

# **THE WHOLESALE AGREEMENT 2020-2022**

between

**Virke (the Enterprise Federation of Norway)**

and

**The Norwegian Confederation of Trade Unions**

**This is not an official version. If there is a conflict, the Norwegian  
version of the agreement shall apply.**

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THE WHOLESALER AGREEMENT VIKE/NORWEGIAN UNITED FEDERATION  
OF TRADE UNIONS 2020-2022

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## **PART A**

### **§1 SCOPE OF THE COLLECTIVE AGREEMENT**

The provisions of the collective agreement apply to employees who work in warehouses/goods distribution and in transport companies that are affiliated with the Virke, and where the collective agreement is invoked.

When the terms of the Main Agreement for the establishment of a collective wage agreement exist, this agreement can be applied as a wage agreement in a staffing company/temporary employment agency that is a member of Virke, and which has employees who are hired out and perform work within the operational area of this agreement, cf. first paragraph.

## **PART B WORKING HOURS**

### **§2 ORDINARY WORKING HOURS**

1. The ordinary working hours shall not exceed 37.5 hours per week, divided into 5 working days, unless objective reasons dictate otherwise. However, the parties at the individual company may agree on equalisation of working hours in accordance with Appendix 1 - Reduction of working hours as of 1 January 1987.
2. The daily working hours can, as ordinary time, be scheduled during the period between 07:00 and 17:00 in the first 5 working days of the week, and in the period between 07:00 and 14:00 on Saturdays. Refer also to §3.
3. On the day before Christmas, Easter, Pentecost and New Year, work will end no later than 12:00.

### **§3 STAGGERED WORKING HOURS**

1. Staggered hours refers to the period from 06:00 to 07:00 and from 17:00 to 19:00 in the first 5 working days of the week, and in the period from 06:00 to 07:00 on Saturdays.
2. Staggered working hours must have a duration of at least 7 days. Transition to staggered working hours must be given at least 7 days notice.
3. For staggered working hours, a supplement of 30% of the ordinary hourly wage per hour shall be paid

**§4 WORK FROM 04:00–06:00**

Working hours from 04:00 to 06:00 can be implemented by local agreement. For work during this period, a supplement shall be paid per hour at 100% of the wage that applies at any given time. Work during this period shall be limited to the preparation of work for the main workforce. Picking cannot be scheduled under this provision.

**§5 SHIFT**

**§5(1) SHIFT ARRANGEMENTS**

It is possible to use 2-shift and 3-shift arrangements. The working hours for shift work are set out in appendix 1.

**§5(2) SCHEDULING THE WORKING HOURS**

1. For 2-shift work, the shift work on the first 5 working days of the week can be scheduled between 06:00 and 24:00, and on Saturday and the day before a public holiday, between 06:00 and 18:00, except on the day before Christmas, New Year, Easter and Pentecost, when the work must end no later than at 15:00.
2. For 3-shift work, the shift work on the first 5 working days of the week can be scheduled between 00:00 and 24:00, and on Saturday and the day before the public holiday between 06:00 and 18:00, except on the day before Christmas, New Year, Easter and Pentecost, when the work must end no later than at 15:00.
3. Shift work can start before 06:00 and after 22:00 if the parties at the individual company have entered into a written agreement to that effect.

**§5(3) SHIFT ALLOWANCE**

1. For 2-shift work, a 20% surcharge shall be paid for all hours worked. For 3-shift work, a 30% supplement shall be paid for all hours worked. The percentage basis is the current wage applicable at any given time.
2. For workers who are temporarily assigned to shift work, overtime percentages shall be paid for work performed outside ordinary working hours when the shift time does not extend beyond 2 shifts. If less than 48 hours notice is given, overtime percentages shall be paid as mentioned for the shift work that falls within these 48 hours.

**§5(4) SHIFT SCHEDULE**

1. When initiating shifts, the employees' shop stewards shall be consulted in advance. Minutes shall be prepared after the meeting.

2. The shift plan shall be determined in accordance with the Working Environment Act (AML) §10(3).
3. The shifts in a 2-shift schedule are assumed to alternate every week between morning and afternoon. The shifts in a 3-shift schedule are assumed to alternate every week in a combination of morning shifts, afternoon shifts and night shifts.
4. When the parties at the company agree on it, other arrangements can be implemented.
5. Notice of a change in working hours shall be issued as early as possible and with at least 14 days notice.
6. Shift work that is started must have a duration of at least 14 days.

## **§6 OVERTIME**

### **§6(1)**

1. Overtime work can be used to the extent allowed according to §10(6) of the AML. Overtime work should be kept to a minimum and not exaggerated by or for the individual worker.
2. From ordinary working hours until 21:00, a 50% supplement shall be paid, and then a 100% supplement until 07:00 for employees on ordinary daytime hours, and until 06:00 for employees with staggered working hours. A 100% supplement shall also be paid on days before Sundays and public holidays, after normal working hours, and on Sundays and public holidays.
3. Regarding statutory breaks, refer to §10(9)(2) of the AML.
4. The calculation basis for the overtime supplement is the wages applicable at any given time.
5. A commenced half an hour is counted as half an hour.

#### **Note:**

*In the event that the working hours schedule means that certain working days are time off work, work on these days by employees who should have been off, shall be paid with a 50% supplement. However, in cases where the wage agreement contains a provision for a 100% supplement for overtime work on Sundays and public holidays and the days before such days, a 100% supplement shall be paid after 12:00 on Saturdays and after 16:00 on the other days of the week.*

### **§6(2) OVERTIME FOR APPRENTICES**

For apprentices, the calculation basis for overtime pay is the company's minimum wage (starting wages).

**§6(3) OVERTIME ON SHIFTS**

1. For overtime on shifts, a 50% supplement is paid after ordinary shift working hours. On days before Sundays and public holidays, after ordinary working hours, and on Sundays and public holidays until the last public holiday at 22:00, a 100% supplement will be paid. For 1 and 17 May, a 100% supplement will be paid from 21:00 the day before.
2. Shift workers who work overtime before or after the shift shall have the ordinary overtime percentages in addition to the shift percentages for their shift. This provision shall in no case entail that the sum of shift and overtime supplements exceeds 150%.

**§6(4) SUMMONS**

Two hours' wages will be is paid if an employee who is specially summoned arrives during ordinary working hours and does not have to work anyway. If the employee is required to wait, hourly wages will be paid from the beginning of the waiting period until the work is started or it becomes clear that the person in question is not required to work anyway. If, after a special summons, an employee arrives on a Sunday or public holiday or at other times outside of ordinary daytime hours, the employee shall be paid for at least 3 hours, calculated according to the stipulated hourly payment that applies until 21:00.

**§6(5) FOOD ALLOWANCE**

1. Employees who have worked ordinary daytime hours and who, on the same day, are summoned for overtime work in connection with the end of ordinary working hours, will be paid, if the company does not provide food, NOK 90.00 in food allowance if the overtime work lasts at least 2 hours.
2. In the case of overtime work that will last longer than 5 hours, it is assumed that the company provides additional food service, or that an amount is agreed to cover food expenses.

**§7 COMPANY-ADAPTED WORKING HOURS SCHEME**

The local parties can enter into an agreement on a company-adapted working hours scheme. If one of the parties so requires, negotiations shall be initiated to reach an agreement without undue delay. In case of disagreement, either of the local parties can request that the central parties assist in the negotiations. The parties undertake to take account of the nature of the work. The scheme shall be based on the following principles:

Working hours can be set up as a company-adapted working time scheme for all or groups of the workforce, based on the need for labour at different times of the day.

Work in such a scheme can be scheduled for all days of the week between 00:00 and 24:00.

All work performed outside 07:00 to 17:00 Monday to Friday and 07:00 to 14:00 on Saturday, shall be scheduled for such a company-adapted working time arrangement, unless the parties locally agree otherwise.

Work during the period between 17:00 and 07:00 shall, as far as possible, alternate between all employees within the working area.

Start time for the individual working hours can not be scheduled in the period from 24:00 to 04:00.

Transition to such a working hours scheme shall apply for a minimum of 60 days after advance notice of 30 days. Shorter deadlines can apply by local agreement.

Notice of a change to the working hours schedule in a company-adapted working hours scheme, shall be issued as early as possible and with at least 14 days notice.

**For work as described above, the following supplements will be paid:**

**Monday - Friday**

For work during this period 17:00 to 22:00, a supplement shall be paid per hour at 50 % of the wage that applies at any given time. For work during the period 22:00 to 07:00, a supplement shall be paid of 60 % of the wage that applies at any given time.

**Saturday - Sunday**

For work on Saturday and Sunday, the following supplements will be paid:

Saturday 00:00 to 07:00: 60% of the wage applicable at any given time

Saturday 07:00-14:00: 50 % of the wage applicable at any given time

Saturday 14:00-18:00: 60% of the wage applicable at any given time

Saturday 18:00 - Sunday 22:00: 100 % of the wage applicable at any given time

Sunday 22:00 - Monday 06:00: 60% of the wage applicable at any given time

**Reduction of working hours**

The length of the weekly working hours follows from Appendix 1 to the collective agreement.



