

SECTION I. BASIC AGREEMENT
SECTION II. COLLECTIVE AGREEMENT



FREIGHT TRANSPORT - NLF

AGREEMENT 2016 - 2018

BETWEEN **THE NORWEGIAN HAULIER'S ASSOCIATION**
AND **NLF'S TARIFF-BOUND MEMBER ENTERPRISES**
ON THE ONE SIDE AND **THE NORWEGIAN CONFEDERATION OF TRADE**
UNIONS AND **THE NORWEGIAN TRANSPORT WORKERS' UNION**
ON THE OTHER SIDE



NORGES LASTEBILEIER-FORBUND

**FREIGHT TRANSPORT AGREEMENT
OF 2016**

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AND

NLF'S TARIFF-BOUND MEMBER ENTERPRISES

ON THE ONE SIDE

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**THE NORWEGIAN CONFEDERATION OF TRADE
UNIONS /
The Norwegian Transport Workers' Union**

ON THE OTHER SIDE

Agreement 120

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PART I: MAIN AND SUPPLEMENTARY AGREEMENTS

(Separate document)

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

PART II: PROVISIONS COMMON TO THE BRANCH

Section 1. SCOPE OF THE AGREEMENT

This agreement applies to the categories of employees covered by Part III of the agreement, in enterprises affiliated to the Norwegian Haulier's Association (NLF).

This agreement may be made applicable as a wage agreement for manpower or temporary help agencies that have employees who are hired out and perform work under the scope of this agreement, cf. Section 1. See Enclosures 2 and 2A cf. The Industry Agreement.

Section 2. EMPLOYMENT – TERMINATION OF EMPLOYMENT

Section 2.1. Probationary period

Prior to permanent engagement the company may require the employee to complete a probationary period of 6 months by written agreement. The employee shall receive reports relating to his or her performance during the probationary period.

Permanent employees who leave the company and are re-hired by the same company within 3 years, are entitled to permanent employment upon commencement of employment, without completing a probationary period.

Section 2.2. Employment classes

Section 2.2.1. General

The company differentiates between permanent and temporary employees.

A written employment contract shall be signed by both parties.

Section 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 circumstances.

Positions with reduced working hours, part-time jobs, shall also be offered to employees in line with the provisions of the Working Environment Act,

cf. Section 46 A , and under the provisions of the Basic Agreement, for employees entitled to reduced working hours. Changes in the numbers 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.

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 be offered the opportunity on the proviso that the arrangement does not cause undue inconvenience for the company.

Note:

The parties have premised that the company and the elected representatives shall make every effort to ensure that the company may provide the maximum possible number of full-time positions. To support this work, the parties shall conduct at least one annual assessment of the company's shift plan and review the comparative number of full-time and part-time employees.

Section 2.2.3. Temporary workers

Temporary employees include all temporary or occasional workers employed as needs dictate.

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

Occasional workers are defined as workers 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.

Section 2.3. Termination of employment

There is a mutual period of notice of 1 month but refer also to The 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 who are still working the 6 month probationary period, there is a mutual period of notice of 14 days.

Notice of termination shall be given in writing.

Section 3. COMPANY SENIORITY

Section 3.1. Definition

Company seniority is defined as the unbroken period of time an employee has been employed by the company.

Section 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.

Section 3.3 Absence not deducted from company seniority

Short welfare leave, cf. PART IV, Enclosure No. 6, is not deducted from company seniority.

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

Section 3.4. Permanent employees who resign and are re-employed

If an employee covered by this agreement resigns his or her position and is rehired 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 Section 672, are re-employed within one year, shall retain their company seniority.

Section 3.5. Internal recruitment for vacant positions

When positions and shifts within the company become available, these must also be posted internally.

Employment shall be based on qualifications. In the event of candidates with otherwise similar qualifications, the candidate with company seniority shall be offered the position.

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, the company must explain the reasoning to the elected representatives before the candidate is offered the position.

In the case of tenders, where the winning company hires manpower from previous operators, employees who were working in the pertinent tender/route area, shall keep their seniority with regard to internal recruitment for vacant positions in the same or almost the similar area.

It is a premise for carrying forward seniority that:

1. The employee must apply for a vacant position in the winning company at least three months before bidding commences.
2. The person must accept employment in the winning company at least one month prior to bidding commencing.

Section 4. WORKING HOURS, MEALS AND BREAKS

Section 4.1. Ordinary working hours

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

Section 4.2. Special working hours arrangements

The company may distribute working hours over six weeks, providing that 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. Section 10-5.

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

Section 4.3. Work schedules (shifts and rotas)

For employees who work at different times of the full 24-hour day, work schedules shall be planned in collaboration with the employees by their elected representative.

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 elected representative as soon as possible. The elected representative's comments on the schedule's content and organisation shall be taken into due consideration.

The final work schedule shall be available by such time that the elected representative has at least 16 days notice. Exceptions may be made in consultation with elected representatives.

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

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.

Section 4.4. Special call-up

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.

Section 4.5. Overtime and additional work

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 that extend beyond the agreed hours, but within normal working hours, shall be considered additional work and after normal hours as overtime.

Section 4.6. Rest and meal breaks

Rest and meal breaks are determined pursuant to the Working Environment Act Section 10-9, and to driving and rest provisions where applicable.

Section 4.7. Change of base of operations

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

Section 5. WAGE REGULATIONS

Section 5.1. General

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

Section 5.2. Special wage regulations

Section 5.2.1. Acknowledgment of previous experience

Practical experience from similar work shall be taken into account when stipulating wages.

