

**Agreement 478**

**Collective Agreement for the ICT sector**

**2020–2022**

between

**Confederation of Norwegian Enterprise (NHO)/Abelia**

of the one part

and

**Norwegian Confederation of Trade Unions (LO)/Electrician and IT  
Workers Union**

of the other part

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## Chapter 1

### 1 Scope of collective agreement

- 1.1** This Agreement may be made applicable to members of the Electrician and IT Workers Union who are employed by an NHO member enterprise whose main activity is ICT-related.

This agreement does not apply to any members of the Electrician and IT Workers Union who are part of the enterprise's senior management and negotiation committee.

- 1.2** This Agreement may be made applicable as a collective bargaining agreement in temporary employment agencies (TEAs), whose employees are hired out and perform work within the scope of application of this Agreement, see Appendices 8 and 8 A.

## Chapter 2

### 2 Working hours

#### 2.1 Ordinary daytime working hours

- 2.1.1** The arrangement of working hours, including flexitime and break schedules, is subject to special agreement between the enterprise and its shop stewards.

The provisions of Section 10-9 of the Working Environment Act (WEA) concerning break rooms shall apply.

- 2.1.2** Ordinary working hours must not exceed, on average, 37.5 hours per week.

#### 2.1.3 Special provisions for operators

For operators, the window for ordinary working hours is 07:00–18:00. If circumstances objectively demand it, the window for ordinary working hours may also include Saturdays between 07:00 and 13:00.

With two weeks' notice, the local parties may, if circumstances objectively demand it, agree on a different window for ordinary working hours.

Agreement between the parties on a different window for ordinary working hours also requires agreement on compensation for unsocial working hours. If not, the following rates shall apply:

Monday through Friday:

After 18:00: NOK 28 per hour

After 21:00: NOK 52 per hour

**Saturday:**

After 13:00: NOK 52 per hour

After 16:00: NOK 108 per hour

**Sunday:**

All day (24 hours): NOK 108 per hour

**Bonuses for unsocial working hours do not apply to:**

– Employees who are not subject to Chapter 10 of the WEA on working hours.

- 2.1.4** The parties in each individual enterprise may conclude agreements concerning flexible working hours for all employees or certain groups of employees. Such agreements should include provisions on bandwidth, core hours and flexible time.

Subject to the provisions of 2.1.2 and 2.1.3, the parties may agree flexitime beyond ordinary working hours.

**2.2 Overtime work for employees subject to Chapter 10 of the WEA**

Overtime work may be used insofar as permitted by relevant law (see Section 10-6 of the Working Environment Act). Overtime work should be minimised as much as possible and must not be used in excess by or with any one individual employee.

Overtime work is defined as work imposed in excess of ordinary working hours, as provided by 2.1 above and the Working Environment Act, for full-time employees.

- 2.2.3** Employees shall also, on an individual basis and within the statutory limitations on overtime work, have the right to be exempted from overtime work on special occasions, such as meetings, etc., as well as for other, personal reasons.

The enterprise may agree with the employee that accumulated overtime (as defined by the WEA) be taken as compensatory time off. An overtime supplement shall be paid.

**2.3 Shift work**

- 2.3.1** Shift and rota work may be used (see Section 10-4 of the Working Environment Act)

For rota arrangements, working hours shall be, on average, 37.5, 36.5, 35.5, and 33.6 hours/week, as described in Appendix 4 on reduced working hours, which is an integral part of this Agreement.

- 2.3.2** If an employee, upon transitioning from daytime work to rota work, has their total working hours reduced over a full rota cycle, compensation shall be paid for the missing hours. The same applies if an employee transitions from rota work to daytime work.

- 2.3.3** In temporary transitions from daytime work to shift work, and from a 2-shift rota to a 3-shift rota, compensation shall be paid for reduced working hours, in that compensation is added to the shift worker's earnings from shifts for each salary period:

From 37.5 hours to 36.5 hours: 2.74 %  
From 37.5 hours to 35.5 hours: 5.63 %  
From 37.5 hours to 33.6 hours: 11.61 %  
From 36.5 hours to 35.5 hours: 2.82 %  
From 36.5 hours to 33.6 hours: 8.63 %

The relevant percentages shall be applied to other hour reductions.

See section 6.3 for shift supplements.

**2.3.4** Shop stewards must be consulted in connection with fixing the rota.

**2.3.5** Shop stewards must be consulted in advance when the enterprise is implementing shift work.

Minutes shall be prepared from this consultation.

