

# National Collective Agreement 2018-2020

**National Collective Agreement  
2018 – 2020**

**Agreement**

between

**The Confederation of Norwegian Enterprise (NHO)  
and  
The Norwegian Hospitality Association (NHO Reiseliv)**  
of the one part

and

**The Norwegian Confederation of Trade Unions (LO)  
and  
The Norwegian United Federation of Trade Unions  
(Fellesforbundet)**  
of the other part

*In effect from 1 April 2018 to 31 March 2020*

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## **PAY AND WORKING CONDITIONS**

(When not otherwise provided in the separate sections, these provisions apply to all personnel.)

## **COOPERATION BETWEEN THE PARTIES**

The parties agree regarding the importance of good cooperation between shops stewards and management, regardless of the size of the enterprise. Respect for the freedom to organise and for the shop stewards' duties and work are of great importance for both parties. The shop stewards' working conditions and working environment must be in accordance with the provisions of the Working Environment Act and of the Basic Agreement.

### **1. Paid time for shop stewards**

1.1 The parties have agreed to intensify work to obtain local agreements that give shop stewards time and opportunity to carry out their duties as shop stewards.

In response to the National Collective Agreement, § 1, subsection 2, relating to the right to organise, Fellesforbundet and NHO Reiseliv have agreed on the following to amplify the provisions of the Basic Agreement:

The organisations would stress how important it is that more and more decisions are made at the individual enterprise. To enable this to take place in the best possible way, the organisations are prepared to provide extended advisory services in connection with local agreements regarding time for shop stewards. Reference is made in this connection to § 5-6 of the Basic Agreement.

1.2 As a supplement to Chapter IX of the Basic Agreement, the shop stewards and management of the enterprise should

hold a meeting at least once a quarter, at which they should review and discuss working conditions for shop stewards and the employees and conditions at the enterprise in general, including the financial situation and progress of the enterprise.

## **2. Remuneration for attending bargaining meetings**

Pursuant to § 5-7 of the Basic Agreement relating to remuneration for participation in bargaining meetings at the enterprise in accordance with § 2-3 of the Basic Agreement and Chapter IX of the Basic Agreement relating to meetings of the Works Council, division committees, company conferences and cooperation committees in accordance with Part B of the Basic Agreement, the parties have agreed as follows:

### **2.1 Salaried employees**

These employees retain their full pay when attending such meetings that take place during working hours.

When meetings take place outside of working hours, they shall be paid at a rate per hour that is calculated by dividing their individual monthly pay by 162.5. For employees whose ordinary working week is 35.5 hours, pay shall be divided by 154.

### **2.2 Hourly paid employees**

These employees shall receive their individual hourly pay.

### **2.3 Percentage pay**

Those who are paid according to a percentage scale shall be paid hourly remuneration based on their average income, excluding supplements for overtime and public holidays/feasts, in the last calendar year for the relevant division in the enterprise. The amount shall be determined every January by agreement between the enterprise and the

shop stewards and shall be applicable for the current calendar year.

The parties particularly draw attention to the provisions in § 5-10 of the Basic Agreement, stipulating that a shop steward shall not be given a warning in writing on grounds of exercise of his/her office without due reason.

### **3. Personal conflicts**

Guidelines for the manner in which any personal conflicts shall be resolved, shall be drawn up through the HSE work at the enterprise.

#### **Statement of principle:**

Upgrading pay for the lowest paid groups in the trade must be an objective. Everyone at the enterprise should work jointly to increase productivity. An increase in productivity should benefit the enterprise and the employees alike.

By agreement between the parties at the enterprise, working systems – with regard to both time and pay – may be adapted to the operating structure of the particular enterprise and the employees' earnings prospects.

# § 1 General provisions

## § 1.1 Scope

This agreement applies for employees in accommodation businesses, waiting staff, catering and similar enterprises on land, with the exception of those who come under the Land Catering Agreement and employees who come under the agreement between LO and FLT (Norwegian Engineers and Managers Association).

This agreement may be made applicable as a wage agreement in manpower or temporary help agencies that have employees who are hired out and perform work under the scope of this agreement. See Appendices 1 and 1A.

### **Entry in the minutes:**

1. The parties assume that LO will terminate the Manpower Agreement between LO and NHO.
2. During the agreement period, the parties agree to practise § 3-7 (2), second paragraph of the Basic Agreement in the same manner as it has been practised in relation to the existing Manpower Agreement.

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

## § 1.2 Rights of organisation

It is a condition that the enterprise does not impose restrictions to prevent personnel from participating in their union meetings outside of working hours. Employees must

be allowed to post notices from the union in their canteen or cloakrooms.

### **§ 1.3 Introducing new employees**

The enterprise shall introduce the employee to the shop steward and in so doing make it clear that the enterprise has no objection to the employee joining the union.

In large places of employment the management shall call new employees in to introductory meetings at which the management and shop stewards shall provide information concerning the business and the employer and employee organisations.

Such meetings should not be held too long after the employee is engaged. At small enterprises the management and shop steward shall cooperate in providing new employees with such information.

### **§ 1.4 Employment contract**

As soon as possible and not later than 14 days after an employee is engaged, a written employment contract shall be issued in accordance with §§ 14-5 and 14-6 of the Working Environment Act.

If necessary the employment contract shall be translated into a language the employee understands. Each contract is to contain a description of the particular employee's work or job title, position or work category. See also § 14-6 (1) (c) of the Working Environment Act and the HSE Regulations.

### **§ 1.5 Right of first refusal for part-time employees in regard to extended working hours**

As a general rule, part-time employees shall be given right of first refusal for employment in a vacant full-time or part-time position when the enterprise has need of more manpower or when a vacant full-time or part-time position is advertised.

Part-time employees shall also have right of first refusal in the case of extra work of a temporary nature. If the enterprise finds that it cannot follow this general rule, it shall state its reasons. One such reason may be that the person in question does not possess the formal qualifications required for the position.

### **§ 1.6 Advertising regular/temporary positions**

Temporary positions and vacant and newly established positions shall be advertised within the enterprise in such a manner that employees have an opportunity to apply for the position.

### **§ 1.7 Use of extra help**

The parties agree that extra hands may be employed to a certain extent.

If the shop stewards consider that this is being disregarded, they can take the matter up for discussion with the enterprise. For discussion they can demand that a statement be produced showing the use of extra help. Discussions regarding the use of extra help shall be held at least once a year.

### **§ 1.8 Older employees**

For older employees and employees whose health is impaired, individual agreements may be made between the individual employee and the enterprise concerning job tasks, adapted training/updating in their own field of work rest breaks, reduced working hours, etc.

### **§ 1.9 Resignations and dismissals**

Periods of notice for resignations/dismissals, giving notice and contents of notice, protection against unfair notice and dismissal, protection against dismissal in special cases and the employee's right to demand negotiations, bring a lawsuit and the deadlines that apply in that connection, are regulated by Chapters 15 and 17 of the Working Environment Act. The agreed period of notice must not be longer than two months.

### **§ 1.10 Cloakrooms and rooms for meals**

Personnel shall have special rooms for meals and cloakrooms where nothing shall be left that does not belong there. Personnel who are not quartered in the building in which they work or in an annexe or a building next to it, shall each have a locker for their clothes. Kitchen personnel shall have separate lockers for their working clothes. The enterprise shall keep the private effects personnel keep in their lockers, insured for a sum limited upwards to NOK 1,500.

### **§ 1.11 Meals**

At enterprises where meals are served, the canteen/meals system that is to apply shall be agreed upon between the parties. At the individual enterprises all personnel – or categories of personnel – may, as a permanent arrangement, choose not to have meals at the enterprise.

If no in-house agreement is made regarding the price per meal, the rates per meal given in the wage agreement shall apply. As of 1 June 2018 this is NOK 29.93.

One meal may be breakfast, lunch, dinner or supper, and should consist of healthy, varied and nutritious food.

### **§ 1.12 Tools**

Necessary tools shall be supplied by the enterprise.

### **§ 1.13 Transport**

If the employer orders the employee to work before or after the agreed ordinary working hours and this results in higher transport costs for the employee between home and work, the employer shall arrange transport or, provided documentation is furnished, pay the employee the additional cost of transport by the most reasonable means.

### **§ 1.14 Staff rules**

Staff rules – see the Appendix on staff rules, see Chapter 14 of the Working Environment Act.

### **§ 1.15 Payment of sick pay in advance**

NHO Reiseliv and Fellesforbundet recommend that the local parties review the basis for the payment of sick pay in advance where this is not the practice. The parties request that the enterprises not discriminate against employees with regard to the payment of sick pay in advance.

## **§ 2 Working hours and days off**

### **§ 2.1 Ordinary working hours**

- 1.1 Employees to whom the 37.5 hour week applies are:
  - 1.1.1 Daytime workers.
  - 1.1.2 Those working on rotas and other systems of working hours that do not come under subsections 1.2 and 1.3 below.
  
- 1.2 Employees to whom the 35.5 hour week applies are:
  - 1.2.1 Work that is performed "mainly" at night.
  - 1.2.2 Two shifts and comparable work on rota that regularly takes place on Sundays and/or public holidays.
  - 1.2.3 Working hours systems in which the employee must work at least every third Sunday and/or movable feast.

"For work to be regarded as work on Sundays and/or public holidays in accordance with § 10-10 of the Working Environment Act, the employee concerned must have worked either at least 4 of the 24 hours that pursuant to law shall be public holidays (i.e. all 4 hours between 1800 and 2200 hours) or after 2200 hours, and in the latter case without any requirement regarding the minimum length of time."
  
- 1.3 Employees to whom the 33.6 hour week applies are:
  - 1.3.1 Continuous shift work and comparable work on rota, see § 10-4 (5) of the Working Environment Act.
  
- 1.4 Ordinary working hours may not extend past 0100 hours without a special agreement regarding this having been made between the organisations.

## **§ 2.2 Division of weekly working hours**

- 2.1** Weekly working hours that on average shall not exceed 35.5 (37.5) hours may, by written agreement between the employee and the enterprise via the shop steward, be arranged in the following ways:
  - 2.1.1** Daily working hours of 7 hours and 5 minutes (35.5 hour weeks) or 7 hours and 30 minutes (37.5 hour weeks) on each of the 5 weekdays. "Daily working hours" is to be understood as the effective working hours.
  - 2.1.2** Daily working hours that are longer on some days of the week and shorter on others, so that the average for each week is 35.5 (37.5) hours.
  - 2.1.3** Weekly working hours are longer than 35.5 (37.5) hours a week in some parts of the year and correspondingly shorter in other periods.
  - 2.1.4** The current weekly working hours are retained or are partly reduced by giving corresponding days off spread over the whole year or concentrated in certain periods.
  - 2.1.5** Consecutive time off for certain periods of the year. Other systems may also be arranged by written agreement.
  - 2.1.6** Other systems of working hours at the enterprise may be established by written agreement. If the parties at the enterprise, possibly with assistance from the organisations, are unable to reach agreement on the system for ordinary working hours, the rules in subsection 2.1.1 shall apply.
- 2.2** Whenever the parties agree on staggered working hours, the period over which the average of 35.5 (37.5) hours shall be calculated must not be longer than the anticipated length of the period of

employment and what is permitted by the Working Environment Act.

- 2.3** When not otherwise agreed, the system of ordinary working hours that has been adopted, may be terminated by either party subject to two months' notice. No system may be discontinued before the end of the period in which the weekly working hours average 35.5 (37.5) weekly hours.

### **§ 2.3 Days off**

- 3.1** Working hours shall be so arranged that over a period of maximum 6 weeks the employee has 2 days off per week. The employee's days off shall be varied and as far as possible be given on Sundays and public holidays.

In the interests of the employees, as many of the days off as possible shall be given on Saturdays in connection with the Sunday off.

If possible the time worked shall be the first watch before and the last watch after two consecutive days off.

- 3.2** There must be two consecutive days off at least every other week, of which the one day shall be a Sunday. The second day will be determined by the form of operations at the enterprise. The days off may otherwise be given separately.