Drivers are fully credited for their practical driving experience for licence classes C and D.

Other objective criteria for credit for practical experience may be agreed between the company and elected representatives 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 hour / week, 1698 for 35.5 hours / week).

Section 5.2.2. Compensation for overtime work

Overtime work shall be paid at a 50% premium.

Exempted from the above rule are overtime between 21.00 and 06.00, overtime on Saturdays and days before public holidays from 13:00 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. the Working Environment Act, Section 49, No. 3.

Each commenced 30 minutes shall be paid as full 30 minutes.

Section 5.2.3. Compensation for abnormal working hours

- a) A 100% premium shall be paid for work on New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, 1st and 17th of May, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, and after 15:00 on Christmas Eve, the Saturdays before Easter Sunday and Whit Sunday, and New Year's Eve.
- b) For service in the period between 19:00 to 06:00, the overtime premium shall be 25% of the regular hourly rate. From Saturday at 15:00 to Sunday at 12:00, the overtime premium shall be 40%. These premiums shall not be paid for work already compensated by 100%, cf. item **a)** of this section.

Note:

Workshop employees who as of 06.06.94 are paid in accordance with the Workshop Agreement in Oslo, Section 1a, Overtime Premiums, item b, and the Bus Agreement outside of Oslo, Section 1b, Overtime Premiums, item b, shall maintain their current working hours and payment terms provided that they are employed in the same enterprise.

Section 5.2.4. Compensation for special circumstances

Agreements on economic benefits or personal compensation beyond those 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 that have no set term or period of notice, and for which no agreement for work of limited duration has been made, apply for the current tariff period.

Section 5.2.5 Special provisions concerning seniority

Compulsory military service in the Norwegian Armed Forces and compulsory civilian national service shall be credited as seniority

upon employment in the employee's first job after completing service.

Employees on leave in connection with pregnancy/childbirth and adoption, accrue seniority for up to one year, provided the employee is entitled to maternity/paternity benefits or adoption benefits under the National Insurance Act Section 3A-1 and Section 3A-10.

Section 5.3 Meal allowances in connection with 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.

Section 5.4. Wages for special groups

Section 5.4.1. Young employees

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 current adult starting wage for the same or similar work applicable at any one time.

Section 5.4.2. Apprentices

Section 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%

When working overtime apprentices shall be paid as the minimum the same as other unskilled workers.

In cases where the apprentice fails at the first attempt when sitting for an apprenticeship certificate / journeyman's certificate or similar, and causality cannot be attributed to circumstances on the apprentice's side, the company is strongly encouraged to make arrangements for the continuation of necessary training for the apprentice to prepare and sit anew for an apprenticeship certificate / journeyman's certificate etc. In

the case of extended training wages shall be paid at the last half-year rate. Refer also to the Education Act.

Section 5.4.2.2. Employees with a certificate of completed apprenticeship / journeyman's certificate etc. 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.

Section 5.4.3. Examination candidates with practical experience

For employees who wish to take a trade or journeyman's examination in accordance with Section 3.5 of the Education Act (previously Section 20 of the Vocational Training 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.

Section 5.5. Payment of wages

Wages are normally 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 during a calendar month shall be paid out on the ordinary pay date of the following month.

These provisions shall not preclude the company and elected representatives from agreeing on other arrangements.

Section 6. REGULATIONS RELATING TO TIME OFF, VACATION AND LEAVE OF ABSENCE

Section 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 Section 51, No's. 2 and 3, and Section 54 and the provisions of the Basic Agreement, Part III.

Section 6.2. Holiday arrangements

Vacation time shall be provided in accordance with the Vacation Act and the provisions of Enclosure 7.

Companies shall make every attempt to arrange the summer holidays during school holidays.

Section 6.3. Regulations pertaining to leave of absence

Section 6.3.1. Short-term welfare leave of absence

For short welfare leave, the agreement for short welfare leave between the central organisations, cf. PART IV, Enclosure No. 6 applies.

Section 6.3.2. Other leave of absence

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

Section 6.3.3. Welfare leave of absence

Company shall pay normal wages during the period of leave for employees who are granted leave in accordance with the Working Environment Act Section 12-3.

Section 7 UNIFORMS AND WORK CLOTHES

The company shall supply all 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 driving or work. Rules for the replacement of lost personal property that is necessary for carrying out the work shall be agreed locally after negotiations with the elected representatives.

Section 8 SKILLS, EXPERTISE AND SUPPLEMENTARY AND FURTHER EDUCATION AND TRAINING

The parties have agreed that the individual company shall develop and maintain a systematic plan for the development of expertise. The plan shall have as its starting point an assessment of the required expertise and competence necessary to resolve the tasks the company is presented with, and shall describe the adopted measures and initiatives for developing such expertise and competence.

The company and elected representatives shall meet each year to discuss whether there is a knowledge gap between actual expertise and the company's requirements for expertise and if so what measures shall be adopted to enable unskilled workers to qualify for higher levels. The discussions shall be based on the company's requirements for skilled workers and the individual employee's needs and wishes to participate in further training and education. It should be an aim that skills training is part of the routines in all companies that meet with the standards as a training company.

The parties must ensure both centrally and locally that immigrant workers in Norway that wish to become part of the Norwegian work force have the opportunity to improve their basic language skills, knowledge of safety and work culture and ethics.

PART III: SPECIAL REGULATIONS

DRIVERS OF CARGO-CARRYING VEHICLES A – DISTRIBUTION / LOCAL TRANSPORT

Section 1 AREA OF APPLICATION

The provisions below apply to all driving starting and planned to end at the employee's base of operations, and which does not require an overnight stay. Driving without a planned overnight stay shall primarily follow this agreement.

