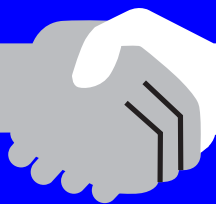


2024-2026



COLLECTIVE AGREEMENT FOR TELENOR
between
Confederation of Norwegian Enterprise (NHO)
of the one part
and
Norwegian Confederation of Trade Unions (LO)
and
the Norwegian Electricians and IT Workers Union
(EL og IT Forbundet)
of the other part



COLLECTIVE AGREEMENT FOR TELENOR

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Confederation of Norwegian Enterprise (NHO)

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Norwegian Confederation of Trade Unions (LO)

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**the Norwegian Electricians and IT Workers Union
(EL og IT Forbundet)**

of the other part

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PART I – BASIC AGREEMENT

The Basic Agreement between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO) is included as an integral part of this agreement.

PART II – COLLECTIVE AGREEMENT

1 Agreement scope of application

1.1

This agreement applies to members of the Norwegian Electricians and IT Workers Union (*EL og IT Forbundet*) employed full- or part-time by the following enterprises within the Telenor Group, as specified in Appendix 7.

The agreement shall not apply to employees in the executive management of the enterprises. The same applies to members who act as representatives of the enterprise in the negotiation of general pay and working conditions.

The provisions of Article 3 Regulation of working hours and Article 5 Overtime do not apply to employees who are not subject to the provisions of Chapter 10 of the Working Environment Act.

1.2

Temporary agency workers

This agreement may be applied as a collective agreement in TEAs with employees who are hired out, and who perform work within the scope of application for this agreement, see Article 1.1.

See second to last paragraph of Article 20 and Appendices 8 and 8A.

2 Special agreements

The parties agree that this agreement is a framework agreement. The primary contracting parties presume that this agreement may be supplemented with special agreements at each individual enterprise.

Termination of enterprise-specific agreements is regulated by Chapter IV of the Basic Agreement.

3 Regulation of working hours

Ordinary weekly working hours shall, as an annual average, be 37.5 hours excluding meal breaks.

To the greatest extent possible, ordinary working hours shall be scheduled between the hours of 07:00 and 17:00 on the first five business days of the week.

For planned work outside the 07:00–17:00 time frame, management may, in consideration of customer service and market conditions, implement necessary working time arrangements

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following discussions with shop stewards. The basis for implementing a working time arrangement shall be discussed in these negotiations.

Division

The division of working hours over the year and day, flexible working hours and other regulations of working hours shall be discussed/negotiated locally.

Part-time employees

If a part-time employee has indicated to their employer that they wish to increase their employment, the employer shall, in so far as possible, and on otherwise equal terms, afford such employees preferential rights to vacancies in the enterprise.

Specifically for shift and rota work

Shift and rota workers follow the general rules on reduced working hours, cf. the appendix "Reduction of work hours, adopted 01/ 01/ 1987". When shift schedules/rotas are changed, the changes must be discussed with the shop stewards no less than 14 days before the changes take effect.

The enterprise may grant exemption from round-the-clock or continuous shift/rota work for employees over the age of 58, if possible in light of operational and staffing considerations. Solo night shift work should preferably be based on consent. If there is a risk of physical/psychological harassment on such shifts, measures shall be implemented to protect the employees.

At-home standby

The need for at-home standby arrangements shall be discussed with shop stewards in advance.

Framework conditions and compensation shall be regulated in a special agreement for the individual enterprise.

Work–life balance

The parties agree on the importance of ensuring a good work–life balance. The local parties are therefore encouraged to discuss a framework for the use of technology that may have consequences for this balance.

4 Pay regulations

General provisions

Pay systems are agreed in local special agreements for each enterprise.

Such special agreements may include:

- Pay group definitions
- Regulatory clauses

The distribution of positions within the pay system shall be based on the nature of the work, unless the parties agree otherwise, e.g. the position's salary.

Bonus and commission arrangements

Various bonus and commission arrangements may be agreed for each individual enterprise.

Pay definitions – Payment

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The monthly salary shall be the annual salary, divided by 12.

The hourly wage for employees paid by the hour shall be calculated based on the annual salary and working hours of an equivalent full-time position. (The hourly wage rate for daytime work is the annual salary divided by 1950.)

Salaries and wages are paid monthly. The pay shall be deposited and available in the employee's bank account on the 15th of every month. If the 15th day of the month falls on a Saturday, Sunday or public holiday, the pay shall be made available on the preceding business day. The holiday pay supplement is normally paid in June.

Annual local pay negotiations

Each year, the local parties shall negotiate the framework and profile for the enterprise's local settlement. Before the negotiations, the Norwegian Electricians and IT Workers Union's negotiators shall be provided with complete payroll data for its own members.

The negotiations shall be based on the individual enterprise's finances, economic reality, productivity, future prospects and competitiveness.

Minutes shall be kept of all meetings.

General pay increases negotiated centrally/union-wide may be taken into consideration in local settlements.

In the event of local disputes concerning the negotiation process, its framework and/or the profile of the settlement, either of the parties may demand negotiations at central organizational level. In any case, the enterprise must implement the adjustment.

In connection with local pay negotiations, the enterprise must also review the salaries of employees currently on parental leave.

After the annual negotiations have been completed, the Norwegian Electricians and IT Workers Union's shop stewards will be provided with a report on their members' compensation.

Local negotiations shall not begin until central/union-wide settlements have been agreed.