The rules regarding an off-duty Sunday every second week do not apply for seasonal workers and extra hands.

Employees shall have Sundays off more frequently if operations permit. If the employees consider that operations permit allowing Sundays off more frequently by changing the roster, the matter may be taken up for discussion in the enterprise. If the parties fail to agree, the matter may be referred to the organisations and possibly be settled by a committee.

In enterprises where the parties agree that the main traffic takes place at weekends, the individual employees may, by so requesting in writing, work more often than every other Sunday.

## **§ 2.4 Division of working hours and days off**

**4.1** When the manner in which ordinary working hours shall be arranged has been determined, the division of working hours shall be settled by agreement (roster drawn up in writing) between the manager of the enterprise and the employees, via their shop steward, in accordance with the rules in § 5-2 (2) of the Basic Agreement.

If the decision is made by a committee, each of the parties shall determine the amount of remuneration for their representative on the committee and each of the parties shall pay one half of the fee for the person chairing the committee.

**4.2** Before terminating a roster, the party terminating it shall state his reasons for doing so.

**4.3** Each department's need for information must be taken into consideration when changing watches.

**4.4** Daily working hours shall be continuous, broken only by 1 or 2 meal breaks, which together must not exceed 1 hour.

**4.4.1** Each employee may decide for him/herself, by request in writing, to have split working hours one (1) day a week. The length of the off-duty time shall be agreed with the enterprise, in writing. The day for and the length of the break in working time shall be noted on the roster.

**4.5** Breaks for meals  
See § 10-9 of the Working Environment Act.

**4.6** The roster shall be drawn up for a period of at least 4 weeks. In the event of failure to reach agreement on the roster, the dispute shall be resolved by a committee as mentioned in subsection 4.1.

**4.7** In connection with absences on holidays, sick leave etc., the enterprise and the shop steward shall discuss the need for engaging temporary substitutes in cases where the burden of work may be too great for the other employees. See also § 9-3 of the Basic Agreement.

When the parties agree that temporary help is to be used, the enterprise is obligated to do whatever is possible to obtain temporary help.

## **§ 2.5 Part-time employees**

Part-time employees are on the roster, but are not employed for the full working day or full week.

Unless so stipulated in their contracts, they may not be required to work longer than the agreed part time.

Over a period of 6 weeks, 2 days a week on average shall be marked off as the part-timer's weekly days off. (With regard to paid overtime, see § 4.1, subsection 1.7.)

## **§ 2.6 Extra help**

Extra help are employees who are called in when needed. They have no fixed roster to follow, nor do they have any guarantee as to the extent to which there will be work for them.

## **§ 2.7 Special rules**

To the extent the employer finds that daily operations so permit, the employees shall be off duty at Christmas, Easter and Whitsun. If regular employees are off duty, there shall not be any deduction in pay for them.

The rules in § 5, subsection 5, apply for personnel on percentage pay.

For these days extraordinary rosters shall be drawn up 14 days in advance, in collaboration with the shop steward.

When the parties have agreed on staggered working hours, the above rules are not intended to prevent any employee from taking days due to him/her in connection with these holidays.

The ordinary weekly days off designated in the roster may not be moved unless the parties so agree.

## **§2.8 Special rules for mountain and tourist hotels, mountain lodges, etc.**

Whenever operational considerations so necessitate, it shall be possible to divide working hours into two (2) shifts. As far as possible, the enterprise shall take into consideration the employees' wishes regarding consecutive working hours before and after days off. Daily working hours shall be within a period of 12 ½ hours.

## **§ 3 Rules regarding pay for those drawing fixed pay**

*(Collective pay rates as of 1 April 2018)*

Machinists, repairmen, plumbers, electricians, carpenters, painters, decorators, tailors, pressers, confectioners, bakers and employees engaged as drivers or driver's mates, shall receive the time-related pay in accordance with the wage agreement for their trade, plus an addition for loss of piecework rate where that is determined in the wage agreement, if appropriate with a deduction for board and lodging in accordance with the rates determined in the provisions of the National Collective Agreement.

For caretakers the pay shall be agreed separately. If the parties are unable to agree, the matter may be referred to the organisations and, if necessary, determined by a committee in accordance with the provisions of § 3-10 (1) of the Basic Agreement.

### **§ 3.1 Local negotiations**

- 1.1** In addition to the minimum rates, employees shall receive pay according to their competence, skill, experience, responsibility and job content.
- 1.2** Genuine local wage negotiations shall be conducted annually after the centralised settlement for the agreement has been adopted. The dates for conducting the negotiations will be determined by the individual enterprises. Local supplements in accordance with this provision shall be awarded effective as of 1 July regardless of when the negotiations are conducted.

The negotiations shall be conducted on the basis of the individual enterprise's economic reality, i.e. based on an overall assessment of the enterprise's economy, productivity, outlook for the future and competitiveness.

For negotiations, shop stewards shall be supplied with updated lists of the individual employees' hourly pay. In enterprises or sections of enterprises where the pay system does not give a statement of the individual employees' hourly earnings, the shop stewards shall nonetheless be provided with such lists, or the necessary material for calculating the hourly earnings. Such lists/material shall not contain any information other than the pay and the date on which employment commenced.

The enterprise shall also appraise the pay for those employees who are absent on parental leave.

The parties have agreed that in accordance with the National Collective Agreement under otherwise equal conditions men and women shall be treated alike, in regard to both earnings and occupations.

If the parties find after a review in accordance with the above that there has been discrimination on grounds of gender, then this discrimination shall be remedied.

If the individual employee considers that unreasonableness exists that may give cause for renewed assessment of the individual hourly pay, the shop steward may take the matter up with the

management's representative. This applies to everyone who is encompassed by this agreement.

In enterprises that are organised as chains, or are part of a group, the chain shall determine whether negotiations in accordance with this section shall be conducted for each individual enterprise or combined and centralised for the entire chain. In the latter case, the chain's shop stewards shall elect up to three (3) persons from among the chain's shop stewards to represent the union members at the negotiations.

Reference is otherwise made to the rules of the Basic Agreement.

- 1.3** Nobody who has been employed in the same enterprise for 10 consecutive years, shall have a personal supplement to the fixed wage rate that is less than NOK 640 per month or, after employment for 15 consecutive years in the same enterprise, that is less than NOK 940 per month or, after 20 consecutive years in the same enterprise, that is less than NOK 1240 per month. For the purpose of calculating the above, an absence of up to 1 year shall not be regarded as a break in the period of employment.

If an employee transfers to work for the same enterprise/employer or within the same group, he/she shall retain his/her seniority (period of employment) in relation to the provisions regarding the above supplement. Part-time employees build up a right to personal supplement in the same way as full-time employees and the supplement is paid to them in proportion to the number of hours worked.

## **§ 3.2 Calculating experience**

- 2.1** Equivalent experience shall be approved in the same way as experience in the trade.

When determining the pay, weight shall also be attached to other relevant work experience, including work in the home. In cases of doubt, the parties at the enterprise should consult their organisations.

This experience does not give seniority in relation to personal supplements after 10, 15 or 20 years as described in § 3.1, subsection 1.3. The wage agreement rules relating to experience, period of apprenticeship and trade certificates as a basis for determining pay also apply in the case of employees who have approved vocational training and experience from the other Scandinavian countries.

The initial period of national service in the Armed Forces or in communal service shall be credited as experience when employing the person for the first time after such service is completed.

- 2.2** Part-time employees build up experience in relation to § 3.3 in the same way as full-time employees.

Employees who have a leave of absence in connection with pregnancy/birth and adoption, build up pay seniority for up to one year, provided that the employee is entitled to parental benefits or adoption benefits pursuant to § 14-6 of the National Insurance Act.

### § 3.3 Minimum pay rates

#### 3.1 Minimum pay for young employees

Apprentices are not paid at the rates for young employees in cases where the apprentice works and/or is paid as unskilled labour. See the special rules for apprentices.

Category	NOK per month	35.5 hrs weekly	37.5 hrs weekly
Age 16	17,197.38	111.67	105.83
Age 17	18,741.13	121.70	115.33
Age 18	21,058.38	136.74	129.59

### 3.2 Minimum pay for cooks

Employees who work in the hot-food kitchen, the cold meats kitchen, the sandwich kitchen or sections pertaining thereto, such as the meat storage room, the confectionery or similar sections, and are chiefly engaged in preparing foods, shall be paid according to the following table. Employees who work mainly on operating electric stoves/furnaces and less demanding production of finished products or semi-manufactures, and other employees, shall be paid according to the table in subsection 3.3.

Employees who have trade/craft certificates	NOK per month	35.5 hrs weekly	37.5 hrs weekly
Beginner's pay	28,292.88	183.72	174.11
After 2 years' experience as a cook	28,556.13	185.43	175.73
After 4 years' experience as a cook	29,703.38	192.88	182.79
After 6 years' experience as a cook	29,974.75	194.64	184.46
After 8 years' experience as a cook	30,319.25	196.88	186.58
After 10 years' experience as a cook	30,709.25	199.41	188.98

Employees who do not have trade/craft certificates	NOK per month	35.5 hrs weekly	37.5 hrs weekly
Beginner's pay for employees over age 20 after 4 months' experience over age 18	27,103.38	176.00	166.79
After 2 years' experience as a cook	27,204.13	176.65	167.41
After 4 years' experience as a cook	28,278.25	183.63	174.02
After 6 years' experience as a cook	28,465.13	184.84	175.17
After 8 years' experience as a cook	28,890.88	187.60	177.79
After 10 years' experience as a cook	29,280.88	190.14	180.19

### 3.3 Minimum pay for other employees

Employees who have trade/craft certificates approved by the Directorate of Education and Training are entitled to pay as skilled workers when working in the vocational area for which the certificate applies. Trade/craft certificates or the equivalent from other countries also qualify the particular employee for pay as a skilled worker. In cases of doubt, the value of the vocational training can be decided by the parties to the wage agreement or the Directorate of Education and Training.

Employees who have trade/craft certificates	NOK per month	35.5 hrs weekly	37.5 hrs weekly
Beginner's pay	27,655.88	179.58	170.19
After 2 years' experience in the trade	28,080.00	182.34	172.80
After 4 years' experience in the trade	29,225.63	189.78	179.85
After 6 years' experience in the trade	29,974.75	194.64	184.46
After 8 years' experience in the trade	30,319.25	196.88	186.58
After 10 years' experience in the trade	30,709.25	199.41	188.98

Employees who do not have trade/craft certificates	NOK per month	35.5 hrs weekly	37.5 hrs weekly
Beginner's pay for employees over age 20 after 4 months' experience over age 18	26,303.88	170.80	161.87
After 2 years' experience in the trade	26,728.00	173.56	164.48
After 4 years' experience in the trade	27,802.13	180.53	171.09
After 6 years' experience in the trade	28,465.13	184.84	175.17
After 8 years' experience in the trade	28,890.88	187.60	177.79
After 10 years' experience in the trade	29,280.88	190.14	180.19

Adjustment of the wage tables may result in the differences between the individual (personal) pay and wage rates being smaller than they were before the adjustment. Any such

lesser difference does not in itself entitle the employees to claim an increase in their individual pay.

### **§ 3.4 Other wage rules**

#### **4.1 Spring cleaning or similar thorough cleaning**

Extra payment for spring cleaning shall be agreed upon between the parties at the enterprise. "Spring cleaning" means the thorough cleaning of all surfaces, including ceilings if necessary, and all furnishings and normally takes place once or twice a year.

#### **4.2 Cleaning up vomit etc.**

If an employee removes vomit or such like and the person who caused the accident does not pay for this himself, the parties at the enterprise shall agree on a sum for this work, minimum NOK 150 in each case.

#### **4.3 Payment when temporarily assigned to other work**

When circumstances so necessitate an employee may temporarily be assigned work that is not specified in his employment contract.

In those cases where an employee performs substantial work for which a higher wage rate applies, he or she shall be paid in full at the higher wage rate.

If an employee occasionally, but for at least 7 hours and 5 minutes a week, performs work for which a higher wage rate applies, he or she shall be paid at the higher rate for the time he or she performs such work.