However, the local parties may agree that driving jobs that are ordinarily covered by this agreement may be paid according to the long-haul agreement.

Section 2. WAGE REGULATIONS

Section 2.1. Monthly wages

Minimum wage rates are listed below. No employee may be paid less than the minimum wage rate.

0-3 years NOK 27,000.95

3-6 years NOK 27,326.95

6+ years NOK 27,652.95

Section 2.2. Premium for employees with an apprenticeship or similar certificate

Drivers with such qualifications shall be paid a premium of NOK 9 per hour in addition to the agreed hourly wage.

For a driver to be recognised as a skilled worker, he or she must have passed the apprenticeship or equal examination in line with statutory training requirements for professional drivers, as stipulated by the Education Act.

Section 2.3 Annual wage regulation

The stipulated wage rates are minimum rates. Premiums may be paid in addition to the minimum rate, based on seniority, expertise and practical experience. For the duration of this collective agreement, wages shall be adjusted annually on 1st April, unless the parties agree on a different date.

The adjustment/assessment is made based on prior negotiations/discussions between company management and the elected representative.

Local negotiations in each company shall be based on the company's financial status, productivity, profitability and general wage developments. The outcome of negotiations shall be recorded in writing.

Section 3. OTHER REMUNERATIONS / BENEFITS

Section 3.1. Overtime

Overtime pay is regulated by the collective agreement, Part III, Section 5.2.2.

Section 3.2. Premium for abnormal working hours

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

Section 3.3. Cleaning – maintenance

When the driver is required to wash vehicles or perform other similar maintenance work, he or she shall be paid in accordance with the provisions of the collective agreement. The driver is always responsible for cleaning the inside of the driver's cab.

Section 4. SPECIAL PROVISIONS RELATING TO WORKING HOURS

Section 4.1. General

Working hours commence and finish 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.

Section 4.2. Work plans

Common provisions in Part II, Section 4.3. of this agreement 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 driving jobs 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.

Section 5. OTHER SYSTEMS FOR THE PAYMENT OF WAGES ETC

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

Such agreements shall be recorded in writing.

Section 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 16 of the Basic Agreement.

Section 7. LOSS OF PERSONAL PROPERTY

Rules for compensation for loss of personal property which was necessary to use for work, shall be determined by the individual company after discussions with the elected representative.

FREIGHT DRIVERS B – LONG HAUL

Section 1. AREA OF APPLICATION

The regulations below apply to all driving with a planned overnight stay and where daily working hours cannot always start and end at the employee's base of operations.

The common regulations of Part II apply unless they are exempted by the regulations below or fall outside the natural scope of long haul transport.

Section 2. WAGE REGULATIONS

Section 2.1. General

From the time at which the driver commences work at the operational base and until task is completed at the operational base, wages are paid for productive time and passive time.

Drivers are paid at the rate for productive time from the start of the workday until the end of the workday, including overtime and breaks. During the period between the end of the workday and the start of the next workday, drivers are paid at the rate for passive time.

No 24-hour period on multi-day trips, with the exception of the start and finish days, shall be paid at less than 5 hours productive time and 19 hours of passive time.

Section 2.2. Minimum wage rates

Minimum wage rates are listed below. No one may be paid less than the minimum wage rate.

Section 2.2.1. Productive time

Productive time is paid at NOK 99.61 per hour.

Section 2.2.2. Passive time

Passive time is paid at 45% of the rate for productive time.

Section 2.2.3. Skills certificate

Drivers with a skills certificate shall be paid a premium of NOK 9 per in addition to the current productive hourly rate for all hours worked.

For a driver to be recognised as a skilled worker, he or she must have passed the apprenticeship examination or equivalent in line with statutory training requirements for professional drivers, stipulated by the Education Act.

Section 2.2.4 Premiums for abnormal working hours

Premiums for abnormal working hours are regulated by the collective agreement, Part II, Section 5.2.3, based on the rate for productive time.

Section 2.2.5 Overtime pay

Refer to Part II Section 4.5 for a definition of overtime pay.

Overtime is paid from the first hour, at a 100% premium of the productive rate, and at a 50% premium for passive time. This is paid in addition to ordinary wages at the productive rate.

Section 2.3 Annual wage regulation

The stipulated wage rates are minimum rates. Premiums may be paid in addition to the minimum rate, based on seniority, expertise and practical experience. For the duration of this collective agreement, wages shall be adjusted annually on 1 April, unless the parties agree on a different date.

The adjustment/assessment is made based on prior negotiations/discussions between company management and the elected representative.

Local negotiations in each company shall be based on the company's financial status, productivity, profitability and general wage developments. The result of negotiations shall be recorded in writing.

Section 2.4. Special wage regulations

The above minimum wage rates include loading and unloading, washing vehicles outside/inside, at least once per week, necessary cleaning in connection with the end of a shift and daily maintenance and inspection in line with the driver's handbook/work instructions.

If transport is interrupted or there is such a long wait that the driver is instructed to return home, the driver shall be paid at the minimum rates until the driver arrives at the agreed place to stop work, or home. The company shall pay all expenses for this trip. The same rules apply to departures.

If the parties in the individual company cannot come to another agreement, the employee's working hours shall be arranged such that average working hours over a maximum of 9 weeks are as long as prescribed by the Working Environment Act Section 46, cf. Enclosure 1 to the agreement.

