insurance fund and the information and development fund, contribution deductions, tax deductions and attachments of earnings. If there are insufficient funds for the calculated subscription, the amount is deducted from a subsequent remuneration period.
5. The total subscription deduction (the subscription amounts and insurance subscriptions) that are deducted from the employee's salary are transferred as a single amount no later than 8 days after the end of the remuneration period to the stated account number in the union's bank.
6. At the end of each month the enterprise sends a summary list of the deducted subscription amounts in the salary month to the local trade union(s) for each organised employee. The deducted subscriptions are detailed on the pre-printed lists that are issued by the union at the beginning of each month. If the enterprise wishes it can use its own deduction lists/computer lists and submit these together with the union's pre-printed lists.

The reporting shall also include organised employees who have not been paid a salary in the reporting period, but who continue to be employed by the enterprise (absent due to leave, military service etc.)

If the enterprise makes subscription deductions from an employee who is a member of another trade union it is assumed that the necessary reporting will be coordinated.

7. The local trade union/department shall notify the enterprise of any new or departing members. The introduction or cessation of deductions shall follow the remuneration periods. Notifications should have been received by the enterprise no later than 14 days before the time salaries are calculated.
8. The enterprise shall notify the local trade union/department of the cessation of the employment relationship, the reaching of pensionable age, compulsory military service and granted leave of at least three months' duration for organised employees. If the enterprise learns that an employee on sickness leave has been granted a disability pension, this shall also be notified.
9. The necessary adaptations or transitional schemes shall be agreed for enterprises that cannot fully comply with the guidelines for technical reasons.

Enters into force from 1 May 2002.

The guidelines concerning deduction of union subscriptions, which are based on an agreement between NTF and LTL, permit negotiation on changes irrespective of the term of the collective agreement

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Appendix 5 to the 2016 Agreement**Reduction in working hours as of 1 January 1987****A. As of 1 January 1987, working hours shall be reduced as follows:**

1. To 37.5 hours a week:
Daytime working hours
2. To 36.5 hours a week:
Ordinary two-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.
3. To 35.5 hours a week:
 - a. Work that is performed “mainly” at night.
 - b. Work on continuous shifts round the clock and “comparable” rotas.
 - c. Two-shift and "comparable" rotas "regularly" worked on Sundays and/or public holidays.
 - d. Systems of working hours that result in individual employees having to work at least every third Sunday and/or movable public holiday.
4. To 33.6 hours a week:
 - a. Work on wholly continuous shifts and “comparable” rotas.
 - b. Work below ground in mines.
 - c. Work on tunnelling and excavation of spaces in rock below ground.
5. For those who have extended working hours owing to standby duties or passive duties in accordance with the Working Environment Act § 10-4, paragraphs 2 and 3, the extension shall be based on the number of hours in the agreement.

B. Implementation of compensation for reduction in working hours

- a. Weekly, monthly and annual pay shall remain unchanged. If the employee additionally receives a bonus, production premium or the like which depends on the time worked, the alterable part shall be adjusted according to item d below.
- b. Hourly pay (minimum pay rates, normal pay rates, individual pay rates and compensation for loss of piecework earnings) shall be increased by 6.67% for those whose working hours are reduced from 40 to 37.5 hours, 6.85% for those whose working hours are reduced from 39 to 36.5 hours, 7.04% for those whose working hours are reduced from 38 to 35.5 hours. and 7.14% for those whose working hours are reduced from 36 to 33.6 hours.
- c. Other rates of pay that are specified in NOK and øre per hour shall be increased in a manner corresponding to item b when it is clear that, if the rates were not adjusted, the employee's weekly earnings would drop when shorter working hours commenced.
- d. Piecework rates, fixed piecework rates and price lists, production premiums, bonus systems and other pay systems with varying earnings, shall be adjusted so the hourly earnings are increased by the percentage applicable pursuant to item b above.

Until agreement is reached concerning adjustment of rates for piecework etc., the abovementioned increases shall be paid per hour worked. The parties may also agree that said increases shall be kept apart from piecework rates etc. and be paid per hour worked.

- e. Standard piecework rates (basis for calculating piecework pay) shall be adjusted so that piecework earnings rise by the percentage that is to be applicable pursuant to item b above. Until agreement is reached regarding adjustment of standard piecework rates (basis for calculating piecework pay), the old standard rates (basis for calculating piecework pay) shall be used for piecework and the increases shall be paid per hour worked. When an enterprise within an agreement area for which the Basic Agreement sets standard piecework rates, has to use higher figures than the standard piecework rates in the Basic Agreement, these figures shall only be adjusted to the extent necessary to bring them up to the standard piecework rates in the new agreement.
- f. Subject to agreement between the parties within the individual agreement areas, it may be agreed that compensation pursuant to items a–e above shall be given in the form of an increase in pay instead of as a percentage.

C. General remarks concerning implementation

1. When implementing shorter working hours pursuant to item A above, it is of decisive importance that the individual enterprise achieves greater flexibility with regard to when the work is to be performed, maintains appropriate working hours and attains efficient and effective utilisation of working hours.
2. Before shorter working hours are implemented, negotiations regarding practical implementation shall be conducted at the individual enterprises.
3. All collective agreements are to contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the shop stewards to work to this end. Breaks, washing times etc. shall be reviewed with the aim of making working hours as effective as possible. If, in the opinion of one of the parties, there is no longer any reason to continue the arrangements, the matter shall be handled in the normal manner for collective agreements.
4. Under § 10-12, paragraph 4, of the Working Environment Act, the parties to a collective wage agreement are, subject to certain conditions, permitted to agree on a different arrangement with regard to working hours than the Act prescribes as normal. If, in particular industries or enterprises, there is a special need for maintaining the present working hours, the parties to the collective agreement may make an agreement regarding this in accordance with the provisions of the Working Environment Act, § 10.
5. In connection with the shorter working hours it may, for the purpose of economic utilisation of production equipment, be desirable to have different ordinary working hours for the different groups of employees, within the framework of the Working Environment Act. Within the system of working hours it may be desirable to have the employees take their breaks at different times. Rules regarding this provision shall be inserted in the individual collective agreements.
6. If the system of working hours results in some work-free weekdays, employees who work on days when they should have had the day off, shall be paid a 50% overtime premium. In cases where under the collective wage agreement a 100% overtime premium is payable for overtime work on Sundays and public holidays and the eve of such days, a 100 % premium shall be paid after 12:00 p.m. on Saturdays and after 4:00 p.m. on the other weekdays.
7. When there is due reason, the enterprise may change days off. In cases where conditions for this are not prescribed in an agreement for the branch of industry or the enterprise, the following shall apply: Instead of the stipulated day off, a corresponding day off may be given in the course of the following 4 weeks. Notice of change of the day off shall be given by not later than the end of working hours two days prior to the day off. At the same time the enterprise shall inform the employee of the day to be taken off instead. When conditions for changing the day off are satisfied, the employee shall not receive additional pay for time worked during ordinary working hours before 12:00 p.m. on Saturdays or before 4:00 p.m. on the other weekdays.