#### **4.4 Pay for part-time workers and extra help**

Part-time workers and extra help shall at a minimum be paid the hourly rate calculated according to the wage agreement's monthly pay (possibly less the meal allowance if the employee has meals in the enterprise), divided by 145 hours (33.6 hours weekly), 154 hours (35.5 hours weekly) or 162.5 hours (37.5 hours weekly). Both employee groups are entitled to supplements pursuant to § 4.

When extra help are called in, they shall be paid for minimum 3 hours.

#### **4.5 Pay during national service**

When persons who have been employed by the enterprise for 12 months or more are called up for a refresher course in the Armed Forces, they shall be paid full pay for up to 1 month, less the pay they receive from the service, including family allowance.

#### **4.6 Payments to the bereaved**

Upon the death of an employee who has been employed by the same enterprise for 5 years or more, the enterprise shall pay his/her spouse, children or other persons supported by the employee who are not provided for, a sum corresponding to full pay for one month. If the enterprise has established a pension scheme, group life insurance or other similar system whereby benefits accrue to the bereaved, the sums to which they are entitled shall be deducted from the wage payment.

#### **4.7 Payment of wages and salaries**

Pursuant to § 14-15 of the Working Environment Act, employees shall be given, with their pay, a written statement showing the amount of pay, how it is calculated and any deductions.

Payment routines shall be agreed upon in writing at the enterprise. The agreement may include a clause to the effect that a sum shall be paid out on account half way through the pay period. The following shall apply if the parties at the enterprise fail to agree:

On the 7<sup>th</sup> day of the month, monthly paid employees shall receive the pay earned up to and including the preceding month. If the employee so desires, he or she shall be paid a sum on account on the 20<sup>th</sup> of the month that corresponds to 50% or more of the anticipated monthly earnings.

#### **4.8 Wage rates in § 3**

These pay rates are not intended to reduce pay for those whose pay is higher than that stated above.

### **§ 3.5 Low-pay arrangement**

The guarantee scheme will continue as follows:

Calculation.

The average in the National Collective Agreement is calculated in relation to 94.8% of the average for the trade, based on the following assumptions:

Statistics.

The parties agreed that the staff percentage (ISCO 1,2,3,4,5) shall be taken as 20% and the worker

percentage in the National Collective Agreement as 80% of the weighting basis.

Calculation shall be based on the pay statistics as of 1 October and consist of the agreed hourly earnings + bonus based on a 37.5 hour week.

The guarantee supplement is to be paid at the flat rates with effect from 1 April.

## **§ 4 Overtime, work after 1400 hours on Saturdays and work on Sundays, public holidays and feasts. Remuneration for lost earnings on such days. Evening and night supplements.**

### **§ 4.1 Overtime work**

Overtime shall be restricted to as little as possible. If work in excess of ordinary working hours is demanded, the following rules apply:

- 1.1** Overtime shall be calculated only for full hours and half hours, so that part of a half hour is counted as a half hour and over a half hour is counted as a full hour.

Employees under the age of 18 must not work overtime.

When working overtime the employee has free meals. Instead the enterprise may pay the employee an allowance for meals.

For overtime in excess of two hours, see § 10-9 (2) of the Working Environment Act.

- 1.2** For overtime the employee shall receive his/her hourly pay + 50%.  
The supplement shall be 100% for overtime worked between 2100 and 0600 hours.

- 1.3** For work on ordinary days off the employee shall receive: Individual hourly pay + 100% x number of hours worked.
- 1.4** If the enterprise has concluded a written contract concerning a 6-day working week pursuant to § 2, the following special rules apply for overtime:  
For overtime worked on days preceding days off, a 50% addition shall be paid after the end of ordinary working hours as described, but if overtime is worked after 1300 hours the addition shall be 100%.
- 1.5** Pay for overtime shall be calculated on an hourly pay that is based on the employee's gross monthly pay divided by:
- For employees who work a 35.5 hour week, divide by 154 hours.
- For employees who work a 37.5 hour week, divide by 162.5 hours.
- For employees who, pursuant to §10-4 (5) of the Working Environment Act, shall work 33.6 hours a week, divide by 145.
- 1.6** Overtime shall only be paid when a part-time employee works longer than a full day of at least 7 hours and 5 minutes.
- 1.7** Overtime pay for part-time employees shall be 100% on days off that are recorded on the roster, see § 2, subsection 5, last sentence. For days that are not marked as days off, overtime pay will not apply

unless the employee works a week of more than 35.5 hours or 7 hours and 5 minutes per day.

- 1.8** The enterprise may make decisions regarding longer working hours on detached public holidays. Before making such a decision, it shall be discussed with the shop stewards, see the Basic Agreement, Chapter IX. Ordinary overtime rules will then be applicable.

**Note:**

When an employee is required to work overtime for more than two hours after the end of the ordinary working day, the employee shall first be allowed at least a 30 minute break. Overtime pay may be paid for this break when circumstances so necessitate, but the break shall not be included when calculating the number of hours overtime work is permitted pursuant to § 10-6 of the Working Environment Act. If the break is moved to a time before the end of ordinary working hours, it shall be calculated as part of the ordinary working hours.

**§ 4.2 Work on the eve of public holidays and feasts**

In addition to their personal monthly pay, employees drawing a fixed pay shall be paid the monthly pay (gross pay) divided by 154 hours for employees who ordinarily work a 35.5 hour week and by 162.5 hours for employees who ordinarily work a 37.5 hour week, multiplied by the number of hours worked.

This applies to the following days: New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, 1<sup>st</sup> and 17<sup>th</sup> of May, Ascension Day, Whit Sunday, Whit Monday, Christmas Day, Boxing Day, and also after

1500 hours on New Year's Eve and the eve of Easter Sunday, Whit Sunday and Christmas Day.

**2.1** Calculation of watches to be paid for on public holidays and feasts.

On these days the employees shall be paid in accordance with the above rules when their watch starts on such a day and in any case when it ends after 2400 hours.

This also applies for night watches if the watchman starts work at 2400 hours or later.

In the same way no remuneration shall be paid under this rule for work that commences on such a day and ends after the public holiday or feast day has started.

**2.2** Payment for work on public holidays and feasts that fall on the employee's day off.

The employee shall then be paid as follows:

1. Individual hourly pay.
2. Pay for public holiday or feast days = 100% of individual pay.
3. Overtime pay – 100% of individual pay.

**§ 4.3 Work on the eve of public holidays and feasts**

**3.1 Supplements for work on Saturdays and Sundays that are not a public holiday or feast day or the eve of same**

A supplement of NOK 23.19 shall be paid for each hour worked on Saturdays during the period from 1400 to 2400 hours and on Sundays during the period from 0600 to 2400 hours.

### **3.2 Supplement for evening work**

A supplement of NOK 12.20 per hour shall be paid for work on Monday to Friday during the period from 2100 to 2400 hours.

### **3.3 Supplement for night work**

Night watchmen, security personnel and similar occupations:

A supplement of NOK 24.41 shall be paid for each hour worked during the period from 2400 to 0600 hours.

Other employees:

A supplement of NOK 42.71 shall be paid for each hour worked during the period from 2400 to 0600 hours.

### **3.4 Exceptions**

The supplements in subsections 3.1, 3.2 and 3.3 shall not be paid when the said days fall on public holidays and feasts or the eve of the same, see § 4.2, subsection 2.2 above.

### **3.5 Manual work for night watchmen**

Night watchmen may not be given manual work such as cleaning, washing up, cooking, laying tables, waiting on table etc. during the period from 0100 to 0600 hours, unless an agreement has been concluded between the parties at the enterprise.

If an agreement has been concluded at the enterprise, the extra payment shall apply for the whole of the period from 2400 to 0600 hours and in the agreed period and shall be NOK 18.31 per hour or NOK 109.86 per night.

### **3.6 Payment of supplements for overtime work**

The supplements in subsections 3.1, 3.2, 3.3 and 3.5 shall also be paid for overtime work during the said periods, but then the employees shall not be paid overtime percentages.

## **§ 5 Special rules for percentage paid waiters**

At enterprises or sections of enterprises in which the pay system is practised in accordance with § 5, the enterprise may, in connection with the transition from one calendar year to the next, decide that percentage pay shall be discontinued for waiters and convert the percentage pay to fixed pay in the future. Before the enterprise makes a decision, the shop stewards shall be given an opportunity to voice their views.

After the transition, waiters employed at the time of the transition shall be encompassed by the rules for employees on fixed salaries, with the exception of supplements pursuant to § 4.3, subsections 3.1, 3.2 and 3.3 of the National Collective Agreement.

The aforementioned waiters will be paid hourly remuneration based on the average income, excluding supplements for overtime and public holidays, during the last calendar year for the relevant division in the enterprise.

Waiters who are hired after the transition described above may not claim the aforementioned average income, but the enterprise may choose to pay them in accordance with § 3 of the National Collective Agreement in its entirety.

No one shall be paid an amount lower than the sum total of the minimum pay and inconvenience allowances as a result of this change.

### **§ 5.1 Introduction of percentage pay at new enterprises**

New and already established enterprises that have not put § 5 into practice by 1 April 2006, are at liberty to continue the practice of percentage pay after that date, always provided

that both parties at the enterprise agree on this.

## **§ 5.2 Work connected with waiting at table**

**2.0** At those enterprises where the waiters come under § 5, working systems shall when necessary be drawn up that include all areas of the work that naturally interlock.

This includes, for example, waiting at table and kitchen, counter and pantry functions. Such future working systems shall, for instance, attach importance to the following:

Job rotation, flexibility, productivity and the profitability of the enterprise, and also the money earning possibilities for the employees.

If one of the parties at the enterprise wants alternative pay and working systems, this shall be taken up for discussion at the enterprise at the earliest opportunity. For proposed alternative pay systems, see § 5, subsection 9.

**2.1** The waiter shall keep the pharmacy ("apoteket") in proper order. The same applies to their stations in serving times. At the end of working hours they shall clear crockery and cloths from the tables and, if the enterprise so desires, place the chairs on the tables.

**2.2** Before the restaurant is opened to guests, stations shall be prepared, with cloths on tables, and flower vases if any in place. The tables shall be set and vases shall be placed on the table, if required. Waiters are not required to do washing up or cleaning unless that is agreed between the parties.

- 2.3 When necessary to move a little furniture in the restaurant or other serving space on the same floor, this shall be done by the waiters.
- 2.4 It rests with the enterprise to ensure that tables, tablecloths, necessary cutlery, trestles, table tops and chairs are available in a readily accessible place near the premises where the tables are being laid.

### **§ 5.3 Pay**

- 3.1 The waiters' pay (service charge) shall be included in the total prices at the enterprise and settled up as 12.5% of the person's gross sales (inclusive of the additional charge).

Regular waiters in one and the same enterprise shall have the same work opportunities and rotate ("gå i runde").

- 3.2 In the case of buffets (self-service) the waiter is entitled to 12.5% of the gross sales. Details as to the manner in which this shall be done shall be agreed upon at each enterprise after negotiation between the enterprise and the serving personnel via their shop steward. To the extent possible the waiter shall assist in refilling and tidying the buffet.
- 3.3 If the management's guests, employees of the enterprise, musicians or artists are served or take up part of the station, the total cost of the items served shall be added to the waiter's gross sales in the month concerned.

- 3.4** For work after 0100 hours, NOK 113.86 shall be paid in addition to the percentage pay (for night restaurants and night clubs, see the special agreements).
- 3.5** Before any sales campaigns are started, the scope of and the reason for them shall be discussed between the shop stewards and the enterprise at as early a stage as possible.

**3.6 Cash supplements**

<b>Category:</b>	<b>Per month</b>
Waiters who have a trade certificate	6,192.73
Waiters who have no trade certificate	4,016.04

In the event of absence, this sum shall be reduced proportionately, regardless of the reason for absence. The month is counted as 154 hours.

