

COLLECTIVE AGREEMENT

between

THE CONFEDERATION OF NORWEGIAN ENTERPRISE (NHO)
with affiliated sectoral federations
and their members

and

**NEGOTIA, C/O THE CONFEDERATION OF VOCATIONAL UNIONS
(YS)**
supported by

PARAT

and

THE UNION OF NORWEGIAN TRANSPORT EMPLOYEES (YTF)

2014 – 2016

TABLE OF CONTENTS:

SECTION 1 – SCOPE

SECTION 2 – LOCAL SPECIAL AGREEMENTS

SECTION 3 – APPOINTMENT

- 3.1 Written confirmation upon appointment
- 3.2 Vacant and newly created positions
- 3.3 Use of part-time employees
- 3.4 Hire of contract personnel

SECTION 4 – EQUAL OPPORTUNITY

SECTION 5 – WORKING HOURS

- 5.1 Weekly working hours
- 5.2 Classification of and changes to working hours
- 5.3 Working hours during public holidays
- 5.4 Breaks
- 5.5 Shift work and irregular working hours
- 5.6 Standby duty outside the workplace
- 5.7 Mobile phones, laptops, tablets, etc.
- 5.8 Flexibility

SECTION 6 – PAY AND NEGOTIATION REGULATIONS

- 6.1 Pay policy
- 6.2 Before local pay negotiations begin
- 6.3 Annual local pay negotiations
- 6.4 After the local pay negotiations
- 6.5 Consideration by the organisations
- 6.6 The advisory board
- 6.7 Additional regulations in order to correct imbalances
- 6.8 Entitlement of the individual to discuss their pay or other terms and conditions
- 6.9 Local agreement regarding the pay system
- 6.10 Joint declaration regarding pay systems

SECTION 7 – OVERTIME WORK

- 7.1 Definition of overtime work
- 7.2 Payment for overtime work
- 7.3 Meal allowances
- 7.4 Free transport

SECTION 8 – SALARY CHANGES UPON CHANGE OF POSITION AND SPECIAL SUPPLEMENTS

- 8.1 Change of position
- 8.2 Temporary assignment in a higher position
- 8.3 Standby duty outside the workplace
- 8.4 Pay during courses and conferences

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

SECTION 9 – APPRENTICES

- 9.1 Discussions
- 9.2 Pay provisions for apprentices
- 9.3 Overtime
- 9.4 Examinations and educational materials
- 9.5 Trade examination resits

SECTION 10 – CALCULATING PAY FOR PART OF A MONTH

SECTION 11 – PAY DURING MILITARY SERVICE

- 11.1 Compensation

SECTION 12 – PAYMENT DURING SICKNESS AND CARE LEAVE

- 12.1 Payment during sickness
- 12.2 Payment during care leave

SECTION 13 – TRAVEL AND TRANSPORT REGULATIONS

- 13.1 Per diem and travel expenses
- 13.2 Compensation for travelling time outside of ordinary working hours
- 13.3 Other schemes

SECTION 14 – DEATH BENEFIT PAY

SECTION 15 – TRAINING, FURTHER EDUCATION AND CONTINUING EDUCATION

- 15.1 The importance of training, further education and continuing education
- 15.2 Time off to attend evening courses
- 15.3 Overview of work experience, courses and training

SECTION 16 – SENIORS' POLICY

SECTION 17 – HOLIDAY

- 17.1 Special note on extra holiday for employees over the age of 60

SECTION 18 – SENIORITY IN THE EVENT OF CUTBACKS

SECTION 19 – SPECIAL BENEFITS

SECTION 20 – SHORT PERIODS OF COMPASSIONATE LEAVE

SECTION 21 – SEVERANCE PAY AND EARLY RETIREMENT PENSION

SECTION 22 – ELECTION OF EMPLOYEES' REPRESENTATIVES TO BOARDS AND COMMITTEES

SECTION 23 – NON-UNIONISED COMPANIES – COLLECTIVE AGREEMENT REVIEWS

SECTION 24 – DURATION OF THE AGREEMENT

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

Part I – Basic Agreement between NHO and YS**Part II – Collective Agreement****SECTION 1****SCOPE**

This agreement applies to office workers, technical employees, warehouse, reception and office staff, and foremen.

This agreement may be put into effect as a collective agreement in recruitment enterprises/employment agencies which have employees who are contracted out, and who perform work that falls under the scope of this agreement, cf. first paragraph. See Section 3.4 and Appendix 6.

