

2020-2022



COLLECTIVE AGREEMENT FOR TELENOR

between

Confederation of Norwegian Enterprise (NHO)

of the one part

and

Norwegian Confederation of Trade Unions (LO)

and

**The Norwegian Electricians and IT Workers Union
(EL og IT Forbundet)**

of the other part



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PART I – BASIC AGREEMENT

The Basic Agreement between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO) is included as an integral part of this agreement.

PART II – COLLECTIVE AGREEMENT

1 Agreement scope of application

1.1

This agreement applies to members of The Norwegian Electricians and IT Workers Union (*EL og IT Forbundet*) employed full- or part-time by the following enterprises within the Telenor Group, as specified in Appendix 7.

The agreement shall not apply to employees in the executive management of the enterprises. The same applies to members who act as representatives of the enterprise in the negotiation of general pay and working conditions.

The provisions of Article 3 Regulation of working hours and Article 5 Overtime do not apply to employees who are not subject to the provisions of Chapter 10 of the Working Environment Act.

1.2

Temporary agency workers

This agreement may be applied as a collective agreement in TEAs with employees who are hired out, and who perform work within the scope of application for this agreement, see Article 1.1.

See second to last paragraph of Article 20 and Appendices 8 and 8A.

2 Local Special agreements

The parties agree that this agreement is a framework agreement. The primary contracting parties presume that this agreement may be supplemented with special local agreements at each individual enterprise.

Termination of enterprise-specific agreements is regulated by Chapter IV of the Basic Agreement.

3 Regulation of working hours

Ordinary weekly working hours shall, as an annual average, be 37.5 hours excluding meal breaks.

To the greatest extent possible, ordinary working hours shall be scheduled between the hours of 07:00 and 17:00 on the first five business days of the week.

For planned work outside the 07:00–17:00 time frame, management may, in consideration of customer service and market conditions, implement necessary working time arrangements following discussions with shop stewards. The basis for implementing a working time arrangement shall be discussed in these negotiations.

Division

The division of working hours over the year and day, flexible working hours and other regulations of working hours shall be discussed/negotiated locally.

Part-time employees

If a part-time employee has indicated to their employer that they wish to increase their employment, the employer shall, in so far as possible, and on otherwise equal terms, afford such employees preferential rights to vacancies in the enterprise.

Specifically for shift and rota work

Shift and rota workers follow the general rules on reduced working hours, cf. the appendix “Reduction of work hours, adopted 01/01/1987”. When shift schedules/rotas are changed, the changes must be discussed with the shop stewards no less than 14 days before the changes take effect.

The enterprise may grant exemption from round-the-clock or continuous shift/rota work for employees over the age of 58, if possible in light of operational and staffing considerations. Solo night shift work should preferably be based on consent. If there is a risk of physical/psychological harassment on such shifts, measures shall be implemented to protect the employees.

At-home standby

The need for at-home standby arrangements shall be discussed with shop stewards in advance.

Framework conditions and compensation shall be regulated in a special agreement for the individual enterprise.

4 Pay and Negotiation regulations

General provisions

Pay systems are agreed in local special agreements for each enterprise.

Such special agreements may include:

- Pay group definitions
- Regulatory clauses

The distribution of positions within the pay system shall be based on the nature of the work, unless the parties agree otherwise, e.g. the position’s salary.

Bonus and commission arrangements

Various bonus and commission arrangements may be agreed for each individual enterprise.

Pay definitions – Payment

The monthly salary shall be the annual salary, divided by 12.

The hourly wage for employees paid by the hour shall be calculated based on the annual salary and working hours of an equivalent full-time position. (The hourly wage rate for daytime work is the annual salary divided by 1950.)

Salaries and wages are paid monthly. The pay shall be deposited and available in the employee's bank account on the 15th of every month. If the 15th day of the month falls on a Saturday, Sunday or public holiday, the pay shall be made available on the preceding business day. The holiday pay supplement is normally paid in June.

Annual local pay negotiations

Each year, the local parties shall negotiate the framework and profile for the enterprise's local settlement. Before the negotiations, The Norwegian Electricians and IT Workers Union's negotiators shall be provided with complete payroll data for its own members.

The negotiations shall be based on the individual enterprise's finances, economic reality, productivity, future prospects and competitiveness.

Minutes shall be kept of all meetings.

General pay increases negotiated centrally/union-wide may be taken into consideration in local settlements.

In the event of local disputes concerning the negotiation process, its framework and/or the profile of the settlement, either of the parties may demand negotiations at central organizational level. In any case, the enterprise must implement the adjustment.

In connection with local pay negotiations, the enterprise must also review the salaries of employees currently on parental leave.