8. In enterprises where the rules in § 10-4, paragraph 4, of the Working Environment Act concerning standby duty at home are applicable, the shorter weekly working hours alone shall not give a right to greater compensation in the form of days off than was the practice under a system with an average of 40 weekly working hours.
9. When an enterprise wishes to continue, introduce or expand shift work within the framework of the Working Environment Act, and the collective agreement does not already provide authorisation for this, negotiations concerning shift work rules shall be commenced between the parties during the agreement period.

D. Daytime work

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

Other solutions may also be applied, for example by:

1. Shortening the daily working hours by 25 minutes, where there is a 6-day working week.
2. Having weekly working hours longer than 37.5 hours during some periods, and correspondingly shorter in other periods.
3. Retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, and allowing corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

In cases where the relevant collective agreement contains no pertinent provisions, the following shall apply:

If the enterprise and the employees – possibly after consulting the organisations – fail to agree, the daily working hours shall be shortened by 30 minutes on 5 of the weekdays or by 25 minutes each day for a 6-day week.

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

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

A. Change to new shift plan

The parties have agreed that when changing to a new shift plan as a result of the shorter working hours, such shall be followed without making up for time off or working hours pursuant to the earlier shift plan.

B. Maintaining production, productivity and effective working time

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

In connection with the shorter working hours, the central organisations have agreed to effect a number of measures with the aim of improving the productivity

of enterprises. See the organisations' study of working hours dated 6 January 1986.

In the Basic Agreement, the Confederation of Norwegian Enterprise and Norwegian Confederation of Trade Unions have formulated provisions that are intended to facilitate the best possible conditions for cooperation between the enterprise, the shop stewards and the employees. The central organisations would stress how important it is that the parties follow these provisions in practice.

In connection with the shorter working hours, the central organisations, for the purpose of reducing the financial strain, would particularly point out that there must be cooperation at the individual enterprises on measures to increase efficiency, reduce production costs and improve the competitiveness of the enterprise.

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

In the case of this reduction in working hours the central organisations again urge the parties to discuss utilisation of working time. The parties should consider whether working time is employed effectively in all respects and effect any measures necessary to achieve this. In their efforts the parties must pay attention to technical innovations that can lead to better production results and improve the working environment. Efficiency improvement measures that are effected must be in harmony with the requirements for a good working environment. Satisfaction and security are two important factors when considering the question of effective utilisation of working time.

G. Further to § 10 of the Working Environment Act

1. § 10-4
 - a. Work on continuous shifts round the clock means work that is conducted 24 hours a day, but stops for Sundays and public holidays. In ordinary weeks, work may take place from 10:00 p.m. on Sundays to 6:00 p.m. on Saturdays, which means an operating time of 140 hours.
 - b. Comparable rotas means a system of working hours that results in the same or nearly the same inconvenience for the employees as continuous shifts round the clock, as will normally be the case when working more than five hours a night, even if the number of hours worked by the individual employees during the night may be somewhat less than if operations continued round the clock.
 - c. In this provision the expression "Sundays and public holidays" means "Sundays and/or public holidays". This means that for work on two shifts and comparable work on rotas regularly worked on movable holidays, but not

necessarily on Sundays, the ordinary working hours shall not be more than 35.5 hours a week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four hours into the 24 hours legislated as a day of rest, i.e., all four hours between 6:00 p.m. and 10:00 p.m., or after 10:00 p.m. In the latter case without any requirement regarding a minimum length of time.

- d. Movable public holidays shall be counted as Sundays for the purpose of interpreting the expression "every third Sunday". This means that an employee who does not work Sundays as often as every third Sunday, may nevertheless have a 35.5 hour week if in addition he/she works on movable public holidays to such an extent that it will amount to at least every third Sunday and public holiday.
 - e. The expression "work that is performed mainly at night" means that employees will be covered by this provision if $\frac{3}{4}$ of their working hours, but not less than 6 hours under the applicable system of working hours, fall during the night. (within the period from 9:00 p.m. to 6:00 a.m.)
2. § 10-4:
- a. "Wholly continuous shifts" means work that continues 24 hours a day without normal stops on Sundays and public holidays.

The extent to which work on rotas can be said to be comparable with wholly continuous shifts, depends on whether the ordinary working hours for the individual employees according to the adopted working plan shall be at different times during the 24 hours, so that working hours for the employee in question include as a general rule at least 539 hours of night work per year and at least 231 hours of Sunday work per year.

In this context "night work" means work between 10.00 p.m. and 6:00 a.m. (time of night shift). The 24 Sunday hours are counted from 10:00 p.m. on Saturday to 10:00 p.m. on Sunday (the weekend shift).

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

Work for a period of less than four weeks is not counted as rota work for the purposes of this provision.

H. Transitional scheme

The existing shifts, rota and other systems for working hours may be used during a transitional period until 1 July 1987.

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

During the weeks for which the transitional arrangement applies, the number of hours by which the hours worked on average per week under the shift, rota or other system of working hours, exceeds the new working hours, shall be counted as overtime. Until 1 July 1987, a 50% overtime premium shall be paid for the hours whereby the working hours according to the average worked per week under the shift, rota or other system of working hours, exceeds the new working hours.

If the individual parties to the collective agreement agree to extend the transitional period after 1 July 1987 until 1 October 1987, the additional pay premium during this period shall be 75%.

Compensation for reduced working hours shall be paid in addition to payment for the excess number of hours.

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Appendix 6 to the 2016 Agreement**Statutory extra holidays for older employees**

The employee's wishes with regard to when these extra holidays are taken, shall be complied with whenever possible.

However, the central organisations have agreed that these workers may not demand these extra holidays at a time that would create major difficulties for production or for systematic implementation of holidays for the labour force as a whole. If this is the case, then the enterprise is entitled to demand that the employee choose another point in time to take his/her holidays.

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Appendix 7 to the 2016 Agreement

Severance Pay Agreement

Applicable from 1 Jan 2011, with linguistic amendments in 2014 and changes in 2016.¹

1.0 GENERAL INFORMATION

1.1 Conclusion of agreement

The Agreement on Severance Pay was originally concluded between the Norwegian Confederation of Trade Unions (LO) and the Norwegian Employers' Organisation (NAF) – now the Confederation of Norwegian Enterprise (NHO) – hereinafter referred to as the Parties – cf. decision of 14 June 1966 delivered by the State Wage Arbitration Council, as subsequently amended.

