

Collective Agreement for Distribution and Courier Services in Foodora

2024 – 2026



Collective Agreement for Distribution and Courier Services in Foodora 1 April 2024 – 31 March 2026

Contents

Part 1: The Main Agreement between the Norwegian Confederation of Trade Unions (LO) and VIRKE:	2
Part 2: Collective Agreement for Distribution and Courier Services in Foodora	2
CLAUSE 1 SCOPE AND DEFINITIONS	2
CLAUSE 2 WORKING HOURS.....	2
CLAUSE 3 WAGE RATES	3
CLAUSE 4 SPECIAL PROVISIONS.....	5
CLAUSE 5 PAYMENT OF SICK PAY IN ADVANCE	6
CLAUSE 6 DURATION AND REGULATORY PROVISIONS FOR THE SECOND YEAR OF THE AGREEMENT	6
Appendix 1 - REDUCTION OF WORKING HOURS FROM 1 JANUARY 1987	7
Appendix 2 – STATUTORY EXTRA HOLIDAYS FOR SENIOR EMPLOYEES.....	14
Appendix 3 – HOLIDAYS ETC.....	15
Appendix 4 – COLLECTIVE AGREEMENT ON PENSIONS (AFP)	18
Appendix 5 – EARLY RETIREMENT PENSION SUPPLEMENT SCHEME	21
Appendix 6 – AGREEMENT ON SHORT WELFARE LEAVE	25
Appendix 7 – PAY SYSTEMS	27
Appendix 8 – REMUNERATION FOR PUBLIC HOLIDAYS AND 1 and 17 MAY A SCHEME	28
Appendix 9 – REMUNERATION FOR PUBLIC HOLIDAYS AND 1 AND 17 MAY B SCHEME.....	31
Appendix 10 – PAY SENIORITY IN CONNECTION WITH INITIAL PERIOD OF NATIONAL SERVICE	32
Attachment 1.....	33
Attachment 2.....	35

Part 1: The Main Agreement between the Norwegian Confederation of Trade Unions (LO) and VIRKE:

Part 2: Collective Agreement for Distribution and Courier Services in Foodora

CLAUSE 1 SCOPE AND DEFINITIONS

Area of application

This agreement applies to employees of Foodora Norway AS.

Scope

The Collective Agreement covers employees distributing food and other products using means of transport in Classes A and B as well as bicycles and mopeds.

The Collective Agreement further covers the planning of the distribution work.

Note:

It is assumed that weight and/or volumes are adapted to applicable means of transport on the route. Should the weight and/or volumes necessitate multiple distribution rounds, the enterprise must be informed and payment will be made for time spent and kilometres driven.

Contracted manpower

This Collective Agreement may be asserted as a collective agreement applicable to manpower or temporary worker agencies that have employees who are contracted out and perform work under the scope and application of this agreement.

Rider Captain

A Rider Captain is defined as an employee who undertakes work associated with the time of distribution and whose task is prepare distribution, follow-up on errors/discrepancies in the distribution and draw up distribution reports. The Rider captain may likewise form a part of the distribution network. A Rider Captain has no staff responsibilities.

CLAUSE 2 WORKING HOURS

Working hours

The standard working hours are 37.5 hours per week.

Start and stopping times for working hours

The working hours are the time that the employee is at the employer's disposal. Ten (10) minutes is added to the final delivery. If the final delivery is made outside standard working hours, ten (10) minutes will be added.

Work schedules (shift and rota plans)

Work schedules for employees who work at different times of the day must be drawn up in consultation with the employees and their union representative. Work schedules must show the employee's daily and weekly working hours, breaks and meal breaks, as well as weekly leisure period. The need for new or changes to the existing work schedule arrangements must be reported to the union representatives as early as possible, after which the representatives' comments on the content and organisation of the schedules must be taken into account.

Completed work schedules should be issued in such good time that individual employees are given a minimum of twelve (12) days' notice.

The parties to the agreement agree to permit voluntary work on Sundays and public holidays and at night that deviates from the provisions contained in the Norwegian Working Environment Act, cf. the Act's Section 10-12 (4). Individual employees may opt out of work on the following Sundays or public holidays.

CLAUSE 3 WAGE RATES

3.1. Basic rates

A) For bicycle couriers and drivers Classes A and B

Per hour: **NOK 137.39**

b) Rider Captains

Per hour **NOK 153.52**

3.2. Payment per delivery:

Weekdays: **NOK 19.00**

Saturdays: **NOK 24.76**

Sundays: **NOK 30.52**

Peak supplement all days kl. 5-8 pm, NOK 1.20

Distances are calculated from the order being picked until it is delivered according to Google Vehicle distances (RDDS). Overlapping distances are not measured in the event of multiple simultaneous orders.

The peak supplement is being introduced from 1 July 2024. The transition from the Manhattan method to Google Vehicle distance (RDDS) will also apply from 1 July 2024.

For bicycle couriers:

A distance supplement of NOK 2.17 per kilometre is paid. This covers equipment, workwear, data, telephone, wear and tear and laundry.

Total hourly rate.

Where the total hourly rate according to the provisions contained in sub-clauses 1a and 1b, point 2 and the provision on remuneration for bicycles per km is lower than the following:

Weekdays	NOK 156.39
Saturdays	NOK 162.15
Sundays	NOK 167.91

the difference in relation to the above hourly rates must be paid per hour.

For vehicle delivery:

Government rates for travel allowance.

3.3 Administrative work

are paid as follows

Weekdays	NOK 178.84
Saturdays	NOK 184.10
Sundays	NOK 194.60

3.4. Supplement for work on otherwise work-free days

For work on 1 and 17 May, Christmas Eve, Christmas Day and after 3 pm on New Year's Eve, a supplement of 100% of the standard hourly rate is paid.

For work on New Year's Day, the supplement is 50% of the ordinary hourly rate is paid.

Work on Maundy Thursday, Good Friday, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, Boxing Day, Easter Saturday and the day before Whit Sunday is paid at the Sunday rate.

For work after midnight, a supplement of 20% per hour is paid according to applicable hourly rate.

3.5. Seniority

A seniority supplement is paid of NOK 1.00 per hour after twelve (12) months of continuous employment, thereafter a further NOK 1.00 per hour per twelve (12) months of continuous employment. The upper limit for the seniority supplement is NOK 10 per hour.