**3.7 Guarantee rule for percentage paid waiters**

If the percentage income calculated according to the wage agreement does not give each of the permanent waiters a monthly income as listed below (guaranteed sum), the enterprise shall pay the difference between the guaranteed sum and percentage income calculated on average with full working hours according to the roster over a period of two months starting on 1 January.

<b>Category:</b>	<b>Per month</b>	<b>35.5 hours a week.</b>
Waiters who have a trade certificate:	25,979.23	168.70
Waiters who have no trade certificate:		
- Beginner's pay	24,955.23	162.05
- After 2 years' experience	24,999.89	162.34
- After 5 years' experience	25,756.93	167.25

- 3.7.1** The sum entered in subsection 3.6 is to be added to the percentage income in connection with settlement of the guaranteed pay.
- 3.7.2** If an employee on percentage pay leaves during a calculation period, the guarantee will not apply for that period. However, it will apply if the employee is dismissed through no fault of his own. In such cases, the guarantee sum shall be reduced proportionately.
- 3.7.3** In the event of absence, the guarantee sum shall be reduced proportionately, regardless of the reason for the absence. The month is counted as 154 hours.

For seasonal enterprises, the season shall be the calculation period.

The above also applies to substitutes who work full time according to the roster. The calculation period for them is 2 months. The above also applies for substitutes who are regular employees of the enterprise, although for them the calculation period shall be 154 hours x 2 (308 hours).

- 3.7.4** If an employer expressly calls in extra personnel or regular employees to work during their time off, but

the employee is not given any work to do, the employee shall nonetheless be paid NOK 200.14 for attending.

**3.7.5** When after 1 month of the guarantee period it becomes probable that a waiter will go over to guarantee pay, an agreement may be made to pay him/her a sum on account for the first month of the guarantee period. The sum paid on account shall be deducted in the final settlement at the end of the guarantee period.

**3.8** Payment routines shall be agreed upon in writing at the enterprise. The agreement may include a provision to the effect that a sum may be paid out on account half-way through the pay period. If the parties at the enterprise are unable to agree, the following rules shall apply:  
Settlement shall take place once a month. Pay earned up to and including the last day of the preceding month, shall be paid out on the 7<sup>th</sup>. If the employee so desires, he or she shall be paid a sum on account that is minimum 50% of the estimated income on the 20<sup>th</sup> of the month.

## **§ 5.4 Ordinary working hours, division of stations and extra watches**

**4.1** The ordinary working hours, division of the daily working hours and stations and changes in same, shall be determined by agreement between the manager of the enterprise and the personnel, represented by their shop steward.

- 4.2** If an employer wishes to assign extra work to one of the serving staff on that person's day off, the employee shall be at liberty to decide whether he or she will work or not. If the employer so demands, the employee shall give six (6) days' notice of whether he or she wishes to work or not.

**Entry in the minutes**

Extra serving personnel shall follow the roster that applies for the regular waiter they are substituting. When extra personnel are not substitutes for a regular waiter, the length of his/her watch shall be agreed upon in each case, but so that the person's weekly working hours do not exceed 35.5 (37.5) hours.

**§ 5.5 Overtime and other supplements**

**5.1 Overtime**

Overtime shall be restricted to as little as possible. If work in excess of ordinary working hours is demanded, the following rules apply:

- 5.1.1** Overtime shall be calculated only for full hours and half hours, so that part of a half hour is counted as a half hour and over a half hour is counted as a full hour.

Employees under the age of 18 must not work overtime. When working overtime the employee has free meals. Instead the enterprise may pay the employee an allowance for meals.

In the event of overtime where the employee is entitled to an undisturbed break for a meal, overtime shall be paid only for the hours worked.

**5.1.2** For overtime before 0100 hours, NOK 76.80 per hour shall be paid in addition to the ordinary service charge.

**5.1.3** For overtime before 0100 hours, NOK 113,86 per hour shall be paid in addition to the ordinary service charge.

**5.2 Work on the eve of public holidays and feasts etc.**

**5.2.1** Percentage paid waiters who work on such days as those listed under subsection 2 for employees drawing a fixed pay, shall be guaranteed earnings of NOK 1200.00 from percentage pay.

Guaranteed earnings of NOK 1200.00 for Christmas Eve, New Year's Eve, and the eve of Easter Sunday and Whit Sunday apply only for the last watch and shall be calculated on the amount earned by the last watch after 1500 hours.

**5.2.2** For loss of earnings on such days, payment shall be made according to the following rules: Percentage paid personnel who are off duty on such days, shall be paid NOK 700.00 per day.

This also applies when personnel are off duty on Christmas Eve, New Year's Eve, and the eve of Easter Sunday and Whit Sunday after 1500 hours when they should be on duty according to the roster. They shall not receive this payment when such days fall on days that according to the roster are their regular weekly off-duty days, since they have not then lost any earnings.

However, this does not apply if a waiter who, according to the ordinary roster, should work on such days, but is given the day off as the result of a personal, written request.

- 5.2.3** Waiters who have been employed by the same enterprise for 30 days or more prior to the said days, or are engaged later when the work is for a duration of 30 days or more, are entitled to compensation for loss of earnings. However, this time limit does not apply in the case of seasonal enterprises or holiday substitutes for a specific member of the regular staff ("i fast runde").

## **§ 5.6 Work at parties**

- 6.1** For work at parties, including laying tables and clearing up, the waiter's pay shall be included in the price per place setting charged by the enterprise, calculated as 12.5% of the gross cost of the goods served (including additional charge). The shop steward shall be provided with evidence of the sales sum.
- 6.2** Division shall be undertaken by the workers, but so that those who took part in laying tables receive NOK 94.08 per hour, but not less than NOK 235.20. The enterprise shall be informed of the result and the division.
- 6.3** If the percentage pay does not give the waiters who took part in serving (including clearing up) earnings of at least NOK 525.07 before 0100 hours, the enterprise shall pay the difference between NOK 525.07 and percentage pay.

This similarly applies when an enterprise lends out the premises (apart from party catering) to, for example, a fashion show, bridge club etc., but not when the waiters do this work in addition to their other ordinary work.

- 6.4.** In the case of fashion shows, Christmas parties etc., waiters are entitled to 12.5% of the gross cost of the goods served (tax included), but not less than NOK 525.07.
- 6.5** In the case of serving guests who have not booked tables ("passantservering"), the waiter is entitled to percentage pay. After 0100 hours, NOK 113.86 per hour shall be paid in addition to the percentage pay, whether it is for "passantservering" or not. Overtime according to §5, subsection 5, shall not be paid when this supplement is paid.
- 6.6** Extra serving personnel shall be paid not later than 5 days after the party was held.  
  
Regular waiters shall be paid at the first monthly settlement.
- 6.7** If the employer or his authorised representative instructs an employee to come to work in their working attire, and he/she is not given any work, the employee shall nevertheless be paid NOK 200.14 for attendance.
- 6.8** If the employer instructs or orders any of the personnel on fixed pay to assist in serving at a party where percentage paid personnel are also working, that person shall be regarded as being on percentage

pay and thereby be included in the division. In that event the person shall not be paid his/her fixed pay for the time spent on assisting with the serving.

If among the personnel on fixed pay there are employees who have experience in working as a waiter, these employees shall preferably be used.

- 6.9** Party waiters who serve at parties for 20 hours or more in one month, or who are regular employees for service as party waiters, shall have a cash supplement per hour worked, calculated in accordance with subsection 3.6.

## **§ 5.7 Nightclub agreement**

### **7.1 Percentage paid personnel**

The service charge shall be 14% during the time the night clubs are open.

### **7.2 Personnel on fixed pay**

In addition to their monthly pay, these employees shall be paid the following supplements:

- a) For work during the period from 2100 to 0100 hours, NOK 10.00 per hour. This supplement shall not be paid for time when the Saturday and Sunday supplements are paid.
- b) NOK 78.50 per hour shall be paid for time after 0100 hours. If work ends before 0100 hours for some groups of employees at enterprises where the closing time is 0100 hours, these employees shall be paid NOK 78.50 from the end of the current working day.

Saturday and Sunday supplements shall not be paid for time for which NOK 78.50 applies.

- c) Neither the supplements under a) and b) above nor the Saturday and Sunday supplements shall be paid for work on movable feasts and public holidays.

The supplement for movable feasts and public holidays, 100% of individual hourly pay, shall be paid for work on such days.

### **7.3 Transport**

Employees who finish work after 0100 hours and are unable to catch public transport, shall be paid a transport allowance of NOK 65.00.

This applies only when transport is not provided by the enterprise and the employee lives so far away from the enterprise that use of a means of transport must be considered reasonable.

The night club agreement shall be sent to the organisations for signature.

## **§ 5.8 Night restaurant agreements**

- 8.1** During the period in which the enterprise is licensed to keep longer opening hours and takes this opportunity to run a night restaurant, the following rules apply when the enterprise stays open until 0200 hours:

## **8.2 Percentage paid personnel**

For work after 0100 hours, percentage paid personnel shall be paid NOK 72.66 per hour.

## **8.3 Personnel on fixed pay**

Personnel on fixed pay shall be paid the following supplements in addition to their monthly pay:

- a) For work during the period from 2100 to 0100 hours, NOK 10.00 per hour. This supplement shall not be paid for time when the Saturday and Sunday supplements are paid.
- b) For work after 0100 hours, the supplement shall be 75% of individual hourly pay. Saturday and Sunday supplements shall not be paid for this period.
- c) Neither the supplements under a) and b) above nor the Saturday and Sunday supplements shall be paid for work on movable feasts and public holidays.

The supplement for movable feasts and public holidays, 100% of individual hourly pay, shall be paid for work on such days.

## **8.4 Transport**

Employees who finish work after 0100 hours and are unable to catch public transport, shall be paid a transport allowance of NOK 65.00.

This applies only when transport is not provided by the enterprise and the employee lives so far away

from the enterprise that use of a means of transport must be considered reasonable.  
The night club agreement shall be sent to the organisations for signature.

### **§ 5.9 Proposed alternative pay systems**

Alternative pay systems or areas of work may be agreed upon, in writing. In connection with alternative agreements relating to pay and work areas at the enterprise, close attention must be paid to transport, storage, food preparation area ("anretning"). This means that all details of transport needs must be examined in order to arrive at the most sensible solutions possible. All storage of equipment must be carefully considered so that the work routines for which this forms the basis, are as sensible and labour saving as possible for the employees and the enterprise.

For this, it is necessary that positive cooperation takes place between the employees and management so that they contribute towards and take interest in:

- a) Suggestions and development of the services the establishment is to offer.
- b) Details of the plans so that operations proceed in the best possible manner.
- c) Agreeing in advance on which pay systems and areas of work are to apply.
- d) Contributing towards ensuring that information/instruction in the new functions are given to all who work there.
- e) Clarification of necessary meetings during planning and building time.

Provided that these points are followed, the following 3 alternatives, or combinations of them, could be used:

1. Solely percentage pay with specific work areas.
2. Trunk system between cooks and waiters – percentage pay or fixed pay – special working areas if appropriate.
3. Fixed pay + bonus, special working areas. If the parties at the enterprise intend to conclude agreements as described above, the parties should, before doing so, contact their respective organisations to obtain further information.

The parties shall appoint a committee consisting of 1 representative from each of the organisations that are to approve the proposed alternative pay systems, provided that the conditions under subsections 1, 2 and 3 above are present.

The organisations have a special duty to ensure that any proposals are not put into effect before the committee's approval is to hand, in writing.

If the committee fails to reach agreement, an impartial umpire, proposed by the parties or the State Mediator, shall be appointed to join the committee.

## **§ 6 Accommodation**

### **§ 6.1 Employees who are quartered at the enterprise**

Employees quartered at the enterprise are those employees who live in the building in which the enterprise conducts its activities, or in an annexe or wing of that building, or other accommodation the enterprise makes available for the employees as living quarters.

#### **1.1 Deductions from pay for lodgings provided by the enterprise**

For a single room	NOK 541.12 per month
For a double room	NOK 351.95 per month

At least one (1) month's notice is to be given when vacating lodgings. An employee who leaves his employment with the enterprise must move out on the leaving day, if not otherwise agreed.