After the annual negotiations have been completed, The Norwegian Electricians and IT Workers Union's shop stewards will be provided with a report on their members' compensation.

Local negotiations shall not begin until central/union-wide settlements have been agreed.

5 Overtime

1. Work imposed in excess of daily/weekly working hours in a full-time position, shall be compensated with an overtime premium. Part-time employees are eligible for overtime pay when their work hours exceed daily/weekly working hours in a full-time position.
2. The hourly rate for use in calculating overtime pay for the individual employee is determined by dividing the annual salary for a full-time position by 1850.
3. For imposed overtime work, an hourly rate with the following premiums is paid:
 - For the first five business days of the week, a 50-percent premium is paid for overtime work performed after ordinary working hours and until 20:00. From then and until 07:00, a 100-percent premium is paid.
 - For overtime work performed on Saturdays when the employee is normally off, as well as on days in a rota schedule when the employee is normally off, a 100-percent premium is paid.

- For overtime work performed after ordinary working hours on Saturdays and days immediately preceding a Sunday or a public holiday, a 100-percent premium is paid.
- For overtime work performed on Sundays, a 100-percent premium is paid.
- For overtime work performed on public holidays and after 13:00 on the Wednesday before Maundy Thursday, as well as on the Saturday before Whitsunday, on Christmas Eve and on New Year's Eve, a 150-percent premium is paid.

If agreed between the employer and the employee, the employee may take compensatory time off equivalent to the accumulated hours of overtime. In these cases, the employee shall be entitled to payment of the difference between their ordinary pay and their overtime pay (overtime premium).

4. When an employee is ordered to work overtime for two hours or more after ordinary working hours, the employee shall be allowed a break of at least 30 minutes before the overtime work begins. This break shall be compensated as overtime work.
5. If the imposed overtime work is not performed as an extension of ordinary working hours, the employee shall be compensated for 2 hours, even if the overtime work is completed in a shorter time. This applies to employees to whom *Rammeavtale om feilretting i bedriftene* does not apply.
6. When an employee participates in compulsory training outside ordinary working hours, the employee is entitled to overtime pay.
7. Compulsory information meetings that cannot be held during ordinary working hours shall be compensated as additional work or overtime work, in accordance with Article 5 (1).

Overtime accounts, cf. Section 10-7 of the WEA, shall be available to shop stewards.

If overtime work is imposed, with the effect that the off-duty time pursuant to Section 10-8 (1) of the WEA extends into the next ordinary work period, the employee shall be entitled to time off in accordance with the Working Environment Act. No deductions in pay shall be made for such rest periods. If the employee is ordered to start work before the rest period is over, the employee shall be entitled to 50-percent overtime for the hours that remain of their rest period.

When overtime work is imposed on an employee on the same day, and the overtime lasts 2 hours or more, the employee shall be entitled to claim a food allowance upon presentation of a receipt, if the employer does not provide a meal. Rates shall be agreed in local agreements.

6 Sick pay

General Norwegian rules concerning sick pay and any special agreements for the individual enterprise shall apply.

An employee who, due to sickness, is unable to perform their regular work, but who is able to perform other, equivalent work, may be instructed to perform such work in the same workplace, while retaining their normal salary.

7 Paid leave of absence in connection with pregnancy, birth, adoption and breastfeeding

Paid leaves of absence in connection with pregnancy and birth, adoption and breastfeeding are regulated by the provisions of the WEA and any special local agreements by which the individual enterprise is bound.

8 Leave of absence in connection with child's or child-carer's illness

Leaves of absence in connection with a child's or a child-carer's illness are regulated by the WEA and any special local agreements by which the individual enterprise is bound.

Employees caring for children under the age of 18 with life-threatening or other very serious illness or injury are entitled to a leave of absence pursuant to of the Norwegian National Insurance Act.

9 Short welfare leave

An employee may be granted paid welfare leave under especially compelling circumstances.

Examples of such compelling circumstances include:

- death in the employee's immediate family
- doctor's/dentist's appointment, etc.
- leave for the rest of the workday if the employee has to leave because they are sick
- kindergarten introduction
- accompanying a child to their first day of school
- parent/teacher conferences in primary and lower secondary school (grunnskolen)
- examination for military service
- treatment from physical therapist/chiropractor, provided the treatment is covered by national insurance

The above examples do not exclude other, potential circumstances in which welfare leave may be granted.

10 Early retirement pension supplement scheme (*Sliterordningen*)

The scheme, as amended, agreed between NHO/LO shall apply. Please see Appendix 1 of the agreement.

11 Information and development fund

The scheme, as amended, agreed between NHO/LO shall apply. Please see Appendix 2 of the agreement.