3.6. Overtime

Overtime is work beyond the limits set by the Norwegian Working Environment Act for normal working hours, cf. the Act's Section 10-6.

Overtime work should be confined to a minimum and should in particular not be used in excess for or by an individual employee.

An overtime supplement of 50% is paid for overtime work, calculated on the basis of the employee's applicable wage rate. After <http://airmail.calendar/2019-09-27 21:00:00 CEST> 9 pm and before <http://airmail.calendar/2019-09-27 07:00:00 CEST> 7 am, and for days before Sundays and public holidays, and on Sundays and public holidays, the overtime supplement is 100% of the applicable rate.

For statutory breaks, please refer to Section 10-9, final sub-section of the Norwegian Working Environment Act.

An employee who has worked ordinary daytime hours and the same day is required for overtime work in continuation of the end of ordinary working hours is paid, if the company does not provide food, NOK 107.00 in food allowance if the overtime work lasts at least two (2) hours.

CLAUSE 4 SPECIAL PROVISIONS

4.1. Winter supplement

A winter supplement will be paid to cyclists for a period of three (3) months. Local parties will decide for which times of day and period the winter supplement will be paid. The supplement will amount to **NOK 5.00** per hour.

4.2. Plan for training new bicycle couriers

The company, in partnership with the union representatives, agrees to draw up a plan for training bicycle couriers, emphasising road safety, use of the app/phone, the enterprise's organisation, customer service and equipment etc.

4.3. Contracted workers

Contracted workers may only be used to the extent permitted under Sections 14-12 and 14-13 of the Norwegian Working Environment Act.

As early as possible, and before the company enters into an agreement to contract workers, the extent and requirements must be discussed with union representatives in accordance with the provisions of the Main Agreement.

The enterprise must provide the necessary information to enable union representatives to check that the contracting situation is in accordance with legislation and agreements with respect to the background to and scope of the contracts – including wages and working conditions.

4.4. Short welfare leave

Short welfare leave, in accordance with Appendix 6, is paid at the same rate as sick leave. Employees must inform the employer about their requirement for welfare leave as soon as the need arises and strive to schedule activities that enable use of welfare leave outside working hours.

CLAUSE 5 PAYMENT OF SICK PAY IN ADVANCE

Virke and Fellesforbundet wish to recommend that the local parties review the basis for the payment of sick pay in advance where this is not the practice. Enterprises are not permitted to discriminate against their employees with respect to the advance payment of sick pay.

CLAUSE 6 DURATION AND REGULATORY PROVISIONS FOR THE SECOND YEAR OF THE AGREEMENT

The Agreement commences on 1 April 2024 and applies until 31 March 2026 and thereafter for one (1) year at a time unless terminated by either party with two (2) months' notice in writing (although termination is not permitted prior to 1 April 2025).

Before the end of the first year of the Agreement, negotiations must be commenced on possible adjustments for the second year of the Agreement.

APPENDICES

Appendices to the Agreement:

Appendix 1 Reduction of working hours from 1 January 1987

Appendix 2 Statutory extra holidays for senior employees

Appendix 3 Holidays etc.

Appendix 4 Agreement on a new AFP scheme

Appendix 5 Early retirement pension supplement

Appendix 6 Agreement on short welfare leave

Appendix 7 Wage systems

Appendix 8 Remuneration for Public Holidays and 1 and 17 May (A scheme)

Appendix 9 Remuneration for Public Holidays and 1 and 17 May (B scheme)

Appendix 10 Pay seniority in connection with initial period of national service

Oslo, 16.08.2024

Torgeir Kroken/s/
VIRKE

Peggy Hessen Følvik /s/
The Norwegian Confederation of Trade Unions (LO)

Jørn Eggum /s/
Norwegian United Federation of Trade Unions (Fellesforbundet)

Appendix 1 - REDUCTION OF WORKING HOURS FROM 1 JANUARY 1987

A. From 1 January 1987 working hours are to be reduced as follows:

1. To 37.5 hours a week:

Daytime working hours.

2. To 36.5 hours a week:

Ordinary two-shift work when shifts are not worked on either Saturday evenings or during the 24-hour period on public holidays.

3. To 35.5 hours a week:

- a. Work that is performed 'mainly' at night.
- b. Work on continuous shifts round the clock and work on 'comparable' rotas.
- c. Two-shift and 'comparable' work on rotas 'regularly' worked on Sundays and/or public holidays.
- d. Systems of working hours that result in the individual employees having to work at least every third Sunday and/or moving public holidays.

4. To 33.6 hours a week:

- a. Work on wholly continuous shifts and 'comparable' rotas.
- b. Work below ground in mines.
- c. Work on tunnelling and excavation of spaces in rock below ground.

5. For those who work extended hours owing to standby duties or passive duties in accordance with Section 10-4 (2) and (3) of the Norwegian Working Environment Act, the extension must be based on the number of hours stipulated in the Collective Agreement.

B. Implementation of compensation for reduction of working hours

- a. Weekly, monthly and annual pay remains unchanged. If the employee in addition receives a bonus, production bonus or the like which depends on the time worked, the alterable part must be adjusted according to point d. below.
- b. Hourly pay (minimum pay rates, normal pay rates, individual pay rates and compensation for loss of piecework) must be increased by 6.67% for those whose working hours are reduced from 40 to 37.5 hours, 6.85% for those whose working hours are reduced from 39 to 36.5 hours, 7.04% for those whose working hours are reduced from 38 to 35.5 hours and 7.14% for those whose working hours are reduced from 36 to 33.6 hours.
- c. Other rates of pay that are specified in Norwegian kroner and øre per hour must be increased in a manner corresponding to point b. when it is clear that, if the rates were not adjusted, the employee's weekly earnings would drop when shorter working hours commenced.
- d. Piecework rates, fixed piecework rates and price lists, production bonus schemes, bonus systems and other pay systems with varying earnings must be adjusted so that hourly earnings are increased by the percentage applicable pursuant to point b. above.

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

- e. Standard piecework rates (basis for calculating piecework pay) must be adjusted so that piecework earnings rise by the percentage that is to be applicable according to point b. Until agreement on the adjustment of piecework rates (basis for calculating piecework pay) is reached, the old standard rates (basis for calculating piecework rates) must be applied to piecework and the supplements must be paid per hour worked.