**2.3.6** Notice of changes in working hours shall be given as early as possible, and without undue delay.

## **2.4 Standby arrangements**

The shop stewards must be consulted before standby arrangements are implemented, and the conditions for such arrangements shall be negotiated with the shop stewards. See the provisions of the WEA.

## **2.5 Holidays**

Holidays are subject to the provisions of the Holiday Act and Appendix 6 on holidays.

# **Chapter 3**

## **3 Salary setting — salary systems**

### **3.1 Salary systems and negotiations**

The enterprise shall have a salary system fixed on the basis of negotiations with the shop stewards.

The term salary system refers to the principles and guidelines/procedures for salary-setting (including salary adjustments).

If individual salary setting is part of the salary system, the salary setting shall be based on a set of known criteria. The position's function and scope of responsibility, the position's competence requirements, and the employee's performance/skills shall be taken into account. A general exclusion of entire fields of activity is not permitted.

The assessment criteria (and guidelines/procedures) shall be discussed with the shop stewards and must promote competence development and good performance, while also furthering the enterprise's strategies and objectives.

If unfair practices are discovered, shop stewards may approach the enterprise's management and demand a review, even outside the ordinary time for salary negotiations. The enterprise may make supplementary adjustments outside the annual adjustment date to correct unfair practices. The shop stewards shall be notified as soon as possible after an adjustment has been made.

Before the start of local salary negotiations, the shop stewards shall, on request, be provided with a list of the individual salaries of union members among the enterprise's employees. Such lists may also be requested at other times of the year. The shop stewards may also request information about average salary developments in the enterprise, distributed by gender, as well as information about the financial framework for completed negotiations involving other employee groups within the enterprise. The parties may agree at local level to share additional information.

The salary level for employees over the age of 18 shall not be lower than the starting salary of an unskilled worker.

### Local negotiations

Once every agreement year (by the agreed date), the local parties shall negotiate the framework and profile for the salary settlement.

Local negotiations shall not begin until central/union-wide settlements have been agreed. In enterprises with multiple unions/collective agreements, the enterprise should make every effort to conduct local negotiations at the same time.

Before negotiations begin, the enterprise shall present documentation of the following at the shop stewards' request: the enterprise's accounts, financial status and average salary development for Electrician and IT Workers Union members within the enterprise, as well as the salaries of individual members.

The shop stewards may also demand information about the average salary development for different groups of operators, as well as other groups where Electrician and IT Workers Union members are represented, if such information can be provided without conflicting with personal data laws. The local parties shall have the right to define what constitutes a group.

The basis for negotiations shall be the financial standing, productivity, competitiveness and prospects of the enterprise.

Furthermore, the parties shall discuss the principles and guidelines on which the distribution of supplements is based. The negotiations should strive to achieve a salary differentiation that is as fair as possible, preferably through a process of systematic position and performance assessment. The individual employee's role and scope of responsibility shall be taken into account, as well as the individual's experience, education, performance and skill.

Minutes shall be kept from local negotiations.

In the event the local parties cannot reach agreement, each of the parties may involve their respective unions (Electrician and IT Workers Union and Abelia).

Joint addition to the record:

Section 3.1, sixth paragraph — The parties agree that when the shop stewards request information in accordance with this section, the requested information shall be provided. By “other employee groups”, the parties mean members of other unions.

### 3.2 Minimum salary for operators

As at 01 April 2020:

Monthly salary:			
Position	Starting salary	After 3 years	After 6 years
Under the age of 18	NOK 20,977		
Unskilled worker	NOK 27,010	NOK 28,152	NOK 29,295
Worker with relevant trade certificate	NOK 31,893	NOK 33,036	NOK 34,178

The local parties shall discuss what constitutes a relevant trade certificate.

The pay per hour is calculated by dividing by 162.5.

### 3.3 Apprentices

Based on Reform 94 and vocational training with a main model of 50 % training and 50 % value creation in a two-year apprenticeship period, the pay per hour for apprentices shall be calculated as a percentage of the enterprise’s basic starting salary for skilled workers.