Pay appraisal interview

In companies where the pay system allows for individual pay increases, the employee shall be offered a pay appraisal interview with their closest superior prior to determination of the salary adjustment

5 Overtime

1. Work imposed in excess of daily/weekly working hours in a full-time position, shall be compensated with an overtime premium. Part-time employees are eligible for overtime pay when their work hours exceed daily/weekly working hours in a full-time position.
2. The hourly rate for use in calculating overtime pay for the individual employee is determined by dividing the annual salary for a full-time position by 1850.

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3. For imposed overtime work, an hourly rate with the following premiums is paid:
- For the first five business days of the week, a 50-percent premium is paid for overtime work performed after ordinary working hours and until 20:00. From then and until 07:00, a 100-percent premium is paid.
 - For work performed on Saturdays when the employee is normally off, as well as on days in a rota schedule when the employee is normally off, a 100-percent premium is paid.
 - For work performed after ordinary working hours on Saturdays and days immediately preceding a Sunday or a public holiday, a 100-percent premium is paid.
 - For work performed on Sundays, a 100-percent premium is paid.
 - For work performed on public holidays and after 13:00 on the Wednesday before Maundy Thursday, as well as on the Saturday before Whitsunday, on Christmas Eve and on New Year's Eve, a 150-percent premium is paid.

If agreed between the employer and the employee, the employee may take compensatory time off equivalent to the accumulated hours of overtime. In these cases, the employee shall be entitled to payment of the difference between their ordinary pay and their overtime pay (overtime premium).

4. When an employee is ordered to work overtime for two hours or more after ordinary working hours, the employee shall be allowed a break of at least 30 minutes before the overtime work begins. This break shall be compensated as overtime work.
5. If the imposed overtime work is not performed as an extension of ordinary working hours, the employee shall be compensated for 2 hours, even if the overtime work is completed in a shorter time. This applies to employees to whom *Rammeavtale om feilretting i bedriftene* does not apply.
6. When an employee participates in compulsory training outside ordinary working hours, the employee is entitled to overtime pay.
7. Compulsory information meetings that cannot be held during ordinary working hours shall be compensated as additional work or overtime work, in accordance with Article 5 (1).

Overtime accounts, cf. Section 10-7 of the WEA, shall be available to shop stewards.

If overtime work is imposed, with the effect that the off-duty time pursuant to Section 10-8 (1) of the WEA extends into the next ordinary work period, the employee shall be entitled to time off in accordance with the Working Environment Act. No deductions in pay shall be made for such rest periods. If the employee is ordered to start work before the rest period is over, the employee shall be entitled to 50-percent overtime for the hours that remain of their rest period.

When overtime work is imposed on an employee on the same day, and the overtime lasts 2 hours or more, the employee shall be entitled to claim a food allowance upon presentation of a

receipt, if the employer does not provide a meal. Rates shall be agreed in local agreements.

6 Sick pay

General Norwegian rules concerning sick pay and any special agreements for the individual enterprise shall apply.

An employee who, due to sickness, is unable to perform their regular work, but who is able to perform other, equivalent work, may be instructed to perform such work in the same workplace, while retaining their normal salary.

7 Paid leave of absence in connection with pregnancy, birth, adoption and breastfeeding

Paid leaves of absence in connection with pregnancy and birth, adoption and breastfeeding are regulated by the provisions of the WEA and any special agreements by which the individual enterprise is bound.

8 Leave of absence in connection with child's or child-carer's illness

Leaves of absence in connection with a child's or a child-carer's illness are regulated by the WEA and any special agreements by which the individual enterprise is bound.

Employees caring for children under the age of 18 with life-threatening or other very serious illness or injury are entitled to a leave of absence pursuant to of the Norwegian National Insurance Act.

9 Short welfare leave

An employee may be granted paid welfare leave under especially compelling circumstances.

Examples of such compelling circumstances include:

- death in the employee's immediate family
- doctor's/dentist's appointment, etc.
- leave for the rest of the workday if the employee has to leave because they are sick
- kindergarten introduction
- accompanying a child to their first day of school
- parent/teacher conferences in primary and lower secondary school (*grunnskolen*)
- examination for military service
- treatment from physical therapist/chiropractor, provided the treatment is covered by national insurance

The above examples do not exclude other, potential circumstances in which welfare leave may be granted.

10 Early retirement pension supplement scheme (*Sliterordningen*)

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The scheme, as amended, agreed between NHO/LO shall apply. Please see Appendix 1 of the agreement.

11 Information and development fund

The scheme, as amended, agreed between NHO/LO shall apply. Please see Appendix 2 of the agreement.

12 Holidays and holiday pay

Holidays and holiday pay are granted in accordance with the provisions of the Norwegian Holiday Act and Appendix 6 on agreed holidays, as well as special agreements by which the individual enterprise is bound.

13 Occupational pension schemes

Pension and insurance schemes apply in accordance with Telenor Group policies.

The local parties shall discuss established schemes within the enterprise.

Before changes are made in pension and insurance schemes, negotiations with shop stewards shall be initiated as soon as possible. Compensation for any losses individual employees may incur shall, among other things, be addressed in these negotiations.

14 Early negotiated pension (AFP)

The AFP scheme, as amended, agreed between LO/NHO shall apply. Please see Appendix 3 on AFP.

15 Equality and non-discrimination

The parties shall, through collaboration, information and discussion, promote equality and prevent discrimination on the basis of sex, pregnancy, leave in connection with birth or adoption, care tasks, ethnicity, religion, life stances, functional impairment, sexual orientation, gender identity and expression, or any combination of these. The parties shall furthermore seek to prevent harassment, sexual harassment and gender-based violence.