When an enterprise within a collective agreement area, for which the Main Agreement provides standard piecework rates, has to apply higher figures than the standard piecework rates in the Main Agreement, these figures must only be adjusted to the extent necessary to bring them up to the standard piecework rates in the new Collective Agreement.

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

C. General information on implementation

1. When implementing shorter working hours pursuant to Section A above, it is of decisive importance that the individual enterprise achieves greater flexibility with regard to the periods in which the work is to be performed, maintains appropriate operating hours and attains efficient and effective utilisation of working hours.
2. Before shorter working hours are implemented, negotiations regarding practical implementation must be conducted at the each individual enterprise.
3. All collective agreements are to contain a provision to the effect that working hours are to be observed and utilised effectively. It is the duty of the union representatives to work to this end. Breaks, washing times etc. must be reviewed with the aim of making working hours as effective as possible. If in the opinion of one of the parties there is no longer any reason to continue the arrangements, the matter must be handled in the normal manner for collective agreements.
4. Pursuant to Section 10-12 (4) of the Norwegian Working Environment Act, the parties to a collective wage agreement are, subject to certain conditions, permitted to reach agreement on a different arrangement of working hours than the Act prescribes as standard. If in particular enterprises or branches of industry there is a special requirement for maintaining currently applicable working hours, the parties to the collective agreement may enter into an agreement regarding this in accordance with the provisions contained in Section 10 of the Norwegian Working Environment Act.
5. With the introduction of shorter working hours it may, for the purpose of economically viable utilisation of production equipment, be desirable to have different standard working hours for different groups of employees, within the framework of the Norwegian Working Environment Act. Within the system of working hours, it may be desirable to have the employees take their breaks at different times. It is a condition that rules regarding this are inserted in the individual collective agreements.
6. If the system of working hours results in some work-free weekdays, employees who work on days when they should have had the day off must be paid a 50% overtime supplement. In cases where under the collective agreement a 100% overtime supplement is payable for overtime work on Sundays and public holidays and the eve of such days, a 100% supplement must be paid after noon on Saturdays and after 4 pm on the other weekdays.
7. When there is good reason for doing so, the enterprise may be allowed to change days off. In cases where conditions for this are not prescribed in an agreement for the branch of industry or the enterprise, the following apply:

Instead of the stipulated day off, a corresponding day off may be given in the course of the following four (4) weeks.

Notice of change of the day off must be given no later than the end of working hours two (2) days prior to the day off. The enterprise must simultaneously inform the employee of the day to be taken off instead.

When conditions for changing the day off are satisfied, the employee does not receive additional pay for time worked during standard working hours before noon on Saturdays or before 4 pm on other weekdays.

8. In enterprises where the provisions for standby shifts at home contained in Section 10-4 (4) of the Norwegian Working Environment Act apply, the shorter weekly working hours alone do not entitle the employee to greater compensation in the form of days off than was the practice under a system with an average of 40 weekly working hours.

8. When an enterprise wishes to continue, introduce or expand shift work within the framework of the Norwegian Working Environment Act, and the collective agreement does not already provide for this, negotiations concerning shift work rules must be commenced between the parties during the agreement period. **D. Daytime work**

The main organisations recommend that working hours be distributed across five (5) days a week, unless there is good reason for a different arrangement, and that the shorter working hours be effected by reducing daily working hours by 30 minutes.

Other solutions may also be applied, e.g. by:

1. reducing daily working hours by 25 minutes, where a six-day week is worked,
2. having weekly working hours longer than 37.5 hours during some periods, and correspondingly shorter during other periods,
3. retaining the present weekly working hours or reducing working hours by less than 2.5 hours a week, and allowing corresponding days off spread throughout the year, or consecutive days off at certain times of the year.

In cases where no rules are contained in the applicable collective agreement, the following apply:

If the enterprise and the employees – in consultation with the organisations, if applicable – fail to agree, daily working hours must be reduced by 30 minutes on five (5) of the weekdays or by 25 minutes each day when a six-day week is worked.

The enterprise must discuss with union representatives whether working hours should be reduced at the beginning or the end of the day or both. When choosing between the alternatives, importance should be attached to the employees' wishes and the fact that working hours should as far as possible be the same for all groups in the enterprise. If agreement is not reached – in consultation with the organisations, if applicable – the manner of implementing the shorter working hours must be determined by the enterprise within the framework of the collective agreement.

The above provisions are not intended to prevent the separate branches of industry from making agreements on how the shorter working hours should be implemented,

nor may they be invoked during union-based negotiations in the case of collective agreements that contain exact rules on the distribution of working hours.

E. Change to new shift plan

The parties have agreed that, when changing to a new shift plan as a result of the shorter working hours, this must be followed without making up for time off or working hours pursuant to the earlier shift plan.

F. Maintaining production, productivity and effective working hours

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

As part of the introduction of the shorter working hours, the main organisations have agreed to effect a number of measures with the aim of improving the productivity of the enterprises.

Reference is made to the organisations' study of working hours dated 6 January 1986.

In the Main Agreement, the Confederation of Norwegian Enterprise (NHO) and the Norwegian Confederation of Trade Unions (LO) have formulated provisions that are intended to ensure the best possible conditions for cooperation between the enterprise, the union representatives and the employees. The main organisations stress the importance of the parties following these provisions in practice.

With the introduction of the shorter working hours the main organisations – for the purpose of reducing the financial strain – would particularly point out that cooperation must take place at the individual enterprises on measures to increase efficiency, reduce production costs and improve the competitiveness of the enterprise.

The main organisations refer to the cooperation that has taken place as part of earlier reductions in working hours. This cooperation brought about positive results and was of great importance in ensuring the competitive ability of the enterprise and creating secure jobs.

In the case of this reduction in working hours, the main organisations again urge the parties to discuss utilisation of working hours. The parties should consider whether working hours are applied effectively in all respects and effect any measures necessary to achieve this. Moreover, the parties should bear technical innovations in mind that may improve production results and help improve the working environment as part of their efforts. Efficiency measures that are effected must be in harmony with requirements for a good working environment. Job satisfaction and security are two important factors when considering the question of effective utilisation of working hours.