'Part-time employees' are understood to be employees who work for specified hours, but with reduced hours in relation to full time employees.

'Full and part-time employees' also include temporary workers and employees who are taken on for a specified period of time.

If the union wishes to put this agreement into effect in a company affiliated with the NHO, it must notify the NHO in writing, providing information about the categories of employees for whom it wishes the agreement to apply. The agreement comes into effect automatically provided that the NHO raises no objections within one month of receiving the notification.

Employees who to a large degree are understood to be representatives of the employer:

- such as those in a particularly responsible position
- senior managers within the company
- regular representatives of the employer in negotiations about pay and working conditions, and the settlement of same are not covered by the agreement.

If there is any disagreement as to whether an employee should be excluded from the agreement, the issue should be submitted to the organisations, who will attempt to resolve it.

SECTION 2**LOCAL SPECIAL AGREEMENTS**

The parties agree that this agreement is a framework agreement, and that it is the parties' intention to supplement it with local agreements.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

SECTION 3

APPOINTMENT

3.1 Written confirmation upon appointment

When an employee is appointed, he or she must receive:

- A written contract of employment describing the nature of the appointment, a job title, fixed working hours, monthly salary, and a probationary period, as appropriate.
 - Employment regulations
 - Company travel allowances

The appointment letter must be reissued if there are any material changes to the employment contract.

Employees who were in permanent positions before this agreement came into effect are also entitled to receive appointment letters containing the information specified above.

Note:

Refer to the provisions of the Norwegian Working Environment Act in cases of appointments for time-limited positions.

3.2 Vacant and newly created positions

As a general rule, vacant and newly-created positions must be advertised in a way that gives existing company employees an opportunity to apply.

Part-time employees who have worked at the company for the last six consecutive months should be given priority for such appointments wherever practicable, provided that other conditions are equal.

3.3 Use of part-time employees

In instances where an employee claims that his/her agreed percentage position and the actual percentage worked do not tally, the company and the employee must discuss the employee's requirements regarding an increase in the percentage, and in doing so refer to the company's manpower requirements.

Fixed, agreed working hours may only be changed with the agreement of the part-time employee, who, prior to this, must be given an opportunity to consult his/her shop steward.

3.4 Hire of contract personnel

- 3.4.1 As early as possible, and before the company enters into an agreement to hire in contract personnel in accordance with the rules set out in Sections 14-12 and 14-13 of the Working Environment Act, the scale and need must be discussed with the shop

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

stewards, cf. Sections 9-3 to 9-6 of the Basic Agreement. This does not apply to the hire of temporary staff to replace specific individuals.

The company must provide all available information that is necessary to enable shop stewards to see that the hire of contract personnel is in accordance with statutory and collective agreements.

In situations where a company is laying off employees or may be about to do so, the rules concerning lay-offs and terminations specified in Chapter VIII of the Basic Agreement are particularly relevant in this context.

Temporary employees shall be called in to replace personnel who are absent, cf. Section 14-9 (1) b) of the Working Environment Act.

- 3.4.2 Where employees are hired from a recruitment or employment agency, Section 14-12 of the Working Environment Act applies.

Employees of recruitment or employment agencies must, for the duration of the contractual relationship, have the same pay conditions and employment conditions that apply within the hiring company, in accordance with Section 14-12a of the Working Environment Act (as proposed in Proposition no. 74L to the *Storting*). This provision entails that pensions are not covered by the equal treatment principle.

If the employment or recruitment agency is not bound by the collective agreement between YS and an employer, or group of employers, appendices 3, 8, 10, 12 and 13 do not apply.

- 3.4.3 The hiring company is obliged to give the employment or recruitment agency the information needed to ensure that the condition for equal treatment pursuant to section 3.4.2 can be met, and to oblige the employment or recruitment agency to abide by this condition.

If requested to do so by the shop stewards, and in cases where contracted employees are to work within the scope of this agreement, the company must document the pay and employment conditions in force at the employment or recruitment agency in question.

- 3.4.4 Chapter 6 of the Basic Agreement also applies in relation to contracted employees, with the following exception: if the company contracting personnel out is bound by the Basic Agreement between the YS and the NHO, disputes concerning the contracted employee's pay and employment conditions are a matter between the parties within said company. Shop stewards and company representatives from the hiring company may, if requested, assist in the negotiations by providing information about prevailing agreements within the hiring company.