The employer is responsible for the companies' mandatory equality work, but both parties have a responsibility for taking initiative in matters concerning equality. In cases where the parties are not negotiating a special agreement, equality work shall be an integral part of the established system for collaboration, information and discussion in the company.

See also Appendix 5 and Supplemental Agreement II of the Basic Agreement – Framework agreement to promote equality and prevent discrimination in working life.

The local parties shall annually review the salaries of men and women and evaluate the cause of any salary differences, cf. the provisions of the Equality and Anti-Discrimination Act.

The enterprises shall strive to achieve an equal distribution between men and women in all occupational groups and to ensure that pay and working conditions do not discriminate between genders. Enterprise pay policies shall adopt gender-neutral criteria for pay setting, and these policies shall be applied in a manner that promotes gender equality.

The management of each individual enterprise division is responsible for the work on equality.

When implementing competence-building measures, gender equality considerations must be taken into account.

In all companies with a statutory obligation to perform a gender pay gap review every other year, the shop stewards shall be included in the planning and evaluation of the pay gap review.

16 Benefits during military service

Remuneration in accordance with special agreements by which the individual enterprise is bound.

17 Competence development

Enterprises shall emphasise targeted development of its employee's competence as a key strategy for increased competitive ability, customer focus and employee satisfaction. This includes planned training through work situations, courses and continuing education.

With the aim of employees becoming qualified to take on new tasks and meeting the companies' future needs, the parties agree:

- that the company and the shop stewards shall regularly discuss general training for the purpose of increasing the competence level of the company's employees. The parties shall discuss efficient and flexible approaches to training, including the use of digital training, where appropriate.
- that the company and the shop stewards shall hold annual discussions on whether there is a competence gap relevant to the companies' requirements for competence and, if so, what arrangements, if any, can be put in place to enable employees to sit for a trade/journeyman's certificate or pursue further and continuing education. These discussions shall be based on the company's and the individual employee's needs and wishes for increased competence.
- that individual employees, as agreed between the employer and the employee, may be granted opportunities to take competence-building measures up to 7.5 hours per year, paid at the ordinary salary rate. It is a precondition that the employee has an intention of completing the programme and puts in any necessary additional effort in their free time.

The executive management of each enterprise shall encourage and guide employees to pursue continuing education, while the employee remains responsible for their own development.

Managers and employees shall meet for annual performance reviews (*medarbeidersamtaler*) to discuss the employee's personal development and future development possibilities. The manager shall prepare individual development plans on the basis of these reviews.

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The cost of competence development in accordance with the enterprise's needs shall be borne by the enterprise. The enterprise may cover the cost of voluntary training and education programmes approved by the enterprise.

Agreed, relevant education and training shall be reimbursed at up to 100 % of the costs incurred for books, course fees, semester fees, examination fees and other expenses. Completion of the programme is a condition for reimbursement. If the expenses are substantial, the enterprise may advance some of the costs.

If the programme concludes with a formal examination, the employee shall be entitled to paid leave on the day(s) of the examination, as well as up to 2 study days per examination day.

If the education programme is initiated by the employee and accredited by the Norwegian State Educational Loan Fund or NOKUT (the Norwegian Agency for Quality Assurance in Education), and concludes with an examination, the employee is entitled to paid leave for one examination day per semester, regardless of employment percentage.

If the employee is enrolled in an education programme at an external educational institution, and the enterprise is covering the cost, a special agreement on the respective rights and duties of the parties shall be concluded.

Enterprises that qualify as training establishments are expected to make every effort to provide vocational training.

The parties agree on the importance of transparent and orderly processes and maintaining good dialogue between the local parties before, during and after the implementation of systems and methods for measuring and assessing work performances. The need to maintain a safe and healthy working environment shall be included as part of this dialogue. The nature and frequency of quality testing must not be such that it gives rise to detrimental physical or psychological stress.

At central and local levels, the parties are expected to make arrangements to ensure that migrant workers who have found employment in this country and who aim to become part of the Norwegian labour market, have an opportunity to improve their basic language skills, as well as their knowledge of safety standards and work culture.

18 Travel and per diem allowances.

Hotel costs are covered when such accommodation is necessary. Hotel expenses are reimbursed based on travel expense reports within the framework of Telenor's hotel agreements.

For travel on company service, employees are reimbursed for accommodation costs based on travel expense reports. For private accommodation, etc., for which no travel expense report is submitted, remuneration for accommodation is paid in accordance with the rates for undocumented overnight accommodation in the government's standard travel allowance rates.

In addition, travel, per diem and other allowances in connection with travel on company service are paid in accordance with rates and documentation requirements, as amended, in the **The text is an unofficial translation of the Norwegian version of the agreement. Legal authenticity remains with the Norwegian text. In the event of any inconsistency, the Norwegian version will prevail.**

State of Norway standard travel allowance scale, cf. the Directorate of Taxes' taxation regulations.

If the employee is ordered to travel domestically outside ordinary working hours, the employee may take compensatory time off equivalent to the accumulated travel hours. A maximum of 8 hours of travel time can be accumulated per day. This does not apply to employees where travel is part of their ordinary work. The enterprise shall consult with the employee to make arrangements for compensatory time off. The individual manager is responsible for making sure the compensatory time off is claimed.

If an individual employee believes the conditions for posting are unreasonable, the employee may pursue the matter through their shop steward.

19 Temporary assignment to higher position

If an employee temporarily assumes or is assigned to a higher position, with more qualified and responsible work tasks, for more than two weeks, the employee's compensation shall be assessed on a case-by-case basis.

20 Engagement of temporary agency workers, outsourcing, etc.

The parties agree that it is important to endeavour to make Telenor an attractive and well-regulated place to work, and to make sure temporary agency workers and employees of subcontractors have proper pay and working conditions.