Payment for the lodgings ceases from the same time.

### **§ 6.2 Renting other lodgings**

With more independent forms of accommodation the rent shall be agreed upon in advance with the individual employee. If they are unable to agree, the rent shall be negotiated between the enterprise and the shop stewards. If they are unable to agree, the matter shall be referred to the organisations for further consideration. "Independent forms of accommodation" means accommodation with cooking and shower/bathroom/WC facilities.

## **§ 7 Attire and uniform**

### **§ 7.1 Working clothes**

At least 2 sets of working clothes in a functional size, shall be made available by the enterprise.

The employee's attire must be neat and proper and in accordance with the employer's instructions. Before the enterprise purchases working clothes, the employees shall be given an opportunity to express their opinion, via the shop steward.

### **§ 7.2 Washing and cleaning working clothes**

The above mentioned employees shall have their working clothes laundered and cleaned free of charge. Where this is not done, the employee shall be paid NOK 101.76 per month.

Employees who do not work full time shall be paid part of this sum in proportion to the time worked.

### **§ 7.3 Footwear**

Regular employees are entitled to shoes or a shoe supplement. The enterprise may choose whether to provide the employees with shoes or subsidise the purchase of shoes by payment of NOK 400 a pair.

Regular employees who work half of a man-year or more, will be entitled to 2 pairs of shoes a year, while regular employees who work less than half a man-year will be entitled to one pair of shoes a year.

As an alternative the enterprise may at its option pay a shoe allowance, in which case this allowance shall be NOK 800 per year for those who work half of a man-year or more, and NOK 400 for those who work less than half of a man-year.

#### **§ 7.4 Party waiters**

Party waiters shall provide their own uniforms, except in those cases where the enterprise requires special attire.

## § 8 Holidays

Holidays shall be given in accordance with the applicable rules in the Holidays Act.

As from 2002, the holiday is extended so that it amounts to five weeks, i.e. 30 working days, including 5 Saturdays. 30 working days correspond to 35 calendar days.

Employees over 60 years of age shall still have an extra holiday week, see §5 of the Holidays Act.

### **The following adaptations apply:**

#### **Re §5 of the Holidays Act – length of holiday etc.**

In the case of feasts and public holidays that fall on a weekday during the holiday (i.e. not on a Sunday), the employee is entitled to extend the holiday by a corresponding number of days.

Ordinary pay shall be paid for such days. The second paragraph of § 5 (4) of the Holidays Act will not apply.

#### **Re § 7 of the Holidays Act – time of taking holiday**

A total of 21 consecutive calendar days shall be given in the period from 1 June to 30 September, except when otherwise agreed with the particular employee in writing.

Employers may decide when the rest of the holiday is to be taken outside of the period

from 1 June to 30 September according to the guidelines that follow from § 7 of the Holidays Act and the appendix to this agreement concerning holidays. The parties further agree that in seasonal enterprises the annual holiday may be given after the end of the season.

The holiday shall always start on a Monday, unless the employee and the employer agree on another weekday. This does not apply

to the part of the holiday that is given in connection with Christmas and/or Easter.

An employee shall be taken out of the current roster when the holiday starts and be put back on the current roster at the end of the holiday.

An employee who according to the roster is off duty on the day before the holiday starts and/or on the day after the holiday ends, shall have these off-duty days in addition to the holiday. Days off stipulated in the roster that fall within the arranged holiday period, shall not come in addition to the holiday days.

**Re § 10 of the Holidays Act – calculation of holiday pay**

Holiday pay, inclusive of holiday under the collective agreement, amounts to 12% of the calculation base.

Holiday pay that has been paid out during holiday earning time must not be included in the basis for calculating holiday pay.

## **§ 9 Liability**

### **§ 9.1 Damage to or loss of property belonging to the enterprise**

If an employee intentionally or by gross negligence causes damage to property belonging to the enterprise, the question of liability in damages shall be taken up with the employee and his shop steward.

### **§ 9.2 Routines and responsibility for balancing cash**

A written agreement shall be drawn up regarding routines for balancing and handing over cash takings. The agreement shall contain rules regarding responsibility for, discharge from liability for the cash handed over, and routines for handling errors/differences in the settlement.

### **§ 9.3 Cash in hand – change reserve**

- 3.1** The need for cash in hand shall be assessed and agreed upon in writing by the parties at the enterprise in each particular case.
  
- 3.2** In those cases where the employee must have cash in hand or a change reserve, the enterprise shall provide a secure, lockable place where this can be kept. The employee will not be responsible for the cash in hand or change reserve if the enterprise or other persons have keys to this place and/or access to the cash in hand or change reserve. Nevertheless, the enterprise shall be entitled to keep an extra key in a sealed envelope.

## **§ 9.4 Payment/Credit**

- 4.1 At each enterprise there shall be written routines for sale on credit, with a list of those persons who are authorised to approve credit sales to guests/customers on behalf of the enterprise.
- 4.2 Skipping out Guidelines shall be agreed upon between the parties at the enterprise for cases where a guest leaves without paying the bill (skips out).

## **§ 9.5 Payment cards**

- 5.1 Personnel shall follow the rules and regulations that apply at any time for accepting and handling credit/debit cards. The enterprise has a duty to and is responsible for ensuring that these rules and regulations are posted at all times in a place where they can easily be read by personnel who receive and process payment cards.
- 5.2 As long as the personnel follow the guidelines prepared in accordance with the above, it should be possible for them to accept payments by card, exempted from liability.

## **§ 9.6. Deductions from pay**

The above rules regarding the employees' liability and deductions from pay for any breach of the above rules or other in-house routines, are regulated and limited by § 14-15 of the Working Environment Act.

## **§ 10 Short welfare leave or leave of absence to care for a child**

### **§ 10-1 Short welfare leave**

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

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

1. Leave in the event of a death and attending the funeral, when it concerns a member of the closest family.

"Closest family" refers to persons who are close relatives of the employee, such as a spouse/cohabitant, child, sibling, parent, parent-in-law, grandparent or grandchild. Leave of absence for the funeral of an employee so that the employees in the individual's department can be represented.

2. Leave for examination, treatment and check-up by a doctor or dental specialist and treatment by a physiotherapist or chiropractor when requisitioned by a doctor.

This involves cases where it is not possible to get an appointment outside working hours. In some cases the employee may have to travel a long distance. Such cases fall outside the scope of these provisions as they only apply to short compassionate leaves.

Besides, in most of the last mentioned cases, the employee will usually be on sick leave.

3. Leave for the remainder of the working day when the employee has to leave work due to sickness.
4. Leave by reason of acute sickness in the home. This refers to cases of acute sickness in the home when no other help can be obtained and the employee's presence in the home is imperative. The provisions for short leaves of absences also apply here so that the employee can make other arrangements.
5. Leave for a spouse/cohabitant when necessary in connection with a birth or admission to hospital.
6. Leave when moving to a new permanent residence.
7. Leave in connection with blood donation when it is difficult to arrange this outside of working hours.
8. Leave for attending a child's first day at a school or day nursery.
9. Leave when parents are called to attend a parent-teacher meeting in a primary or lower secondary school and this cannot be arranged outside of working hours. Such leave shall be given for up to two hours.
10. Leave to attend call-up examination for national service.

"Cohabitant" means a person with whom the employee has shared a home for 2 years or more and who is registered in the Population

Register as having the same address as the employee during that period.

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

"Short welfare leave" in accordance with the above rules means leave for the time necessary, up to 1 day, with ordinary pay.

For the first paragraph of subsection 1, this applies for up to 2 days in all.

#### **§ 10-2 Leave of absence to care for a child**

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

## **§ 11 Duration**

This agreement applies from 1 April 2018 to 31 March 2020, both dates inclusive, and thereafter for one (1) year at a time, until terminated by one of the parties with two (2) months' notice, in writing.

### **Adjustment rules for the 2nd year of the Agreement**

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

The changes in the wage agreements for the 2<sup>nd</sup> year shall be considered by LO's Committee of Representatives or the body appointed by LO and NHO's Executive Committee.

If the parties fail to agree, the organisation by which the claim was presented may – within fourteen (14) days from the end of the negotiations, terminate the individual wage agreements at fourteen (14) days' notice (but not to expire before 1 April 2019).

### **Non-union enterprises. Wage revisions**

The following applies for non-union enterprises for which this agreement is binding by direct agreement with Fellesforbundet (so-called "tiltredelsesavtaler", "hengeavtaler" or "erklæringsavtaler"), in which the parties agree to accede "to the Collective Agreement in force at any time":

Wage revisions between the parties to the agreement, apply for these enterprises without the "declaration agreement" being terminated.

In consequence of the fact that the Federation and the non-union enterprises have agreed to accede to the agreement in force at any time, no separate bargaining and/or mediation will take place between the Federation and the non-union enterprises, since the bargaining/mediation between the parties to the agreement also embraces/applies between the non-union enterprises and the Federation.

When the agreement is terminated by LO or the Federation, the non-union enterprises will be notified of this by a copy of the notice of termination. This notice shall count as a prior termination of the collective wage agreement and complies with the requirements of the Labour Disputes Act for launching a legal industrial dispute.

The Federation is entitled to give notice of calling employees of these enterprises out on strike, with notice of strike and possibly stoppage in accordance with the time limits in the Basic Agreement, § 3-1, 1, 2 and 4, at the same time as such notices are given or strikes are called in the main bargaining. Any labour conflicts in non-union enterprises cease at the same time as the main conflict.

Whenever a new agreement is made between the parties to the agreement, the new agreement shall apply for the non-union enterprises without any special adoption procedure.

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

If the Federation or the enterprise wishes to implement a separate wage agreement revision, the declaration agreement ("erklæringsavtalen") must be terminated in accordance with the rules that apply for termination.

## **Special rules and appendices:**

Special rules for apprentices.

Special rules for doormen.

Appendix 1 – Leasing manpower

Appendix 1A – Employees in temporary help agencies

Appendix 2 – Staff rules

Appendix 3 – Equal opportunities and equal pay

Appendix 4 – Supplementary and further education

Appendix 5 – Agreement on severance pay LO-NHO

Appendix 6 – Agreement on Education and Development Scheme  
established by NHO and LO

Appendix 7 – Collective agreement on pensions (AFP)

Appendix 8 – Holidays etc.

Oslo, 1 June 2018

THE CONFEDERATION OF NORWEGIAN ENTERPRISE  
(NHO)

THE NORWEGIAN HOSPITALITY ASSOCIATION (NHO  
REISELIV)

THE NORWEGIAN CONFEDERATION OF TRADE UNIONS  
(LO)

THE UNITED FEDERATION OF TRADE UNIONS  
(FELLESFORBUNDET)

## Special rules for apprentices

1. When an enterprise wishes to engage apprentices and/or other training candidates, the matter shall be taken up for discussion between the shop stewards and the management.

An agreement shall be concluded regarding the number of apprentices and training candidates at the enterprise at any time and the parties shall attach importance to the proportions between the number of skilled workers, apprentices and training candidates in each trade in the enterprise.

2. In enterprises that take in apprentices and/or training candidates, a representative or representatives shall be elected who, in accordance with § 4.7 of the Education Act, shall work with the appropriate foreman in supervising to ensure that the training is in accordance with the training plan for the particular trade. For training candidates supervision shall be exercised to ensure that the individual training plan is followed. The representative(s) shall be elected according to the same rules as for election of safety delegates.
3. When engaged, the apprentice or training candidate shall be introduced to the employees' supervisor representative(s) appointed in accordance with subsection 2 above and shall be informed of their duties.
4. Gender equality shall be sought when engaging apprentices.
5. During the period of apprenticeship, which is divided into four half-year periods, apprentices shall be paid 40, 45, 55 and 60%, respectively, of the calculation basis. The calculation basis is the average of the current beginner's pay

for trained cooks and beginner's pay for other employees who hold trade certificates as provided in the National Collective Agreement, § 3.3.