Apprenticeship salaries are calculated as follows:

Trades with 2 years of upper secondary education (GK and VK1) plus 2 years of apprenticeship training, currently follow the following salary scale for the apprenticeship period:

- 1st term 30 %
- 2nd term 40 %



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3rd term	50 %
4th term	80 %

Trades with 2 years of upper secondary education (GK and VK1) plus 2.5 years of apprenticeship training, currently follow the following salary scale for the apprenticeship period:

1st term	30 %
2nd term	40 %
3rd term	45 %
4th term	55 %
5th term	80 %

Trades with 3 years of upper secondary education (GK, VK1 and VK2) plus 1 year of apprenticeship training, currently follow the following salary scale for the apprenticeship period:

1st term	50 %
2nd term	80 %

Trades with 3 years of upper secondary education (GK, VK1 and VK2) plus 1.5 year of apprenticeship training, currently follow the following salary scale for the apprenticeship period:

1st term	40 %
2nd term	50 %
3rd term	80 %

### **3.3.1 Trade certificates without apprenticeship period**

In their first year with the enterprise, employees who have a trade certificate awarded after three years of upper secondary education and no apprenticeship period, shall receive a salary that is 80 % of the enterprise's basic salary for skilled workers.

### **3.3.2 Overtime for apprentices**

For overtime work, apprentices shall receive overtime pay equivalent to the enterprise's basic salary for unskilled workers plus overtime supplements specified for daytime workers in accordance with section 6.

### **3.3.3 Other costs**

The parties agree that safeguarding recruitment to the industry is important. On this basis, the parties recommend that the local parties discuss relevant schemes, such as support for teaching materials, support for accommodation costs and support for travel and relocation costs. The parties therefore urge the local parties to consider measures to promote mobility and recruitment of apprentices.

### **3.3.4 Trade certification**

In cases where the apprentice fails their first trade certification examination, and this is owing to circumstances beyond the apprentice's control, the enterprise should

facilitate an extension of the apprenticeship period to allow for the apprentice to retake the 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 provisions of the Education Act.

### **3.4 Other exceptions from salary rates**

Exceptions from salary rates may be made for employees with various occupational limitations, preferably in collaboration with a public agency (social welfare office, employment office, health service, etc.). The salaries of these employees shall be fixed on the basis of negotiations between the enterprise's representative, the individual employee and the shop stewards. If the circumstances on which this salary-setting is based should change, the parties may review the situation, as described above.

### **3.5 Temporary posting**

If an employee is temporarily posted in a role with higher qualifications and more responsibility for a continuous period of more than 3 weeks, a salary supplement based on the salary for the position the employee is temporarily filling shall be paid. Such compensation shall be paid from day one.

## **Chapter 4**

### **4 Performance-linked pay**

#### **4.1 Bonus system**

**4.1** Bonus systems comprise a fixed salary portion and a smaller, flexible portion paid to the entire enterprise, individual departments and/or individual groups (and/or individual persons).

**4.1.2** Different types of bonus systems may be used. Bonus systems shall be agreed in writing. Criteria such as frequency of injury and absence due to sickness should not be used.

**4.1.3** Employees are guaranteed the fixed salary portion of the bonus system.

**4.1.4** All employee categories within the enterprise may participate in bonus systems.

The parties recommend that productivity agreements be established for enterprises with a bonus system.

## Chapter 5

### 5 Special salary provisions

#### 5.1 Compensation for holidays and 1 and 17 May

Employees who are paid monthly shall not have deductions made in their salaries for public holidays or 1 or 17 May. Employees who are paid by the hour shall receive ordinary hourly pay in accordance with the work schedule.

## Chapter 6

### 6 Overtime, shift and other supplements

#### 6.1 Overtime supplements for employees who are entitled to overtime pay (Cf. Chapter 10 of the WEA)

These provisions concerning compensation for overtime work apply only to employees who are subject to the chapter on working hours in the Working Environment Act.

For the first 5 business days of the week, a supplement of 50 % shall be paid for overtime work performed before 21:00. After this, a supplement of 100 % shall be paid.

Employees coming in for imposed overtime work shall be paid for 2 hours, even if the overtime work is completed in a shorter period of time. This does not apply to overtime work performed in connection with the employee's ordinary working hours.

For employees paid by the hour, the basis for calculation of their overtime supplement shall be the individual employee's hourly earnings, excluding any and all variable supplements, in the last quarter. For employees who are paid monthly, the basis for calculation of their overtime supplement is found by dividing the individual employee's monthly salary by the relevant hours per week  $\times 4 \frac{1}{3}$ .