If the company contracting personnel out is not bound by the Basic Agreement between the YTS and the NHO, shop stewards within the hiring company may raise the question of a possible breach of the equal treatment principle as set out in Section

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

3.4.2. This will allow the hiring company to look into the matter and if necessary rectify the situation.

- 3.4.5 Contracted employees must be introduced to the shop steward(s) of the hiring company. When discussing contract hire at local level, the parties must also discuss resources needed for shop steward work, cf. Section 6-6 of the Basic Agreement.

Clauses 3.4.2, 3.4.3, 3.4.4 and 3.4.5 came into effect at the same time as the changes in the legislation, cf. Proposition no. 74L (2011–2012) to the Storting.

SECTION 4

EQUAL OPPORTUNITY

The parties agree that both centrally and locally, work to improve conditions should continue in order to ensure that women and men are given equal opportunities to take part in the various work tasks.

In its HR policy, the company must adhere to the equal opportunities perspective in recruitment and appointment processes, and in matters concerning pay, promotions, further education and continuing education to promote skills development.

The parties agree that pay should be equal for work of equal value (position, area of work and area of responsibility, and results achieved, etc.).

During the period of the agreement, and if requested by one of the parties, both parties within the company in question must discuss prevailing equal opportunity and equal pay conditions with the aim of assessing and developing existing measures and tools.

SECTION 5

WORKING HOURS

5.1 Weekly working hours

Effective ordinary working hours must not exceed 37.5 hours per week. On Saturdays, working hours end at 14:00 at the latest. See also Section 5.8.

If the company also sells goods, the warehouse, reception and office staff may work until the point of sale closes if this is necessary in order to maintain the connection between the warehouse and the point of sale.

The provisions above must not result in an increase in effective working hours, even if in practice, working hours were actually shorter than 37.5 hours per week before the matter has been taken up with the shop stewards. If the parties within the company do not agree, the issue may be submitted to the organisations.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

5.2 Classification of and changes to working hours

The classification of working hours, including flexitime and stipulated breaks, is determined by local agreement between the company and the shop stewards. During the process of determining working hours, rational company operations must be used as a basis as far as possible.

5.3 Working hours during public holidays

5.3.1 Christmas Eve, New Year's Eve and Whit Saturday

On Christmas Eve and New Year's Eve, work must stop at 12:00 at the latest. The same applies to Whit Saturday, provided that company reasons do not make it necessary to work later than this time.

The provision in the first paragraph does not apply to those employees who must be present in order to maintain the connection between the warehouse and production or point of sale.

5.3.2 Easter Saturday

Easter Saturday is a holiday. If it is not possible for the entire staff to take the day off, holiday entitlements must be distributed as fairly as possible among the staff from year to year.

Daytime employees who for operational reasons must work on Easter Saturday, must be given an alternative day off.

5.4 Breaks

5.4.1 Rest and food breaks

When daily working time is longer than five hours, employees must have a 30-minute rest and food break. If working hours are five hours or less, the break may be reduced to 15 minutes for employees whose effective weekly working hours are less than 37.5 hours. If working hours are three hours or less, there is no break entitlement.

Other arrangements may also be agreed in respect of food breaks.

5.4.2 Short breaks

Employees who operate particularly demanding office equipment such as computer terminals and switchboards (staffed by one person) must be given the opportunity to alternate this work with other office tasks, or be given short breaks agreed separately with the company's management.

5.5 Shift work and irregular working hours

Unless otherwise agreed, working hours for shift work/irregular working hours are to be set in accordance with the provisions of the Working Environment Act. See also Appendix 13 of the Collective Agreement.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

If working hours for shift work/irregular working hours for employees are to be introduced or changed, remuneration for this must first be negotiated with the shop stewards.

The remuneration must be equivalent to that which the company offers other employees with the same working hours arrangement.

In companies which do not offer remuneration for shift work, any remuneration for irregular working hours must be negotiated locally.

5.6 Standby duty outside the workplace

If the company is planning to introduce or change standby duty arrangements, this must be discussed with the shop steward, cf. Section 8.3 – Standby duty outside the workplace.

5.7 Mobile phones, laptops, tablets, etc.

The parties are agreed that the provision by the company to employees of devices such as mobile phones, laptops, tablets, etc. may influence on the relationship between working hours and free time. It is important that employees can influence their use of this technology so that individual requirements for free time can be respected.