What applies to shifts pursuant to Appendix 1 applies correspondingly to comparable company-adapted working hours arrangements pursuant to this paragraph's no. 4.

#### **Overtime remuneration**

Overtime rates are calculated based on the wages that apply at any given time.

Monday to Friday, 07:00 - 21:00, and Saturday, 07:00 - 14:00: 50%.

Other times: 100%.

#### **Termination of negotiated agreements**

Agreements under this scheme that are negotiated between the parties locally, may be terminated in accordance with the provisions of the Main Agreement's chapter. V Special agreements.

All agreements in accordance with the above shall be sent to the central parties for advisement.

**PART C WAGES AND OTHER PAYMENT PROVISIONS**

**§8 WAGE REGULATIONS**

**§8(1) MINIMUM WAGE/GUARANTEE WAGE FROM 1 APRIL 2020**

1. Adult workers over the age of 18:  
NOK 8,797.13 per week  
Currently corresponding to NOK 234.59 per hour (37.5 hours/week)
2. Working foremen and mechanics:  
NOK 8,923.13 per week  
Currently corresponding to NOK 237.95 per hour (37.5 hours/week)
3. Skilled workers  
  
Skilled workers with a relevant public certificate of apprenticeship shall receive a supplement of NOK 9.50 per hour on the wages that apply at any given time. A certificate of apprenticeship supplement shall be paid from the 1st of the month after passing the trade test.
4. Young workers  
  
Young workers between the ages of 16 and 17 shall be paid 70% of the wages for adult workers, i.e. NOK 164.21 per hour.  
  
Young workers between the ages of 17 and 18 shall be paid 80 % of the wages for adult workers, i.e. NOK 187.67 per hour.
5. Temporary staff  
  
Temporary employees, cf. §14(9) of the Working Environment Act, NOK 234.59 per hour.

**§8(2) PERMANENT EMPLOYEES**

**1. LOCAL NEGOTIATIONS**

Substantive wage negotiations shall be conducted annually

The fixed wage rates are minimum wage rates. It must be possible to supplement the minimum wage according to seniority, skill and practice. During the collective agreement period, wages are adjusted once a year as of 1 April, if the parties do not agree on another date.

**2. PIECE-RATE WORKERS AND EMPLOYEES WITH OTHER WAGE SYSTEMS**

The minimum wage rate applies here as a guarantee rate, below which no one can be paid.

During the collective agreement period, an annual assessment is conducted of the basis for the piecework or wage system that is practised.

**3. THE BASIS FOR IT ANNUAL ADJUSTMENT/ASSESSMENT**

The basis must be the company's finances, productivity, profitability and future prospects.

Adjustment/assessment occurs after prior negotiations/discussions between the company's management and the employees' shop stewards.

**4. PARENTAL LEAVE**

In connection with the local wage negotiations, the company must also carry out a wage assessment of employees who are absent due to parental leave.

**5. PREPARATION AND CONDUCT OF LOCAL NEGOTIATIONS**

The central parties refer to Appendix 10, which can be used where the local parties do not agree on something else.

**6. VIOLATION OF THE OBLIGATION TO CONDUCT LOCAL NEGOTIATIONS**

In the event of disagreement as to whether substantive local negotiations have taken place, each of the parties may demand a dispute meeting pursuant to §3.3 of the main agreement.

If the parties do not reach agreement during the local wage negotiations, shop stewards can implement stops in all overtime and additional work beyond the individual member's agreed working hours. The parties may request assistance from the central parties. The company must have at least 31 days notice before the measures can be implemented.

**7. WAGE GUARANTEE**

The minimum wage rates in the collective agreement are adjusted annually on 1 April. The basis is statistics for trade in goods and is calculated in an agreed manner between Virke and the Norwegian United Federation of Trade Unions from the previous year. The statistical basis used for the calculations is employees covered by the Wholesaler Collective Agreement Virke (Grossistoverenskomsten Virke).

Supplements according to the wage guarantee are calculated on the basis of:

Year	2021	2022	2023	2024	2025
Agreed monthly wage	100%	100%	100%	100%	100%
Weighted share of irregular supplements and bonus	80 %	60 %	40 %	20 %	0 %

The minimum wage must be at least 90% of the level on the basis mentioned above.

### **Wage guarantee scheme with effect for the first time on 1 April 2026**

*The parties have agreed to appoint a joint committee to design the wage guarantee scheme from 2026.*

In the event of any dispute over the statistical basis or in the event of extraordinary situations, the parties will jointly appoint a neutral party to decide the issue.

Regarding the adjustment of the minimum wage in 2021, a new minimum wage rate will apply from 1 April 2021.

## **§9 WAGE SYSTEMS**

### **§9(1) LOCAL WAGE SYSTEMS**

The parties can locally enter into agreements for other wage systems. Refer in this connection to Supplementary Agreement VI and VII to the Main Agreement. Local wage systems must be approved by the collective bargaining parties before they are implemented.

### **§9(2) PIECEWORK**

In the case of piecework, refer to the provisions in Supplementary Agreement III to the Main Agreement.

**§10 SPECIAL PROVISIONS**

**§10(1) DRIVER SUPPLEMENT**

When the company requires that the driver must have a driver's license to be able to drive a vehicle with a total weight of more than 3,500 kg, the driver shall receive a supplement of NOK 180 per week.

**§10(2) FORKLIFT DRIVER SUPPLEMENT**

1. Permanently employed forklift drivers who operate forklifts with a lifting weight of more than 2 tonnes and a lifting height of 4 metres, and who must have a driver's license and forklift driver's license, shall receive a supplement of NOK 56 per week.
2. When the company requires that the forklift driver must have certificates entitling them to drive a forklift with a lifting capacity of more than 10 tonnes, or the person in question must by law and regulations have an extended driver's license in addition to the forklift driver's license, he shall receive a supplement of NOK 105 per week.
3. No one can receive both supplements.

Minutes entry: Any local agreements are not affected by the change in this provision.

**§10(3) FREEZER ROOM SUPPLEMENT**

When employees are put to work in a freezer room, where the temperature is minus 15 degrees or lower, a supplement shall be paid of NOK 7 per hour as long as this work is in progress. The prerequisite is that the work lasts continuously for 1 hour or more.

**§10(4) REMUNERATION FOR PUBLIC HOLIDAYS AND 1 AND 17 MAY**

1. As agreed between the main organisations:
  - For permanent employees – A-scheme, Appendix 6
  - For temporary employees - B-scheme, Appendix 7
2. With regard to the A scheme, the parties agree that remuneration based on average earnings only applies to the group of workers at the company who have varying incomes.

**§10(5) BREASTFEEDING**

Women who breastfeed are entitled to the free time required for that reason, and at least half an hour twice a day, or she can demand that her working hours are

reduced by up to one hour per day. Payment for this is limited to a maximum of 1 hour per day, and ceases when the child is 1 year old.

**§10(6) DISABILITY**

For workers whose ability to work is reduced, their wages are determined by agreement between the company manager, the worker and one of the employees' shop stewards.

**§10(7) WAGES SENIORITY IN CONNECTION WITH COMPULSORY MILITARY SERVICE**

National service must be credited as wages seniority when employed in the first position after completing service.

**§10(8) WAGES SENIORITY IN EVENT OF CARE LEAVE**

An employee who has leave absence in connection with pregnancy/birth or adoption, earns wages seniority during the period in which he or she is entitled to maternity/paternity benefit or adoption allowance in accordance with the National Insurance Act, chapter. 14.

**§10(9) PAY DAY**

Wages shall be paid and trade union dues deducted with reference to Appendix 5 to the agreement. This shall not prevent other schemes from being agreed at the company. If pay day falls on a day off, the wages (possibly an on-account amount) shall be paid 2 days prior to the day off.

**§11 WORKWEAR**

1. The company shall provide employees with 2 (two) sets of workwear per year.
2. 1 (one) set of workwear means coveralls or overalls, trousers with a jacket or warehouse coat. The provisions shall not preclude more frequent replacement due to accidents.
3. Employees who work outside in the winter or in an unheated store/warehouse shall be provided with a thermal insulation suit if necessary. The same applies for rainwear, gloves, mittens and hats.
4. Washing/cleaning of workwear shall be provided by the company. Where this is not practically feasible, the individual shall be paid NOK 10 per week in washing/cleaning allowance.
5. Personal protective equipment and protective footwear shall be provided for the employee as necessary, cf. §3(2)(2) of the Working Environment Act. Local arrangements regarding workwear can be maintained.

6. The workwear shall be provided to the employee upon employment. The workwear is the company's property and must be returned when replacing old/used clothes.