It is a priority for the parties to prevent unreasonable pay and working conditions ("social dumping"), and to make sure that challenges associated with an international market and free movement of labour and services are appropriately addressed in accordance with Norwegian laws and agreements, as well as international regulations.

In situations where the enterprise's own manpower is insufficient, various measures shall be discussed – including the option of increasing the number of employees, cf. Section 9-3 of the Basic Agreement.

The parties agree that the shop stewards shall be consulted in matters concerning hiring-in and subcontracts, cf. Section 9-3 of the Basic Agreement.

As early as possible, and before the enterprise concludes any agreement for hiring workers in accordance with the provisions of Chapter 14 (see Sections 14-12 and 14-13) of the Working Environment Act, the scope of and need for such measures shall be discussed with the shop stewards, cf. Sections 9-3–9-6 of the Basic Agreement.

When "social dumping" is suspected, shop stewards may request that the enterprise investigate whether subcontractors and temporary agency personnel have proper pay and employment terms. In such cases, the enterprise must, insofar as this is possible, document pay and employment terms.

The parties in each enterprise shall discuss the guidelines for how the above policies are applied locally. In particular, the parties shall discuss guidelines for using TEAs and subcontractors.

The provision on scope in Article 1.2 may only be applied to TEAs that are part of the Telenor Group.

See Appendices 8 and 8A.

Temporary appointment, cf. Section 14-9 (2) (b) of the Working Environment Act, shall be used to replace absent persons.

21 Outsourcing of tasks abroad

If, during the collective agreement period, plans are made to outsource to another country tasks that are normally performed in-house in Norway, the enterprise shall, as early as possible, initiate discussions with the shop stewards. Other alternative solutions and possible measures to continued activity within the enterprise shall be part of these discussions.

22 Privacy in the workplace

The development of digital technology may pose some challenges in terms of privacy in the workplace. It is therefore important to ensure that the enterprise is sufficiently aware of relevant privacy concerns. The local parties will jointly seek to implement appropriate measures to ensure that technology is used in accordance with relevant laws and collective agreements.

Control measures that are disproportionately burdensome for the employee shall not be implemented.

23 Artificial intelligence (AI)

Use of artificial intelligence for personnel management and other types of work management, must comply with relevant legislation and the Basic Agreement, as amended.

Local parties must discuss how to achieve that the use of artificial intelligence for personnel management complies with the Personal Data Act, as well as how to protect the privacy and dignity of the employees. AI use must not be allowed to sustain or promote prejudice.

Relevant training and information on the use of artificial intelligence within the enterprise should be facilitated. It is important that employees participate in the necessary training.

24 Working from home

In situations where the employer permits working from home, the manager and employee shall maintain regular communication to facilitate for a good and sound everyday working life. If the employee needs special equipment in order to work from home, the employee shall address this with their employer.

25 Provisions governing adjustments in the agreement's second year

Prior to the end of the first year of the agreement, negotiations shall be conducted between NHO and LO, or any body authorized by LO, concerning any pay adjustments for the second year of the agreement. The parties agree that negotiations shall be based on the financial situation prevailing at the time of the negotiations and the forecast for the second year of the agreement, as well as price and pay adjustments in the first year of the agreement.

These adjustments to the collective agreement for the second year shall be assessed by LO's Committee of Representatives, or any other body authorised by LO, and NHO's Executive Committee.

If the parties cannot reach an agreement, the organisation that has made claims may, within 14 — fourteen — days of the end of negotiations, terminate the relevant collective agreements with 14 — fourteen — days' notice (however, no termination may take effect before **1 April 2025**).

26 Agreement duration

This agreement takes effect on **1 April 2024 and shall apply until 31 March 2026**, after which it shall be automatically renewed for a period of 1 — one — year at a time unless terminated in writing with no less than 2 — two — months' notice.

APPENDICES TO THE AGREEMENT:

The following appendices are included in this agreement:

1. Early retirement pension supplement scheme (Sliterordningen)
2. Agreement on an education and development scheme
3. Agreement on a new contractual pension in the private sector (AFP)
4. Reduction of work hours, adopted 01/01/1987
5. LO and NHO activity programme – promoting equality and preventing discrimination
6. Holidays, etc.
7. List of enterprises bound by this agreement
8. Engagement of temporary workers from employment agencies (TEAs)
- 8 A. Employees of temporary employment TEAs
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10. Permanent work adjustment in ordinary activities – VTO

April 2024

CONFEDERATION OF NORWEGIAN ENTERPRISE

NORWEGIAN CONFEDERATION OF TRADE UNIONS

**the Norwegian Electricians and IT Workers Union
(El og IT Forbundet)**

EARLY RETIREMENT PENSION SUPPLEMENT SCHEME (SLITERORDNINGEN)
between
the Norwegian Confederation of Trade Unions and the Confederation of
Vocational Unions

Section 1 Background and purpose

In the 2018 collective wage settlement, the Confederation of Norwegian Enterprise (NHO), the Norwegian Confederation of Trade Unions (LO) and the Confederation of Vocational Unions (YS) agreed that the Severance Pay Agreement (*Sluttvederlagsavtalen*) between NHO and LO would be discontinued and that the disposable capital from the Severance Pay Scheme (*Sluttvederlagsordningen*) would be transferred to a new Early Retirement Pension Supplement Scheme (*Sliterordningen*) established by LO and YS.

The purpose of the Early Retirement Pension Supplement Scheme shall be to pay an additional supplement to those who retire with a contractual pension in the private sector (AFP) at age 62, 63, or 64 without earning additional income on the side.