The parties are thus encouraged to discuss the conditions under which such devices are used. Such discussions may include the following topics:

- The employer's expectations
- Remuneration for mandatory work carried out outside normal working hours

5.8 Flexibility

- a) An individual company scheme that operates outside the provisions of this agreement in terms of working hours and remuneration for these may be introduced in the form of a trial arrangement, provided that the parties have agreed on this locally. Such schemes must be submitted to the central employer and trades union organisations for approval.
- b) Average working hours may be calculated in accordance with the rules set out in Section 10-5 of the Working Environment Act. The parties to the Collective Agreement may assist with the establishment of such arrangements.
- c) Some individuals may have a need for non-standard working hours arrangements, holiday requests, etc. These arrangements must be agreed with the individual or the shop steward, for example in the form of average calculated working hours or 'banked' hours. Agreements made with shop stewards take precedence over individual agreements.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

SECTION 6

PAY AND NEGOTIATION REGULATIONS

6.1 Pay policy

The company's pay policy, combined with the provisions governing pay set out in the agreement, form the basis of a structured salary system within the company.

A deliberate pay policy acts to underpin the company's objectives and strategies by clarifying the factors which influence individual employee's salary level and salary development, and by providing a framework for how salaries should be determined. The pay policy must promote good values, attitudes, actions and results. A thoroughly prepared pay policy generates commitment among employees because it increases their opportunity to influence their salary by means such as skills development, increased levels of responsibility, flexibility or improved results. The company's pay policy shall be made transparent to all.

The company and shop stewards must make every effort to agree on the guidelines and assessment criteria to be used as a basis when setting pay. These must be made known.

6.1.1 Setting individual pay and pay differentiation

The company shall, once a year, make an assessment of the individual salaries of all union members, including employees who have been absent due to parental or adoption leave. Any adjustments must be made after an unbiased assessment of the requirements stipulated of the position and of how the employee has performed their job.

Salary differentiation among employees within the company shall be determined as fairly as possible based on an evaluation of their current position and job performance. It must be possible to justify the differentiation on the basis of the criteria for the position evaluation and performance assessment, and must not favour one gender.

The terms 'position evaluation' and 'performance assessment' are taken to mean the following:

Position evaluation:

An evaluation of the position's areas of work and responsibility, and the proficiency requirements that have been set. The evaluation must be made independently of the holder of the position.

Performance assessment (job performance evaluation):

An assessment of the way in which the individual employee has performed their work.

The proficiency represented by qualifications such as a relevant trade certificate must be reflected in the pay set for an individual.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

A shop steward's work should be assessed positively in terms of pay and career development.

Individual pay may only be set after dialogue between the relevant manager and the employee.

At least once a year, as part of the follow-up procedure, all employees must be given feedback about the position evaluation, performance assessment and any areas where improvement is required. The manager must give the employee feedback on the assessment made, the reasons behind it, and any consequences in terms of pay. The employee must be given the opportunity to comment on the assessment.

6.2 Before local pay negotiations begin

Upon request, the shop steward must be furnished with:

- A list of individual salaries for employees of the company who are members of the union. It must also be possible to furnish the shop steward with such a list at other times.
- Average pay development from previous years for the various trade union and employee categories (commercial employees, technical employees, foremen, operators, etc.) within the company.
- Information about the financial limits for negotiations that have been completed for other employee groups within the company.
- Information about the position of the union's members in NHO's pay statistics. If the shop stewards disagree with the information provided by the company, they must be able to put forward these views.

The company's accounts and plans must be published and presented to the employees. We refer here to Section 9-7 of the Basic Agreement. The parties shall jointly review the four criteria (ref. Section 6.3) with the aim of achieving a common understanding of the situation.

Note:

Plans must incorporate the budget.

6.3 Annual local pay negotiations

Once a year, the company and shop stewards must hold genuine pay negotiations about the general levels of pay and pay development for the company's employees, based on the following;

- the company's finances
- productivity
- future prospects
- competitiveness

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

Pay levels must be adjusted according to factors relating to the company, the sector in general, and local conditions. The term 'factors relating to the company' also embraces pay levels for other comparable groups within the company.

Both parties are required to arrive at the negotiations with the necessary authorisation.