APPRENTICES	NOK per month	35.5 hrs weekly	37.5 hrs weekly
1 <sup>st</sup> half year	11,189.75	72.66	68.86
2 <sup>nd</sup> half year	12,588.47	81.74	77.47
3 <sup>rd</sup> half year	15,385.91	99.91	94.68
4 <sup>th</sup> half year	16,784.63	108.99	103.29

Apprentices over 21 years of age who have a voluntary apprenticeship contract in accordance with § 4-5 of the Education Act, shall be paid as apprentices.

- During the period of training, which is divided into four half-year periods, training candidates shall be paid 40, 45, 55 and 60%, respectively, of the calculation basis. The calculation basis is the average of the current beginner's pay for untrained cooks and beginner's pay for other unskilled workers in § 3.3 of the National Collective Agreement.

TRAINING CANDIDATES	NOK per month	35.5 hrs weekly	37.5 hrs weekly
1 <sup>st</sup> half year	10,681.45	69.36	65.73
2 <sup>nd</sup> half year	12,016.63	78.03	73.95
3 <sup>rd</sup> half year	14,686.99	95.37	90.38
4 <sup>th</sup> half year	16,022.18	104.04	98.60

If the training period is extended, pay shall continue at the rate for the 4<sup>th</sup> half year.

- Apprenticeship according to the TAF model**  
During working time, eight half-years of training, apprentices on the "TAF model" shall correspondingly be paid 30% (first four half-years), 55% (5<sup>th</sup> and 6<sup>th</sup> half-years)

70% (7<sup>th</sup> half-year) and 75% (8<sup>th</sup> half-year). The calculation basis is the same as for apprentices. Special rules for apprentices, subsection 5.

APPRENTICESHIP ACCORDING TO THE TAF	NOK per month	35.5 hrs weekly	37.5 hrs weekly
1 <sup>st</sup> half year	8,392.31	54.50	51.65
2 <sup>nd</sup> half year	8,392.31	54.50	51.65
3 <sup>rd</sup> half year	8,392.31	54.50	51.65
4 <sup>th</sup> half year	8,392.31	54.50	51.65
5 <sup>th</sup> half year	15,385.91	99.91	94.68
6 <sup>th</sup> half year	15,385.91	99.91	94.68
7 <sup>th</sup> half year	19,582.06	127.16	120.51
8 <sup>th</sup> half year	20,980.78	136.24	129.11

8. Apprentices who have completed their apprenticeship in one trade and then wish to continue apprenticeship in another trade shall, after the transfer, be paid the same as after the 4<sup>th</sup> half year, when not otherwise agreed between the parties.
9. In cases where the apprentice fails the first trade examination, and this cannot be attributed to a fault on the part of the apprentice, the enterprise is requested to make arrangements for continuation of the necessary practice period for completion of a new trade examination. During such an extension of the apprenticeship apprentices shall be paid at the rates for the 4<sup>th</sup> to 8<sup>th</sup> half year of apprenticeship for apprentices under the TAF model.
10. Apprentices or training candidates who are required to obtain new textbooks etc. during their period of apprenticeship, are entitled to have the cost of this refunded in a sum up to NOK 1000 when a receipt is produced.

11. From the 3<sup>rd</sup> half year, apprentices or training candidates may work up to 2 independent watches per week for training purposes. This is on condition that a responsible person qualified to assist the apprentice or training candidate, is present in the enterprise at the same time. The training candidate's independence must be judged according to the level in the individual training programme.

If the apprentice or training candidate is given more independent watches than mentioned above, the apprentice or training candidate shall receive pay as for an unskilled worker.

Overtime is not part of the apprenticeship. If an apprentice or training candidate does work overtime, he/she shall be paid as an unskilled worker in the training enterprise.

12. Apprentices who have not sat for the qualifying examination when their contract expires shall, during the extension of the period, be paid as an unskilled worker and come under the ordinary rules that apply for unskilled labour for up to 3 months.
13. Pursuant to § 4.4 of the Education Act, training required under the curriculum or individual curriculum shall not result in longer working hours than ordinary working hours.
14. **Trainees**  
Enterprises that participate in training apprentices on contract, may take in persons who, as a supplement to or preparation for their further education, must work for a certain time in a kitchen, as a waiter or in reception.

No person must be taken in for longer than 12 months for work in a kitchen, as a waiter or in reception, and taking in

trainees must not result in the dismissal of receptionists or apprentice receptionists, cooks or apprentice cooks, nor must it result in supplanting apprentice receptionists, cooks and/or waiters or training candidates.

The enterprise may engage 1 trainee in each trade in the same enterprise. These persons shall be paid in accordance with the National Collective Agreement rules for apprentices, follow the National Collective Agreement rules regarding working hours and shall be listed on the roster.

Nobody shall be regarded as or paid as a trainee before a written contract has been made with them.

## **Special rules for doormen and security personnel**

1. Doormen often have highly exposed tasks and it will be necessary to effect special measures for them. In addition, working clothes and uniforms, doormen and security personnel must have the necessary safety equipment available.
2. The parties at the enterprise shall discuss the doormen's working situation and draw up special working and safety instructions. These working and safety instructions shall be evaluated at least once a year.
3. When garments or relevant equipment belonging to doormen or security personnel are damaged in the course of their work, the employer shall pay compensation for the damage. Damage shall be reported to the employer as soon as possible and not later than on the day after it occurred. This is assuming that the damage is not covered by the insurance company, the party who caused the damage, or others.

### **Entry in the minutes:**

It is important that doormen and security personnel in the hotel and restaurant industry receive thorough and complete training enabling them to prevent violence and threats in their work. Such training must encompass possible risk factors, as well as knowledge of how to guard against violence and robbery and how to act during and after such situations.

Fellesforbundet and NHO Reiseliv will cooperate in continuing work to establish a system of approval and courses that are as nearly as possible the same everywhere.

# Appendix 1 – Leasing manpower

## 1. Leasing manpower

As soon as possible and before the enterprise enters into a contract to lease workers in accordance with the current rules in Chapter 14 (§§ 14-12 and 14-13) of the Working Environment Act, the number and needs shall be discussed with the shop stewards, see §§ 9-3 to 9-6 of the Basic Agreement.

The above does not apply when hiring temporary substitutes. In this connection see § 2, subsection 4.7, of the National Collective Agreement.

For calling in extra help, see the National Collective Agreement, § 1, subsection 7.

### 1.2 Leasing manpower from manpower agencies (temporary help agencies)

For leasing manpower from manpower agencies (temporary help agencies) § 14-12 of the Working Environment Act applies. For leasing manpower according to § 14-12 (2), the enterprise shall, when so requested by the shop stewards, document the pay and working conditions that apply at the manpower (temporary help) agency when the leased manpower are to work in a sector covered by the National Collective Agreement.

1.3 Employees in manpower or temporary help agencies shall have the same wages and working conditions that apply in the enterprise leasing manpower for the duration of the leasing period in accordance with the

§ 14-12 a of the Working Environment Act (proposal in Prop 74L).

This rule entails that pensions are not encompassed by the principle of equal treatment.

If the manpower or temporary help agency is not subject to an agreement between LO and an employers' organisation, then the following does not apply: Equal Opportunities and Equal Pay, Agreement on Severance Pay, Agreement on Education and Development Scheme and Collective Agreement on Pensions (AFP) in the National Collective Agreement.

- 1.4** The lessee enterprise is obligated to disclose the necessary information to the manpower or temporary help agency, so that the condition of equal treatment pursuant to 1.3 can be satisfied, and to subject the manpower or temporary help agency to this condition.

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

- 1.5** Chapter V of the Basic Agreement applies also to leased manpower with the following exceptions: If the lessor enterprise is subject to the Basic Agreement between LO and NHO, disputes concerning the wages and working conditions of the manpower leased out are a matter between the parties at the lessor enterprise. The shop stewards and

representative from the lessee enterprise may provide information on the agreements in the enterprise leasing manpower.

If the lessor enterprise is not subject to the Basic Agreement between LO and NHO, the shop stewards in the lessee enterprise may address claims of a breach of the principle of equal treatment in subsection 1.3, so that the lessee enterprise can clarify and remedy the matter as necessary.

Leased employees shall be presented to the shop stewards at the lessee enterprise. When discussing the leasing of manpower, the local parties shall also discuss the resources for shop steward work, see § 5-6 of the Basic Agreement.

**Note:**

Items 1.3, 1.4 and 1.5, shall be implemented at the same time as the amendments to the Act enter into force, see Prop 74L (2011-2012).

**2. Putting out work and subcontractor-like arrangements**

As soon as possible and before the enterprise concludes an agreement with a subcontractor for putting out work that comes under the National Collective Agreement, the needs and amount of the work shall be discussed with the shop stewards, see §§ 9-3 to 9-6 of the Basic Agreement.

The enterprise is responsible for ensuring that the subcontractors with whom the contract is made, enter into an agreement with their employees in accordance with Regulations relating to hired manpower (2005-12-16-1566 § 2).

When so requested by the shop stewards, the enterprise shall document the pay and working conditions that apply at the subcontractor's enterprise when their employees are working in a sector covered by the National Collective Agreement.

At enterprises that frequently use subcontractors, the local parties are strongly advised to draw up special routines for use in such connections.

### **3. Protection of privacy and duty of confidentiality**

It is a condition that the pay and working rules that the enterprise is asked to document, are sufficiently depersonalised and are not contrary to law. The needs of the enterprise, for example competitive factors, may indicate that the information should not be supplied. In such cases the employer may pledge the shop stewards and any advisers to secrecy. The duty of confidentiality also applies after expiry of their period of office, but does not apply in regard to supplying information to relevant public authorities.

## **Appendix 1A – Employees in temporary help agencies**

The provisions in this appendix regulate conditions in the manpower or temporary help agency that are encompassed by this agreement, see § 1.1.

1. This agreement may be made applicable as a wage agreement in manpower or temporary help agencies that have employees who are hired out and perform work under the scope of this agreement, see § 1.1.
2. The employees shall have a written employment contract in accordance with the provisions of the Working Environment Act.
3. A written assignment contract containing all the relevant information on the nature, content and duration of the assignment shall be issued for all assignments.
4. Termination and dismissal applies in accordance with the provisions of the Working Environment Act.
5. If an employee is offered employment by the lessee enterprise, he/she may resign upon giving notice at the end of the notice period, unless the parties agree otherwise. During the notice period the employee is entitled to continue to work at the lessee enterprise for the duration of the assignment.
6. The wages and working conditions at the lessee enterprise apply for leasing to enterprises subject to this agreement, see Appendix 1 – Leasing manpower, subsection 1.3.
7. The wages and working conditions that have been agreed upon at the lessor enterprise apply for leasing to enterprises not subject to this agreement, provided they are not in breach of the equal treatment requirement in the Working Environment Act.

8. The duty to pay wages applies in accordance with the employees' employment contract. The Working Environment Act and Basic Agreement apply for lay-offs and the termination of employment.

## **Appendix 2 – Staff rules**

The parties to the Wage Agreement have drawn up staff rules. The individual enterprises can use the following procedures to comply with the provisions of §§ 14-16 to 14-20 of the Working Environment Act, regarding approval of the staff rules at the enterprise.

At enterprises for which the Wage Agreement is binding, the parties may agree to use the following staff work rules. Approval will not be necessary.

Nor will approval be necessary if the parties at these enterprises agree on changes in the rules. If they do not agree, the changes must be approved.

Enterprises for which the Wage Agreement is not binding, but the parties choose to use the following staff rules, this shall be forwarded to the Labour Directorate for approval.

### ***COMPANY REGULATIONS***

#### **§ 1 Engaging employees**

Employees shall be engaged and dismissed by the manager of the enterprise or a person authorised by him.

The employee shall be given a copy of these rules and the employment contract at the time he or she is engaged.

When engaging an employee the employer may require that the employee produces a valid medical certificate.

#### **§ 2 Resignation/Dismissal**

- a) Both parties must give notice in writing. The period of notice is reciprocal.

When not otherwise agreed in writing or otherwise provided in the wage agreement for the enterprise, the period of

notice shall be one (1) month from the end of a calendar month.