G. Further to Section 10 of the Norwegian Working Environment Act

1. Section 10-4.

- a. Work on continuous shifts round the clock means work that is conducted 24 hours a day, but stops on Sundays and public holidays.

In ordinary weeks, work may take place from 10 pm on Sundays to 6 pm on Saturdays, which means an operating period of 140 hours.

- b. Comparable rotas means a system of working hours that results in the same or nearly the same inconvenience for the employees as continuous shifts round the clock, as will normally be the case when employees work more than five (5) hours a night, even if the number of hours worked by individual employees during the night may be somewhat less than if operations continued round the clock.
- c. In this provision the term ‘Sundays and public holidays’ means ‘Sundays and/or public holidays’. This means that for work on two (2) shifts and comparable work on rotas regularly worked on moving holidays, but not necessarily on Sundays, standard working hours must not exceed 35.5 hours a week.

For work to be regarded as work on Sundays and/or public holidays, the employee concerned must either have worked at least four (4) hours into the 24 hours that is by law designated a day of rest, i.e. all four (4) hours between 6 pm and 10 pm or after 10 pm. In the latter case without any requirement regarding a minimum length of time.

- d. Moving public holidays must be counted as Sundays for the purpose of interpreting the term ‘every third Sunday’. This means that an employee who does not work Sundays as often as every third Sunday may nevertheless work a 35.5-hour week if in addition he/she works on moving public holidays to such an extent that it would amount to at least every third Sunday and public holiday.
- e. The term ‘work that is performed mainly at night’ means that employees will come under this provision if three fourths (3/4) of their working hours, but no fewer than six (6) hours under the applicable working hours system, fall during the night (within the period from 9 pm to 6 am).

2. Section 10-4

- a. ‘Wholly continuous shifts’ means work that continues 24 hours a day without normal stops on Sundays and public holidays.

The extent to which work on rotas can be said to be comparable with wholly continuous shifts, depends on whether the standard working hours for the individual employees according to the adopted working plan must be at different times during the 24 hours, so that working hours for the employee in question as a general rule include at least 539 hours of night work per year and at least 231 hours of Sunday work per year.

In this context ‘night work’ means work between the hours of 10 pm and 6 am (hours of the night shift period). The 24 Sunday hours are counted from 10 pm on Saturday to 10 pm on Sunday (hours of the weekend shift).

If the working hours plan is for a shorter period than one (1) year, the number of hours required for night work and Sunday work must be adjusted accordingly.

Work for a period of less than four (4) weeks is not counted as rota work for the purposes of this provision.

H. Transitional arrangements

The existing shift, rota and other working hours systems may be used and apply during a transitional period until 1 July 1987.

Moreover, the parties to the Collective Agreement may agree on a further postponement of the reduced working hours for the branch of industry or the enterprises in it, but not for longer than until 1 October 1987.

During the weeks for which the transitional arrangement applies, the number of hours by which the hours worked on average per week under the shift, rota or other system of working hours exceeds the new working hours must be counted as overtime. Until 1 July 1987, 50% overtime must be paid for the hours by which the working hours according to the average worked per week under the shift, rota or other system of working hours exceeds the new working hours.

If the parties to the Collective Agreement have agreed to extend the transitional period after 1 July 1987 until 1 October 1987, the additional pay during this period will be 75%.

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

oo0oo

Appendix 2 – STATUTORY EXTRA HOLIDAYS FOR SENIOR EMPLOYEES

It is a condition that the employee's wishes with regard to when the extra holiday is taken must be complied with whenever possible.

However, the main organisations have agreed that these employees are not entitled to take the extra holiday at a time that would create major difficulties for production or for systematic implementation of holidays for the labour force as a whole. Where this is the case, the enterprise is entitled to require that the employee choose another period for his/her extra holiday.

oo0oo

Appendix 3 – HOLIDAYS ETC.

Preamble

One of the principal tasks for the parties is to improve the competitiveness of the enterprises. Therefore, when introducing more leisure time, it is a clear condition that enterprises must be given the opportunity to weigh up the competitive disadvantages that this entails against greater flexibility. Employees, on their part, will likewise have varying needs for flexible systems of working hours, depending on their different phases in life, work and home situations etc. Greater flexibility combined with the fifth holiday week should contribute towards lower rates of sickness absence and greater productivity.

A. Flexibility

The following provisions must be inserted in all agreements:

- a) “Whenever the local parties so agree, business-adapted systems that do not conform with collective agreement rules on working hours and remuneration for these 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 provision contained in Section 10-5 of the Norwegian Working Environment Act. The parties to the Collective Agreement may contribute towards establishment of such agreements.”
- c) “There may be individual needs for flexible working hours systems, required leisure time etc. Such systems may be agreed upon with the individual employee or the union representative, e.g. in the form of calculated average working hours or a time account system. Agreements made with union representatives will take precedence over individual agreements.”

B. Collective Agreement holiday rules

1. The extended holiday of five (5) working days, cf. Section 15 of the Norwegian Holidays Act, is advanced by introducing the remaining part as a collective agreement arrangement included as an appendix to all collective agreements.

The extra holiday of six (6) working days for employees over 60 years of age, is retained, cf. Section 5, sub-sections 1 and 2 of the Norwegian Holidays Act.

Employees may claim five (5) working days off each calendar year, cf. Section 5, sub-section 4 of the Norwegian Holidays Act. 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 government decides to implement the remaining part of the fifth holiday week, these days must be deducted from the collective agreement arrangement.

2. The remaining part of the fifth holiday week will be phased in with two (2) days in 2001 and the remaining days in 2002.

Holiday pay must be calculated in accordance with Section 10 of the Norwegian Holidays Act.

When the fifth holiday week is implemented, the standard percentage for holiday pay must be 12% of the basis for holiday pay, cf. Section 10, sub-sections 2 and 3 of the Norwegian Holidays Act.

The increase is applied by altering the percentage for the holiday-accruing year as follows:

2000 is set at 11.1

2001 is set at 12.0

If the government decides to increase the number of holiday days provided for in the Norwegian Holidays Act, it is the parties' intention that the above figures should apply as holiday pay for the corresponding periods.