Factors such as the following may be brought up at the negotiations:

- Terms and main features of the year's pay settlement.
- The pay level and pay development at the company.
- The scope of the financial framework for the year's salary increases for union members.
- The general trends of the settlement (e.g. the relationship between individual and general supplements) of the year's pay increases for union members.
- Factors relating to individuals whom the shop stewards feel have been placed in an incorrect pay category.

Any adjustments resulting from the negotiations must be brought into effect on a pre-determined date.

Minutes must be taken of the negotiations, showing the views of the parties. These negotiations should generally take place before 15 September.

Pay changes as a result of factors described in Section 8.1 must not be included when calculating the average total adjustment in accordance with this paragraph. This also applies to pay increases as a result of extended working hours.

6.4 After the local pay negotiations

After local pay negotiations have been completed, and prior to individual employees being briefed about their own salary adjustments, the shop stewards shall be briefed and be given the opportunity to make their views known about union members' pay adjustments.

Information provided during the meeting shall not include the shop stewards' own pay. They will be informed about this by their immediate supervisors.

Informing individual employees is a responsibility of management. The shop stewards are obliged to keep the pay adjustments confidential until the members have been informed by their immediate supervisor.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

6.5 Consideration by the organisations

If the shop stewards have significant objections to the manner in which the negotiations have been carried out, or to the average total adjustment/amount of, and relationship between, the individual and general supplements, the matter may be submitted to the union, which will make a decision on whether the disagreement should be considered at a new meeting between the central organisations.

As a rule, consideration by the organisations should be concluded by 20 October. As a rule, local pay disputes must be submitted to the national branches of the NHO no later than 1 October.

For the procedure on how meetings with the organisations are to be conducted, see Appendix 1.

6.6 The advisory board

If agreement is not reached between the company and the shop stewards following consideration by the organisations, the matter may be brought before the advisory board, which will submit a recommendation regarding resolution of the dispute in accordance with the rules provided in Appendix 2.

6.7 Additional regulations in order to correct imbalances

The company may make additional adjustments after the stipulated deadline, in order to rectify imbalances.

The shop stewards must be informed as soon as the adjustments have been implemented.

6.8 Entitlement of the individual to discuss their pay or other terms and conditions

If individual employees feel that their pay or other terms and conditions are so unreasonable that this constitutes grounds for reassessment, these individuals may bring the matter up themselves, or via their shop steward.

As part of this process, the employee or shop steward is also entitled to request that a job description be prepared, or if necessary updated.

A job description is normally written by the company's management with the help of the employee in question, or by a person employed in a similar position. The job description should consist of a general description of the position, and must contain sufficient information to enable an objective assessment of the position.

6.9 Local agreement regarding the pay system

The parties within a given company may sign a written contract agreeing to use a different pay system. The organisations may offer expert assistance. Before the agreement is implemented, both the union and NHO at national level must be notified.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

The organisations recommend that when such systems are introduced, a joint committee made up of representatives from the parties to this agreement be appointed to study the case before the agreement is concluded.

6.10 Joint declaration regarding pay systems

The organisations emphasise that it is essential to work actively towards increasing productivity and profitability within the company. This is essential in terms of improving the company's competitiveness and increasing the likelihood of investments that would safeguard the company in the long term. The parties in the workplace should therefore work to ensure that in the future, local pay settlements are linked to demonstrable improvements in performance or results, based on the pay system developed by those involved within the company in question.

SECTION 7

OVERTIME WORK

7.1 Definition of overtime work

Overtime work is considered to be work that is required to be performed outside of the employee's specified ordinary working hours, in accordance with the agreed working hours category for full time employees.

Overtime work must be kept to the absolute minimum, and in particular, must not be excessively used by or imposed upon individual employees. Individual employees must also be exempted from overtime work in special circumstances, cf. Section 10-6 (10) of the Working Environment Act.

7.2 Payment for overtime work

The hourly rate for overtime work is the hourly rate + an overtime supplement specified as a percentage of the hourly rate.

The hourly rate for individual employees shall be calculated as follows:

$$\text{Hourly rate} = \frac{\text{monthly pay}}{\text{number of weekly hours} \times 4 \frac{1}{3}}$$

7.2.1 Overtime supplement

The overtime supplements are:

50%

- For all overtime hours not eligible for 100%, as specified below.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

100 %

- On working days between 21:00 and 08:00, provided that this work was begun before 06:00.
- On Sundays and Public Holidays and on days immediately preceding Sundays and Public Holidays, after the end of ordinary working hours.
- After 12:00 on Saturdays, provided that the employee group in question normally works a five day working week during which Saturday is a day off.