The agreement entered into force 1 October 1966 and is incorporated as part of each and every collective agreement between organisations that are members of the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO).

Each of the Parties may terminate the agreement with two months' notice to become effective 1 April, in connection with revision of the collective agreement. If not terminated, the agreement will continue to apply until the end of the next collective agreement period.

1.2 Object and personnel concerned

The object of this agreement is to provide financial compensation for employees who have reached the age of 50 but not 66, are dismissed for reasons that are not attributable to them, or when employment ceases as a result of disablement or chronic illness.

1.3 Legal status

The Severance Pay Scheme is an independent legal entity keeping its own accounts. Assets belonging to the Severance Pay Scheme shall be kept separate from assets belonging to the Parties and may not be held liable for their debts. This shall not prevent the Severance Pay Scheme from collecting and distributing monies from the Information and Development Fund on behalf of LO and NHO and other employee

¹ Section 5-15 of the Norwegian Taxation Act was amended on 18 December 2015, with effect from 1 January 2016. Under the previous Section 5-15, first paragraph, item a of the Taxation Act, severance pay from the Severance Pay Agreement between LO and NHO was not regarded as income. As a result, people who fulfilled the terms for severance pay as of 31 December 2015 at the latest receive such severance pay tax-free, whereas people who fulfil the terms for severance pay on or after 1 January 2016 do not receive such severance pay tax-free. The classification of severance pay as taxable income could also mean that paying severance pay affects the recipient's right to other state benefits, e.g. disability benefit or unemployment benefit. This has not been finally clarified as of April 2016.

and employer organisations, if any, provided that these monies are kept separate from assets belonging to the Severance Pay Scheme

The Severance Pay Scheme may sue and be sued via its Board. The agreed venue in all cases is Oslo, which is accepted by joining the Severance Pay Scheme or by claiming an AFP pension.

2.0 COLLECTIVE CONDITIONS

2.1 Enterprises encompassed by the Scheme

The Scheme encompasses the following enterprises:

- a) NHO member enterprises bound by a contractual agreement that have a collective agreement with an LO union.
- b) Enterprises bound by a contractual wage agreement that are not members of NHO that have a collective agreement with an LO union.
- c) NHO member enterprises bound by a contractual wage agreement that do not have a collective wage agreement with an LO union, when employer and employees have agreed that the enterprise shall join the Scheme. Such membership is subject to approval from the Board of the Severance Pay Scheme.
- d) Enterprises bound by a contractual wage agreement that belong to a different collective wage sector from those that come under a–c above – provided that the Parties agree that the sector may be included. In the event of breach of any conditions that may be imposed for joining the Scheme pursuant to the first paragraph, consent may be withdrawn when the Board so recommends.
- e) Enterprises that under an earlier agreement were allowed to join the Scheme on a voluntary basis.

Enterprises encompassed by a collective agreement that includes the LO/NHO appendix on the Severance Pay Scheme, are automatically members of that scheme.

When an enterprise belongs to the Severance Pay Scheme, the premium payment obligation applies for all employees.

2.2 Joining/withdrawing from the Severance Pay Scheme

An enterprise becomes a member of the Scheme from the time the collective agreement that includes the LO/NHO appendix on the Severance Pay Scheme, enters into force. The relevant collective bargaining organisation is responsible for registration and for checking that the conditions for membership are satisfied. Enterprises that have become members must remain members for as long as the conditions for membership pursuant to the collective wage agreement exist. In the

event of termination of the collective agreement during the agreement period, the obligation to pay premiums to the Severance Pay Scheme will nonetheless apply until the end of the collective agreement period. However, this does not apply to enterprises that are voluntary members of the Scheme – cf. item 2.1, e, above – they can withdraw from the Scheme with immediate effect. Premiums shall be payable up to the date of withdrawal.

If the conditions for membership are no longer satisfied, the relevant collective bargaining organisation shall notify the Scheme without delay. Voluntary members may withdraw from the Scheme whenever they so desire.

In cases where the enterprise belongs to an employer organisation, it shall be regarded as a relevant collective bargaining organisation. Registration shall be undertaken by the appropriate employee organisation.

3.0 INDIVIDUAL CONDITIONS

3.1 Required period of membership

An employee must have been a member of the Scheme for three months prior to notice of dismissal. If employment ceases owing to disablement or chronic illness, the person must have become a member of the Scheme before the leaving date – cf. item. 3. 5.

3.2 Age and seniority requirements

To be entitled to severance pay the employee must have turned 50 years of age before the leaving date, but must not have reached the age of 67, without being entitled to the contractual early retirement pension (AFP) and in addition:

- a) have been employed by the same enterprise for at least 10 consecutive years, or
- b) have been employed by the enterprise for a total of 20 years, of which the last three are consecutive years, or
- c) have been a member of the Severance Pay Scheme for at least 15 consecutive years immediately before the leaving date, or
- d) have worked in a trade that comes under the agreement for the construction trades, the collective agreement for building trades and electric fitters for a total of 20 years – the last 5 of which were without interruption. At the time of application the employee must be employed by an enterprise that is encompassed by the Severance Pay Scheme. The seniority required under this item must be certified by the employer(s) and/or NAV (the Norwegian Labour and Welfare Organisation), if necessary supplemented by information from the trade union/federation. If retirement is not due to disablement or chronic illness, a further condition is that the retiree has received unemployment benefits for at least three months without having been offered suitable employment.

If seniority has been earned in two or more enterprises in the same group, the seniority earned will not count unless the enterprises in question belonged to the Severance Pay Scheme during that period.

An employee who is not working for the enterprise because he or she has been laid off or is receiving interim payments pending a final decision (interim payments), will be considered to retain his or her connection with the enterprise for up to one year, counting from the last ordinary working day.

3.3 Dismissal, sickness, etc.

Severance pay is provided to employees who are given notice due in full or in part to cutbacks, workforce reductions, voluntary liquidation or bankruptcy.

An agreement on leaving due to a reduction in the workforce, ranks equal with dismissal. To the extent that pay after termination of employment or a leaving settlement is granted, severance pay will nevertheless not be granted if the employee has found a new job before he/she is granted unemployment benefits. Employees who are released without any definite leaving date, are not entitled to severance pay.

Employees who are granted a disability pension are entitled to severance pay. Severance pay may be granted to employees who are receiving interim payments, provided that the Severance Pay Scheme accepts that the person is suffering from a chronic illness and that it is improbable that the applicant will return to his or her earlier occupation in the foreseeable future. To make its decision, the Severance Pay Scheme may request that documentation be produced, including satisfactory medical certificates and documents in proceedings relating to the application for and granting of interim payments showing that the applicant is incapable of continuing in his/her occupation or other suitable work in the enterprise, cf. item 3.4.