## **PART D OTHER PROVISIONS**

### **§12 DRIVING WITH CARS – LOADING AND UNLOADING**

The company must ensure that the driver receives adequate assistance for loading and unloading. It is the company's responsibility to apply for a permit for stopping for loading and unloading in places where such stopping may be prohibited.

### **§13 APPRENTICES AND CANDIDATES FOR EXPERIENCE-BASED TRADE CERTIFICATION**

1. The United Federation of Trade Unions and Virke shall individually and jointly contribute to increasing the number of apprentices in the distribution of goods. Employees should be encouraged to take certificates of apprenticeship as candidates for experience-based trade certification in accordance with §3(5) of the Education Act. Conditions should be arranged for the individual employee to achieve the necessary all-round practice to enter the scheme, and for the individual to be able to participate in the practical training.

To comply with this, the local parties shall jointly prepare training plans, so that facilitation and training takes place within a reasonable time and is adapted to the company's daily operations.

2. Apprentices are employees in the apprenticeship companies with the rights and obligations that follow from laws and collective agreements. With regard to the end of the apprenticeship, further work in the company after the end of the apprenticeship, etc., refer to the Education Act, chapter IV.

In those cases where the apprentice fails the first apprenticeship test, and this cannot be attributed to the apprentice's own circumstances, the company is encouraged to arrange for the continuation of the necessary work experience period for the completion of a new apprenticeship test. In the event of an extension, remuneration shall be paid at the last half-year rate. Refer also to the Education Act.

3. Apprentice wage:

3<sup>rd</sup> year – 40% of the minimum wage (the company's starting wages) plus the skilled worker supplement.

4<sup>th</sup> year – 60 % of the minimum wage (the company's starting wages) plus the skilled worker supplement.

Overtime supplement:

For apprentices, the calculation basis for the overtime supplement is the company's minimum wage (starting wage).



Shift supplement:

For apprentices, the calculation basis for the shift supplement is the apprentice's minimum wage (starting wage).

The company covers the costs of materials in connection with training in the company. The company pays ordinary wages for the apprenticeship test.

4. Candidates for experience-based trade certification:

All workers who meet the criteria for taking an apprenticeship test in accordance with §3(5) of the Education Act shall be offered training no later than one year after the criteria have been met.

For these employees, the company shall cover expenses for teaching materials and examinations, as well as ordinary wages for the examination.

## **§14 HOLIDAYS**

Holidays are granted in accordance with the Holidays Act and Appendix 2 on holidays regulated by contract.

Statutory extra holiday for older employees, cf. Holidays Act, §5 no. 2.

It is a prerequisite that the employee's wishes regarding taking the extra holiday are accommodated as far as possible.

However, the main organisations agree that extra holidays for older employees cannot be required to be taken at a time that creates significant difficulties for production, or for systematic taking of holidays by the company's workforce as a whole. Where this is the case, the company has the right to demand that the employee chooses another time for taking their extra holiday.

## **§15 TRAVEL PROVISIONS**

The company's travel provisions shall be used for travel in the company's service. If such regulations do not exist, the Government's travel regulations shall be used.

## **§16 WAGES DURING REFRESHER TRAINING**

1. Persons who have at least 6 months' employment in the company and who are ordered to perform compulsory refresher training limited to 4 weeks, shall be paid full wages less the remuneration they receive from the public sector, including family allowances.

2. The above provisions shall also apply to workers who are ordered to perform refresher training in the National Guard, the Civil Defence and the Police Reserve.
3. The same conditions apply to women who, after having previously been recruited, are summoned to a statutory repetition exercise.

## **§17 WAGES AFTER TERMINATION OF EMPLOYMENT IN THE EVENT OF DEATH**

Survivors who an employee has supported/had a duty to support, severance pay shall be paid wages after termination of employment corresponding to full wages for 2 months from the date of death. If the employer has taken out group life insurance, this shall replace the wages after termination of employment if the survivor is guaranteed at least the same amount.

Survivors are counted in the following order (irrevocably favoured in the order mentioned):

1. Deceased's spouse or registered partner. The person in question is not considered a spouse/partner if a judgement has been handed down or permission has been granted for separation, divorce or dissolution of the partnership, even if the decision is not legally binding.
2. Cohabitant. A cohabitant is a person the deceased lived with at the time of death and who, upon confirmation from the national population register, can document that the cohabitation relationship has existed for the last two years, or who has the same residence and joint children with an employee.
3. Children under 20 years of age.

If the company has a pension scheme that benefits the survivors or pays other benefits in connection with the death, the wages after termination of employment shall be reduced accordingly.

If insurance has been taken out, the company will advance an amount corresponding to 2 months' wages and enters into the insurance claim for the amount.

The right to wages after termination of employment applies when an employee who has been employed by the same company for at least 2 years, dies.

## **§18 SHORT COMPASSIONATE LEAVE**

### **§18(1) SHORT COMPASSIONATE LEAVE**

1. An agreement must be entered into at all companies, regarding short compassionate leave.

2. Short compassionate leave according to these rules means leave of absence for the necessary time, up to 1 day in duration, paid with ordinary wages, unless otherwise specifically stipulated in the individual paragraph.

**§18(2) THE SCHEME SHALL COVER AT LEAST THE FOLLOWING CASES OF COMPASSIONATE LEAVE:**

1. The employee is entitled to a total of 3 days' leave in the event of death and participation in a funeral, where it concerns an immediate family member.

Immediate family means persons who are closely related to the employee, such as a spouse/cohabitant/registered partner, child, step-child, sibling, parent, co-parent, parent-in-law, grandparent or grandchild.

Leave of absence for the funeral of an employee, such that the employees in his or her department may be represented.

2. Leave of absence for examination, treatment and check-ups by a dentist or doctor, and treatment by a physiotherapist or chiropractor after a referral by a doctor.

This relates to events where it is not possible to obtain an appointment outside of working hours. In some cases, the employee may also have to travel far. Such cases are not covered by the provisions, which apply only to short compassionate leave. In addition, the employee will in the latter case often be on sick leave.

3. Leave of absence for the remainder of the working day in cases where the employee must leave work due to illness.

4. Leave due to acute illness in the home.

This refers to acute illness in the home, provided that other means of assistance are not available, and the employee's presence in the home is essential. The provisions for short leave of absence also apply here in order that the employee can make other arrangements.

5. Leave of absence for the spouse/cohabitant/registered partner when necessary in connection with childbirth in the home or with admission to hospital.

6. Leave of absence when moving to a new permanent residence.

7. Leave of absence in connection with blood donation, if it is difficult to do this outside of working hours.

8. An employee is entitled to up to 3 days' leave of absence when it is required in order to be present when getting a child settled in kindergarten or school. The employee is entitled to ordinary wages for up to 2 days per child at the first school year, and for first-time habituation to kindergarten. Otherwise, the employee is entitled to ordinary wages for up to 1 day per child per year.

9. Leave of absence when parents are called to a parent-teacher meeting in primary school, and this cannot be scheduled outside of working hours. Such leave of

absence is granted for up to two hours. The need for leave must be notified no later than two weeks before the date of the parent-teacher meeting.

10. Leave of absence for draft board
11. A cohabitant means a person who has had the same residence as the employee for at least 2 years, and has been registered in the National Population Register at the same residence as the employee for the same period.
12. The parties at the individual company will reach a more detailed agreement regarding guidelines for practicing the scheme.

## **§19 LEAVE OF ABSENCE TO CARE FOR A CHILD**

1. An employee who has been employed for at least 1 year shall be granted parental leave according to the following rules:
  - a) For leave of absence in accordance with §12(3)(1) of the Working Environment Act (the right of the father/co-parent to 2 weeks' parental leave at birth), there is a right to wages during leave if the father/co-parent takes over the care of other children under 10 years of age or takes care of the mother and child after birth. Wages shall be paid within the framework of compassionate leave, cf. §18.
  - b) If the parents do not live together, another caregiver who lives with the mother on the same terms as the father/co-parent according to the rule above, is entitled to leave of absence.
  - c) Paid leave is limited to a maximum of two weeks. When calculating wages, the wage basis that exceeds 6 times the National Insurance basic amount shall be disregarded.

The provisions on paid leave apply for up to 12 working days per birth.

## **§20 ADVANCE OF SICK PAY**

Virke and the United Federation of Trade Unions recommends the local parties to review the basis for advance payment of sickness benefits where this is not done. The companies are not entitled to discriminate against employees in the company with regard to the advance payment of sickness benefits.

## **§21 COMPETENCE AND COMPANY DEVELOPMENT**

1. The United Federation of Trade Unions and Virke shall individually and jointly contribute to increasing the number of apprentices in the distribution of goods. Employees should be encouraged to take a trade certificate as a candidate for experience-based trade certification.