This document (the Early Retirement Pension Supplement Appendix -*Sliterbilaget*) replaces the document from the 2018 settlement.

Section 2 Establishment

The Early Retirement Pension Supplement Scheme is established between LO and YS as a separate legal entity. The Early Retirement Pension Supplement Scheme is only liable for its own obligations. In establishing the Early Retirement Pension Supplement Scheme, LO and YS will have fulfilled their collective bargaining agreement commitments pursuant to Section 3.

Within the framework of this appendix, LO and YS have agreed on the rights and obligations that apply to the individual employee under the Early Retirement Pension Supplement Scheme.

The rules that apply at any time for early retirement pension supplements (*slitertillegg*) can be found on the Early Retirement Pension Supplement Scheme website, www.sliterordningen.no.

The Early Retirement Pension Supplement Scheme is established and effective as of 1 January 2019. The Early Retirement Pension Supplement Scheme may leave the administration of the scheme, entirely or in part, to Fellesordningen for avtalefestet pensjon. From the same date, the Severance Pay Scheme will no longer grant new payouts and the obligation to pay contributions will cease. The Severance Pay Scheme will remain as a scheme until all obligations incurred up until 31 December 2018 have been paid.

The Early Retirement Pension Supplement Scheme will inform NHO of relevant amendments to the rules governing the scheme.

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

LO and YS shall incorporate the Early Retirement Pension Supplement Scheme appendix into all collective bargaining agreements with NHO that include AFP coverage. In any collective bargaining agreement including AFP coverage that LO and YS conclude with Virke, Arbeiderbevegelsens Arbeidsgiverforening (AAF), Arbeidsgiverorganisasjonen for samvirkeforetak (SAMFO), Arbeidssamvirkenes Landsforening (ASVL), Glass- og fasadeforeningen (GF), Maskinentreprenørenes Forbund (MEF), Norges Lastebileierforbund (NLF), Norges Rederiforbund (NR) or Arbeidsgiverorganisasjon for kirkelige virksomheter

(KA), the Early Retirement Pension Supplement Scheme appendix must be offered to be incorporated without amendments.

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

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

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

Section 4 Individual claims

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

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

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

The Early Retirement Pension Supplement Scheme may adopt rules which define the terms "average income" and "gross annual income", and may also adjust the income cap of NOK 15,000.

The applicable rules concerning eligibility for an early retirement pension supplement, can be found on the Early Retirement Pension Supplement Scheme's website:

www.sliterordningen.no.

Section 5 Benefits

Full benefits are equal to 0.25 G (the National Insurance Basic Amount — *grunnbeløp i folketrygden*) per year for individuals born in 1963 or later. Benefits are graded as follows:

- Claims made at age 62 pay the full benefit.
- Claims made at age 63 pay 2/3 of the full benefit.
- Claims made at age 64 pay 1/3 of the full benefit.

If the person retires at age 65 or older, no benefit is paid.

Individuals born in 1957 are eligible for 1/7 of the benefits described in the first paragraph, and individuals born in subsequent years are eligible for an additional 1/7 of the benefits for each year, up to individuals born in 1963.

Benefits cease when the individual dies or turns 80 years of age.

The benefits are adjusted in the same manner as payments from national insurance and AFP.

Section 6 Funding

The Early Retirement Pension Supplement Scheme is funded by capital transferred to the scheme from the Severance Pay Scheme, premiums paid by participating enterprises, and returns on the funds.

Enterprises are liable for paying premiums from 1 January 2019 to 31 December 2023. The premiums shall be equivalent to the premiums paid to Severance Pay Scheme as at 31 December 2018. As of 1 January 2019, premiums will no longer accrue to the Severance Pay Scheme.

Premiums are calculated on the basis of the number of employees in the enterprise included in the Early Retirement Pension Supplement Scheme. Monthly premiums are as follows:

Working hours per week	Monthly premium (13–67 years)
0–19 hours	NOK 12
20–29 hours	NOK 16
30 or more	NOK 20

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

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

Section 7 Changes and discontinuation

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

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

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

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

Any remaining funds after all obligations have been settled shall be returned to the parties to the original Severance Pay Scheme (NHO and LO), to be used for similar purposes decided in agreement by the parties. It is a condition that NHO and LO, in consultation with YS, find

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solutions for the use of the funds that appropriately consider that other collective bargaining areas have also contributed in the funding of Severance Pay Scheme and the Early Retirement Pension Supplement Scheme.

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

Oslo, 1 April 2019

Hans-Christian Gabrielsen
LO

Ole Erik Almlid
NHO

Vegard Einan
YS

AGREEMENT

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

(Last amended 2024)

Clause 1

Purpose

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

Clause 2

Means

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

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

Clause 3

Funding

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

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

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

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

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

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

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

Clause 4

Collection of contributions

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

Clause 5

Administration

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

Clause 6

Use and allocation of funds

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

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

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

Clause 7

Accounts and annual report

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

Clause 8

Dissolution

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

Clause 9

Entry into force

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

Oslo, April 2024

Jon F. Claudi

Tone Faugli

NHO

LO

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

I Introduction

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

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

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

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

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

II Statutes

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

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

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

III Original AFP scheme

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

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

IV New AFP scheme

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

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

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

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

In addition, the employee must, on the implementation date, have a pensionable income that, when converted to an annual income, exceeds the current National Insurance basic amount (G), as well as having had an income exceeding the average basic amount in the preceding income year. Furthermore, an employee born in 1955 or later must, for at least 7 of the last 9 years prior to turning 62 (the seniority period), have belonged to the scheme due to employment in one or more enterprises that were members of Fellesordningen during the seniority period in question. For employees born in the period from 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the period from 1952 to 1954, both of these figures shall be increased by one year for each year they were born after 1951. During the seniority period, the employment must have been the employee's main source of income and the employee must have had a pensionable income that is higher than the employee's other income.