3.4 Other suitable work etc.

Severance pay will not be granted if an employee who loses his/her job, cf. item 3.3 above, is offered other suitable work in the enterprise, or in the group to which the enterprise belongs, or with new owners, or in another enterprise continuing the business.

When deciding the question of whether the employee shall be deemed to have been offered other suitable work, importance shall be attached to the fact that the object of the Severance Pay Scheme is to provide remuneration for employees who lose their jobs. Employees who in reality continue in their old job, will not normally be entitled to severance pay.

The same applies when all or part of the enterprise is taken over by the employee him/herself, so that he or she is in reality continuing his/her earlier work.

In the event of stoppage in connection with a change of ownership etc., the employee shall nonetheless be granted severance pay if more than three months pass before he/she is employed anew/re-employed. This applies regardless of the length of the period of notice.

In the event of a merger or transfer of a business that comes under Chapter 16 of the Working Environment Act, the acquiring enterprise (new employer) shall become a member of the Joint Scheme and be obliged to pay premiums. Nevertheless this will not apply if the new employer exercises the right to opt out, under the provisions of the Working Environment Act, § 16-2, second paragraph.

3.5 Determining the leaving date

The leaving date will normally be the date on which the period of notice expires.

When employment is terminated owing to disablement or chronic illness, the leaving date shall be counted as six months after the last working day, with full withdrawal from working life, and six months after the last day in the normal position on partial withdrawal from working life.

3.6 Conditions for the right to new severance pay

After severance pay has been granted, a period of at least 10 years must elapse before severance pay can be granted again. The leaving date and not the payment date shall apply when determining whether this condition is satisfied.

3.7 Death and severance pay

It is only the employee who can claim severance pay. Severance pay will be paid to the next of kin only if the severance pay claim was filed before the death of the employee, cf. item 7.3.

3.8 Early retirement pension (company-based) and AFP

An early retirement pension, agreed between the enterprise and the employee, must be an element in an actual workforce reduction before severance pay can be granted.

Employees who draw an AFP pension are not entitled to severance pay.

In cases where the original AFP pension is paid out pending a disability pension, the employee will as a general rule not subsequently be entitled to severance pay. If the AFP supplement is not paid for more than 6 months, the right to severance pay may be reinstated by repaying the AFP supplement.

4.0 AMOUNT OF SEVERANCE PAY

4.1 Rates of severance pay

The following rates apply for full-time employment (normally 37.5 hours a week) with a finish date from 1 July 2011:

50 years: NOK 20,000	59 years: NOK 70,000
51 years: NOK 20,000	60 years: NOK 75,000
52 years: NOK 25,000	61 years: NOK 80,000
53 years: NOK 30,000	62 years: NOK 80,000
54 years: NOK 40,000	63 years: NOK 65,000
55 years: NOK 50,000	64 years: NOK 50,000
56 years: NOK 55,000	65 years: NOK 35,000
57 years: NOK 60,000	66 years: NOK 20,000
58 years: NOK 65,000	

Pursuant to the Tax Act, § 5-15 (1), item a), No. 1, severance pay shall be tax-free.

4.2 Retirement age less than 67 years

The above scale is also used for the payment of severance pay to employees with a retirement age lower than 67, however, NOK 20,000 is paid for the penultimate year before retirement age is attained, NOK 35,000 is paid for the next to the last year, and so on, until age 50.

Seamen who can retire on a seaman's pension from the age of 60, are to be regarded as having a retirement age of 62, unless they are engaged in a position for which the retirement age is higher.

5.0 REDUCTION IN AMOUNT OF SEVERANCE PAY

5.1 Part-time workers

Severance pay shall be reduced for employees who work fewer hours than for an ordinary full-time position. A proportional reduction shall be made.

5.2 Retaining part of a position

If the dismissal notice only applies to part of a position – mandatory reduction in both working hours and wages – then the severance pay will be reduced correspondingly. The proportional loss of position will form the calculation basis.

Severance pay shall be reduced for employees who are compelled to reduce their occupational activity owing to disablement or chronic illness, but who continue to work – combined with a reduced disability pension. The calculation shall be based on the loss of position.

5.3 Leaving date less than one year before ordinary retirement age

If the leaving date is less than one year before ordinary retirement age for the position, the severance pay plus National Insurance benefits such as rehabilitation benefits, disability pension, pension for bereavement, early retirement pension or

unemployment benefits, shall not exceed the pay the employee would have received (gross earnings after deduction of direct taxes and dues) if he or she had remained at work until reaching the age of 67. An employee who receives sick pay until he or she reaches retirement age is not entitled to severance pay.

Corresponding limitations also apply when the retirement age is lower than 67. The provision in the preceding paragraph will then have effect in the year preceding that in which the person can draw ordinary retirement pension.

6.0 PROCESSING APPLICATIONS

6.1 Filing an application

On behalf of the employee, the enterprise/administrator of the estate shall forward an application for severance pay, on the prescribed form, to the Severance Pay Scheme.

Both employer and employee are under obligation to furnish the information necessary to make a decision on the application.

All matters that must be assumed to be of significance for the decision must be documented/verified.

If after the application is filed changes occur that may be of significance for the decision, both employer and employee are under obligation to notify the Severance Pay Scheme.

6.2 Time bar – deadlines

A claim for severance pay must be filed within three years from the leaving date, or the claim will lapse. In cases of disablement the claim for severance pay must be filed within three years after the decision on disability pension was given.

If a claim for severance pay was not filed because the employer/employee lacked the necessary knowledge concerning the possibility of claiming severance pay, the time bar will at the earliest take effect one year after the day on which the claimant acquired or should have acquired such knowledge. The time bar pursuant to this paragraph may not be extended for more than a total of two years.

6.3 Complaints

Decisions concerning severance pay may be appealed to the Board of the Severance Pay Scheme or a special appellate body appointed by the Board. Cases that have been reviewed may be reviewed again if new information becomes available.

Complaints must have been received by the Severance Pay Scheme or have been posted within 6 weeks after notice of the decision was sent to the employee's last reported address. Complaints that are filed too late shall be rejected. In exceptional cases the Scheme's administration may request the Board to consider a complaint even if the deadline has expired.

6.4 Confidentiality

Everyone who performs work or services for the Severance Pay Scheme is under obligation to prevent others from gaining access to or knowledge of whatever he or she may, in connection with such work or service, have learned regarding the personal affairs of others. "Personal affairs" includes a person's date and place of birth, personal ID number, citizenship, marital status, occupation, home address and workplace.

The duty to maintain confidentiality also concerns technical appliances and procedures, as well as operating or business matters concerning which, for the person concerned, secrecy is desirable for competitive reasons.

In addition a contractual duty of confidentiality applies for employees of the Severance Pay Scheme and the contractor in accordance with the declaration of confidentiality. The duty of confidentiality pursuant to the preceding sentence does not apply to information that is generally known or when an obligation to disclose information is imposed by or stipulated by law.