#### 6.2 Subsistence allowance

When overtime work is imposed on an employee on the same day, and the overtime lasts 2 hours or more, the enterprise shall provide a meal. If this is not possible, a subsistence allowance of NOK 90 shall be paid instead. If the overtime work is expected to last 5 hours or more, the enterprise is expected to provide an additional meal, or is expected to pay an allowance to cover food expenses.

#### 6.3 Shift supplement

No supplement is paid for the first shift (day shift). Supplements for other shifts are negotiated locally. Special shift supplements shall be agreed for shifts taking place

after 14:00 on days preceding Sundays and public holidays, as well as on Christmas Eve, New Year's Eve, Easter Eve and the day before Whitsunday.

## **Chapter 7**

### **7 Official travel**

The enterprise's travel allowance scale shall be fixed in consultation with the shop stewards.

#### **7.1 Travel allowances**

**7.1.1** Travel allowances for official travel are paid in accordance with the enterprise's travel allowance scale. All amendments to the travel allowance scale must be discussed with the shop stewards.

**7.1.2** If the enterprise does not have a travel allowance scale, one of the following three arrangements shall be agreed before the employee leaves on their official travel:

- a fixed daily, weekly or monthly allowance to cover food and accommodation
- the enterprise covers all food and accommodation at no cost to the employee
- the cost of food and accommodation is reimbursed on the basis of a travel expense report.

If the employee uses their own personal vehicle to travel, compensation for this must be agreed. If not, the rates from the State travel allowance scale shall be applied.

If the employee uses the enterprise's vehicle to travel, no compensation is paid to the employee. Section 2-3 of the Act Relating to Compensation in Certain Circumstances shall apply in terms of the employee's potential liability in damages.

#### **7.2 Compensation for travel time beyond the individual employee's working hours**

Compensation for travel time beyond the employee's working hours is paid in accordance with the enterprise's guidelines for such compensation.

## **Chapter 8**

### **8 Other provisions**

#### **8.1 Mutual rights and duties of the parties**

Enterprises that are subject to this agreement cannot employ employees in groups of positions where the Electrician and IT Workers Union have members employed on terms that deviate from this agreement.

The parties agree that the enterprise should adopt personnel policies that, taking into account the circumstances of the enterprise and the individual employee, are based

on equality in leave, welfare and social arrangements, regardless of which collective agreement applies to the individual employee.

## **8.2 Salary payment and deduction of union dues**

See the Basic Agreement's provisions on this subject.

## **8.3 Tools**

Tools and other equipment necessary for performance of the work shall be provided at no cost to the employee for their use during working hours, if not otherwise agreed.

## **8.4 Right to elect safety representative**

See Chapter 6 of the Working Environment Act and related regulations.

## **8.5 Training — technological development**

Each individual enterprise shall, in consultation with its shop stewards, map and assess the enterprise's competence needs in light of the enterprise's business concept and strategy.

Competence-building measures shall be planned and executed on the basis of this mapping. This includes, among other things, on-the-job development, internal and external training, self-study and conferences. In principle, the enterprise is responsible for its own competence development. The individual employee shall work with the enterprise and contribute to the enterprise meeting its competence needs.

The parties agree that a systematic plan for further education shall be prepared and maintained. The intention is for this to promote both the development of specialized competence and the generation of additional and more comprehensive vocational knowledge. Training shall therefore be provided both as general training for all or a majority of the employees, as well as in the form of specialized training.

This specialized training, aimed at developing specialized expertise in specific areas to promote the enterprise's development, shall be offered to individual employees based on the needs of the enterprise and the employees. This type of training shall also be used to allow unskilled workers the opportunity to develop their competence in their chosen field over time.

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

The central and local 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 our safety standards and work culture.

In connection with examinations in upper secondary school, universities and

university colleges, one day of paid leave is granted for each semester. It is a condition that the enterprise has deemed the education relevant.

## **8.6 Gender equality**

**8.6.1** The parties agree that all work performed under this agreement shall be assessed in accordance with the same principles for both men and women.

**8.6.2** The parties agree that both centrally and locally, every effort shall be made to ensure that men and women are afforded equal opportunity to participate in work within the scope of application of this agreement.

**8.6.3** In their personnel policies, individual enterprises shall maintain a principle of equal treatment in recruitment, promotions, salary-setting and competence-building further and continuing education.

## **8.7 Leave of absence to care for a child**

The enterprise covers the ordinary salary of employees taking authorised leave of absence to care for a child pursuant to Section 12-3 of the WEA.