See also the statutes (www.nyafp.no) on special rules concerning FTE, sick leave, lay-offs, leave of absence, employer's bankruptcy, other income, other pension from employment, "ventelønn", ownership interests in the enterprise, ownership interests in other enterprises, etc. Employees with a retirement age or age limit lower than 62 cannot belong to the scheme.

VI. Pension levels in the new AFP scheme

AFP is calculated as 0.314% of the annual pensionable income through to and including the calendar year when the employee turns 61 years of age, and with an upper limit of 7.1 G. Pensionable income is calculated in the same way as when calculating earnings-related pension in the National Insurance retirement scheme.

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

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

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

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

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

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

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

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

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

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

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

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

VIII.

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

REDUCTION OF WORKING HOURS AS FROM 1 JANUARY 1987

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

1. To 37.5 hours per week:
Daytime working hours
2. To 36.5 hours per week:
Ordinary two-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.
3. To 35.5 hours per week:
 - a. Work that is performed “mainly” at night.
 - b. Semi-continuous shift work and “comparable” rotas.
 - c. Two-shift and “comparable” work on rota “regularly” worked on Sundays and/or public holidays.
 - d. Working hour arrangements under which the individual employees are required to work at least every third Sunday and/or movable public holiday.
4. To 33.6 hours per week:
 - a. Work on continuous shifts and “comparable” rotas.
 - b. Work below ground in mines.
 - c. Work on tunnelling and blasting of rock chambers below ground.
5. For those with extended working hours due to standby duties or passive duties in accordance with Section 10-4 (2) and (3) of the Working Environment Act, the extension shall be based on the number of hours in the collective agreement.

B. Implementation of compensation for reduction of working hours

- a. Mere weekly, monthly and annual pay shall remain unchanged. If, in addition, the employee receives a bonus, production bonus, etc., on the basis of the hours worked, the alterable part shall be adjusted in accordance with (d) below.
- b. Hourly pay (rates for minimum pay, fixed pay and individual pay and compensation for loss of piecework) shall be increased by 6.67 % for those whose working hours are reduced from 40 to 37.5 hours, 6.85 % for those whose working

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hours are reduced from 39 to 36.5 hours, 7.04 % for those whose working hours are reduced from 38 to 35.5 hours, and 7.14 % for those whose working hours are reduced from 36 to 33.6 hours.

- c. Other rates of pay, specified in kroner and øre per hour, shall be increased in a manner corresponding to (b) when it is clear that, if the rates were not adjusted, the employee's weekly earnings would drop when shorter working hours commenced.
- d. Piecework rates, fixed piecework rates and price lists, production bonus schemes, bonus systems and other pay systems with varying earnings, shall be adjusted so that the hourly earnings are increased by the percentage applicable in accordance with (b).

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

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

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

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

C. General remarks concerning implementation

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

2. Before shorter working hours are implemented, negotiations regarding practical implementation shall be conducted at the individual enterprises.
3. All collective agreements are to contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the shop stewards to work to this end. Breaks, cleaning intervals, etc. shall be reviewed with the aim of making working hours as effective as possible. If, in the opinion of one of the parties, there is no longer any reason to continue the arrangements, the matter shall be handled in the normal manner for collective agreements.
4. Under Section 10-12 (4) of the Working Environment Act, the parties to a collective agreement are, subject to certain conditions, allowed to reach agreement on a different arrangement of working hours than the Act prescribes as ordinary. If, in particular enterprises or industries, there is a special need for maintaining the present working hours, the parties to the collective wage agreement may make an agreement to this effect in accordance with the provisions of Section 10 of the Working Environment Act.
5. In connection with the reduction in working hours, it may, for the purpose of economic utilisation of production equipment, be desirable to have different ordinary working hours for different groups of employees, within the framework of the Working Environment Act. Within the working time arrangement, it may also be desirable to have the employees take their breaks at different times. It is a condition that rules concerning this are regulated in the individual collective agreements.
6. If the working time arrangement results in some work-free weekdays, employees who work on days when they should have had the day off, shall be paid a 50 % supplement. In cases where, under the collective agreement, a 100 % supplement is payable for overtime work performed on Sundays and public holidays and the day preceding such days, a 100 % supplement shall be paid after 12:00 noon on Saturdays and after 16:00 on the other weekdays.
7. When there is due reason for doing so, the enterprise may be allowed to change days off. In cases where conditions for this are not provided in any industry or enterprise-specific agreement, the following shall apply:

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

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

When conditions for changing the day off are satisfied, the employee shall not be entitled to any additional pay for time worked during ordinary working hours before

12:00 noon on Saturdays or before 16:00 on other weekdays.

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

D. Daytime work

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

Other solutions may also be applied, such as:

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

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

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

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

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

E. Transition to a new shift plan

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

F. Maintaining production, productivity and effective working time

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

In connection with the reduction in working hours, the confederations have agreed to effect a number of measures with the aim of improving the productivity of the enterprises. Reference is made to the organisations' study of working hours dated 6 January 1986.

In the Basic Agreement, NHO and LO have formulated provisions that are intended to arrange the best possible conditions for cooperation between the enterprise, the shop stewards and the employees. The confederations emphasize the importance of the parties complying with these provisions in practice.