2. Competence and company development

Restructuring and stronger competition require strengthened competence development in the companies. Competitiveness presupposes a high level of professional qualifications among employees. The future of the company will depend on maintaining and developing the employees' qualifications. It will therefore be of great importance to companies, employees and society that the company has a high professional level.

3. Based on this, the parties agree on the following:

a) Mapping

The individual company should map and analyse the company's competence needs based on the company's business concept. Implementation of this work should, as far as possible, take place in co-operation between the local parties.

b) Training

Mapping of competency and competence requirements in the company forms the basis for training plans. The company should have a plan for competence development, and the training plans should, as far as possible, be implemented in collaboration between the local parties.

The company and the individual have a responsibility, individually and jointly, to attend to competence development. This can happen through e.g. the daily work, through the use of internal and external courses, self-study and conferences.

The company will cover the costs of internal and external training measures that it implements. In the event of mandatory participation in competence-enhancing courses/conferences outside of working hours under the auspices of the company/industry, the companies shall cover travel and subsistence costs as well as ordinary wages during the actual course/conference period. Such participation during the employee's working hours will take place without loss of earnings.

Refer also to Supplementary Agreement I and IX to the Main Agreement and to the regulations and guidance on internal control.

## **§22 EQUAL TREATMENT**

**§22(1)** The parties agree that it is a resource for working life that women and men are given working conditions and development opportunities that contribute to a more even distribution of women and men at all levels in the companies. The parties agree that it is important to continue working on this both centrally and locally.

**§22(2)** In their personnel policies, the companies shall ensure an equal treatment perspective in employment, wage grade, promotions and competence-enhancing continuing and further education.

**§22(3)** During the collective agreement period, the local parties should discuss issues relating to equal treatment and equal pay with a view to establishing a company-adapted equal treatment agreement.

The purpose of such an agreement is that employees, regardless of gender, shall be given the same opportunity for work and professional development, and be treated equally with regard to employment, wages, training and promotion.

**§22(4)** In connection with the possible establishment of an equal treatment agreement and as a basis for equal treatment work in the companies, Virke and the United Federation of Trade Unions would, among other things, highlight that:

- Equal treatment is a management responsibility
- Equal treatment requires strong participation from both the shop stewards and employees, and from the management
- The working environment is a contributing factor in promoting the goal of equal treatment
- Equal treatment efforts should be discussed and followed up in established cooperation forums in the company

## **§23 USE OF HIRED LABOUR**

**§23(1)** When hiring employees from staffing companies/temporary employment agencies, §14(12) of the Working Environment Act applies. When hiring employees from companies that are not set up to hire out staff, §14(13) of the Working Environment Act applies.

**§23(2)** Employees in staffing companies/temporary employment agencies shall, as long as the employment relationship lasts, have the same pay and working conditions as apply in the hiring company in accordance with §14(12)(a) of the Working Environment Act, (proposal in Government Bill 74L).

The provision entails that pension is not covered by the principle of equal treatment.

If the staffing company/temporary employment agency is not bound by an agreement between the Norwegian Confederation of Trade Unions (LO) and an employers' association, appendices 2, 3, 4, 5, 6 and 9 do not apply.

**§23(3)** The hiring company undertakes to provide the staffing company/temporary employment agency with the necessary information so that the condition of equal treatment that follows from section 2 can be met, as well as to oblige the staffing company/temporary employment agency to comply with this condition.

At the request of the shop stewards, the company must document the wages and working conditions that apply at the staffing company/temporary employment agency when hired employees are to work within the scope of the collective agreement.

**§23(4)** The Main Agreement chap. 4 also applies in relation to hired staff with the following exceptions: If the hiring company is bound by the Main Agreement between LO and Virke, disputes about the hired staff's wages and working conditions are a matter between the parties in the staffing company. Shop stewards and company representatives from the hiring company can, upon request, assist in the negotiations by providing information about the agreements in the hiring company.

If the staffing company is not bound by the Main Agreement between LO and Virke, shop stewards in the hiring company can raise issues with the hiring company regarding breach of the principle of equal treatment in section 2, so that the hiring company can clarify and possibly rectify the matter in accordance with §14(12)(c) of the Working Environment Act (proposal in Government Bill 74L).

Hired employees must be presented to shop stewards in the hiring company.

When discussing hiring, the local parties shall also discuss resources for shop steward work, cf. HA §4.4.1

**Note:**

*Sections 2, 3 and 4 shall be implemented at the same time as the amendments to the Act enter into force, cf. Government Bill 74L (2011-2012).*

**§24 ENTRY INTO FORCE AND REGULATORY PROVISIONS FOR THE SECOND AGREEMENT YEAR**

**§24(1) DURATION**

The agreement applies from 1 April 2020 to 31 March 2022 and further for 1 (one) year at a time if it is not terminated by one of the parties in writing with 2 (two) months notice.

**§23(2) ADJUSTMENT PROVISION FOR THE SECOND YEAR OF THE AGREEMENT**

Before the end of the first year of the agreement, negotiations shall take place between Virke and LO, or the body authorised by LO, regarding any wages adjustments for the second year of the agreement. The parties agree that the negotiations shall be conducted on the basis of the financial situation at the time of the negotiations and the prospects for the second year of the agreement, as well as trends in prices and wages during the first year of the agreement.

The changes in the collective agreements for the second year of the agreement will be considered in LO's Supervisory Board, or the body authorised by LO, and by Virke.

If the parties do not agree, the organization that has submitted claims can, within 14 (fourteen) days after the conclusion of the negotiations, terminate the individual collective agreements with 14 (fourteen) days notice (but not to expire before 1 April 2021).

\*\*\*

## **ENTRIES TO THE MINUTES:**

### **GENERAL**

1. Special financial benefits promised to the individual worker shall be maintained for as long as the employee continues in the same company.
2. If work ordered by the employer begins or ends outside the time that scheduled means of communication are in operation, the local parties shall ensure that local solutions are reached.

\*\*\*

### **Note:**

*The company's employment and personnel policy must be based on what is financially and operationally justifiable and is under the employer's managerial prerogative.*

1. *The parties agree that the introduction of more flexible operating and opening hours can help to reduce the need for temporary employment and part-time work.*
2. *The parties agree, as far as possible, to seek to avoid split working hours.*
3. *The parties agree that the industry may need temporary appointments, e.g. for seasonal fluctuations, cf., subject to §14(9) of the Working Environment Act.*
4. *Temporary workers are used for e.g. sick leave, leave of absence and holidays.*
5. *The parties agree that external terminal work shall be mainly based on full-time positions.*
6. *The parties agree that part-time employment shall be discussed locally, cf. §2F of the Main Agreement.*
7. *All things being equal, part-time employees shall be given preferential rights to full-time positions.*



**APPENDIX:**

Provisions set out in the following appendices apply to this agreement:

- Appendix 1: Reduction of working hours as of 1 January 1987
- Appendix 2: Contractual holidays etc.
- Appendix 3: Agreement on new AFP scheme
- Appendix 4: Sliterbilaget [early retirement protocol]
- Appendix 5: Agreement on an information and development fund
- Appendix 6: Remuneration for public holidays and 1 and 17 May (A-scheme)
- Appendix 7: Remuneration for public holidays and 1 and 17 May (B scheme)
- Appendix 8: Continuing and further education
- Appendix 9: Employees in temporary employment agencies
- Appendix 10: Local negotiations and local cooperation

Oslo, 25 September 2020

Bård Westbye /s/

Virke (the Enterprise Federation of Norway)

Peggy Hessen Følsvik /s/

The Norwegian  
Confederation of Trade  
Unions

Jørn Eggum /s/

The Norwegian United  
Federation of Trade Unions

*This agreement is approved electronically*

## APPENDIX 1

### REDUCTION OF WORKING HOURS AS OF 1 JANUARY 1987

From 1 January 1987, the following reduction of working hours was implemented:

1. To 37.5 hours per week:  
Daytime working hours.
2. To 36.5 hours per week:  
Regular 2-shift work that does not take place on Saturday evening or during a public holiday.
3. To 35.5 hours per week:
  - a. Work performed "mainly" at night.
  - b. 24-hour continuous shift work and "comparable" rota work.
  - c. 2-shift work and "comparable" rota work that is "regularly" conducted on Sundays and/or public holidays.
  - d. Working hours arrangements which entail that the individual must work at least every third Sunday and/or non-fixed public holiday.
4. To 33.6 hours per week:
  - a. Fully continuous shift work and "comparable" rota work.
  - b. Work during the day in mines.
  - c. Work with tunnelling and blasting of rock caverns during the day.
5. For those who have extended working hours due to emergency service or passive service in accordance with §10(4)(2) and (3) of the Working Environment Act, the extension shall take place on the basis of the collective agreement's number of hours.