The provision for 100% overtime supplement for work after 21:00 does not apply to shift workers; however, cf. Section 5.5.

7.2.2 Other agreements regarding overtime pay or time off in lieu

The above provisions are not intended to prevent individual companies from entering into agreements to grant time off in lieu instead of payment for overtime work. Under these circumstances, time off in lieu must be taken on an hour-for-hour basis, and the overtime supplement must be paid in addition.

7.2.3 Overtime as an agreed fixed supplement to ordinary pay

Remuneration for overtime cannot be included in fixed ordinary pay.

However, individual employees may reach agreement with the company that overtime remuneration be paid as a quarterly or annual supplement to their ordinary pay, taking into account the average overtime worked and the rates applicable for overtime pay.

If the actual worked overtime, calculated over the year, should prove to exceed the basis on which the remuneration was set, the employee is entitled to an additional supplement for the excess time.

The above provisions do not apply to employees in management or specifically independent positions who are not covered by Chapter 10 of the Working Environment Act, cf. Section 10-12 of the Working Environment Act.

7.2.4 Minimum remuneration for additional attendance

An employee is entitled to a minimum payment for two hours overtime if he or she is recalled to work at the end of a working day.

7.3 Meal allowances

An employee who has worked ordinary daytime hours and who on the same day is also obliged work overtime after the end of ordinary working hours, will be paid a meals allowance of NOK 78,50. This is conditional upon the overtime lasting more than two hours, and that the company does not supply the food.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

7.4 Free transport

For overtime work outside the hours during which public transport is operational, employees are entitled to free transport to and from the workplace.

SECTION 8

SALARY CHANGES UPON CHANGE OF POSITION AND SPECIAL SUPPLEMENTS

8.1 Change of position

If an employee changes his/her position, or if significant permanent changes are made to his/her duties or tasks, their pay must be reassessed on the basis of the content of the new or changed position.

The change of position must be discussed with the employee affected, ensuring that he/she is notified of any changes in terms and conditions before taking up the position. The new pay arrangement must be put into effect at the time the change of position becomes effective.

8.2 Temporary assignment in a higher position

If an employee takes on a temporary assignment in a more qualified role with more responsibilities, and the duration of this assignment is greater than three continuous weeks (not holiday cover), a supplement will be paid which is determined on the basis of the pay for the position that is subject of the temporary assignment. This remuneration is payable from the first day.

8.3 Standby duty outside the workplace

If an employee is obliged to be on standby or otherwise available and on call outside of ordinary working hours, an agreement must be drawn up regarding remuneration for these hours. The agreement may include a clause addressing taking time off in lieu.

The agreement should also include:

- A recalculation formula for hours worked, as required
- Compensation for being on standby/on call
- Compensation for work actually carried out

If the parties cannot agree on this, the matter may be referred to the organisations.

8.4 Pay during courses and conferences

For courses and conferences which the employee is asked to attend by the employer, and which are held outside ordinary working hours, remuneration is payable for the effective course/conference hours at the ordinary hourly rate. Other arrangements are also permissible, such as time off in lieu. If more suitable arrangements are found to work, these should be maintained.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

SECTION 9

APPRENTICES

9.1 Discussions

The local parties must discuss whether there is a need to take on apprentices, and assess any subsidies, such as those for travel and relocation expenses, or other measures that could help to increase the mobility and availability of apprentices.

9.2 Pay provisions for apprentices

Apprentices must be paid the same as apprentices covered by other agreements within the enterprise.

In enterprises where there are no other applicable collective agreements, pay must be set as follows:

An apprentice's hourly earnings constitute a percentage of the ordinary pay for newly qualified tradespersons within the trade in question. This includes any bonuses that are part of the tradesperson's hourly earnings.

1.	2.	3.	4.	5.	6.	7.	8.	Six-month
	School			30	40	50	80	per cent

9.3 Overtime

When apprentices work overtime, they must be paid the same rates as other unskilled workers who are working overtime.

9.4 Examinations and educational materials

The company will cover expenses for training materials for apprentices. The company must also pay ordinary pay for the time spent taking the examination. For employees wishing to take a trade examination, in accordance with Section 3-5 of the Norwegian Education Act (experience-based candidates), the company must cover expenses related to training materials and taking the exam.