3. The employer determines the period in which the collective agreement holiday must be taken after discussing this with the union representative or the individual employee at the same time as determining the period in which ordinary holiday is to be taken.

The employee is entitled to be notified of the time of the collective agreement portion of the holiday as early as possible and no later than two (2) 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 irrespective of whether the employee has accrued holiday pay.

If the enterprise shuts down wholly or partly during holiday periods, all employees affected by the shutdown may be required to take holiday for that same length of time irrespective of their accrued holiday pay.

5. Employees are entitled to require that the total collective agreement portion of the holiday be taken within the holiday year, cf. Section 7, sub-section 2 of the Norwegian Holidays Act, so that they have one (1) full week's holiday. The main organisations urge the parties to place the collective agreement holiday so that the requirement for productivity is met to the greatest possible extent, e.g. 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 following holiday year.
7. For shift workers, the collective agreement holiday must be adjusted locally so that, after full implementation, it constitutes four (4) worked shifts.

Notes:

1. In collective agreements where holiday according to Section 15 of the Norwegian Holidays Act has already been introduced, the number of days must 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 areas affected are subject to further agreement between the parties.

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

oo0oo

Appendix 4 – COLLECTIVE AGREEMENT ON PENSIONS (AFP)

I Introduction

The early retirement pension scheme (AFP) was established as part of the 1988 wage settlement. For the purpose of giving employees of enterprises bound by collective agreements an opportunity for early retirement – subject to certain conditions – before reaching the state pension age.

The Storting decision on a new national insurance pension system from 2010 (postponed until 2011) presupposed that other parts of the pension system would be adapted to the new reform. Against this background, LO and NHO and then other parties to 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 state pension system.

The parties have accepted the government's standpoint that AFP should continue in the form of a neutral, lifelong addition to the state pension. Initially, this can be taken out from the age of 62 at the pension recipient's discretion. The monthly payments will be reduced if the pension is taken out early and 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 state pension system, will contribute towards achieving the principal aims of the pension reform.

The government 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 government.

II Regulations

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

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

Regulations in force at any given time can be found at www.afp.no.

III Original AFP scheme

The original AFP will be paid to employees who have submitted 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 pension recipient turns 67.

Those who have started to take out original AFP (in whole or in part) may not later claim 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 has been established as a joint scheme in the private sector.

Before employees reach the age of 70, the new AFP must be taken out alongside the state pension.

V. Conditions for entitlement to new AFP (main points, cf. also regulations)

To be entitled to the new AFP pension the employee must, on the date of taking out the pension and for the last three (3) consecutive previous years have been a genuine employee of an enterprise that belongs to the scheme.

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

Furthermore, an employee born in 1955 or later must, for at least seven (7) of the last nine (9) years before turning 62 (the seniority period) have 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 three (3) of the last five (5) years. For employees born in the period 1952 to 1954, both of these figures must be increased by one (1) 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 regulations (www.afp.no) concerning special rules relating to fractions of positions, sick leave, layoffs, 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 pensionable income through to and including the calendar year in which the employee turns 61 and up to an upper limit of 7.1 G. Pensionable income is determined in the same way as when calculating state pension income.

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

AFP is designed in such a way that it increases when taken out later, but will not increase further if taken out after the age of 70. For calculating AFP, the same life expectancy adjustments will be made as for state pensions.

Earned income may be combined with AFP and state pension without either of these being reduced.

AFP will be regulated in the same way as income pension in the new national insurance retirement pension both during accrual 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 government will make a contribution relating to the individual pension recipient.

The government will contribute to AFP. Until 31 December 2010, the rules contained in Act No. 110 of 23 December 1988 and the rules contained in the AFP Contributions Act will apply from 1 January 2011.

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

The enterprises will pay premiums to the Joint Scheme to cover the part of the costs that is not covered by the government's contribution. Further rules concerning payment of premiums are given in the regulations 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 premiums to that scheme in addition to their own contributions for their employees who have taken out original AFP. The premiums 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 must be a percentage of the total payments from the enterprise according to the reports returned by the enterprise under Code 111-A. The enterprise must pay premiums only for the 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.

Premiums must be paid for years up to and including the year in which the member of the scheme turns 61. Premiums must be paid quarterly.

VIII.

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

Appendix 5 – EARLY RETIREMENT PENSION SUPPLEMENT SCHEME

Early Retirement Pension Supplement Scheme
between
the Norwegian Confederation of Trade Unions (LO) and the Confederation of
Vocational Unions (YS)

Clause 1 Background and purpose

In the 2018 collective bargaining agreement, NHO, the Norwegian Confederation of Trade Unions (LO) and the Confederation of Vocational Unions (YS) agreed that the Severance Pay Scheme between NHO and LO should be wound up and that the disposable capital in the Severance Pay Scheme should be transferred to a new Early Retirement Pension Supplement Scheme established by the LO and YS.

The objective of the Early Retirement Pension Supplement Scheme is to provide extra payments to those who retire with a contractual early retirement pension (AFP) at age 62, 63 or 64 and do not have any additional income from work.

This text (the Early Retirement Pension Supplement appendix) replaces the text from the 2018 agreement.

Clause 2 Establishment

The Early Retirement Pension Supplement Scheme was created by LO and YS as a separate legal entity. The Early Retirement Pension Supplement Scheme is responsible solely for its own obligations. Through the creation of the Early Retirement Pension Supplement Scheme, LO and YS are addressing their collective agreement obligation pursuant to Clause 3. LO and YS agree, within the framework of this appendix, on the more detailed rights and obligations of the individual employee with respect to the Early Retirement Pension Supplement Scheme.

The code of regulations applicable at any time to early retirement pension supplements is available on the Early Retirement Pension Supplement Scheme website at www.sliterordningen.no.

The Early Retirement Pension Supplement Scheme will be established with effect from 1 January 2019. The Early Retirement Pension Supplement Scheme may relinquish the administration in part or in full to the Joint Scheme for Early Retirement Pensions (AFP). On the same date, the Severance Pay Scheme will be shut down for the granting of new disbursements and the premium obligations will cease. The Severance Pay Scheme will still exist until the obligations it has incurred up to 31 December 2018 are disbursed. The Early Retirement Pension Supplement Scheme must inform NHO of those changes that are made to the code of regulations that are associated with the scheme.