Permanent full-time drivers shall have a guaranteed monthly salary (minimum wage) corresponding to the rate for drivers in distribution/local transport, cf. Part III A Section 2.1. For driving jobs that result in variable wages, the company may calculate an average guaranteed salary for 9 weeks, but such that the driver is guaranteed the minimum monthly salary each month.

Drivers who regularly make more than the minimum rate shall, where possible, have their actual wages paid monthly and, in any event, at the end of each 9-week period.

The minimum wage shall be reduced in accordance with normal settlement rules when the driver has vacation or been given time off upon request.

Section 2. Other remunerations / benefits

Section 2.5.1. Special call-up

Premiums for special call-up are regulated by the collective agreement, Part II, Section 4.4, based on wages in accordance with the Distribution Agreement, letter A, Section 2.

Section 2.5.2. Food allowances

A daily allowance shall be paid in accordance with the statutory regulations in force regarding a tax-free daily allowance. One third of this daily allowance shall be paid per commenced 8 hour period. The daily allowance shall not be included as part of ordinary wages.

Section 3. SPECIAL REGULATIONS

Section 3.1. Operational base

The operational base is the place where the employee's workday starts and finishes, in accordance with an employment contract or enclosures thereto.

Section 3.2. Operational parameters

Operations are based on shift driving, relief driving, unloading systems and one or two persons per vehicle.

The driver shall, if the company so requires, be present/participate in loading and unloading and on behalf of the company shall check that the correct amount is loaded/unloaded, and sign the relevant documents accordingly. The driver shall also, to the degree this is possible, check the goods and any pallets and note damages/shortages when signing for the delivery

Section 3.3. Required documents

The driver's driving report and other completed travel documents, along with signed consignment notes and discs from the tachograph, shall be submitted weekly or after every trip. Other guidelines may apply with regard to required documentation for some tasks.

Section 3.4. Pallet/fork trucks

Use of pallet or fork truck in connection with unloading/loading shall be agreed between the parties in each individual company.

Section 4. OTHER SYSTEMS FOR THE PAYMENT OF WAGES ETC

If the parties to the individual company deem it appropriate, the parties may agree on other pay systems or local special agreements. Such agreements shall be recorded in writing.

Section 5. REIMBURSEMENT OF EXPENSES

Expenses for visas, passport renewal, driver's card for digital tachograph, credit cards and similar that are necessary to carry out work as a driver in the company, shall be reimbursed 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 18 of the Basic Agreement.

Section 6. MOBILE TELEPHONES

Guidelines for the use and payment of mobile phones shall be agreed locally cf. the Working Environment Act Section 55 No. 3 prohibiting deductions in salary or holiday pay, unless there is a written agreement with the individual employee.

C – WORKSHOP EMPLOYEES

Section 1. WAGE REGULATIONS

Section 1.1. Wage tables

Section 1.1.1. Skilled Workshop employees

	Monthly wage
Commencing wage	kr 28 507
after 2 years	kr 28 693
after 4 years	kr 28 952
after 6 years	kr 29 182
after 8 years	kr 29 646
after 10 years	kr 30 109

Section 1.1.2. Workshop employees

	Monthly wage
Commencing wage	kr 27 436
after 2 years	kr 27 622
after 4 years	kr 27 881
after 6 years	kr 28 111
after 8 years	kr 28 575
after 10 years	kr 29 038

For an employee to be recognised as a skilled worker, he or she must have passed the apprenticeship examination or similar pursuant to statutory training requirements for heavy vehicle mechanics or other certificates of completed apprenticeship deemed equivalent by the company.

Section 1.1.3. Assistants

	Monthly wage
Commencing wage	kr 26 753
after 2 years	kr 26 944
after 4 years	kr 27 196
after 6 years	kr 27 335
after 8 years	kr 27 793
after 10 years	kr 28 088

Section 1.1.4. Cleaning staff

	Monthly wage
Commencing wage	kr 26 197
after 1 years	kr 26 582
after 2 years	kr 26 711
after 10 years	kr 27 154

Section 1.1.5. Cleaning staff – interior cleaning (offices, buildings, etc.)

	Monthly wage
Under 18 years	kr 22 509
0 to 2 years seniority	kr 25 151
2 to 4 years seniority	kr 25 568
over 4 years seniority	kr 25 938

Section 1.2. Workshop foremen

With regard to wages and working conditions for workshop foremen who are affiliated with the Norwegian Transport Workers' Union (NTF), the agreement in force between the Confederation of Norwegian Enterprise (NHO) and NTF respectively shall apply.

Separate entry

In the case of administrative staff who are members of NTF, the standard agreement for *Handel- og Kontor* in Norway for administrative staff shall apply.

Section 2. OTHER REMUNERATIONS AND BENEFITS

Section 2.1. Overtime

Overtime pay is regulated by the Part II, Section 5.2.2 of the collective agreement for freight transport.

Section 2.2. Premiums for abnormal working hours

Premiums for abnormal working hours are regulated by Part II, Section 5.2.3 of the collective agreement for freight transport.

Section 2.3. Repairs carried out outside the workshop area

The matter of special compensation for repairs of equipment while on a route – and a food and lodging allowance, if necessary – shall be considered on a case-to-case basis and agreed between the parties in the company.

DEL IV: ENTRY INTO FORCE – DURATION – APPENDICES

OVERVIEW OF COMPANIES BOUND BY THIS AGREEMENT - ENCLOSURES

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 with 2 – two – months notice.

See also Enclosure 9

2. LOCAL NEGOTIATIONS

Local negotiations with regard to bonus agreements or other pay systems are permitted under the regulations of this agreement.