## APPENDIX 2

### HOLIDAYS

#### INTRODUCTION

It is a key task for the parties to improve the companies' competitiveness. With the introduction of more leisure time, it is therefore a clear prerequisite that companies are given opportunities to offset the competitive disadvantages that this entails with greater flexibility. The employees, for their part, will also have different needs for diverging working hour arrangements based on different phases of life, working and living situations, etc. Increased flexibility, together with the fifth holiday week, could contribute to reduced sick leave and increased productivity.

#### A. FLEXIBILITY

- a) Where the parties locally agree to this, company-adapted schemes that go beyond the provisions of the collective agreement with regard to working hours and remuneration for this, may be implemented as a pilot scheme. Such schemes shall be submitted to the federation and national association for approval.
- b) It is permissible to calculate the average working hours in accordance with the rules in §10(5) of the Working Environment Act. The parties to the collective agreement can contribute to the establishment of such agreements.
- c) There may be individual needs for different working hours arrangements, leisure preferences, etc. Such schemes shall be agreed with the individual or the shop stewards, for example in the form of average calculated working hours or hourly account scheme. Individual agreements have priority after agreements entered into with the shop stewards.

#### **Note**

*Agreed and approved pilot schemes shall not, however, weaken collectively agreed remuneration.*

#### B. CONTRACTUAL HOLIDAYS

1. The extended holiday, 5 working days, cf. §15 of the Holidays Act, will be paid in advance by introducing the remaining part as a regulated scheme and is included as an appendix to all collective agreements.

Extra holidays of 6 working days for employees over 60 years of age is maintained, cf. the Holidays Act, §5 no. 2.

An employee may demand 5 working days off each calendar year, cf. the Holidays Act, §5 no. 1. If the contractual holiday is split up, the employee can only demand time off for as many days as the person in question should normally work during a week.

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

2. Holiday pay is calculated in accordance with §10 of the Holidays Act.

In connection with the introduction of the fifth holiday week, the general percentage rate for holiday pay shall be 12% of the holiday pay basis, cf. the Holidays Act, §10 no. 2 and 3.

If the authorities decide to extend the number of holiday days in the Holidays Act, it is a prerequisite for the parties that the above figures are used as a holiday allowance for the corresponding period.

3. The employer determines the time of the contractual holiday after discussions with the shop stewards or the individual employee at the same time as the determination of the ordinary holiday.

The employee may demand to be notified of the determination of the contractual part of the holiday as early as possible and no later than two months before the taking of the holiday, unless special reasons prevent this.

4. An employee may demand holiday time in accordance with this provision, regardless of earning holiday pay.

If operations are completely or partially stopped in connection with the taking of holidays, all the employees affected by the shut-down can be ordered to take holidays of the same length, regardless of earning holiday pay.

5. An employee may demand that the contractual part of the holiday shall be given as a contiguous period within the holiday year, cf. the Holidays Act, §7 no. 2, so that 1 week of continuous holiday is achieved.

The main organisations encourage the parties to place the contractual holiday so that the requirement for productivity is addressed to the greatest possible extent, for example in connection with Ascension Thursday, Easter, and the Christmas and New Year weekend.

6. By written agreement between the company and the individual, the contractual holiday can be transferred in whole or in part to the next holiday year.

7. For shift workers, the contractual holiday shall be adapted locally, so that after full implementation, this amounts to 4 worked shifts.

**Note**

*Part-time employees who work 3 days or less per week can demand that the contractual holiday shall be placed during non-working periods.*

## **APPENDIX 3**

### **AGREEMENT ON NEW AFP SCHEME**

#### **I INTRODUCTION**

The Contractual Early Retirement Pension (AFP) scheme was established in connection with the wage settlement in 1988. The purpose was to give employees in collective bargaining companies the option, according to more detailed rules, to retire with an early retirement pension before reaching retirement age according to the National Insurance scheme.

The Storting's (the Norwegian Parliament) decision on a new retirement pension in the National Insurance scheme from 2010 (postponed until 2011) required that other parts of the pension system were adapted to the new reform.

Against this background, LO and NHO and then other parties in the collective bargaining agreement in 2008, agreed that the AFP scheme existing at that time should be replaced by a new AFP scheme that was adapted to the regulations in the new retirement pension in the National Insurance scheme.

The parties have based their decision on the Government's position that AFP would be continued in the form of a neutral lifelong supplement to the retirement pension in the National Insurance scheme. The optional withdrawal date is generally from the age of 62, and the monthly pension payments are reduced for early withdrawals and increase for later withdrawals. The new AFP scheme can be combined with earned income without the AFP pension being reduced. With such a design, AFP will, together with a new retirement pension in the National Insurance scheme, contribute to achieving the key goals of the pension reform.

The state provides ongoing subsidies related to the AFP scheme to the employees/pensioners, corresponding to half of the benefit from the employers, excluding expenses for the compensation supplement, which is fully financed by the state.

#### **II STATUTES**

This agreement does not regulate in detail all the conditions, rights and obligations related to AFP. These is determined through the scheme's statutes, which are in turn determined by the board of the Joint Scheme for AFP scheme, and which are approved by the Ministry of Labour and Social Affairs pursuant to the AFP Supplementary Act of 2010.

Detailed rules for both the original AFP and the new AFP scheme are laid down in these statutes. Relevant companies must at all times keep up to date with regard to the obligations incumbent on the company. The statutes also contain certain special rules that may mean that the individual employee is not entitled to AFP.

The statutes in force at any given time can be found at [www.afp.no](http://www.afp.no).

### **III ORIGINAL AFP SCHEME**

Initially, AFP was granted to employees who have submitted an application for such a pension by 31 December 2010, and who met the conditions on the effective date. The latest effective date for the original AFP was 1 December 2010. The original AFP runs until and including the month in which the pension recipient turns 67 years old.

Anyone who has started withdrawing the original AFP (in whole or in part) cannot later demand withdrawal of a new AFP.

### **IV NEW AFP SCHEME**

The new AFP is granted to employees born in 1944 or later and who are granted AFP with effect from 1 January 2011. The scheme is established as a joint scheme in the private sector.

Before the age of 70, the new AFP may be taken out together with a retirement pension from the National Insurance scheme.

### **V. CONDITIONS FOR OBTAINING A NEW AFP (MAIN POINTS, REFER ALSO TO THE STATUTES)**

In order to obtain a new AFP, the employee must have been employed and an actual employee in a company covered by the scheme at the time of retirement and for the last three years before this date.

At the time of retirement, the employee must also have a pensionable income that, converted to annual income, exceeds the applicable basic amount in the National Insurance scheme, and have had an income above the average basic amount in the preceding income year.

Furthermore, an employee born in 1955 or later, must have been covered by the scheme by virtue of employment for at least 7 of the last 9 years before reaching the age of 62 (the seniority period), in one or more companies that were members of the Joint Scheme at the time the seniority was earned. For employees born in the period from 1944 to 1951, the seniority requirement is 3 of the last 5 years. For employees born in the period from 1952 to 1954, both figures are increased by one year for each year they were born after 1951. During the seniority period, the employment relationship must have been the employee's main occupation and have given the employee a pensionable income that is higher than the employee's other incomes.

Refer also the statutes ([www.afp.no](http://www.afp.no)) regarding special provisions on employment fractions, illness, temporary redundancy, leave of absence, employer's bankruptcy, other income, other occupational pension received, stand-by wages, ownership interest in the company, ownership interest in other business etc.

An employee who has a lower retirement age or age limit than 62 years cannot be covered by the scheme.

#### **VI. THE PENSION LEVEL IN THE NEW AFP SCHEME**

AFP is calculated at 0.314% of annual pensionable income up to and including the calendar year in which the employee turned 61, and up to a maximum limit of 7.1 G. Pensionable income is determined in the same way as when calculating income pension in the National Insurance retirement pension.

AFP is paid as a lifelong supplement to the old-age pension.

AFP is designed neutrally, so that it increases for later retirement. AFP does not further increase for retirement after 70 years of age. The same life expectancy adjustment as for retirement pension from the National Insurance scheme is used when calculating AFP.

Earned income can be combined with AFP and retirement pension from the National Insurance scheme, without any reduction in any of the benefits.

AFP is adjusted in the same way as income pension in a new retirement pension in the National Insurance scheme, during both accrual and payment.

#### **VII. THE NEW AFP SCHEME IS FINANCED AS FOLLOWS:**

The costs of AFP are financed by the companies, or parts of the companies, which are or have been affiliated to the Joint Scheme, and by the state making a contribution related to the individual pensioner.

The state provides subsidies to AFP. Until 31 December 2010, the rules apply that are set down in the Act of 23 December 1988 no. 110 and from 1 January 2011 the rules apply that are set down in the AFP Supplement Act.

Compensation supplements to the new AFP are covered entirely by the state.

The companies pay a premium to the Joint Scheme to cover the part of the expenses that is not covered by the state subsidy. Further provisions on premium payments are laid down in the statutes of the Joint Scheme for AFP scheme and in the decisions of the board of the Joint Scheme.