Irrespective of age and regardless of whether the enterprise has a wage agreement or not, a period of notice of at least 2 months will apply for both parties in the case of employees who have been with the enterprise for 5 consecutive years or more, and 3 months or more for employees who have been with the enterprise for 10 consecutive years or more.

For older employees who have been with the enterprise for 10 consecutive years or more, the period of notice in the event of dismissal shall be 4 months or more for persons who have turned 50 years of age, 5 months or more for persons who have turned 55 years of age and 6 months or more for those who have turned 60 years of age. In these cases, notice of three (3) months or more shall be given by an employee wishing to terminate his/her employment contract, see § 15-3 of the Working Environment Act.

- b) The management of the enterprise may dismiss an employee without notice if the employee is guilty of serious neglect of duty or other significant breach of the employment contract. Examples of this may be that the employee:
1. without due reason, refuses or purposely fails to comply with orders from a superior concerning work or orderliness at the workplace,
  2. repeatedly and in spite of receiving warnings, fails to arrive at work at the proper time,
  3. is intoxicated when he comes to work or imbibes/takes drugs while at work,

4. commits serious or repeated offences in a manner that may endanger the life or health of or do bodily harm to others or cause major material damage,
5. fails to comply with the control routines at the enterprise,
6. fails to comply with licensing laws, see the Alcohol Act.

Before the employer decides to dismiss an employee, the matter shall, whenever possible, be discussed with the employee and with the shop steward, provided the employee does not desire this. Dismissal in connection with cut-downs etc. shall be discussed with the shop stewards in any case.

Further procedures in connection with resignations and dismissal are given in Chapter 15 of the Working Environment Act.

### **§ 3 Absences**

No employee shall fail to go to work without permission or a valid reason. A person who is unable to go to work shall report this to the enterprise before working hours commence. If practical reasons prevent this, the employee shall notify the enterprise of his/her absence and the reason for it as soon as possible and preferably before the end of the first working day on which he or she is absent.

In the case of absence due to sickness for 1 to 3 days, the employee shall hand in a written statement self-certifying sick leave on resuming work. Employees may use self-certified sick leave up to 4 times in the course of 12 months. For sick leave in

excess of this a medical certificate must be provided from the first day of absence.

In every case of absence the employee shall notify the employer of his/her return to work as soon as possible and not later than the day before. In the case of short absences, notice shall at the latest be given the day before returning to work.

For absences longer than 3 days a medical certificate must be handed in as soon as the person returns to work, and not later than one week after the sick leave commenced.

The above mentioned self-certification and medical certificates shall be treated as confidential documents.

#### **§ 4 General orderliness**

- a) Every employee must commence work punctually at the agreed time, in working clothes and prepared for work, and shall not leave his work during working hours (paid rest/meal break) without permission.
- b) Staying at the workplace outside of ordinary working hours is not permitted, except during overtime or necessary time for meals or with permission from the enterprise.
- c) Receiving visitors at the workplace is not permitted.

Everyone must comply with orders from supervisors and perform the work in the best possible way.

- d) Employees are under obligation to follow the necessary control routines.

- e) No employee shall take on work in another hostel or catering establishment without first consulting his/her main employer. This does not apply to temporary substitutes or extra help.
- f) Property found shall immediately be handed in to the enterprise and a receipt shall be given.
- g) Private telephone calls during working hours may only be made during meal breaks or with the permission of a superior.
- h) Everyone must observe the rules and instructions given by public authorities to safeguard life, health and property and use the protective equipment provided. Employees shall take part in fire drills at the enterprise.
- i) Taking drugs or alcohol during working hours or being intoxicated on the premises, is strictly forbidden.
- j) Private packages brought to work shall be handed in to the enterprise for safe-keeping until the end of the working day. A receipt shall be given for them.
- k) Everyone shall behave properly and politely towards those with whom he/she is in contact during the work.
- l) Everyone is under obligation to preserve secrecy regarding production secrets, tenders, cost calculations and similar business affairs that come to his/her knowledge during work at the enterprise.

- m) Smoking is permitted only in the places designated by the enterprise for smoking.

Employees are under obligation to keep their lockers tidy.

Orderliness and cleanliness shall be maintained in cloakrooms, toilets, bathrooms, lunch rooms and other premises placed at the disposal of the employees.

The enterprise is entitled to inspect lockers after first notifying the employee, so that the employee or the employees' shop steward or safety delegate can be present at the inspection.

Grounds for inspections shall be of a hygienic/sanitary nature or suspicion of criminal offences. If the shop steward or safety delegate is unable to be present at the inspection, it must be possible for the employee to have a workmate present.

Those personnel who are involved in serving alcoholic beverages are under obligation to observe the alcohol regulations presented to them by the enterprise in writing. Making exemptions from the rules is strictly forbidden.

**§ 5 Notices for the attention of the workers may only be posted at the places designated by the enterprise.**

Employees must not, without the endorsement of the employer or his authorised representative, post up notices in the premises; although employees must not be denied the right to put notices from the trade union up in their lunch rooms or cloakrooms.

**§ 6**

Employees must not solicit financial benefits from persons with whom they, on behalf of the enterprise, come into contact.

**§ 7**

In accordance with §14-15 of the Working Environment Act, employees shall receive, with their pay, a written statement showing the amount of pay, the method of calculation and any deductions. Wage payment routines may be agreed upon in writing at the enterprise. This agreement may include payment of a sum on account in the middle of the payment period.

In connection with final settlement when an employee is leaving, the employee is responsible for returning uniform effects, keys and anything else borrowed from the enterprise. Deductions from pay may be made if so agreed in writing between the enterprise and the employee.

Staff rules are laid down by written agreement between the employer and the employees shop stewards in accordance with § 14-17 of the Working Environment Act.

Place..... Date .....

.....

For the enterprise

.....

For the employees

## **Appendix 3 – Equal opportunities and equal pay**

In their personnel policies the enterprises shall promote the equality principle in connection with engaging personnel, promotions and competence-qualifying supplementary and further education.

During the term of the agreement the parties at the individual enterprises shall review their local agreements as soon as possible for the purpose of ensuring that these agreements are in accordance with the Act relating to equality between men and women. If differences in pay are identified that cannot be explained by factors other than gender, the such differences shall be remedied.

If so required by one of the parties, the local parties should during the term of the collective agreement discuss issues relating to equal opportunities and equal pay for the purpose of establishing an equality agreement that is suitable for the enterprise. The purpose of such an agreement is to ensure that all employees – regardless of gender – are afforded the same opportunities of work and professional development and receive equal treatment in regard to employment, pay, training and promotion.

In connection with establishing any equality agreement and as a basis for equality work in the enterprises, the parties would like to point out that:

Equality is a managerial responsibility.

Equality between men and women is not just a matter of equal pay.

Equality also concerns attitudes and standards and requires strong cooperation from shop stewards.

Work on equality should be discussed and followed up in the cooperation fora established in the enterprise.

## **Appendix 4 – Supplementary and further education**

- 1) Fellesforbundet and NHO Reiseliv agree that the competence of the employees is an essential prerequisite for the enterprises being able, for example, to make use of new knowledge. The development of competence is a prerequisite for the creation of value and competitiveness, as well as safeguarding and developing workplaces. Efforts to develop systems for supplementary and further education is therefore an area to which the parties will give high priority.
- 2) For the individual enterprises, it is necessary to develop the enterprise's competence in accordance with the enterprise's goals and strategy. It is also the responsibility of the enterprise to develop the competence of the individual employee accordingly. Individual employees are also responsible for developing and maintaining their own competence.

The parties acknowledge that it will be of great value, to both the enterprises and the individual employees, that the competence developed is documented. The form and content of such documentation shall be such that it has transferable value from one enterprise to another, and between the enterprises and the education system wherever appropriate.

- 3) There shall be annual discussions of whether there is a competence gap in relation to the enterprise's competence needs and how then the opportunity for unskilled workers to obtain a trade/craft certificate can be facilitated. The discussions shall be based on the enterprise's need for skilled workers and the individual employee's need and desire to expand his/her competence. The provision of

vocational training in all enterprises that fulfil the requirements for being a training establishment should be an objective.

- 4) The central and local parties must make provisions so that labour immigrants who work in this country and aim to be part of the Norwegian labour market are able to strengthen their basic language skills, safety knowledge and working culture.

# **Appendix 5 – Severance Pay Agreement LO/NHO**

In effect from 1 January 2011, with language-related changes in 2014, as well as changes in 2016 <sup>1</sup>

In the coordinated settlement in 2018, there was agreement between LO and NHO to use the Severance Pay Scheme to finance a Hard Worker Scheme. When the Hard Worker Scheme is established, the Severance Pay Scheme will cease to exist. For more detailed information, see Appendix 4 to the negotiation minutes, which can be downloaded here:  
[www.riksmekleren.no/rikssaker/2018-003](http://www.riksmekleren.no/rikssaker/2018-003)

## **1.0 GENERAL MATTERS**

### **1.1 Conclusion of agreement**

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

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<sup>1</sup> Section 5-15 of the Tax Act was amended on 18 December 2015, effective from 1 January 2016. Pursuant to Section 5-15, first paragraph (a) of the former Tax Act, severance pay from the Agreement on Severance Pay between LO and NHO is not regarded as income. This entails that persons who satisfied the terms and conditions for severance pay no later than as at 31 December 2015 will receive payment tax-free, while persons who satisfied the terms and conditions for severance pay after 1 January 2016 will not receive payment tax-free. Classification of severance pay as taxable income may also entail that the payment of severance pay affects entitlement to other government benefits, such as disability benefits and unemployment benefits. This has not yet been finalised as at April 2016.

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

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

## **1.2 Object and personnel concerned**

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

## **1.3 Legal status**

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

The Severance Pay Scheme may sue and be sued via its Board. The agreed venue in all cases is Oslo, which is accepted by

joining the Severance Pay Scheme or by claiming an AFP pension.

## **2.0 COLLECTIVE CONDITIONS**

### **2.1 The enterprises encompassed by the Scheme**

The Scheme encompasses the following enterprises:

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

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

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

## **2.2 Joining/withdrawing from the Severance Pay Scheme**

An enterprise becomes a member of the Scheme from the time the collective wage agreement that includes the LO/NHO appendix on the Severance Pay Scheme, enters into force. The relevant collective wage organisation is responsible for registration and for checking that the conditions for membership are satisfied.

Enterprises that have become members must remain members for as long as the conditions for membership pursuant to the collective wage agreement exist. In the event of termination of the collective wage agreement during the agreement period, the obligation to pay premium to the Severance Pay Scheme will nonetheless apply until the end of the collective wage agreement period. However, this will not apply to enterprises that are voluntary members of the Scheme – see 2.1, e, above – they can withdraw from the Scheme with immediate effect. Premium will be payable up to the date of withdrawal.

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

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

## **3.0 INDIVIDUAL CONDITIONS**

### **3.1 Required period of membership**

An employee must have been a member of the Scheme for the last three months before notice of termination was given. If employment ceases owing to disablement or chronic disease, the person must have become a member of the Scheme before the leaving date – see 3.5 below.

### **3.2 Age and seniority requirements**

To be entitled to severance pay, the employee must have turned 50 years of age before the leaving date, but not yet have reached the age of 67, and not be entitled to the early retirement pension (AFP), and, in addition the employee must:

- a) have been employed by the same enterprise for at least 10 consecutive years, or
- b) have been employed by the enterprise for a total of 20 years, of which the last 3 are consecutive years, or
- c) have been a member of the Severance Pay Scheme for at least 15 consecutive years immediately before the leaving date, or
- d) have worked in a trade that comes under the agreement for the construction trades, the collective agreement for building trades and electric fitters for a total of 20 years – the last 5 of which were without interruption. At the time of applying the employee must be employed by an enterprise that is encompassed by the Severance Pay Scheme. The seniority required under this item must be certified by the employer(s) and/or NAV (the Norwegian Labour and Welfare Organisation), if necessary supplemented by information from the trade union/federation. If

retirement is not due to disablement or chronic disease, a further condition is that he or she has received unemployment benefits for at least three months without having been offered suitable employment.