7.0 PAYMENT

7.1 Payment to applicant

If the conditions for entitlement to severance pay are satisfied, payment from the Severance Pay Scheme shall be made as soon as possible after the leaving date.

Claims for severance pay may not be assigned to anyone else.

In cases where the severance pay is to be paid by the enterprise itself – cf. item 7. 2 – but the enterprise fails to effect payment as intended, the employee is entitled to payment directly from the Severance Pay Scheme. In such event the Scheme subrogates to the employee's claim on the enterprise.

7.2 Payment from the enterprise

If the enterprise has received a claim, but has nevertheless not paid premiums for two years or more, the enterprise is required to pay the severance pay itself if an employee satisfies the conditions for entitlement to severance pay pursuant to this agreement. The amount of severance pay shall also in such cases be determined according to the provisions of this agreement.

The enterprise may also be instructed to pay the severance pay to an employee who is entitled to severance pay pursuant to this agreement, if the enterprise has failed to have the employee entered in the employee register.

7.3 Payment to next of kin after death of applicant

If the applicant dies before the severance pay payment is made, then the payment may be made to the applicant's spouse or domestic partner (living together for a minimum of 12 out of the last 18 months) or to his/her dependent children below the age of 21. If the deceased leaves both dependent children and a spouse or domestic partner as mentioned, the child/children shall have a prior right to the severance pay. Payment to other relatives/heirs will not be considered.

7.4 Repayment of severance pay wrongfully paid out

Repayment of the severance pay will be demanded if severance pay is (wrongfully) paid out to any person in consequence of the information furnished being incomplete or the situation having changed since the application was filed.

8.0 PAYMENT OF PREMIUMS ETC.

8.1 Premiums

The enterprise shall pay premiums for each employee. The premium rate payable varies according to working time. On the recommendation of the Board, the amounts may be adjusted by the LO secretariat and NHO's Board.

The number of employees for whom premiums are to be calculated shall be determined according to information reported by the enterprise to the Register of Employers and Employees.

The basis for determining the sum payable, is the number of employees reported to the Register of Employers and Employees. Quarterly premiums are determined on the basis of the number of employees at the end of the preceding quarter.

8.2 Payment of premiums

Premiums shall be paid quarterly to the Severance Pay Scheme.

8.3 Responsibility for payment of premiums

The employer is – regardless of whether he has received a claim or not – himself responsible for ensuring that the premiums are paid as prescribed.

8.4 Consequences of failure to pay premiums etc.

If the enterprise fails to pay premiums, the amount in question will be sent for debt recovery after one reminder has been sent.

The duty to pay overdue premiums will be upheld without reduction, even if severance pay has been paid out by the employer pursuant to item 7.2.

9.0 MANAGEMENT, ADMINISTRATION, ETC.

9.1 The Board of the Severance Pay Scheme

The Board of the Severance Pay Scheme is the supreme agency for the Scheme. The Board consists of four members with four personal alternates.

LO and NHO each elect two of the members of the Board. The persons elected by LO and NHO as members of the Board of the Joint Scheme for Collective Agreement Pensions, shall be deemed to have been elected also as members of the Board of the Severance Pay Scheme, except when a party chooses to elect these members separately. The office of chairman of the board shall be held by the parties in turn, for two years at a time.

The Board may resolve that a fee shall be paid to board members and alternates, and to the special appellate body (cf. 9.2 below). In such case, the Board shall determine the amount of the fee. The Board may delegate decision of the amount of this fee to a committee of maximum three persons elected by the parties in the Severance Pay Scheme.

9.2 Duties of the Board

Management of the Severance Pay Scheme pertains to the Board. The Board shall ensure that activities are properly organised.

The Board shall establish plans and budgets for the activities of the Scheme. The Board shall keep itself informed of developments in the economy of the Scheme and shall ensure that its activities and accounts are subject to adequate controls. The Board shall exercise supervision to ensure that management of the Scheme's assets takes place in accordance with the by-laws and Board resolutions.

The Board determines how the by-laws are to be interpreted and may adopt decisions on matters of principle.

The Board shall process and decide upon complaints. The Board may appoint a special appellate body to handle complaints.

The Board shall prepare and propose amendments of the by-laws, based on the Severance Pay Agreement in force from time to time.

Furthermore the Board shall exercise the authority pertaining to it through statutes or articles or that naturally pertains to the Board.

9.3 Board meetings

Board meetings shall be held whenever so decided by the chairman or when requested by a member of the Board. At least four meetings shall be held each year, at suitable intervals.

Meetings shall be chaired by the chairman of the Board. In the absence of the chairman of the Board, meetings shall be chaired by the deputy chairman, or in his/her absence by another person elected by the Board. In the event of a tie of votes in matters to be determined by simple majority, the meeting chairman has the casting vote.

For a board meeting to form a quorum, at least 1 representative from each party must be present.

Minutes shall be kept of board meetings and signed by the members and/or alternates who are present.

Board resolutions shall be adopted by simple majority when not otherwise provided in the by-laws.

9.4 Daily management

The Severance Pay Scheme shall have a Managing Director to manage everyday business. The Managing Director shall be appointed by the Board. The Board may adopt a job description for the position.

9.5 Representation

The Board represents the Severance Pay Scheme in external affairs.

The Managing Director represents the Severance Pay Scheme in external affairs relating to matters that are part of daily management.

The Board may authorise members of the Board, the Managing Director or named employees to represent the Severance Pay Scheme in external affairs, grant powers of procuration, or other powers. Such rights may be revoked at any time.

If a Board member, the Managing Director or a procurist oversteps his/her powers, the transaction will not be binding for the Severance Pay Scheme when the Scheme can show that the other contracting party understood or should have understood that the person in question was exceeding his/her powers and that it would be dishonest to invoke the transaction.

9.6 Impartiality

No Board member or alternate member shall participate in proceedings or decisions on matters that are of such particular importance for him/her or a person to whom he/she is closely connected, that he or she must be deemed to have pronounced personal or financial interest in the matter. This similarly applies to the Managing Director or other persons performing work for the Severance Pay Scheme.

Nor shall a Board member or deputy member take part in a matter concerning a loan or other credit facility for him/herself or security for his/her own debt.

9.7 Confidentiality

The duty to maintain confidentiality under item 6.4 above also applies to members of the Board.

Resolutions adopted by the Board do not come under the duty of confidentiality, unless otherwise stipulated by the first paragraph or decided by the Board.

Board members and alternate members have a duty of discretion and confidentiality concerning information and views presented in connection with the Board's work, when not otherwise decided by the Board. Nevertheless the duty of confidentiality in the first sentence does not apply when it is necessary to discuss a matter internally in the organisation to which the member belongs, unless otherwise stipulated by the first paragraph.