In the period 2011 to 2015, there will be people who receive the original AFP, and during this period, companies that were part of the original AFP scheme will have to pay a premium to this, as well as an excess for their own employees who have taken out the original AFP. Premiums and excesses are determined by the board of the Joint Scheme.

The companies must pay a premium for the new AFP for employees and others who have received wages and other remuneration that is reported under code 111-A in the Directorate of Taxes' code list. The premium rate is determined by the



board of the Joint Scheme. The premium shall constitute a percentage of the total payments from the company in accordance with the company's report on code 111-A. The company shall only pay premiums on the part of the payments to the individual employee in the previous income year that is between 1 and 7.1 times the average basic amount.

Premiums are paid for up to and including the year that the member of the scheme turns 61 years of age. The premium shall be paid quarterly.

#### **VIII.**

In addition to collective bargaining member companies in Virke, the agreement shall also be applied to companies outside Virke that have a collective agreement with unions affiliated to LO or YS.

## APPENDIX 4

### THE EARLY RETIREMENT SCHEME

between

The Norwegian Confederation of Trade Unions and the Confederation of  
Vocational Unions

#### §1 Background and objective

In the 2018 collective bargaining agreement, NHO, LO and YS agreed that the Unemployment Compensation Agreement between NHO and LO should be terminated and that available capital in the Unemployment Compensation Scheme should be transferred to a new early retirement scheme established by LO and YS (the Early Retirement Scheme).

The purpose of the Early Retirement Scheme shall be to provide an extra benefit to those who retire with AFP at the age of 62, 63 or 64, without simultaneously receiving earned income.

This protocol (the Early Retirement Protocol) replaces the protocol from the 2018 settlement

#### §2 Establishment

The Early Retirement Scheme was established between LO and YS as a separate legal entity. The Early Retirement Scheme is only liable for its own obligations. Through the establishment of the Early Retirement Scheme, LO and YS will fulfil their collective bargaining agreement obligation pursuant to §3.

LO and YS will agree, within the framework of this appendix, the more detailed rights and obligations for the individual employee vis-à-vis the Early Retirement Scheme.

The regulations that apply for the Early Retirement Scheme at any given time are available on the website of the Early Retirement Scheme, see [www.sliterordningen.no](http://www.sliterordningen.no).

The Early Retirement Scheme was established with effect from 01.01.2019. The Early Retirement Scheme can delegate the administration, in whole or in part, to the Joint Scheme.

From the same date, the Unemployment Compensation Scheme will be closed for accepting new payments and the premium obligation will cease. The Early

Retirement Scheme will continue until obligations entered into until 31.12.2018 have been paid.

The Early Retirement Scheme shall inform NHO of the changes made to the regulations related to the scheme.

### §3 Collective agreements with Early Retirement Protocol

LO and YS shall include the Early Retirement Protocol in all collective agreements with AFP entered into with NHO. LO and YS shall offer the Early Retirement Protocol included unchanged for all collective agreements with AFP that they have with Virke, Arbeiderbevegelsens Arbeidsgiverforening (AAF), Arbeidsgiverorganisasjonen for samvirkeforetak (SAMFO), Arbeidssamvirkenes Landsforening (ASVL), Glass- og fasadeforeningen (GF), Maskinentreprenørenes Forbund (MEF), the Norwegian Truck Owners Federation (NLF), the Norwegian Shipowners' Association (NR) and KA Arbeidsgiverorganisasjon for kirkelige virksomhet.

The Early Retirement Protocol may, with the consent of the Early Retirement Scheme, be included unchanged in collective agreements entered into between other collective bargaining organisations than those listed in the first section, when the agreement is listed on the AFP list. If the collective agreement had the AFP appendix on 31.12.2018, consent must be given.

In the private sector, LO and YS must include the Early Retirement Protocol unchanged in all direct agreements with AFP. This does not apply if another similar early retirement scheme has already been applied in the company. A company that has been signed up to another early retirement scheme by direct agreement may not be affiliated later with the Early Retirement Scheme by direct agreement.

The exceptions for AFP coverage and affiliation apply correspondingly to the Early Retirement Scheme.

### §4 Individual requirements

Early retirement supplements are paid to an employee born in 1957 or later, and is conditional on the employee

- being granted AFP from the Joint Scheme for AFP,
- being employed in a company affiliated to the Early Retirement Scheme at the time of retirement for AFP, and
- having had an average income for the last three calendar years before receiving the benefit, that does not exceed 7.1 G.

After withdrawal of the early retirement allowance, a gross annual income of up to NOK 15,000 is permitted. Higher income means that the Early Retirement

Supplement will cease entirely and that a new early retirement supplement cannot be granted.

The Early Retirement Scheme can adopt rules about what is meant by average income and what is meant by gross annual income, and can also adjust the income limit of NOK 15,000.

For the current rules for the right to an Early Retirement Supplement, refer to the website of the Early Retirement Scheme [www.sliterordningen.no](http://www.sliterordningen.no).

#### §5 Benefits

The full benefit corresponds to 0.25 G (basic amount in the National Insurance scheme) per year for persons born in 1963 or later. The benefit is graded as follows:

- When withdrawing at the age of 62, you receive the full benefit.
- When withdrawing at the age of 63, you get 2/3 of the full benefit.
- When withdrawing at the age of 64, you get 1/3 of the full benefit.

When withdrawing at the age of 65, no benefit is paid.

Persons born in 1957 receive 1/7 of the benefits mentioned in the first section, and those born

later receive an additional 1/7 of the benefits for each cohort up to the 1963 cohort.

The benefit ceases upon death or at the age of 80.

The benefits are adjusted in the same way as current payments from the National Insurance scheme and AFP.

#### §6 Financing

The early retirement scheme is financed by capital that is transferred to the scheme from the Unemployment Compensation Scheme, premiums from the companies and returns on the funds.

The companies shall pay premiums from 01.01.2019 up to and including 31.12.2023. The premium rates shall be equal to the rates that applied to the Unemployment Compensation Scheme on 31.12.2018. As of 01.01.2019, there will no longer be premiums paid to the Unemployment Compensation Scheme.

Premiums are calculated on the basis of the number of employees in the company that are covered by the Early Retirement Scheme. The premium rates per quarter are:

Working hours per week	Premium rates per month (13-67 years of age)
0–19 hours	NOK 12
20–29 hours	NOK 16
More than 30 hours	NOK 20

The Early Retirement Scheme lays down detailed rules on the calculation and collection of premiums. The parties agree that the quarterly premium should be converted so that it is calculated on the basis of the number of employees at the end of each month in the previous quarter.

The companies or NHO are not responsible for the liabilities of the Early Retirement Scheme.

#### §7 Change and liquidation

If the AFP scheme is changed and this affects the right to receive an early retirement supplement, the Early Retirement Scheme shall consider necessary changes, including the requirement for a longer period of membership in the Norwegian National Insurance Scheme.

LO and YS shall continuously evaluate the Early Retirement Scheme and assess the scheme's financial sustainability. Should it prove necessary to safeguard the solvency of the Early Retirement Scheme, LO and YS may agree between themselves to make the necessary changes that deviate from the provisions of the protocol regarding the right to receive benefits and the size of the benefits.

From the time the finances dictate that the scheme should not incur further obligations, LO and YS may decide that new early retirement allowances will no longer be granted.

The Early Retirement Scheme shall be discontinued after the last payment of early retirement supplement.

Funds remaining after all obligations have been covered shall be returned to those who were the parties to the Unemployment Compensation Scheme (NHO and LO) and shall be used for a related purpose determined jointly by those parties. It is assumed that NHO and LO, in consultation with YS, find solutions regarding the

THE WHOLESALER AGREEMENT VIKE/NORWEGIAN UNITED FEDERATION  
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use of the funds that proportionately take into account that other collective bargaining areas have also contributed to the finances of the Unemployment Compensation Scheme and the Early Retirement Scheme.

If the agreement between LO and YS pursuant to §2, second paragraph, is terminated, the preceding paragraph applies correspondingly.

Oslo, 01 April 2019

Hans Christian Gabrielsen

Ole Erik Almlid

Vegard Einan

LO

NHO

YS

## APPENDIX 5

### AGREEMENT ON AN INFORMATION AND DEVELOPMENT FUND

established by Virke and the Norwegian Confederation of Trade Unions

#### §1 PURPOSE

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

#### §2 MEANS

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

1. modern training of shop stewards, with special emphasis on productivity, environment, economy and cooperation issues
2. training of business leaders and employees within the same areas as mentioned in section 1
3. preparation, facilitation and development of training measures
4. the use various measures to contribute to increased value creation
5. the promotion of good cooperation within individual companies.

#### §3 FINANCING

The fund is financed through the contractually regulated subsidies from the companies.