Further, local special agreements may be made within the areas provided for by this Agreement.

3. OVERVIEW OF COMPANIES BOUND BY THIS AGREEMENT

An updated overview of companies bound by this agreement shall be exchanged pursuant to this agreement.

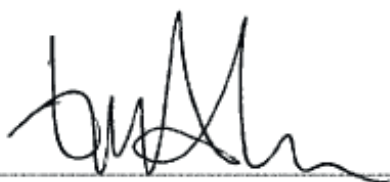
4. ENCLOSURES TO THIS COLLECTIVE AGREEMENT

Regulations contained the following appendices apply to this collective agreement:

Enclosure 1	Reduction of working hours
Enclosure 2	Statutory extra holidays for older employees
Enclosure 3	Severance pay agreement
Enclosure 4	Agreement on a new AFP scheme
Enclosure 5	Information and development fund
Enclosure 6	Agreement on short welfare leave
Enclosure 7	Holidays and more
Enclosure 8	Seniority for compulsory military service
Enclosure 9	Regulations for the 2 nd year of agreement
Enclosure 10	Gender equality
Enclosure 11	Remuneration for public and bank holidays and 1 st and 17 th May
Enclosure 12	Externally hired manpower
Enclosure 13	Employees of temporary agencies etc
Enclosure 14	Professional driver certification



Landsorganisasjonen i Norge



Norges Lastebileier-Forbund



Norsk Transportarbeiderforbund

REDUCTION OF WORKING HOURS AS OF 1st January 1987

A. As of 1st 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 Section 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 of working hours

- a. Weekly, monthly and annual pay shall remain unchanged. If in addition the employee 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 kroner 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.

g. In cases where reduced working hours from 40, 39, 38 36 hours respectively are introduced from previously lower working hours, pro-rate compensation shall be paid

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. Prior to the implementation of shorter working hours, 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 elected representatives 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 Section 10-12, paragraph 4, of the Working Environment Act, the parties to a collective wage agreement have, subject to certain conditions, the option to agree on a different arrangement with regard to working hours than the standard stipulated as the norm in the Act. If in certain enterprises or branches of industry, there is a special need for maintaining the present working hours, the parties to the collective agreement may enter into agreement on this in accordance with the regulations of the Working Environment Act, Section 10-12.
5. In connection with the shorter working hours it may, for the purpose of maximising exploitation 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 on Saturdays and after 16.00 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 on Saturdays or before 16:00 on the other weekdays.
8. At enterprises where the rules in Section 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 commence between the parties during the agreement period.

D. Day 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 implemented, 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 elected representatives 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 entering into agreement 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.

E. 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.

F. Maintaining production, productivity and effective working time

It is premised that the parties within 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 elected representatives 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 shall 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 accordance 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.

A. The Working Environment Act, Section 10

1. Section 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 on Sundays to 18:00 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 employee during the night may be somewhat less than if operations continued round the clock.

- c. For the purpose of this provision the term “Sundays and public holidays” means “Sundays and/or public holidays”. This means that for work on two shifts and comparable work on rotas regularly worked on movable holidays, but not on Sundays, the ordinary working hours shall not be more than 35.5 hours per week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four hours into the 24 hours legislated as a day of rest, i.e., all four hours between 18:00 and 22:00 or after 22.00 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 term “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 term “work that is performed mainly at night” means that employees will come under 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 21:00 to 06:00).

2. Section 10-4:

“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 22:00 and 06:00 (the night shift). The 24 Sunday hours are counted from 22:00 on Saturday to 22:00 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.

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

B. Transitional arrangements

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

The individual tariff parties can also request a further postponement of the

implementation of the working hours reduction for branch or companies in the branch, but for no longer than to 1st October 1987.

During the weeks where transitional arrangements are in force, the hours where working hours pursuant to the shift, rota or other working hours scheme exceed on average the new working hours, the excess shall be treated as overtime work. Payment for overtime for the hours where the working hours in accordance with the shift, rota or other working hours scheme on average per week exceed the new working hours shall be 50% up to 1st July 1987.

If the individual tariff parties agree to extend the transitional period beyond 1st July 1987 and until 1st October 1987 the compensation during this period shall be 75%.

Compensation for reduced working hours shall be paid for the excess hours.

STATUTORY EXTRA HOLIDAY FOR OLDER EMPLOYEES

It is premised that the employee's wishes with regard to taking extra holidays is accommodated to the degree this is possible.

The main organisations are in agreement that the extra holiday for older employees cannot be demanded during periods that create serious problems for production, or for the systematic holiday schedule for the company's work force as a whole. If this should prove to be the case, the company has the right to demand that the employee chooses different dates for the implementation of the extra holiday.

Severance pay agreement

Valid from 01.01.2011, with the amendments from 2014 and 2016 ¹

1.0 GENERAL

1.1 Origins of the 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 Objective and personnel concerned

The objective of this agreement is to provide financial compensation for employees who, after reaching the age of 50, are dismissed for reasons that are not attributable to them, or when employment ceases as a result of disablement or chronic disease.

1

The Taxation Act Section 5-15 was amended on 18th December 2015, with effect from 1.1.2016. Pursuant to the previous Taxation Act Section 5-15 first paragraph litra a, the final severance pay incorporated in the Severance Pay Agreement between LO and NHO was not calculated as income. This means that persons that meet with the requirements for final severance pay at 31.12.2015 at the latest will receive the payment tax free, and that those who qualify for final severance pay after 1.1.2016 will not receive the payment tax free. The classification of final severance pay as taxable income may also result in that payment of the severance pay effects affects other payments such for example other benefits paid from the public purse such as invalidity and unemployment benefits. The details have not been finalised as of April 2016.