The rules of this section correspondingly apply for members of the special appellate body, unless otherwise provided by the Board of the Severance Pay Scheme.

9.8 Severance pay agreement

The Board may decide that the administration of the Severance Pay Scheme shall undertake the administrative tasks of the Severance Pay Scheme. In that event Administration shall serve as the secretariat for the Severance Pay Scheme and handle administration of the Severance Pay Scheme. The Managing Director of the Severance Pay Scheme shall also be Managing Director of the administration of the Severance Pay Scheme.

Among other things Administration shall undertake the following on behalf of the Severance Pay Scheme:

- a) prepare matters to be considered by the Board and other agencies in the Severance Pay Scheme,
- b) collect premiums and own contributions from the enterprises,
- c) consider and decide upon severance pay applications and in that connection communicate with the enterprises, the employees and NAV,
- d) represent the Severance Pay Scheme in judicial and extra-judicial disputes with employees, enterprises, organisations and others,
- e) ensure that rights and duties under this Agreement are observed in accordance with the intentions of the central organisations.

The Board may delegate its authority, pursuant to item 9.5. to board members or employees in the administration of the Severance Pay Scheme.

The provisions of item 6.4 regarding confidentiality apply correspondingly to the administration of the Severance Pay Scheme.

The Severance Pay Scheme shall bear costs incurred by the Administration that relate to the Scheme.

9.9 Auditor

The Board shall appoint a State Authorised Public Accountant and approve the auditor's remuneration. The auditor shall have access to all information that is necessary for performance of his/her work.

10.0 PLACEMENT OF MONIES BELONGING TO THE SEVERANCE PAY SCHEME

10.1 Capital management

The Board shall decide how the Severance Pay Scheme's assets are to be placed and stipulate guidelines for asset management. Within the guidelines adopted, the Board may delegate authority to decide on placements to the administration.

The Board may decide that the Scheme shall entrust asset management to an enterprise that is licensed to conduct active management, or appoint an investment committee to decide how assets are to be placed or otherwise assist with asset management.

Assets shall be managed in a responsible manner.

Appendix 8 to the 2016 Agreement

Agreement on new AFP scheme

I. Introduction

The contractual early retirement pension scheme (AFP) was established in connection with the 1988 wage settlement. The object was to give employees of enterprises bound by collective agreements, an opportunity of early retirement – on certain conditions – before reaching the National Insurance retirement age.

The Starting decision regarding a new National Insurance pension system from 2010 (postponed to 2011), presupposed that other parts of the pension system would be adapted to the new reform.

Against this background LO and NHO, in the 2008 collective agreement, agreed that the existing AFP scheme should be replaced by a new AFP scheme adapted to the rules of the new National Insurance retirement system.

The parties have accepted the Government's standpoint that AFP should continue in the form of a neutral, lifelong addition to the National Insurance retirement pension. This can essentially be drawn from the age of 62 at the retiree's option. The monthly payments will be reduced if the pension is taken out early and will increase the later it is taken out. The new AFP scheme can be combined with earned income without the AFP pension being reduced. With this system, AFP, combined with the new National Insurance retirement system, will contribute towards achieving the principal aims of the pension reform.

The State will make periodical contributions to the AFP scheme for employees/retirees that correspond to one-half of the employer's contributions, excluding outlay for the compensation allowance that is fully financed by the State.

II. By-laws

This agreement does not regulate all details of the conditions, rights and duties connected with AFP. These are determined through the by-laws for the scheme, which are adopted by the Joint Scheme for Collective Agreement Pensions (AFP) and are approved by the Ministry of Labour pursuant to the Act of 2010 relating to the contribution scheme.

These by-laws contain detailed rules for both the original and the new AFP scheme. The enterprises concerned must at all times keep themselves updated regarding the

duties of the enterprise. The by-laws also contain some special rules that may result in certain employees not being entitled to AFP.

The by-laws that are in force at any given time can be found (in Norwegian) at www.nyaafp.no

III. Original AFP scheme

The original AFP will be paid to employees who have filed an application for such a pension by 31 December 2010 when they satisfy the conditions that apply on the date of implementation. The last implementation date for original AFP is 1 December 2010. The original AFP will run until the month in which the retiree turns 67.

Those who have started to draw original AFP (wholly or in part), may not later claim to draw the new AFP.

IV. New AFP scheme

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

Before reaching the age of 70 the new AFP must be drawn together with the National Insurance retirement pension.

V. Conditions for entitlement to new AFP early retirement plan (main points, see also the by-laws)

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

In addition the employee must, on the implementation date, have a pension-earning income that calculated as annual income exceeds the current basic National Insurance amount in the preceding income year.

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

See also the by-laws (www.nyaafp.no) concerning special rules relating to fractions of positions, sick leave, lay-offs, leave of absence, employer's bankruptcy, other income, other pension paid from other employment, redundancy pay, ownership interests in the enterprise, ownership interests in other enterprises, etc

Employees who have a lower retirement age or age limit than 62, cannot belong to the scheme.

VI. Level of pensions in the new AFP scheme

AFP is calculated as 0.314% of the annual pension-earning income through to and including the calendar year in which the employee turns 61 years of age and up to an upper limit of 7.1 G. Pension-earning income is determined in the same way as when calculating pension income in the National Insurance retirement scheme.

AFP will be paid out as a lifelong addition to the retirement pension.

AFP is so designed that it increases when taken out later. However, it will not increase any more if taken out after the age of 70. For calculating AFP, the same life expectancy adjustments will be made as for National Insurance retirement pensions.

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

AFP will be regulated in the same way as income pension in the new National Insurance retirement pension both during earning and payment.

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

The costs of AFP will be financed by the enterprises, or parts of the enterprises, that are or were members of the Joint Scheme, and in addition the State will make a contribution relating to the individual retiree.

The State will contribute to AFP. The rules in Act no. 110 of 23 December 1988 will apply until 31 December 2010, and the rules of the AFP Contributions Act will apply from 1 January 2011.

A compensatory addition to new AFP will be paid entirely by the State.

The enterprises will pay premiums to the Joint Scheme to cover that part of the costs that is not covered by the State's contribution. Further rules concerning payment of premiums are given in the by-laws for the Joint Scheme for contractual early retirement pensions (AFP) and in resolutions adopted by the Board of the Joint Scheme.

In the period 2011 to 2015, both years included, some people will still be receiving the original AFP and during that period enterprises that belonged to the original AFP

scheme will have to pay premiums to that scheme, and also own contributions for their employees who have taken out original AFP. The premium and own contributions will be determined by the Board of the Joint Scheme.