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

The confederations would refer to the cooperation that has taken place in connection with earlier reductions in working hours. This cooperation brought positive results and was of great importance in ensuring the competitive ability of the enterprise and creating secure jobs. In the case of this reduction in working hours, the confederations again urge the parties to discuss utilisation of working time. The parties should consider whether working time is utilised effectively in all respects and effect any measures to achieve this. Moreover, the parties should, in their endeavours, consider technical innovations that may improve production results and help improve the working environment. Any measures aimed at improving efficiency must comply with the requirements for a good working environment. Satisfaction and safety are two important factors when considering the question of effective utilisation of working time.

G. Further to Section 10 of the Working Environment Act

1. Section 10-4

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

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

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

- c. In this context, the term “Sundays and public holidays” means “Sundays and/or public holidays”. This means that for work on two shifts and comparable work on rotas regularly worked on movable public holidays, but not necessarily on Sundays, the ordinary working hours shall not exceed 35.5 hours per week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four hours into the 24 hours that, by law, shall be a public holiday rest, i.e. all four hours between 18:00 and 22:00 or after 22:00. In the latter case, there is no requirement regarding a minimum duration.

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

2. Section 10-4:

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

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

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

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

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

H. Transitional arrangements

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

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

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

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

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

LO AND NHO ACTIVITY PROGRAMME – PROMOTING EQUALITY AND PREVENTING DISCRIMINATION

INTRODUCTION

The Basic Agreement between LO and NHO, Supplementary Agreement II – Framework agreement to promote equality and prevent discrimination in working life establishes that the parties share a common goal of equal opportunities in working life and a commitment to working to promote equality and prevent discrimination in working life.

LO and NHO have agreed on a joint action programme with measures in several areas to follow up on these goals:

ACTIVITY PROGRAMME

The confederations will actively work to take responsibility for implementing changes, both structurally and culturally, through the following activities/measures:

A working life with equality and diversity – without discrimination

- The parties will actively promote equality and diversity in working life and work to prevent discrimination on the basis of gender, pregnancy, leave in connection with birth and adoption, care tasks, ethnicity, religion, life stance, functional impairment, sexual orientation, gender identity and expression, or any combination of these.
- The parties will work to ensure that shop stewards and employers are informed of statutory and contractual provisions relating to discrimination, harassment and sexual harassment.
- The parties will work to ensure that shop stewards and employers are informed of statutory and contractual provisions relating to adaptations for employees who are entitled to such.

Together against sexual harassment

- The confederations will work to ensure that measures to combat sexual harassment are included as part of the active, preventive efforts with the working environment and equality at the enterprises.
- The confederations will support local or industry-wide initiatives to prevent and stop sexual harassment.

Local agreements and projects relating to equality and anti-discrimination

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

Working life – family policies

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

Equal pay

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

Full-time/part-time

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

Equality in educational and career choices

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

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

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

HOLIDAY LEAVE, ETC.

Introduction

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

A. Flexibility

All agreements shall be amended to include the following provisions:

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

B. Contractual holiday leave

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

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

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

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

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

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

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

2000 is set to 11.1

2001 is set to 12.0

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

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

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

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

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

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

Comments:

1. In agreements where holiday leave pursuant to Section 15 of the Holiday Act has already been implemented, the number of days of leave shall not be increased as a

result of introduction of the contractual holiday leave. Implementation and the practical execution of the contractual holiday leave in each industry, shall be agreed in more detail between the parties.

2. For the offshore agreements (no. 129, no. 125 and no. 123), this holiday leave entails a reduction of 7.5 hours per day of holiday leave. The parties agree that the holiday leave shall be taken during off-duty periods in the holiday year.

Appendix 7

List of enterprises bound by this agreement

Telenor ASA
Telenor Tower Norway AS
Telenor Forsikring AS
Telenor Linx AS
Telenor Maritime AS
Telenor Norge AS
Telenor Pensjonskasse
Telenor Svalbard AS
Telway AS
Telenor Software Lab AS
Telenor Global Shared Serviced AS

Appendix 8

Hiring of employees from temporary-work agencies (TEAs)

1. Section 14-12 of the Working Environment Act shall apply when hiring employees from temporary-work agencies..
2. TEA employees shall, for the duration of their engagement, receive the same pay and working conditions as employees of the hirer's undertaking, in accordance with Section 14-12 a of the Working Environment Act, (as recommended in Prop 74L). This provision means that pensions are not subject to the principle of equal treatment. If the TEA is not bound by a collective agreement between LO and an employer's association, Appendices 1, 2, 3, 4, and 5 to the collective agreement shall not apply.
3. The hirer's undertaking must provide the TEA with the information necessary for compliance with the requirement of equal treatment in accordance with Item 2, and must also commit the TEA's to this requirement.
At the request of the shop stewards, the enterprise must present documentation of the pay and working conditions at the TEA, when temporary agency workers perform work within the scope of application for this agreement.
4. Chapter 6 of the Basic Agreement shall also apply to temporary agency employees, albeit with the following exceptions: If the TEA is bound by the LO/NHO Basic Agreement, disputes concerning the agency employee's pay and working conditions are a matter between the parties in the TEA. The shop steward and a representative of the hirer's undertaking may, on request, assist in negotiations by providing information about the agreements to which the hirer's undertaking is bound.

If the TEA is not bound by the LO/NHO Basic Agreement, the shop steward at the hirer's undertaking may raise the issue of non-compliance with the equal treatment principle in Item 2 with the hirer's undertaking, so that the hirer's undertaking may clarify, and, if necessary, rectify the situation.