Clause 3 Collective agreements with Early Retirement Pension Supplement Scheme appendices

LO and YS must include the Early Retirement Pension Supplement Scheme appendix in all collective agreements with AFP entered into with NHO. LO and YS must for all collective agreements with AFP that they have with the Federation of Norwegian Enterprise (Virke), the

Labour Movement's Employer Association (AAF), the Cooperatives Employers' Organisation (SAMFO), the Employers' Association for Growth and Rehabilitation Companies (ASVL), the Glass and Façade Association of Norway (GF), the Norwegian Association of Heavy Equipment Contractors (MEF), the Norwegian Haulers Association (NLF), the Norwegian Shipowners' Association (NR) and the Norwegian Association for Church Employers (KA) offer to incorporate the Early Retirement Pension Supplement Scheme appendix unaltered. The Early Retirement Pension Supplement Scheme appendix may by consent from the Early Retirement Pension Supplement Scheme be incorporated unaltered into collective agreements between collective bargaining organisations other than those listed in the first paragraph when the agreement is entered on the AFP list. If the collective agreement had the AFP appendix on 31 December 2018, consent must be granted.

In the private sector, the LO and YS confederations must incorporate the Early Retirement Pension Supplement Scheme appendix unaltered into all direct agreements with AFP. This does not apply if another similar early pension retirement supplement scheme is already applicable at the enterprise. Enterprises that by direct agreement have been associated with another early retirement pension supplement scheme may by direct agreement not be associated later with the Early Retirement Pension Supplement Scheme.

The exceptions for AFP cover and association apply correspondingly for the Early Retirement Pension Supplement Scheme.

Clause 4 Individual requirements

Early retirement pension supplements are disbursed to employees born in 1957 or later and are conditional on the employee

- having been granted AFP from the Joint Scheme for early-retirement pensions
- having been employed at the withdrawal point in time for AFP at a company associated with the Early Retirement Pension Supplement Scheme
- having has an average income for the past three calendar years before receipt of the payment that does not exceed 7.1 G [basic national insurance amount]

After withdrawal of the early retirement pension supplement, a gross annual income of up to 15,000 NOK is permitted. A higher income involves the Early Retirement Pension Supplement being rescinded in its entirety and means that a new early retirement pension supplement cannot be granted.

The Early Retirement Pension Supplement Scheme may adopt rules concerning what is meant by 'average income' and what is meant by 'gross annual income', as well as adjust the income limit of NOK 15,000.

For the rules applicable at any time concerning a right to an Early Retirement Pension Supplement, please see the Early Retirement Pension Supplement Scheme website at www.sliterordningen.no.

Clause 5 Benefits

Full benefits corresponds to 0.25 G (basic national insurance amount) per year for persons born in 1963 or later. The benefits are scaled as follows:

- For withdrawal at age 62, full benefits are received.
- For withdrawal at age 63, 2/3 of full benefits are received.
- For withdrawal at age 64, 1/3 of full benefits are received.

For retirement after the age 65, no benefits are provided.

Persons born in 1957 receive 1/7 of the benefits stipulated in the first paragraph and those who were born later receive a further 1/7 of the benefits for each yearly cohort until the 1963 cohort. Benefits cease upon death or on the recipient's 80th birthday. The benefits are adjusted in the same way as regular disbursements from national insurance and AFP.

Clause 6 Financing

The Early Retirement Pension Supplement Scheme is financed by capital that has been transferred to the scheme from the Severance Pay Scheme, premiums from the companies and returns on the funds.

Enterprises must pay premiums from 1 January 2019 up to and including 31 December 2023. The premium rates will be equal to the rates that applied for the Severance Pay Scheme on 31 December 2018. From 1 January 2019, premiums will no longer accrue to the Severance Pay Scheme.

Premiums are calculated on the basis of the number of employees at the enterprise who are covered by the Early Retirement Pension Supplement Scheme. Premium rates per month 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 Pension Supplement Scheme establishes more detailed rules on the calculation and collection of premiums. The parties are in agreement that the quarterly premium should be sought to be restructured so that it is calculated on the basis of the number of employees at the end of each month in the preceding quarter.

The enterprises or NHO do not bear responsibility for obligations under the Early Retirement Pension Supplement Scheme.

Clause 7 Changes and winding up

If the AFP scheme is changed and this impacts the right to withdraw an early retirement pension supplement, the Early Retirement Pension Supplement Scheme must assess necessary changes, including the requirement for a longer membership period in the Norwegian National Insurance.

LO and YS must evaluate the Early Retirement Pension Supplement Scheme on an on-going basis and assess the scheme's financial sustainability. If it should become necessary to address the solidity of the Early Retirement Pension Supplement Scheme, LO and YS may by agreement between themselves undertake necessary changes that deviate from the provisions contained in the appendix concerning the right to benefits and the level of the benefits.

From the date on which the finances dictate that the scheme should not be subject to further obligations, LO and YS may decide that new early retirement pension supplements will no longer be provided.

The Early Retirement Pension Supplement Scheme will be wound up after its last disbursement of early retirement pension supplements.

Funds that remain after all obligations have been covered will be returned to those who were parties to the Severance Pay Scheme (NHO and LO) and be used for related purposes determined jointly by these parties. It is a precondition that NHO and LO, in consultation with YS, determine solutions concerning the use of funds that take into proportionate consideration that other collective bargaining areas have also contributed to the finances of the Severance Pay Scheme and the Early Retirement Pension Supplement Scheme. If the agreement between LO and YS is terminated pursuant to Clause 2, second paragraph, the preceding paragraph applies correspondingly.

Oslo, 1 April 2019

Hans-Christian Gabrielsen
LO

Ole Erik Almlid
NHO

Vegard Einan
YS

Appendix 6 – AGREEMENT ON SHORT WELFARE LEAVE

In enterprises that do not operate similar or better schemes, the following provisions apply with regard to short welfare leave:

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

1. Leave in the event of a death or to attend a funeral of close family.

‘Close family’ means persons to whom the employee is closely related, such as a spouse/cohabitant, child, sibling, parent, parent-in-law, grandparent or grandchild. Leave to attend the funeral of an employee, so that the employees working in the same department as the deceased are represented at the funeral.