## **8.8 Welfare leave**

In interpreting the agreement's Appendix 9 (1) and (7), different family arrangements shall be taken into account.

## **8.9 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.

# **Chapter 9**

## **9 Duration, termination, appendices and scope**

### **9.1 Duration, termination**

This agreement takes effect on 01 April 2020 and shall apply through 31 March 2022 and then for 1 — one — additional year at a time, unless terminated, in writing, by either party with 2 — two — months' notice.

### **9.2 Adjustments for 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 a body authorized by LO, concerning any salary adjustments for the second year of the agreement. The parties agree that negotiations

shall be based on the financial situation at the time of the negotiations and the forecast for the second year of the agreement, as well as price and salary adjustments in the first year of the agreement.

These adjustments to the collective agreement for the second year shall be assessed by LO's Executive Committee, or any other body authorised by LO, and NHO's Executive Council. 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 2021).

### 9.3 Appendices to the agreement

The following appendices are included in this agreement:

Appendix 1	<i>Sliterordningen</i> – early retirement pension supplement scheme
Appendix 2	Agreement on an Education and Development Scheme
Appendix 3 (AFP) scheme	Agreement on a new Contractual Early Retirement
Appendix 4	Reduced working hours
Appendix 5	Gender equality
Appendix 6	Holidays, etc.
Appendix 7	Non-union enterprises
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Appendix 8A	Employees of temporary employment agencies
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Oslo, 14 December 2020

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Confederation of Norwegian Enterprise  
Unions

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Norwegian Confederation of Trade

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Abelia

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Electrician and IT Workers Union

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## APPENDICES

### Appendix 9 Short welfare leave

Appendix to Agreement of 2020

#### **AGREEMENT BETWEEN LO AND NHO ON SHORT WELFARE LEAVE WITH SUPPLEMENTS AGREED BETWEEN THE FEDERATION OF NORWEGIAN INDUSTRIES AND THE UNITED FEDERATION OF TRADE UNIONS**

(Applies to sections 4, 5 and 10)

In support of the National Mediator of Norway's recommendation from 1972 concerning equal treatment of workers and officers as regards short welfare leave, all enterprises must establish agreements on this type of leave.

The arrangements must, as a minimum, cover the following types of welfare leave:

1. Leave in connection with the death of and funeral services for close family members. The term close family member refers to individuals with a close familial relationship with the employee, such as spouse/partner, child, sibling, parent, parent-in-law, grandparents or grandchild. Leave in connection with funeral services for deceased employees, so that colleagues from the deceased person's department can attend.
2. Leave in connection with examination, treatment and follow-up appointments with a physician or dentist, as well as physical and chiropractic treatment when these are covered by social security. This applies to circumstances where it is not possible to book such appointments outside working hours. In some cases, the employee will have to travel relatively far. These appointments are outside the scope of these provisions, which apply only to short welfare leaves. In the latter, the employee is also likely to be on sick leave.
3. Leave for the remainder of the workday in circumstances where the employee has to leave work due to their own illness.
4. Leave to accompany a child on the first day of kindergarten or school.
5. Women who breastfeed have the right to leave for the time she needs for this purpose, though no less than half an hour twice daily. Alternatively, she may demand that her working hours be reduced for up to 1 hour per day. Payment for this arrangement is limited to 1 hour per day, and the arrangement lapses when the child turns 1 year old.
6. Leave on grounds of acute illness in the employee's household. This applies to circumstances where there is acute illness in the employee's household and other help cannot be provided. It is a condition for leave that the employee's presence in the home is absolutely required. Here, too, short leave is granted to allow the employee time to make other arrangements.
7. Leave for spouse/partner when necessary in connection with birth, either at home or in a hospital.
8. Leave in connection with moving to a new, permanent home.
9. Leave in connection with blood donation, provided it is difficult to get an appointment outside working hours.
10. Leave in connection with participation in the confirmation of the employee's child.



11. Leave when parents are summoned to a parent-teacher conference in primary and lower secondary school, and this conference cannot be scheduled outside working hours. This type of leave is limited to two hours.
12. Leave in connection with examination for military service.

The term partner refers to a person who has been living with the employee for no less than 2 years, and who has been registered in the Population Register as resident at the same address as the employee for that same time period.

The parties in the individual enterprise shall agree on guidelines for how these leave arrangements are practised.

Short welfare leave granted in accordance with the above refers to a leave of absence for the time required, limited to 1 full day, for which the employee receives their ordinary pay.