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 Education and Development Fund on behalf of LO and NHO and other employee 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 raise and be the object of legal actions 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 TERMS AND CONDITIONS

2.1 Enterprises encompassed under the arrangement

The arrangement encompasses the following enterprises:

- a) NHO member enterprises bound by a contractual agreement that have a collective agreement with an LO union.
- b) Enterprises 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 Arrangement.
- d) Enterprises bound by a contractual wage agreement that belong to a different collective wage sector from those that come under a) through 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 is mandatory for all employees.

2.2 Joining/withdrawing from the Severance Pay Arrangement

An enterprise becomes a member of the Scheme from the time the collective agreement that includes the LO/NHO appendix on the Severance Pay Arrangement, 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 Arrangement 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 Arrangement 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 Arrangement 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 TERMS AND CONDITIONS

3.1 Membership in the arrangement

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 disease, the person must have become a member of the Scheme before the leaving date – cf. 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, 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 have been employed by the enterprise for a total of 20 years, of which the last three are consecutive years, or

b) have been a member of the Severance Pay Scheme for at least 15 consecutive years immediately before the leaving date, or

c) 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 disease, a further condition is that he or she 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 disease 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. 3.4 below.

3.4 Other suitable work etc.

Severance pay will not be granted if an employee who loses his/her job, cf. 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.

In the event of a merger or transfer of a business that comes under Chapter 16 of the Work 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, Section 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 disease, the leaving date shall be counted as six months after the last working day.

3.6 Conditions for 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. 7.3. **3. Early retirement pension (company-based) and AFP**

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 a real 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 has not been paid out for more than six months, the right to severance pay can be reinstated by repaying the AFP supplement paid out.

4.0 AMOUNT OF SEVERANCE PAY

4.1 Severance pay rates

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

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

4.2 Early retirement age, under 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 last year before retirement age is attained, NOK 35,000 is paid for the penultimate year, and so forth until the age of 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. The reduction shall be proportional.

5.2 Retaining part of a position

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

Severance pay shall be reduced for employees who are compelled to reduce their occupational activity owing to disablement or chronic disease, but who continue to work – combined with a reduced disability pension. The proportional reduction in the position percentage will be the basis for the calculation.

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.

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 OF APPLICATIONS

6.1 Submitting 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 local NAV office. After

NAV has added the necessary data, it shall forward the application to the Severance Pay Arrangement.

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 Arrangement.

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 (appeals)

Decisions concerning severance pay may be appealed to the Board of the Severance Pay Arrangement 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 Arrangement 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 Arrangement's administration may request the Board to consider a complaint even if the deadline has expired.

6.4 Duty of Confidentiality

All persons who perform work or provides services for the Severance Pay Arrangement has a mandatory 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 Arrangement 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 Arrangement 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. sub-section 7.2 – but the enterprise fails to effect payment as intended, the employee is entitled to payment directly from the Severance Pay Arrangement. In such event the Arrangement 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 register of employees.

7.3 Payment to next of kin after death of applicant

If the applicant dies before the severance pay payment is executed, 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 executive committee.

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

The premium is paid quarterly to the Severance Pay Arrangement.

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 stipulated.

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 Sub-section 7.2.

9.0 MANAGEMENT, ADMINISTRATION, ETC.

9.1 The Board of the Severance Pay Arrangement

The Board of the Severance Pay Arrangement is the governing body for the Arrangement. The Board consists of four members with four personal deputies.

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 Arrangement for Collective Agreement Pensions shall also be deemed to have been elected as members of the Board of the Severance Pay Arrangement, 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 Arrangement.

9.2 The Board's duties

Management of the Severance Pay Arrangement 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 Arrangement.

The Board shall keep itself informed of developments in the economy of the Arrangement and shall ensure that its activities and accounts are subject to adequate controls. The Board shall exercise supervision to ensure that management of the Arrangement's assets takes place in accordance with the Articles and Board resolutions. The Board determines how the Articles 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 Articles, 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

The Board shall meet when the Chairman so decides or when this is demanded 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 Articles.

9.4 Daily management

The Severance Pay Arrangement 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 Arrangement in external affairs.

The Managing Director represents the Severance Pay Arrangement 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 Arrangement 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 Arrangement when the Arrangement 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 deputy 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 Arrangement.

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 applies also 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 Arrangement.

9.8 The Severance pay arrangement

The Board may decide that the administrative tasks of the Severance Pay Arrangement shall be assigned to the arrangement's administration. The administration shall in such case serve as the secretariat for the Severance Pay Arrangement and execute the administration of the Severance Pay Arrangement. The Managing Director of the Severance Pay Arrangement shall also be Managing Director of the administration.

The administration shall among other things undertake the following on behalf of the Severance Pay Arrangement:

- (a) prepare matters to be considered by the Board and other agencies in the Severance Pay Arrangement,
- (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 Arrangement 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 of the administration.

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

The Severance Pay Arrangement shall bear costs incurred by the administration that relate to the Arrangement.

9.9 Auditor

The Board shall appoint a State Authorised Public Accountant as auditor for the Severance Pay Arrangement. 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 ARRANGEMENT

10.1 Asset management

The Board of Directors shall decide on the placement of the severance pay funds and stipulate the guidelines for asset management. Within the stipulated guidelines, the Board may delegate authority to decide on placements to the administration.

The Board may decide that the Arrangement 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.