9.5 Trade examination resits

If an apprentice does not pass the ordinary trade examination, the parties in the training company and the apprentice are urged to extend the period of apprenticeship in order to permit the apprentice to resit the exam.

In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence

SECTION 10

CALCULATING PAY FOR PART OF A MONTH

Hourly rates are calculated as described in Section 7.2. The hourly rate is multiplied by the number of hours for which the employee is to be paid.

SECTION 11

PAY DURING MILITARY SERVICE

11.1 Compensation

Persons who have been employed for at least six months by the company, and who are called up for military service, are paid as follows:

- a) For the total first-time service; half pay for up to three months, with deductions for state remuneration received by the employee, excluding family supplements.
- b) For subsequent periods of service; full pay for up to one month, with deductions for state remuneration received by the employee, also including family supplements.

The above provisions also apply to employees who are called up for ordinary compulsory service in the Home Guard, Civil Defence or Police Reserve Force.

11.1.1 Requirements

In order for an employee to be paid during military service, he or she must remain employed at the company for at least three months immediately after completing the military service.

If the employee resigns before the end of this period, the company may offset this sum against anything the person concerned may be owed by the company. Refer also to the statement that the employee may demand in order to receive payment in accordance with Section 11.

Note:

Completed military service with the Norwegian Armed Forces must be credited as seniority with respect to pay received in the employee's first position after completing the service.

SECTION 12

PAYMENT DURING SICKNESS AND CARE LEAVE

12.1 Payment during sickness

With respect to pay during sickness, employees covered by this agreement must be treated on equal terms with other employees within the company.

12.2 Payment during care leave

The company covers ordinary pay during periods of leave for employees who have been granted care leave in accordance with Section 12-3 of the Working Environment Act.

SECTION 13

TRAVEL AND TRANSPORT REGULATIONS

13.1 Per diem and travel expenses

When travelling on company-related business, the employee's subsistence allowance and travel expenses must be paid in accordance with the company's travel allowance scale, if this exists. If the company does not have a travel allowance scale, essential, documented fees must be refunded, up to the level specified in the Norwegian government travel allowance scale.

If the employee uses their own car for travel, remuneration for this must be agreed.

13.2 Compensation for travelling time outside ordinary working hours

Local negotiations must determine whether and to what degree remuneration is granted for travel outside working hours. The results of the negotiations must be recorded, and the provisions may be included in a separate agreement.

If there are no guidelines regarding this, remuneration for individual trips outside ordinary working hours may be agreed on an individual basis. Wherever possible, this should be agreed before the travel commences.

13.3 Other schemes

If the company operates with other satisfactory schemes, these should be retained.

SECTION 14

DEATH BENEFIT PAY

If an employee with at least three years' service in the company dies, the company must pay the spouse or cohabitee, children who are not provided for, or other persons for whom the deceased was a provider, an amount equivalent to full pay for two months.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

If the company has a pension scheme, group life insurance or other similar social security schemes that are payable to the next of kin, payments from these schemes may be deducted. The same applies to payments in accordance with the Act relating to National Insurance.

Exceptions to Sections 11 and 14

Employees who, at the time of their appointment, or due to later changes to their terms and conditions of employment, reserve the right to leave without pay, are not covered by Sections 11 and 14 of the agreement during their period of leave.

SECTION 15

TRAINING, FURTHER EDUCATION AND CONTINUING EDUCATION

15.1 The importance of training, further education and continuing education

The parties agree that it is essential for the company to have qualified employees at all times.

The parties emphasise the importance of training, further education and continuing education, and agree that this must be properly planned in order to ensure that employees are always qualified to perform relevant tasks. The company must therefore work to ensure that each employee's proficiency is up to date and wherever possible matches the company's requirements at any given time.

If approved training takes place within working hours, discussions shall be held to decide on the practical and financial arrangements needed to facilitate this.

15.2 Time off to attend courses in evening hours

Employees who attend courses relevant to their work during evening hours are entitled to a minimum of two hours' time off between the end of working hours and the start of the course, provided that the course starts at 16:00 or later.

If this course has an examination, time off without a deduction from pay must be given on the day of the examination. Time off for essential exam preparation may be agreed locally.