For the new AFP, the enterprises must pay a premium for the employees and others who have received pay and other remuneration that is reported under code 111-A in the Tax Directorate's list of codes. The premium rates will be determined by the Board of the Joint Scheme. The premium shall be a percentage of the total payments from the enterprise according to the reports returned by the enterprise under code 111-A. The enterprise shall pay premiums only for that part of the payments to the individual employee in the preceding income year that is between 1 and 7.1 times the average basic amount.

Premiums shall be paid for years up to and including the year in which the member of the scheme turns 61 years of age. Premiums shall be paid in quarterly.

VIII.

In addition to the enterprises who are members of NHO for whom the Wage Agreement is binding, this present agreement also applies to enterprises who are not members of NHO, but have wage agreements with federations that are affiliated with LO or YS.

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Appendix 9 to the 2016 Agreement

Agreement on an Information and Development Fund established by The Confederation of Norwegian Enterprise (NHO) and The Norwegian Confederation of Trade Unions (LO)

(as last amended in 2011)

§ 1 Purpose

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

§ 2 Policies

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

1. Provide modern schooling for shop stewards, with particular emphasis on productivity, environment, economy and cooperation issues.
2. Provide training for management personnel and employees in the same fields as mentioned under item 1.
3. Prepare, arrange and develop training measures.
4. Contribute through different measures towards increasing value generation.
5. Promote efficient cooperation within the individual enterprises.

§ 3 Financing

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

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

Premiums shall be paid by the enterprises at the end of each quarter at the following monthly rates: From the 3rd quarter of 2011, the following rates per month apply:

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

Employees who fall under the Basic Agreement for workers, made between LO and NHO are, as part of the financing system, under obligation to pay NOK 3.25 per week.

The amounts may be adjusted by the LO Secretariat and NHO's executive committee on the recommendation of the Board of the Scheme, cf. § 5.

§ 4

Collecting premiums

The premiums referred to in § 3 shall be paid quarterly to the Joint Office for the LO/NHO Schemes. The premiums paid shall cover the enterprise's aggregate commitments to all Education and Development schemes.

§ 5

Administration

The Scheme shall be managed by a board having six members, three appointed by each party. The position of chairman alternates between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO) for a period of one year at a time.

§ 6

Use and distribution of funds

Each year the board of the Scheme shall determine the amounts to be set aside in advance for joint purposes worthy of support. The other Scheme funds shall be managed – one half by each – by a special committee appointed by each of the two central organisations. Special by-laws shall be drawn up for the activities of these committees.

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

All enterprises that contribute to the Scheme shall, in accordance with rules to be determined, be entitled to participate in measures financed by the Scheme.

§ 7

Accounts and annual report

The financial year for the Scheme shall be the calendar year. Annual accounts shall be drawn up at the end of each financial year and shall be audited by a State Authorised Public Accountant. The accounts shall be sent to the Confederation of Norwegian Enterprise (NHO) and the Norwegian Confederation of Trade Unions (LO) together with the annual report.

§ 8

Dissolving the association

If the scheme is dissolved, its assets shall pass to NHO and LO, so that each organisation receives the amount over which it had rights of disposition pursuant to section 6 of this agreement. Remaining funds shall be used in accordance with paragraph 2 of this agreement.

§ 9
Entry into force

This Agreement enters into force on 1 October 1970 and shall apply until the first ordinary collective revision after expiry of the Basic Agreement. The agreement shall thereafter follow the ordinary collective agreement periods with any revisions in connection with the spring bargaining.

Comments:

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

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

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Appendix 10 to the 2016 Agreement**Agreement on short welfare leave
of 1972 subsequently amended in 1976, 1982, 1990, 1992, 1998, 2002, 2006,
2010, 2012 and 2016**

In response to the State Mediator's proposal of 1972 regarding equality between workers and staff in regard to short welfare leave, an agreement on such leave shall be made at all enterprises.

The systems must cover at least the following cases of welfare leave:

1. Leave at time of a death or to attend a funeral in the immediate family.

"Immediate family" means persons to whom the employee is closely related, such as a spouse/domestic partner, child, sibling, parent, parent-in-law, grandparent or grandchild. Leave to attend the funeral of an employee, so that the employees working in the same section as the deceased, are represented at the funeral.
2. Leave for examination, treatment and check-up by a dental specialist and doctor, and treatment by a physiotherapist or chiropractor when National Insurance allows benefits for such treatment. This concerns cases where it is not possible to obtain an appointment outside of working hours. In some cases the employee may also have a long journey. Such cases will not come under these rules, which apply only to short welfare leave. The employee will usually be on sick leave in such cases anyway.
3. Leave for the remainder of the working day when the employee has to leave work due to sickness.
4. Leave to accompany a child on the first day at a kindergarten or the first time the child starts school.
5. Women who are breast feeding a child are entitled to the time off necessary for this, at least 30 minutes twice a day, or may have working hours shortened by up to one hour per day. Payment for this is limited to maximum one hour a day and ceases when the child turns 1 year of age.
6. Leave where the employee has to leave work due to acute illness in the home.

This refers to acute illness in the home when other help cannot be procured and the employee's presence in the home is absolutely necessary. The rule concerning short leave for the employee to make other arrangements also applies here.

7. Leave for a spouse/domestic partner when necessary in connection with a birth in the home or admission to hospital.
8. Leave when moving to a new permanent residence.
9. Leave in connection with blood donation when it is difficult to arrange this outside of working hours.
10. Leave for the employee to attend his/her own child's confirmation.
11. Leave when parents are called to attend a parent-teacher meeting at a primary or lower secondary school and this cannot be arranged outside of working hours. Such leave shall be given for up to two hours.
12. Leave to attend examination for national military service.

"Domestic partner" means a person with whom the employee has shared a home for 2 years or more and who is registered in the National Population Register as having the same address as the employee during that period.

An agreement concerning the further guidelines for this system shall be made between the parties at the separate enterprises.

Short welfare leave according to the above rules, means leave for the necessary time, up to one day, at regular pay.

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Appendix 11 to the 2016 Agreement

Vacations etc.

Introduction

One of the principal tasks before the parties is to improve the competitive ability of the enterprises. Therefore when introducing more leisure time, it is a definite condition that the enterprises must be allowed possibilities of compensating for the ensuing competitive disadvantages through greater flexibility. The employees on their part will also have different needs for differentiated systems of working hours, depending on their different phases in life, working and home situations, etc. Greater flexibility combined with the fifth holiday week should contribute towards less sick leave and greater productivity.

A. Flexibility

The following provisions shall be included in all agreements:

- a) "Whenever the local parties so agree, company-adapted systems that do not conform with the collective agreement rules hours and remuneration for same, may be adopted on a trial basis. Such systems must be submitted to the union and the national association for approval."
- b) "Time worked may be calculated on the basis of average time in accordance with the rules of § 10-5 of the Working Environment Act. The parties to the collective agreement may contribute towards establishment of such agreements."
- c) "There may be individual needs for deviating working hours systems, desired off-duty time, etc. Agreement on such arrangements may be made with the individual or the shop stewards, for example in the form of calculating average working hours or having a working hours account. Agreements made with the shop stewards will take precedence over individual agreements."