Agreement on a new AFP Arrangement

I Introduction

The contractual early retirement pension Arrangement (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 decision of the Storting 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 Arrangement should be replaced by a new AFP Arrangement 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. Initially this can 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 Arrangement 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 Arrangement 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 Arrangement, which are adopted by the Joint Arrangement for Collective Agreement Pensions (AFP) and are approved by the Ministry of Labour pursuant to the Act of 2010 relating to the contribution Arrangement.

These by-laws contain detailed rules for both the original and the new AFP Arrangement. 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.afp.no

III Original AFP Arrangement

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 Arrangement

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 Arrangement 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 Arrangement.

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), belonged to the Arrangement in employment with one or more enterprises that were members of the Joint Arrangement 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.afp.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 Arrangement.

VI Level of pensions in the new AFP Arrangement

AFP is calculated as 0.314% of the annual pension-earning income through to and including the calendar 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 Arrangement.

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

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 Arrangement will have to pay premium to that Arrangement, 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 Arrangement.

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 Arrangement. 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 Arrangement 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 applies also to enterprises who are not members of NHO, but have wage agreements with federations that are affiliated with LO or YS.

AGREEMENT
on an education and development Arrangement
established by the Confederation of Norwegian Enterprise (NHO)
and
the Norwegian Confederation of Trade Unions (LO)

(as last amended in 2011)

Section 1

Object

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

Section 2

Policies

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

1. Provide modern schooling for elected representatives, 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 good cooperation within the individual enterprises.

Section 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 Arrangement, cf. Section 5.

Section 4

Collecting premiums

The premiums referred to in Section 3 shall be paid quarterly to the Joint Office for the

LO/NHO Arrangements. The premiums paid shall cover the enterprise's aggregate commitments to all Education and Development Arrangements.

Section 5

Administration

The Arrangement 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.

Section 6

Use and distribution of funds

Each year the board of the Arrangement shall determine the amounts to be set aside in advance for joint purposes worthy of support. The other Arrangement 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 Arrangement shall, in accordance with rules to be determined, be entitled to participate in measures financed by the Arrangement.

Section 7

Accounts and annual report

The financial year for the Arrangement 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.

Section 8

Dissolving the Arrangement

If the Arrangement 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 section 2 of this agreement.

Section 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.

Notes:

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

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

**AN LO-NHO AGREEMENT ON SHORT WELFARE LEAVE WITH
ADDITIONS AGREED BETWEEN NORSK INDUSTRI AND
FELLESFORBUNDET
(Applies to sections 4, 5 and 10)**

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, 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. In such circumstance the employee will most probably already be on sick leave.

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.

The above refers to acute illness in the home when other help is not obtainable 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 in such cases.

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 in 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 is defined as leave for the necessary period of up to one day paid at the standard wage rate.

Holidays 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 absence on 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 Section 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 elected representatives, for example in the form of calculating average working hours or having a working hours account. Agreements made with the elected representatives will take precedence over individual agreements”.

B. Mandatory holiday regulation

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

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

Employees may claim five working days off each calendar year, cf. Holidays Act, Section 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, Section 10.

When the fifth holiday week is implemented, the ordinary percentage for holiday pay shall be 12% of the basis for holiday pay, cf. Holidays Act, Section 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 elected representative 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, Section 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 on completion of the implementation it constitutes 4 worked shifts.

Comments:

1. In collective agreements where holiday according to Section 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 offshore agreements (Nos. 129, 125 and 123), the holiday results in a reduction of 7.5 hours per holiday day. The parties agree that the holiday shall be taken in the off-duty period during the holiday year

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 provides the conscript with valuable experience that can be utilised in his/her subsequent studies/occupation and therefore it is important that those who are conscripted to serve national service in the Armed Forces, are not set back and ranked behind others with regard to wage seniority.

For this reason the Parties have agreed that:

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

ADJUSTMENT RULES FOR THE 2ND YEAR OF THE AGREEMENT

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 adjustments for the second 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 2nd 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 1st April 2017).

ACTION PROGRAMME BETWEEN LO AND NHO

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GENDER EQUALITY

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 seeing 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 wish to enter into a gender 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 arrangement 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/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.

- Joint 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.

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

The A Arrangement

As last amended in 2016

Instead of standard wages employees who are on weekly, daily, hourly or piecework rates and are not at work in the ordinary way on the above mentioned days, shall receive remuneration according to the following rules:

I
Remuneration.

1. Remuneration shall be paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day when these days fall on a weekday that, according to the regular working system in the enterprise, would otherwise have been ordinary work days.

The remuneration shall also be paid when public holidays and 1st and 17th May fall within a time period when the employee is on holiday or laid off due to a halt in operations.

2. With reference to Section 3 of the Act of 26th April 1947 relating to 1st and 17th May, the organisations have agreed that the rates for 1st and 17th of May shall be coordinated with the rates for movable public holidays.

Unless the parties agree that the remuneration shall correspond to the average hourly pay for all employees at the enterprise, the remuneration for movable public holidays and payment for the 1st and 17th of May shall, for adult employees in the individual enterprises, be determined by a group method of calculation. These provisions are not intended to prevent the parties at the enterprise from adopting a different system of payment.

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

If general supplements are paid in the sector for the collective agreement in the time after the calculation period, these shall be added when paying out remuneration.

These provisions do not hinder the parties at the enterprise from agreeing on a different calculation period.

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

Remuneration shall be reduced proportionally if, pursuant to the pay system in the enterprise, reduced working hours are in force on the particular weekday. Daily allowances or the like, paid to the employee for the day in question by the employer or a social security organisation financed wholly or partly by obligatory contributions from the employer, shall be deducted from the remuneration.