Temporary agency employees must be introduced to the shop steward of the hirer's undertaking. When discussing the engagement of temporary agency employees, the local parties must also discuss resources for shop steward activities, see Section 6-6 of the Basic Agreement.

Note:

Items (2), (3) and (4) are implemented at the same time as the amendments to the Act

take effect, see Prop 74L (2011-2012).

Appendix 8 A

Employees of TEAs

The provisions of this appendix regulate conditions at TEAs that are bound by this agreement, see Article 1.2 and Article 20, second to last point.

1. This agreement may be applied as a collective agreement in TEAs with employees who are hired out, and who perform work within the scope of application for this agreement, see Article 1.2 and Article 20, second to last paragraph.
2. Employees must be provided with a written contract of employment in accordance with the provisions of the Norwegian Working Environment Act (WEA).
3. A written assignment contract shall be issued for all assignments, including relevant information about the nature, content and duration of the assignment
4. Dismissal and summary dismissal are subject to the provisions of the WEA.
5. If the employee is offered employment at the hirer's undertaking, they may resign and leave the TEA's employ at the end of their period of notice, unless the parties agree otherwise. During the period of notice, the employee shall have the right to remain in the hirer's undertaking if the assignment has not come to an end.
6. When hired out to an enterprise bound by this agreement, the pay and working conditions of the hirer's undertaking shall apply, see Appendix 8 (2).
7. When hired out to an enterprise not bound by this agreement, the pay and working conditions agreed in the TEA shall apply, provided these are not in conflict with the WEA's provisions regarding equal treatment.
8. The obligation to pay a salary applies in accordance with the employee's contract of employment. In the event of temporary lay-offs or termination of employment, the provisions of the WEA and Basic Agreement shall apply.

Appendix 9

Apprentices

9.1 Discussions

The local parties shall discuss the need to take on apprentices, as well as consider potential support schemes, such as travel and relocation grants, as well as any other measures to promote increased mobility and access to apprentices.

9.2 Pay regulations for apprentices

The basis for calculation for apprentices is decided by the local parties in a special agreement.

The standard model for vocational training is 2 years of education in upper secondary school (VG1 and VG2), plus 2 years of apprenticeship training in an enterprise, consisting of 50% training and 50% value-creation.

1.	2.	3.	4.	5.	6.	7.	8.	Semester
		School		30 %	40 %	50 %	80 %	Percentage

Apprentices in trades that have 3 years of education in upper secondary school, plus 1 year of apprenticeship training in an enterprise, follow the following pay scale:

7.	8.	Semester
50 %	80 %	Percentage

Apprentices in trades that have 3 years of education in upper secondary school, plus 1.5 year of apprenticeship training in an enterprise, follow the following pay scale:

7.	8.	9.	Semester
40 %	50 %	80 %	Percentage

Within this framework, each individual enterprise negotiate agreements using a different scale.

With any distribution other than 50/50 between training and value-creation, in accordance with an approved curriculum, the rates shall be calculated on the basis of the actual distribution.

9.3 Overtime

When apprentices work overtime, they shall be paid the same as other unskilled employees working overtime.

9.4 Examination and teaching material

The enterprise shall cover the cost of teaching material for apprentices. The enterprise shall also pay the standard pay during the examination.

For employees who want to take the trade examination pursuant to Section 3-5 of the Education Act (experience-based), the enterprise shall cover the cost of the teaching material and the examination.

9.5 Resitting the trade examination

In cases where the apprentice fails their first trade/journeyman's examination through no fault of their own, the enterprise is encouraged to make arrangements for the candidate to acquire the necessary practice to resit the trade/journeyman's examination. In such extensions of the apprenticeship period, the apprentice's salary shall be the same as the final term of their original apprenticeship period. See also the Education Act.

9.6 Apprentice seminar

The local parties shall work together to organise an annual seminar for the enterprise's apprentices.

Permanently adapted work in ordinary enterprise (VTO)

Section 1 Scope of the appendix

This Appendix shall apply to any employee who is 100 % occupationally disabled and who is employed at the enterprise under the VTA (Permanently Adapted Work) measure in an ordinary enterprise (VTO) or through similar schemes.

Unless the Appendix specifies otherwise, the terms of the Agreement shall also apply to employees subject to this Appendix.

Section 2 The employee's tasks at the enterprise

The employee shall perform the tasks they are assigned by the enterprise.

Prior to employment, shop stewards shall be consulted on how to make sure the employee gets the follow-up and development required by the qualification plan.

Section 3 Employment, employment contract, termination/dismissal

The employee is employed by the enterprise in accordance with the Working Environment Act.

A written contract of employment must be entered into.

Dismissal / summary dismissal requires due cause and must comply with the provisions of the Working Environment Act (WEA).

Section 4 Pay provisions

This provision regulates the wage paid by the enterprise to its employees under this Appendix. National Insurance benefits are not included.

Minimum pay rates are specified in the VTA Appendix to the applicable AMB (sheltered workshop) agreement. From 21 April 2023, the minimum rate of pay is NOK 28 per hour. [See the current rate here](#) (the VTO appendix has been added to the top of the list on the website)

Regardless of which agreement the enterprise is bound by, the above minimum rate shall apply, and management shall annually discuss a potential adjustment of the enterprise's rate(s) of pay for employees covered by the Appendix with shop stewards.

Section 5 Work outside of the regular workplace

If the employee performs work outside of their regular workplace, this may be compensated in accordance with local agreements.

§ 6 Working hour arrangements, work outside of the regular workplace

If the employee performs work outside of their regular workplace, the parties may agree that the employee's working hour arrangement shall follow that of the external enterprise.

§ 7 Sick pay, etc.

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

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