A simplified collection model has been established, where the number of employees to be used as the basis for calculating the premium, will be determined on the basis of the information the company has provided to the social security offices' employee/employer register, with the following group classification and rates per month:

Group 1: from and including 4 h/week up to 20 h/week - rate NOK 17

Group 2: from and including 20 h/week up to 30 h/week - rate  
NOK 27

Group 3: from and including 30 h/week and above - rate NOK 46

**§4 COLLECTION OF PREMIUMS**

The premium mentioned in §3 is paid quarterly and according to further agreement between the parties. The premium payment shall cover the company's total obligations to all OU funds.

Upon payment to the Joint Office for the LO/NHO schemes or another scheme that the parties agree on, the funds from these schemes are paid directly to the fund board LO-VIRKE. The funds are distributed in accordance with the provisions of §6.

**§5 ADMINISTRATION**

The fund is managed by a board of 6 members, of which the parties appoint 3 each. The chair is elected for 1 year and this position rotates between the parties. The premium rates are determined through negotiations between VIRKE and LO.

**§6 USE AND DISTRIBUTION OF THE FUNDS**

The fund's board determines for each year the amounts that are to be set aside in advance for common purposes that are found desirable to support. The fund's other assets are disposed of, with half to each, by special committees appointed by each of the two main organisations. Special statutes are prepared for the activities of these committees. The assets shall be used in accordance with the guidelines laid down in §2.

VIRKE and the Norwegian Confederation of Trade Unions keep each other informed of the plans of the special committees for the use of the assets and of the measures that have been implemented.

All companies that pay into the fund shall, in accordance with specified rules, have the right to participate in measures financed by the fund's assets.

**§7 ACCOUNTS AND ANNUAL REPORT**

The fund's financial year is the calendar year. At the end of each financial year, annual accounts are prepared and audited by a chartered accountant. The accounts are sent, together with the annual report, to VIRKE and the Norwegian Confederation of Trade Unions.

**§8 DISSOLUTION**

In the event of the fund's possible dissolution, the outstanding assets accrue to VIRKE and LO, so that each organisation receives the amount that it was entitled to dispose of in accordance with §6 of the agreement. Remaining assets must be used in accordance with §2 of the agreement.



**§9 DURATION**

The agreement is included as part of each individual collective agreement with unions affiliated to the Norwegian Confederation of Trade Unions and VIRKE. The agreement can be terminated by each of the two main organisations with 2 (two) months' notice until the end of the collective agreement period. If it is not terminated, it applies until the end of the next collective agreement period.

## APPENDIX 6

### REMUNERATION FOR PUBLIC HOLIDAYS AND 1 AND 17 MAY (A-SCHEME)

(Last modified 1978)

To compensate for earnings, weekly, daily, hourly or piecework paid employees who are not in ordinary work on the days mentioned below, will be paid remuneration in accordance with these rules:

#### I REMUNERATION

1. The remuneration is paid for New Year's Day, Maundy Thursday, Good Friday, 2nd day of Easter, Ascension Thursday, 2nd day of Pentecost and 1st and 2nd days of Christmas, when these days fall on a weekday which, according to a fixed work schedule in the company, would otherwise be a normal working day.
2. With reference to §3 of the Act on 1 and 17 May of 26 April 1947, the organisations agree that the rates for 1 and 17 May shall be coordinated with the rates for the non-fixed public holidays.

The remuneration for non-fixed holidays and the payment for 1 and 17 May shall be determined within the individual company for adult employees according to a group calculation method if the parties do not agree to determine the corresponding company's average hourly earnings for all employees. These provisions do not prevent the parties at the company from agreeing on another payment arrangement.

3. For the non-fixed holidays during Christmas and New Year's weekend, the preceding 3rd quarter shall be used as a calculation period. For the other non-fixed holidays and for 1 and 17 May, the preceding 4th quarter shall be used.

If general supplements are given within the collective agreement area in the period after the calculation period, these shall be added when the remuneration is paid out.

These provisions do not prevent the parties at the company from agreeing on another calculation period.

4. The remuneration is paid for the number of hours that would have been ordinary working hours on the day in question.

The remuneration is reduced proportionately if, in accordance with the current work regulations at the company, working hours are reduced on the relevant weekday. In the compensation, a deduction is made for unemployment benefits etc. which the employee receives for the day in question by the employer or by a social security institution which is financed in whole or in part by a compulsory contribution from the employer.

5. For young workers and apprentices, female and male, the payment is determined corresponding to the average hourly earnings in the company for these workers as a whole, unless the parties agree on a different method of calculation.
6. For employees at companies that practice fixed wage systems, an allowance is paid calculated according to the individual hourly earnings in the week of the holiday or public holiday.
7. For weekly paid employees, it shall be possible to agree that instead of remuneration in accordance with the above rules, they shall keep their weekly pay in full, even in weeks with non-fixed holidays or 1 and 17 May.

**Remarks:**

- a. *In addition to the payment the employees in question shall receive according to the agreement, shift workers are paid for each full shift worked on public holidays that fall on an ordinary weekday NOK 49.94*

*Up to 3 shifts are calculated per public holiday. As a rule, the time is calculated from 22:00 before the relevant public holiday, until 22:00 on the public holiday, possibly the last public holiday. The above provisions apply to the extent that the following days fall on an ordinary day of the week:*

*New Year's Day, Maundy Thursday, Good Friday, 2nd day of Easter, Ascension Thursday, 2nd Pentecost and 1st and 2nd days of Christmas.*

*Holiday allowance is calculated from the above-mentioned NOK 49.94, but not shift or overtime percentages.*

- b. *Shift workers who lose shifts before public holidays due to the working hours provisions in the Working Environment Act, shall be remunerated for these shifts as for a public holiday. If part of the shift is lost on these days, the remuneration shall be proportional to the time they lose.*

The remuneration shall also be paid when public holidays and 1 and 17 May fall within periods when the employee is on holiday or temporarily redundant due to downtime.

## **II EARNINGS RULES**

The employee who has had continuous employment at the same company for at least 30 days prior to the public holiday, or is employed later when the work is of at least 30 days' duration, is entitled to remuneration. In terms of these earnings, the 3 public holidays at Easter are counted as a unit, and the 2 public holidays at Christmas together with New Year's Day, are counted as a unit.

For 1 and 17 May, the rules in §3 of the Act on 1 and 17 May of 26 April 1947, apply.

If an employee with at least 5 consecutive years' employment in the company is dismissed due to circumstances not attributable to the employee, and the notice period expires on the last working day in April or December, the employer must pay the employee remuneration for 1 May and 1 January, respectively.

**III PAYMENT**

The remuneration shall be paid no later than on the second pay day after the public holiday. For the public holidays that are considered as a unit, payment will occur no later than on the 2nd payday after the second day of Easter and New Year's Day, respectively. If the employment relationship ends before this time, the remuneration shall be paid together with the final settlement.

**IV** The remuneration is considered part of the labour earnings and is included in the calculation of the holiday allowance. It is not included in the calculation of overtime pay.

## APPENDIX 7

### REMUNERATION FOR PUBLIC HOLIDAYS AND 1 AND 17 MAY (B SCHEME)

To compensate for earnings, hourly, daily or piecework-paid employees who are not in ordinary work on the days mentioned below, will be paid remuneration in accordance with these rules:

1. Remuneration is paid for New Year's Day, Maundy Thursday, Good Friday, the 2nd day of Easter, 1 and 17 May, of NOK Ascension Thursday, 2nd day of Pentecost and 1st and 2nd days of Christmas, when these fall on a weekday which according to a fixed working time schedule in the company would otherwise be a normal working day.
2. From 1 April 2020, the employer will set aside an amount for each hour worked of  
NOK 8.72 for adult workers  
NOK 6.54 for young workers

The amounts set aside shall be deposited in the company and saved for periodic payment. Amounts set aside for work in the period after 15 August until the end of the year shall be paid out after New Year's Day. The amount set aside in the period from 1 January until the second day of Easter shall be paid out after the 2nd day of Easter. Amounts earned from the 3rd day of Easter to 15 August will be paid out after this date. In these amounts, any deductions shall be made according to the rules under section 3. The amounts shall be paid no later than a pay period + 4 days after the above days.

If an employee leaves the company before these payment days, the person in question shall have the saved amount, possibly in accordance with section 3, paid out together with the final settlement.

The remuneration is considered part of the labour earnings and is included in the calculation of the holiday allowance. It is not included in the calculation of overtime pay.

## **APPENDIX 8**

### **CONTINUING AND FURTHER EDUCATION**

#### **INTRODUCTION**

The Main Agreement assumes that restructuring and more intense competition require strengthened competence development in the companies.

Competency development will therefore be an important focus area, and shall be addressed in collaboration between the company and the employees.

It is assumed that the company's need for competency development is seen in conjunction with the individual's need for influence over their own skills development.