2. Leave for examination, treatment and check-up by a dental specialist and doctor, treatment by a physiotherapist or chiropractor when government provision is available for such treatment. This concerns cases where it is not possible to obtain an appointment outside of working hours. In some cases the employee may also have to travel far. These rules do not apply to such cases as they apply only to short welfare leave. The employee will anyway usually be on sick leave in such cases.
3. Leave for the remainder of the working day when the employee has to leave work due to sickness.
4. Leave to accompany a child on the child’s first day at a nursery or when the child starts school.
5. Women who are breastfeeding a child are entitled to the time off necessary for this, at least 30 minutes twice a day, or they may require their working hours reduced by up to one (1) hour a day. Payment for this is limited to a maximum of one (1) hour a day and ceases when the child turns one (1).

6. Leave for the rest of the working day in cases where the employee has to leave work owing to a case of acute illness in the home.

This refers to acute illness in the home when other help cannot be procured and the employee's presence in the home is essential. The rule concerning short welfare leave in order for the employee to make other arrangements likewise applies here.

7. Leave for a spouse/cohabitant when necessary in connection with a birth at home or admission to hospital.
8. Leave when moving to a new permanent residence.
9. Leave in connection with blood donation when it is difficult to arrange this outside of working hours.
10. Leave for the employee to attend his/her own child's confirmation.
 1. 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 must be given for up to two (2) hours.
12. Leave to attend call-up for military service.

'Cohabitant' means a person with whom the employee has shared a home for two (2) years or more and who is registered in the National Register as having the same address as the employee during that period.

An agreement concerning the further guidelines for this system must be made between the parties at each enterprise.

'Short welfare leave' in accordance with the above rules means leave for the time necessary, up to one (1) day, at standard pay rates.

ooOoo

Appendix 7 – PAY SYSTEMS

Recently, certain industries have shown an increased interest in fixed wage systems that are often combined with productivity supplements in the form of bonuses, production awards or similar. The reason may be that the wage systems that were used previously have not seemed appropriate, that the enterprises have looked for more uniformity within the company or have wanted the payroll systems for workers and management to be integrated, e.g. involving payments made once a month (four weeks).

The main organisations emphasise the importance of finding the most appropriate wage systems and we will assist with advice and guidance if the parties in the individual enterprise, with the approval of their agreement partners, begin to discuss new wage systems. In this context, the parties are aware that the choice of a wage system, whether fixed salary or piecework, must be assessed based on a number of factors. This applies to industries and the technology used by the enterprise, the nature of the work, productivity requirements and other matters that the parties want to emphasise in each individual case. If the discussion stated in these provisions leads to a proposal for a new wage system, it must be approved by the agreement parties before being implemented.

oo0oo

Appendix 8 – REMUNERATION FOR PUBLIC HOLIDAYS AND 1 and 17 MAY A SCHEME

REMUNERATION FOR PUBLIC HOLIDAYS AND 1 AND 17 MAY

The A scheme

Last Amended 2016

To replace earnings, employees on weekly, daily, hourly or piecework rates, who are not undertaking ordinary work on the days listed below, must receive remuneration as follows:

I Remuneration

1. Remuneration must be paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day when these days fall on a weekday that, according to the regular working system in the enterprise, would otherwise have been working days. Remuneration must also be paid when public holidays and 1 and 17 May fall within the period when *the employee* is on holiday or is off owing to a closedown.
2. Pursuant to Section 3 of the Act of 26 April 1947 relating to 1 and 17 May, the organisations have agreed that the rates for 1 and 17 May must be coordinated with the rates for moving public holidays.

Except when the parties agree that remuneration must correspond to the average hourly pay for all *employees* at the enterprise, the remuneration for moving public holidays and payment for the 1 and 17 May must, for adult *employees* in the individual enterprises, be determined by a group method of calculation. These provisions are not intended to prevent the parties at the enterprise from adopting a different system of payment.

3. For moving public holidays at Christmas and the New Year, the preceding third quarter must be applied as the calculation period; the preceding fourth quarter must be used for other moving public holidays and for 1 and 17 May.

If general supplements are paid in the collective agreement sector in the period after the calculation period, these must be added when remuneration is paid.

These provisions are not intended to prevent the parties at the enterprise from agreeing on a different calculation period.

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

Remuneration must be reduced proportionally if, pursuant to the pay system at the enterprise, reduced working hours are in force on the particular weekday. Daily allowances or the like, paid to the *employee* for the day in question by the employer or a national insurance institution financed wholly or partly by mandatory contributions by the employer must be deducted from the remuneration.

5. For young *employees* and apprentices, payment must be determined according to the average hourly rate at the enterprise for these *employees* as one, unless the parties have agreed on a different system of calculation.
6. For *employees* at enterprises that have a system of regular pay in place, the remuneration paid must be calculated according to the individual *employee's* hourly earnings in the week in which the moving public holiday falls.
7. For *employees* paid by the week, agreement may be made to the effect that, instead of remuneration being paid according to the above rules, they must retain their ordinary pay in full, including for weeks in which public holidays or the 1 or 17 May falls.

Notes:

- a. In addition to the pay the *employee* in question is to receive pursuant to this agreement, shift workers must be paid NOK 45.22 per shift for each full shift worked on public holidays that fall on an ordinary weekday. 56.51.

It is calculated that there up to three (3) shifts take place on a public holiday. As a rule the time is counted from 10 pm on the day preceding the public holiday to 10 pm on the holiday day, or the last holiday day, if applicable. The above provisions apply whenever the following days fall on an ordinary weekday:

New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Ascension Day,
Whit Monday and Christmas Day and Boxing Day.

Holiday pay is calculated based on the above rate, but not shift work or overtime percentages.

- b. Shift workers who lose a shift before public holidays due to the overtime rules contained in the Norwegian Working Environment Act must receive the same remuneration for these shifts as for a public holiday day. If part of a shift is lost on such days, remuneration must be in proportion to the time lost.

II

Rules for earning remuneration

Employees are entitled to remuneration when they have been employed by the same enterprise for a minimum of thirty (30) days preceding the public holiday, or are engaged later for work lasting a minimum of thirty (30) days. For the purpose of earning remuneration, the three (3) holiday days at Easter are regarded as one unit and the two (2) holiday days at Christmas plus New Year's Day are regarded as one unit.