5. For young employees and apprentices, male and female, payment shall be determined according to the average hourly pay at the enterprise for these employees together, unless the parties have agreed on a different system of calculation.
6. For employees at enterprises that have a system of regular pay, the remuneration paid shall be calculated according to the individual employee's hourly earnings in the week in which the movable public holiday falls.
7. For weekly paid employees, agreement may be made to the effect that, instead of remuneration according to the above rules, they shall retain their ordinary pay in full, also for weeks in which there are public holidays or the 1st or 17th of May.

Comments:

- a. In addition to the payment the individual employee is to receive pursuant to the agreement, those on continuous shift work shall receive NOK 45.22 for each full shift worked on a public holiday that falls on an ordinary weekday.

Three shifts per public holiday are calculated. As a rule from 22:00 on the day before the public holiday to 22:00 on the holiday, or possibly the last day of the public holiday, is counted. The above provisions apply whenever the following days fall on an ordinary weekday:

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

The said NOK 45.22 is to be included in the basis for calculating holiday pay, but not overtime or shift work percentages.

- b. Shift workers who lose a shift before public holidays due to the overtime rules in the Working Environment Act, shall receive the same remuneration for these shifts as for a public holiday day. If part of a shift

is lost on such days, the remuneration shall be in proportion to the time lost.

II

Rules for accruing remuneration.

Employees are entitled to remuneration when they have been employed by the same enterprise for at least 30 days preceding the public holiday, or are engaged later for work lasting at least 30 days. For the purpose of earning remuneration, the 3 holiday days at Easter are regarded as one unit and the 2 holiday days at Christmas plus New Year's Day are regarded as one unit.

If an employee with a minimum of 5 years unbroken employment with the company is dismissed for circumstances that are not on his or her side, and the period of notice expires on the last working day of April or December, the employer shall pay compensation for 1st May and 1st January respectively.

III

Payment

The remuneration shall be paid out not later than on the 2nd pay day after the public holiday. For public holidays that are regarded as one unit, payment shall be made not later than the 2nd pay day after Easter Monday and New Year's Day, respectively. If employment ceases before that date, remuneration shall be paid out with the final settlement.

IV

This remuneration is counted as part of earned income and shall be included when calculating holiday pay. It shall not be included when calculating overtime pay.

Externally hired labour

I

When hiring external labour from manpower from manpower agencies/temporary help agencies, Section 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 hiring enterprise for the duration of the hire period in accordance with the Working Environment Act, Section 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 in VO.

III

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

At the request of the elected representatives, 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 externally-hired manpower with the following exceptions: If the supplying 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 supplying enterprise. Upon request, the elected representatives and representative from the hiring enterprise may contribute to negotiations with information on the agreements in said hiring enterprise.

If the supplying enterprise is not subject to the Basic Agreement between LO and NHO, the elected representatives in the hiring enterprise may address claims of a breach of the principle of equal treatment in Enclosure 1.3.2, so that the hiring enterprise can clarify and rectify the situation as necessary.

Externally-hired employees shall be presented to the elected representatives at the hiring enterprise. When discussing the hiring of external labour, the local parties shall also discuss the resources for elected representative work, cf. Section 6-6 of the Basic Agreement.

Comments:

The points 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. Prop 74L (2011-2012).

Employees of temporary help agencies

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

1. This agreement may be made applicable as a 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. Section 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 applies in accordance with the provisions of the Working Environment Act.
5. If an employee is offered employment by the hiring 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 hiring enterprise for the duration of the assignment.
6. The wages and working conditions at the hiring enterprise apply for externally-hired manpower to enterprises subject to this agreement, cf. Enclosure 1.3.2.
7. The wages and working conditions that have been agreed upon at the supplying enterprise apply to externally-hired labour supplied 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 layoffs and the termination of employment.

During the agreement period, the parties agree to practise Section 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 Section 3-7 (2), second paragraph of the Basic Agreement will apply in the ordinary manner as of the 2014 collective agreement revision.

Professional driver's certificate

Pursuant to the Professional Driver's Regulations (F16.04.2008 No. 362, Regulations on basic training and further training for professional drivers), drivers must now participate in further education and training, currently 35 hours every 5th year.

In cases where the parties have not entered into deviating local agreements the following applies:

The employer shall offer permanently employed drivers additional education / training in accordance with the current applicable regulations. After consultations with the elected representatives, the employer shall stipulate the implementation, time and place of the education / training.

If the employee fails to participate in the education / training offered by the employer, the employee is personally responsible for participating in the said education / training within the mandatory deadlines. The employee shall pay the costs of this.

If the employee is absent from the mandatory education / training without due reason, the employer can demand that the employee pays the costs. The employee does not have the right to education / training courses while working a period of termination of employment.

Costs shall be covered as follows:

The employer shall pay the costs of the course, hereunder any teaching materials.

The employer shall pay ordinary wages for actual time spent, currently 7 hours per course daily. This notwithstanding no employees shall receive more than 20 % of his or her average weekly wage per course day.

Average weekly wages shall be calculated on the previous three months' pay. Overtime shall not be included in the calculation basis. Course time pursuant to the Professional Driver's Regulations is not deemed to be working hours, nor shall participation in courses give the right to overtime pay or other financial compensation.

If the course is not arranged at the base of operations, the employer shall pay the employee's travel costs to and from the course venue. After consultations with the elected representatives, the employer shall stipulate the method of travel and payment of travel costs, including meals and lodging costs.



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