15.3 Overview of work experience, courses and training

Each employee is entitled to an overview of his or her work experience, courses and training relating to the employment relationship, and this must be provided upon request.

SECTION 16

SENIORS' POLICY

The parties are agreed to work both centrally and locally to put in place a personnel policy which enables senior employees to continue to work up until the normal retirement age. A seniors' policy should be integrated into the company's personnel policy. It is prerequisite that the parties at the company in question engage in discussions concerning the work situation as it applies to its senior employees.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

SECTION 17

HOLIDAY

Holiday is to be granted in accordance with the Norwegian Annual Holidays Act, and the separate appendix to this agreement.

Holiday pay is calculated on the basis of 1 month = 26 working days.

17.1 Special note on extra holiday for employees over the age of 60

Employees' wishes regarding when they wish to take their extra holiday must be accommodated as far as possible.

However, the organisations agree that employees may not demand that said extra holiday be taken at times that would create significant difficulties for the company. In such instances, the company may require the employee to choose another time in which to take their extra holiday.

See also Appendix 11 regarding holiday determined by collective agreement.

SECTION 18

SENIORITY IN THE EVENT OF CUTBACKS

If company cutbacks entail a reduction in the number of personnel, and if all other conditions are equal, seniority in the company should be taken into account.

SECTION 19

SPECIAL BENEFITS

The provisions of this agreement must not reduce any special benefits specified by verbal or written agreement.

SECTION 20

SHORT PERIODS OF COMPASSIONATE LEAVE

Individual companies must agree on what short periods of compassionate leave they will grant. As a minimum requirement, these arrangements must accommodate the general rules applying to short periods of compassionate leave within the scope of NHO's agreements. See Appendix 9.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

SECTION 21

SEVERANCE PAY AND EARLY RETIREMENT PENSION

The provisions applying at any given time to severance pay and early retirement pensions apply to this agreement. See Appendix 8 and Appendix 10.

SECTION 22

ELECTION OF EMPLOYEES' REPRESENTATIVES TO BOARDS AND COMMITTEES

The elections of representatives to boards, corporate committees and assemblies, departmental committees, working environment committees and other committees described in legislation, must be held secretly, and the minutes recorded in writing.

If the employees who are entitled to vote belong to several organisations, the shop stewards representing these employees must consider whether it is necessary to call a meeting, how the meeting should be structured, and how the election is to be held.

SECTION 23

NON-UNIONISED COMPANIES – COLLECTIVE AGREEMENT REVIEWS

For non-unionised companies that are bound by this agreement via a direct agreement with the confederation (known as an 'association agreement', 'hanging agreement' or 'declaration agreement'), and where the parties agree to abide by the 'agreement applicable at any given time', the following applies:

These companies are covered by collective agreement reviews between the parties to the agreement, without the 'declaration agreement' being terminated.

Because the union confederation and the non-unionised companies agree to abide by the agreement applicable at any one time, there will be no separate negotiations and/or mediation between the trades union confederation and the non-unionised companies, since the negotiation/mediation between the parties to the agreement also covers/applies to the trades union confederation and the non-unionised companies.

If the trade union/YS terminates the agreement, the non-unionised companies are notified of this in that they receive a copy of the termination. This notification is considered to be a prior termination of the collective agreement, and complies with the requirements of the Norwegian Labour Disputes Act regarding the initiation of a legal industrial dispute.

The trade union is entitled to call out its members in these companies by means of issuing notice of withdrawal from agreements and possible withdrawal of labour pursuant to the

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*

deadlines set out in Section 3-1, subsections 1, 2 and 4 of the Basic Agreement, while notice of withdrawal from agreements/withdrawal of labour is set out in the central settlement. Any industrial dispute in non-unionised enterprises ceases at the same time as that linked to the main conflict.

Any new agreement concluded between the parties to the agreement also applies to the non-unionised companies and requires no separate resolution.

These provisions are a necessary consequence of Section 3-1, subsection 3 of the Basic Agreement.

If the union confederation or the company wishes to conduct an independent collective agreement review, the 'declaration agreement' must be terminated according to the prevailing rules governing said termination.

SECTION 24

DURATION OF THE AGREEMENT

This agreement applies from 1 June 2014 up to and including 31 May 2016, and thereafter for one year at a time, unless terminated by one of the parties in writing, with at least two months' notice.

*In the event of disputes regarding interpretation of the provisions of the agreement,
the Norwegian text will take precedence*