VIRKE represents companies/enterprises of great importance for a successful joint venture in this area, and the parties agree to follow up this work jointly with the authorities and other affected parties, so that the interests in this large area do not lag behind or suffer in relation to developments in other collective agreement areas etc.

#### **TRAINING COMMITTEE**

In accordance with the assumptions in the Main Agreement, issues related to competence development can be discussed and dealt with in the individual company committees, cf. Main Agreement, Part B, chapter 1. If the company does not have a company committee or the parties locally agree, the said issues can be dealt with by other established committees or by a separate training committee where the parties are equally represented.

#### **COMPETENCY DEVELOPMENT**

The parties agree that the individual company must develop and maintain a systematic plan for competency development. The plan shall be based on an assessment of the competency requirements that are necessary to solve the tasks at the company, and shall describe the specific measures for competency development.

#### **THE COMPETENCY PLAN SHOULD:**

- be updated annually
- motivate professional development
- contain plans for the implementation of competence development measures for the individual employee

- The competence plan should facilitate the employees' competence development through taking a trade or journeyman's examination through the internship scheme, cf. §3(5) of the Education Act. In such cases, the company shall cover expenses for any course fees, teaching materials and examination fees.

#### **SMALL AND MEDIUM-SIZED BUSINESSES**

In order for the work with competence development to be as appropriate as possible, including for small and medium-sized companies, new models should be developed for collaboration between several companies (cf. The training offices for the apprenticeship scheme).

#### **SUPPORT FOR SUBSISTENCE DURING EDUCATIONAL LEAVE OR ABSENCE**

LO and VIRKE refer to the action plan for competence from the collective bargaining agreement of 1998, the Arntsen Committee's recommendation D6 and the Ombudsman's white paper for the wage settlement of 1999.

All employees have been granted an individual right to educational leave of absence by the law passed by Stortinget (the Norwegian Parliament) in 1999, the Working Environment Act §12(11). The rights to educational leave ensure equal treatment of all employers and employees.

The responsibility to cover the costs in connection with competence development for employees depends on the purpose of the individual measure:

- Education in line with the company's needs must be covered by the individual company (cf. Main agreement, additional agreement IX)
- Training based on the law on the right to educational leave must be financed in another way, for example through the Norwegian State Educational Loan Fund (Lånekassen)

In order to ensure the integrity of a future system, the parties assume that the principles set out in the Main Agreement, Additional Agreement IX, between LO and VIRKE, are also generalised, cf. the requirement for generalisation in the Action Plan from 1998.

If the latter group is divided into two, a distinction can be made between the following educational categories and funding responsibilities:

1. Education for another subject area. This must be financed through schemes such as the Norwegian State Educational Loan Fund (Lånekassen)
2. Continuing and further education within the same subject area, but outside the company's needs (cf. Main agreement, Supplementary Agreement IX). Responsibility for financing subsistence during leave for this group is unclear.

The parties agree that the establishment of subsistence support schemes for the group under item 2 through the collective bargaining agreements will impose unilateral burdens on collective bargaining companies. It must therefore be a prerequisite that any such scheme is based on equal rights and obligations for the entire working life in both the private and public sector, and applies to all employees and employers, cf. the requirement for generalisation in the Action Plan from 1998.

The parties therefore believe that the development of the scheme must take place in an interaction between the social partners and the political authorities.

LO and VIRKE agree that it must be investigated in more detail how support schemes for subsistence during educational leave, cf. section 2 above, can be designed. refer to the letter of 09 May 2000, from the Prime minister to the Ombudsman. The parties assume that VIRKE is given participation in the investigation work that will be initiated in accordance with the above-mentioned letter.



## **APPENDIX 9**

### **EMPLOYEES IN TEMPORARY EMPLOYMENT AGENCIES**

The provisions in this appendix regulate matters in staffing companies/temporary employment agencies that are covered by this agreement, cf. §1.

1. Employees must have a written employment agreement in accordance with the provisions of the Working Environment Act.
2. For all assignments, a written assignment agreement shall be issued containing all relevant information about the nature, content and duration of the assignment.
3. Termination and dismissal shall be carried out in accordance with the provisions of the Working Environment Act.
4. If an employee is offered employment in the hiring company, he/she can resign after dismissal when the notice period expires, unless the parties agree otherwise. During the notice period, the employee has the right to continue working in the hiring company if the assignment is successful.
5. In the case of hiring out to a company that is not bound by this agreement, the wage and working conditions agreed in the hiring company apply as long as these are not in conflict with the requirement for equal treatment in the Working Environment Act.
6. The payroll obligation runs in accordance with the employee's employment contract. In the event of redundancy or termination of the employment relationship, the Working Environment Act and the Main Agreement apply.

## APPENDIX 10

### LOCAL COOPERATION AND LOCAL NEGOTIATIONS

Virke and the United Federation of Trade Unions agree that local cooperation and local negotiations are crucial for a good and trusting relationship at the individual company. Local co-operation is regulated in the main agreement's provisions, and local negotiations are an essential part of the Norwegian wage model.

In this appendix, Virke and the United Federation of Trade Unions highlight important aspects of local negotiations. If the local parties in the company have already prepared a plan/local agreement for conducting local negotiations, this should be used instead.

The Norwegian wage model is based on the fact that wages can be determined both in central negotiations and through local supplements. In the Wholesaler Collective Agreement, this means a supplement that follows from the guarantee provision and a supplement given in a central trade union/coordinated settlement (interim settlement).

What are local negotiations:

Once a year, the employer and shop stewards must conduct substantive local negotiations. Substantive local negotiations mean that sufficient/necessary time must be set aside for what happens before, during and after the annual local negotiations. Substantive local negotiations are also conditional on both parties having insight into the company's financial circumstances and future prospects. Substantive local negotiations also mean that there must be verifiability for negotiations to have taken place.

Preparation - what should happen before the negotiations

The parties to the negotiation should hold one or more preparatory meetings. The implementation of the negotiations is planned here. If the company has prepared a local wage policy, this should be reviewed to assess whether the local wage policy should be adjusted, or whether there are special initiatives/priority areas to be implemented in the local negotiations. Furthermore, the time needed for implementation should be agreed, how the actual negotiations should be carried out, the size of delegations, etc.

The basis for negotiations should also be reviewed. This follows from the wholesaler collective agreement, and is the company's:

- financial situation
- productivity
- profitability

- future prospects

Furthermore, the local parties should review the central agreement framework for the settlement and whether there are special factors that the local parties believe should be emphasised in the local negotiations. The local parties must agree on the total allocation when the central parties have allocated funds from the centrally agreed framework. The central parties will notify this after the collective bargaining agreement/when the settlement has been approved.

Minutes shall be taken of the preparatory meeting.

The annual local negotiations - what and how are these conducted?

Virke and the United Federation of Trade Unions agree that the annual local wage negotiations can be carried out in the following way, unless the local parties have agreed otherwise in a preparatory meeting:

Demand delivery.

The parties shall argue for their prioritised and ranked demands, as well as state their views on the demands made. (Sufficient time must be set aside to assess demands and offers during the negotiations).

Distribution of supplements.

The wages supplements are granted as group supplements, but can also be used for other measures between the organisation and the employer. The use must be costed in line with the framework for the provision

Minutes

Written minutes of the negotiations shall be drawn up

Dispute resolution

The wholesaler collective agreement has two new provisions on dispute resolution in local negotiations (incorporated in the collective bargaining revision 2020) in section 8.6. There are two legal bases, and they differ as follows:

Subsection 1 - The provision applies to the implementation/process that has been conducted in the local negotiations. If one of the parties believes that this has not been substantive, then a demand for a dispute meeting may be submitted in accordance with the main agreement §3.3.

Subsection 2 - The provision applies to the actual result. If the employees are not satisfied with the overall financial result, notification of implementation of a ban on overtime or additional work can be notified. The notification obligation of 31 days is a minimum, ergo no measures can be implemented before the deadline has

expired. The notice can be submitted at the earliest when the local negotiations have been completed and local disagreement protocols have been signed.

What happens after the annual local negotiations?

Supplementary work and information.

After the local negotiations have been completed, an evaluation meeting will be held, where the parties locally exchange experiences from this year's negotiations.

Local cooperation

Virke and the United Federation of Trade Unions will, in collaboration with the Joint Measures for LO-Virke, develop course plans, course material and guides in line with the following. Material will be published continuously after preparation.



### **Annual meeting and annual follow-up meeting**

Clarify needs  
Clarification of expectations  
Trust  
Structure/create trust in the structure  
    Informal/formal meetings, number, documentation, frequency  
Communication and information  
Time



### **Course/e-learning**

Training both sides, sometimes together  
Time and resources must be set aside  
Must be adapted to different needs and size



### **Toolbox**

Template that opens the dialogue  
Templates the parties can take further  
Suggested structure  
Common suggestion box  
Workshop material for collaboration  
The joint measures