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

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

### **3.3 Re dismissal, sickness, etc.**

Employees who are dismissed from their jobs – wholly or partly – owing to production or workforce reductions, winding up or bankruptcy, are entitled to severance pay.

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

Employees who are granted a disability pension are entitled to severance pay.

Severance pay may be granted to employees who are receiving interim payments, provided that the Severance Pay Scheme

accepts that the person is suffering from a chronic disease and that it is improbable that the applicant will return to his or her earlier occupation in the foreseeable future. For deciding this the Severance Pay Scheme may request that documentation be produced, including satisfactory medical certificates and documents in proceedings relating to the application for and granting of interim payments showing that the applicant is incapable of continuing in his/her occupation or other suitable work in the enterprise, see 3.4 below.

### **3.4 Other suitable work etc.**

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

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

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

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

In the event of a merger or transfer of a business that comes under Chapter 16 of the Working Environment Act, the acquiring

enterprise (new employer) will become a member of the Joint Scheme and be obliged to pay premium. Nevertheless this will not apply if the new employer exercises the right to opt out, as sanctioned by the Working Environment Act, § 16-2, second paragraph.

### **3.5 Determining the leaving date**

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

When employment is terminated owing to disablement or chronic disease, the leaving date shall be counted as six months after the last physical working day for full retirement from working life, and six months after the last day in an ordinary position for partial retirement from working life.

### **3.6 Conditions for right to new severance pay**

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

### **3.7 Death and severance pay**

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

### **3.8 Early retirement pension (company-based) and AFP**

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

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

In cases where the original AFP pension is paid out pending a disability pension, the employee will as a general rule not subsequently be entitled to severance pay. If the AFP supplement has not been paid out for more than six months, the right to severance pay can be re-instated by repaying the AFP supplement paid out.

## **4.0 AMOUNT OF SEVERANCE PAY**

### **4.1 Rates of severance pay**

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

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

### **4.2 Retirement age less than 67 years**

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

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

## **5.0 REDUCTION OF AMOUNT OF SEVERANCE PAY**

### **5.1 Part-time workers**

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

### **5.2 Retaining part of a position**

If dismissal relates only to part of a position - compulsory reduction of both working hours and pay, the severance pay shall be reduced accordingly. The proportional job loss will form the calculation basis.

Severance pay shall be reduced for employees who are compelled to reduce their occupational activity owing to disablement/chronic disease, but who continue to work, combined with a reduced disability pension. The calculation shall be based on the proportional job loss.

### **5.3 Leaving date less than one year before ordinary retirement age**

If the leaving date is less than one year before ordinary retirement age for the position, the severance pay plus national insurance benefits such as rehabilitation benefits, disability pension, pension for bereavement, early retirement pension or unemployment benefits, shall not exceed the pay the employee would have

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

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

## **6.0 PROCESSING APPLICATIONS**

### **6.1 Filing an application**

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

Both employer and employee are under obligation to furnish the information necessary to decide on the application.

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

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

### **6.2 Time bar – deadlines**

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

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

### **6.3 Appeals**

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

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

### **6.4 Confidentiality**

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

The duty to maintain confidentiality also concerns technical appliances and procedures, as well as operating or business

matters concerning which, for the person concerned, secrecy is desirable for competitive reasons.

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

## **7.0 PAYMENT**

### **7.1 Payment to applicant**

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

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

In cases where the severance pay is to be paid by the enterprise itself – see subsection 7.2 – but the enterprise fails to effect payment as intended, the employee is entitled to payment direct from the Severance Pay Scheme. In such event the Scheme subrogates to the employee's claim on the enterprise.

### **7.2 Payment from the enterprise**

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

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

### **7.3 Payment to next of kin after death of applicant**

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

### **7.4 Repayment of severance pay wrongfully paid out**

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

## **8.0 PAYMENT OF PREMIUM ETC.**

### **8.1 Premium**

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

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

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

## **8.2 Payment of premium**

The premium shall be paid quarterly to the Severance Pay Scheme.

## **8.3 Responsibility for payment of premium**

Regardless of whether a demand is received or not, the employer is responsible for payment of the stipulated premium.

## **8.4 Consequences of failure to pay premium etc.**

If the enterprise fails to pay the premium due, the demand will be sent for debt recovery after one reminder has been sent.

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

# **9.0 ADMINISTRATION AND DECISION-MAKING POWERS**

## **9.1 The Board of the Severance Pay Scheme**

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

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

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

## **9.2 Duties of the Board**

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

The Board shall establish plans and budgets for the activities of the Scheme.

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

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

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

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

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

### **9.3 Board meetings**

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

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

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

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

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

## **9.4 Daily management**

The Severance Pay Scheme shall have a CEO (chief executive officer) to manage everyday business. The CEO shall be appointed by the Board. The Board may adopt a job description for the CEO.

## **9.5 Representation**

The Board represents the Severance Pay Scheme in external affairs.

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

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

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

## **9.6 Competence**

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

to the CEO or other persons performing work for the Severance Pay Scheme.

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

## **9.7 Confidentiality**

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

Resolutions adopted by the Board do not come under the obligation to maintain secrecy, unless otherwise provided in the first paragraph or decided by the Board.

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

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

## **9.8 Severance Pay Scheme**

The Board may decide that the Severance Pay Scheme's administration shall undertake the administrative tasks of the Severance Pay Scheme. In that event the administration shall serve as the secretariat for the Severance Pay Scheme and handle administration of the Severance Pay Scheme. The CEO of the

Severance Pay Scheme shall also be CEO of the Severance Pay Scheme's administration.

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

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

The Board may give powers pursuant to 9.5, to board members or employees of the Severance Pay Scheme's administration.

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

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

## **9.9 Auditor**

The Board shall appoint a state-authorized auditor for the Severance Pay Scheme. The auditor shall have access to all information that is necessary for performance of his work.

## **10.0 PLACEMENT OF MONIES BELONGING TO THE SEVERANCE PAY SCHEME**

### **10.1 Asset management**

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

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

Assets shall be managed in a proper manner.

# **Appendix 6 – Agreement on an Education and Development Scheme, LO/NHO**

## **AGREEMENT**

on an Education and Development Scheme established by  
The Confederation of Norwegian Enterprise (NHO)  
The Norwegian Confederation of Trade Unions (LO)

(Last amended in 2011)

### **§ 1**

#### **Object**

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

### **§ 2**

#### **Instruments**

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

1. provide modern training for shop stewards, with special emphasis on productivity, the environment, economics and cooperation issues,

2. provide training for management personnel and employees in the same fields as mentioned under item 1,
3. prepare, organise and develop training measures,
4. contribute through various measures to the creation of greater economic value, and
5. promotion of good cooperation within the individual enterprises.

### **§ 3**

#### **Financing**

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

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

The enterprises pay premiums on a quarterly basis in arrears in accordance with the following monthly rates.

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

Employees that are covered by the Basic Agreement between LO and NHO for workers are obligated, as part of the financing scheme, to pay NOK 3.25 per week.

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

## **§ 4**

### **Collection of premiums**

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

## **§ 5**

### **Administration**

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

## **§ 6**

### **Application and distribution of the funds**

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

organisations. Special by-laws shall be drawn up for the activities of these committees.

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

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

## **§ 7**

### **Accounts and annual report**

The financial year for the Scheme shall be the calendar year. Annual accounts shall be drawn up at the end of each financial year and shall be audited by a state-authorized public accountant. The accounts shall be sent to LO and NHO together with the annual report.

## **§ 8**

### **Dissolution**

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

## **§ 9**

### **Entry into force**

This Agreement enters into force on 1 October 1970 and shall apply until the first ordinary collective wage revision after expiry of the Basic Agreement. The agreement shall thereafter follow

the ordinary collective wage agreement periods with any revisions in connection with the spring bargaining.

Notes:

The NHO representatives on the Board stated that it was assumed that the same agreement would be made with organisations outside LO with which collective wage agreements were made, corresponding to those with unions in LO. In this connection it will be necessary to discuss the practical implementation in greater detail with regard to collecting fees as well as the distribution of the funds.

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

# **Appendix 7 – Collective agreement on pensions (AFP), LO/NHO**

## **Agreement on a new AFP scheme**

### **I Introduction**

The early retirement pension scheme (AFP) was established in connection with the 1988 wage settlement. For the purpose of giving employees of enterprises bound by the collective wage agreements, an opportunity of early retirement – on certain conditions – before reaching the national insurance retirement age.

The Storting decision regarding a new national insurance pension system from 2010 (postponed to 2011), presupposed that other parts of the pension system would be adapted to the new national insurance system.

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

The parties have accepted the Government's standpoint that AFP should continue in the form of a neutral, lifelong addition to the national insurance retirement pension. Initially this can be taken out from the age of 62 at the retiree's option. The monthly payments will be reduced if the pension is taken out early and will

increase the later it is taken out. The new AFP scheme can be combined with earned income without the AFP pension being reduced. With this system, AFP, combined with the new national insurance retirement system, will contribute towards achieving the principal aims of the pension reform.

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

## **II By-laws**

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

These by-laws contain detailed rules for both the original and the new AFP scheme. The enterprises concerned must at all times keep themselves updated regarding the duties of the enterprise. The by-laws also contain some special rules that may result in certain employees not being entitled to AFP.

The by-laws that are in force at any given time can be found at [www.nyafp.no](http://www.nyafp.no).

## **III Original AFP scheme**

The original AFP will be paid to employees who have filed an application for such a pension by 31 December 2010 when they

satisfy the conditions that apply on the date of implementation. The last implementation date for original AFP is 1 December 2010. The original AFP will run until the month in which the retiree turns 67.

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

#### **IV New AFP scheme**

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

Before reaching the age of 70 the new AFP must be taken out with the national insurance retirement pension.

#### **V. Conditions for entitlement to new AFP (main points, see also the by-laws)**

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

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

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

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

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

## **VI. Level of pensions in the new AFP scheme**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VIII.**

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

# **Appendix 8 – Holidays etc.**

## **Introduction**

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

## **A. Flexibility**

The following provisions shall be inserted in all agreements:

- a) "Whenever the local parties so agree, company-adapted systems that do not conform with the collective agreement rules regarding working hours and remuneration for same, may be adopted on a trial basis. Such systems must be submitted to the union and the national association for approval."
- b) "Time worked may be calculated on the basis of average time in accordance with the rules of § 10-5 of the Working Environment Act (Norway). The parties to the collective wage agreement may contribute towards establishment of such agreements."
- c) "Individual needs may exist for differentiated working hours systems, leisure time, etc. Such systems may be agreed upon with the individual employee or the shop steward, for example

in the form of calculated average working hours or a time account system. Agreements made with the shop stewards will take precedence over individual agreements."

## **B. Collective Agreement Holiday Rules**

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

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

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

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

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

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

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

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

2000 will be set at 11.1%

2001 will be set at 12.1%

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

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

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

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

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

5. The employee is entitled to claim that the total collective agreement portion of the holiday be taken within the holiday year, see Holidays Act, § 7, 2, so that he/she has one full week's holiday. The central organisations urge the parties to place the collective agreement holiday so that the demand to productivity is met to the greatest possible extent, for example

in connection with Ascension Day or the Easter, Christmas and New Year holidays.

6. By written agreement between the enterprise and the individual employee, all or part of the collective agreement portion of the holiday may be transferred to the next holiday year.
7. For shift workers, the collective agreement holiday shall be adjusted locally so that, after full implementation, it constitutes 4 worked shifts.

**Notes:**

1. In collective agreements where holiday according to § 15 of the Holidays Act has already been introduced, the number of days shall not be increased as a result of introduction of the collective agreement holiday. The implementation and practical effectuation of the collective agreement holiday for the pertinent areas, shall be subject to further agreement between the parties.
2. For the offshore agreements (Nos. 129, 125 and 123), the holiday results in a reduction of 7.5 hours per holiday day. The parties agree that the holiday shall be taken in the off-duty period during the holiday year.