B. Contractual vacation

1. The extended holiday of 5 working days, cf. Holidays Act, § 15, is advanced by introducing the remaining part as a collective agreement arrangement included as an appendix to all collective agreements.

The extra holiday of 6 working days for employees over 60 years of age, is retained, cf. Holidays Act § 5, 1 and 2.

Employees may claim five working days off each calendar year, cf. Holidays Act, § 5, 4. If the collective agreement holiday is divided up, the employee may claim only so many days off as he/she would normally work in the course of a week.

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

2. The remaining part of the fifth holiday week shall be phased in by taking two days in 2001 and the others in 2002.

Holiday pay shall be calculated in accordance with the Holidays Act, § 10. 2

When the fifth holiday week is implemented, the ordinary percentage rate for holiday pay shall be 12% of the basis for holiday pay, cf. Holidays Act, § 10, 2 and 3.

The increase is made by altering the percentage for the holiday-earning year as follows:

2000 will be set at 11.1%

2001 will be set at 12.0%

If the authorities decide to increase the number of holiday days in the Holidays Act, it is the parties' intention that the above figures shall apply as holiday pay for the corresponding periods.

3. The employer determines the time at which the collective agreement holiday shall be taken after discussing this with the shop steward or the individual employee at the same time as determining the time of the ordinary holiday.

The employee is entitled to be notified of the time of the collective agreement portion of the holiday as early as possible and not later than two months before the holiday is to be taken, unless special circumstances prevent this.

4. The employee is entitled to time off for holiday pursuant to this provision, regardless of whether he/she has earned holiday pay.

If the enterprise shuts down wholly or partly in connection with the holidays, all employees affected by the shut-down may be required to take holiday for that same length of time regardless of earned holiday pay.

5. The employee is entitled to claim that the total collective agreement portion of the holiday be taken within the holiday year, cf. Holidays Act, § 7, 2, so that he/she has one full week's holiday. The central organisations urge the parties to place the collective agreement holiday so that productivity requirements are met to the greatest possible extent, for example in connection with Ascension Day or the Easter, Christmas and New Year holidays.
6. By written agreement between the enterprise and the individual employee, all or part of the collective agreement portion of the holiday may be transferred to the next holiday year.
7. For shift workers, the collective agreement holiday shall be adjusted locally so that, after full implementation, it constitutes 4 worked shifts.

Comments:

1. In collective agreements where holiday according to § 15 of the Holidays Act has already been introduced, the number of days shall not be increased as a result of introduction of the collective agreement holiday. The implementation and practical effectuation of the collective agreement holiday for the pertinent areas, shall be subject to further agreement between the parties.

2. For the offshore agreements (Nos. 129, 125 and 123), the holiday results in a reduction in 7.5 hours per holiday day. The parties agree that the holiday shall be taken in the off-duty period during the holiday year.

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Appendix 12 to the 2016 Agreement**Pay seniority for compulsory military service**

For various reasons, only about a third of those liable to be called up each year are conscripted to serve the initial period of service. These groups lose one year's occupational employment or suffer one year's delay in their further education. National service gives the conscript experience that is valuable in his/her subsequent studies/occupation and therefore it is important that those who do their national service in the Armed Forces are not set back and ranked behind others when it comes to pay seniority.

For this reason the Parties have agreed that:

Initial service in the Armed Forces shall be credited as pay seniority upon employment in the employee's first job after completing service.

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Appendix 13 to the 2016 Agreement**Regulatory provisions for contract year 2**

Before the end of the first year of the agreement, negotiations shall be opened between NHO and LO, or the body appointed by LO, concerning possible wage adjustments for the second agreement year. The parties have agreed that these negotiations shall be conducted on the basis of the situation in the economy at the time of the negotiations, the prospects for the second year of the agreement and developments in prices and wages in the first year of the agreement.

The changes in the wage agreements for the second year shall be considered by LO's Committee of Representatives or the body appointed by LO and NHO's Committee of Representatives. If the parties fail to agree, the organisation by which the claim was presented may – within 14 – fourteen – days from the end of the negotiations, terminate the individual wage agreements at 14 – fourteen – days' notice (but not to expire before 1 April 2016)

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Appendix 14 to the 2016 Agreement

ACTION PROGRAMME BETWEEN LO AND NHO - EQUALITY BETWEEN WOMEN AND MEN

Introduction

The Basic Agreement between LO and NHO, supplementary agreement II, "Framework agreement on equality between men and women in working life", stipulates that the parties shall take the initiative for measures and activities that can promote equality. The agreement states, for example:

"It is recommended that joint equality work under the direction of LO-NHO gives priority to viewing the relationship between working life, gender roles in the labour market, promoting the participation of women in decision-making processes and the preparation of tools for tackling gender-based pay differences."

LO and NHO agree on a joint action programme that includes measures in several areas to follow up the objectives:

Action programme

The central organisations will undertake responsibility for action to bring about structural and cultural changes through active measures by means of the following activities/measures:

Local equality agreements and projects

- If the local parties desire an equality agreement at the enterprise level or the implementation of specific equality resolutions, the central organisations can provide advisory services.

Working life – family policy

- The central organisations will seek a parental leave scheme that promotes equality.
- The central organisations will seek a family policy that balances family and working life considerations.

Equal pay

- Joint measures for the follow-up of individual elements in the Equal Pay Commission's report and any measures initiated in collective wage bargaining.

Full-time/part-time

- The parties will seek to gather knowledge of the parties' wishes and needs locally,
- and increase awareness and attitudes on women's relationship to working life.

Job transfers between sectors

- The central organisations will initiate a survey of and/or research on barriers in relation to job changes from the public to the private sectors and from the private to the public sectors.

Training and recruitment – the gendered study and career choice

- Measures in relation to the training offices and advisory services.
- Recruit more women to managerial positions – Female Future
- Make HF projects (joint projects by the central organisations) such as "Girls in cars and electrical trades" more visible and challenge several industries to gather experience and launch similar initiatives.
- Motivate untraditional career choices.
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Shared information

- The parties will cooperate jointly on the development of joint information for the promotion of genuine equality between women and men.

The central organisations shall make an assessment of cooperation within the equality area within 2 years from the implementation of this action programme. This assessment shall form the basis for further cooperation and new measures in the area.

The parties make reference to the Basic Agreement between LO and NHO, supplementary agreement II – framework agreement on equality between men and women in working life, in addition to work on equality on the websites of LO and NHO: www.lo.no and www.nho.no

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