If an *employee* with a minimum of five (5) years' continuous employment at the enterprise is dismissed through no fault of the employee's own, and the notice period expires on the last working day of April or December, the employer must pay the employee compensation for 1 May and 1 January.

III

Payment

The remuneration must be paid no later than on the second payroll date after the public holiday. For public holidays that are regarded as one unit, payment must be made no later than on the second payroll date after Easter Monday and New Year's Day. If employment terminates before that date, remuneration must be paid as part of the final pay settlement.

IV

This remuneration is counted as part of earned income and must be included when calculating holiday pay. It is not to be included when calculating overtime pay.

oo0oo

Appendix 9 – REMUNERATION FOR PUBLIC HOLIDAYS AND 1 AND 17 MAY B SCHEME

Remuneration for Public Holidays and 1 and 17 May B scheme

To replace earnings, workers on hourly, daily or piecework pay who are not undertaking ordinary work on the days listed below must receive remuneration as follows:

1. Remuneration must be paid for New Year's Day, Maundy Thursday, Good Friday, Easter Monday, 1 and 17 May, Ascension Day, Whit Monday, Christmas Day and Boxing Day when these days fall on a weekday that, according to the regular working system in the company, would otherwise have been working days.
2. The employer allocates an amount for each worked hour of:
 - a. from 1 April 2018 NOK 7.53 per hour for adult employees.
 - b. from 1 April 2018 NOK 5.65 per hour for young employees.

The amounts allocated are deposited by the company and saved for periodic payments. Amounts that are set aside for work in the period from 15 August to year end are paid out after New Year's Day. The amounts that are set aside from 1 January to Easter Monday are paid out after Easter Monday. Amounts that are accrued from the Tuesday after Easter Monday until 15 August are paid out after that date. Any deductions are made from these amounts according to the rules under point 3. The amounts are paid out no later than a payroll period + four (4) days after the above days.

If an employee leaves the company before these payment days, he or she must be paid the accrued amount – if appropriate, pursuant to the content of point 3 – as part of the final pay settlement.

3. Remuneration must likewise be paid when public holidays and 1 and 17 May fall within the period when the employee is on holiday or is off owing to a closedown.
4. This remuneration is counted as part of earned income and must be included when calculating holiday pay. It is not to be included when calculating overtime pay.

oo0oo

Appendix 10 – PAY SENIORITY IN CONNECTION WITH INITIAL PERIOD OF NATIONAL SERVICE

For various reasons, only about a third of those liable to be called up each year, are conscripted to serve the initial period of service. These groups lose one (1) year's occupational employment or suffer one (1) year's delay in their further education. National service gives the conscript experience that is valuable in his/her subsequent studies/occupation and it is therefore important that those who do their national service in the Norwegian Armed Forces are not set back and ranked behind others when it comes to pay seniority.

For this reason the parties have agreed that:

Initial service in the Norwegian Armed Forces must be credited as pay seniority at the time of appointment to a first position after completing national service.

oo0oo

Attachment 1

GUIDELINES RELATING TO DEDUCTION OF TRADE UNION FEES FOR THE NORWEGIAN TRANSPORT WORKERS' UNION AND ITS LOCAL OFFICES

1. The calculation of trade union fees is performed by the enterprise as part of the payroll for each wage/salary period.
2. Trade union fees are deducted from the employee's wages/salary. The insurance fee is deducted by fixed equal amounts for everyone, the organisational fee by the same percentage of the individual employee's gross salary. The fixed monthly amount and percentage rates are stated by the trade union. Notification of changes to the percentage and the set amount in Norwegian kroner must be given no later than one (1) month before entry into force.
3. The calculation basis for the membership fee is the employee's taxable gross salary excluding fees as a member of the company's board or corporate assembly and any income from corporate activities. Gross salary is the sum of the amounts stated in boxes 1.1 and 1.2 in the salary and deduction statement, including sick pay.
4. The calculated fee is deducted with priority after compulsory deductions, such as pension premiums, premiums for sick pay schemes or company sickness funds and information and development funds, contribution deductions and advance and surcharge deductions for tax. If there is no salary earned to cover the calculated fee, the amount is deducted in a later pay period.
5. Total fee deductions (fee amounts and insurance fees) deducted from employees' salaries must be transferred as one amount no later than eight (8) days after each pay period to the stated account number held in the trade union's bank.
6. At the end of each month, the company submits to the local union(s) a comprehensive overview of the fee amount deducted per member employee during the month. The overview of the deducted fees is provided on the pre-completed lists that are submitted by the trade union at the beginning of each month. If the company so wishes, it can use its own deduction lists/data lists, which must be submitted with the pre-completed lists provided by the trade union.

This reporting must likewise include members who have not been paid during the reporting period, but are still employed by the enterprise (absent due to leave, military service etc.)

If the enterprise deducts fees from employees who are members of other unions, it is assumed that the necessary reporting will be coordinated.

7. The local union/office must notify the enterprise of new or resigned members. Introduction or termination of deductions must correspond to payroll periods. Notification must be received by the enterprise no later than fourteen (14) days before the salary calculation takes place.
8. The enterprise must notify the local trade union/office of termination of employment, retirement age reached, first-time military service and granted leave of absence of at least three (3) months for members. If the company becomes aware that an employee on sick leave has been granted a disability pension, notification of this must also be given.
9. For enterprises that for technical reasons are unable to follow these guidelines in full, agreement on the necessary adaptations or transitional arrangements may be entered into.
10. These come into force on 1 May 2002.
11. In the guidelines regarding deductions of trade union fees, which are based on an agreement between NTF and LTL, changes can be negotiated regardless of the term of the collective agreement.

oo0oo

Attachment 2

On 27 September 2019, Foodora Norway AS and Fellesforbundet agreed on the following as part of a new Collective Agreement between the parties.

Re the point on working hours:

Negotiations must be conducted between the parties if the enterprise wishes to extend the operating time.

Re the point on work schedules:

The parties refer to the on-going development of the work schedule system, including the option of non-availability. Once the local parties are in agreement, the notice period in the Agreement may be changed.

For Foodora Norway AS

For Fellesforbundet

LO Media 2025
Print: BK Industrier AS