12 Holidays and holiday pay

Holidays and holiday pay are granted in accordance with the provisions of the Norwegian Holiday Act and Appendix 6 on agreed holidays, as well as special local agreements by which the individual enterprise is bound.

13 Occupational pension schemes

Pension and insurance schemes apply in accordance with Telenor Group policies.

Before changes are made in pension and insurance schemes, negotiations with shop stewards shall be initiated as soon as possible. Compensation for any losses individual employees may incur shall, among other things, be addressed in these negotiations.

14 Early negotiated pension (AFP)

The AFP scheme, as amended, agreed between LO/NHO shall apply.

Please see Appendix 3 on AFP.

15 Gender equality

The enterprises shall strive to achieve an equal distribution between men and women in all occupational groups and to ensure that pay and working conditions do not discriminate between genders. Enterprise pay policies shall adopt gender-neutral criteria for pay setting, and these policies shall be applied in a manner that promotes gender equality.

The management of each individual enterprise division is responsible for the work on equality.

When implementing competence-building measures, gender equality considerations must be taken into account.

The enterprises shall adopt specific gender equality objectives, identify where the enterprise stands in relation to these objectives, implement measures to attain them and evaluate the enterprise's performance.

At the request of either party, the local parties shall discuss considerations of gender equality and equal pay, with the aim of negotiating an enterprise-specific equality agreement.

16 Benefits during military service

Remuneration in accordance with special agreements by which the individual enterprise is bound.

17 Competence development

Enterprises shall emphasise targeted development of its employee's competence as a key strategy for increased competitive ability, customer focus and employee satisfaction. This includes planned training through work situations, courses and continuing education.

The enterprises shall prepare competence objectives and regularly map employee competence and competence needs in relation to these objectives, cf. Chapter 18 of the Basic Agreement.

This forms the basis for targeted development measures.

The parties agree on the importance of transparent and orderly processes and maintaining good dialogue between the local parties before, during and after the implementation of systems and methods for measuring and assessing work performances. The need to maintain a safe and healthy working environment shall be included as part of this dialogue. The nature and frequency of quality testing must not be such that it gives rise to detrimental physical or psychological stress.

The executive management of each enterprise shall encourage and guide employees to pursue continuing education, while the employee remains responsible for their own development. Managers and employees shall meet for annual performance review (medarbeidersamtale) to discuss the employee's personal development and future development possibilities. The manager shall prepare individual development plans on the basis of these reviews.

Competence development and changes shall be discussed by the parties in the enterprise at least once annually. The objectives shall include reviewing the needs of the enterprises and the employees for competence updates.

The cost of competence development in accordance with the enterprise's needs shall be borne by the enterprise. The enterprise may cover the cost of voluntary training and education programmes approved by the enterprise.

Agreed, relevant education and training shall be reimbursed at up to 100 % of the costs incurred for books, course fees, semester fees, examination fees and other expenses. Completion of the programme is a condition for reimbursement. If the expenses are substantial, the enterprise may advance some of the costs.

If the programme concludes with a formal examination, the employee shall be entitled to paid leave on the day(s) of the examination, as well as up to 2 study days per examination day.

If the education programme is initiated by the employee and accredited by the Norwegian State Educational Loan Fund or NOKUT (the Norwegian Agency for Quality Assurance in Education), and concludes with an examination, the employee is entitled to paid leave for one examination day per semester, regardless of employment percentage.

If the employee is enrolled in an education programme at an external educational institution, and the enterprise is covering the cost, a special agreement on the respective rights and duties of the parties shall be concluded.

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

At central and local levels, the parties are expected to make arrangements to ensure that migrant workers who have found employment in this country and who aim to become part of the Norwegian labour market, have an opportunity to improve their basic language skills, as well as their knowledge of safety standards and work culture.

18 Travel and per diem allowances

Hotel costs are covered when such accommodation is necessary. Hotel expenses are reimbursed based on travel expense reports within the framework of Telenor's hotel agreements.

For travel on company service, employees are reimbursed for accommodation costs based on travel expense reports. For private accommodation, etc., for which no travel expense report is submitted, remuneration for accommodation is paid in accordance with the rates for undocumented overnight accommodation in the government's standard travel allowance rates.

In addition, travel, per diem and other allowances in connection with travel on company service are paid in accordance with rates and documentation requirements, as amended, in the State of Norway standard travel allowance scale, cf. the Directorate of Taxes' taxation regulations.

If the employee is ordered to travel domestically outside ordinary working hours, the employee may take compensatory time off equivalent to the accumulated travel hours. A maximum of 8 hours of travel time can be accumulated per day. This does not apply to employees where travel is part of their ordinary work. The enterprise shall consult with the employee to make arrangements for compensatory time off. The individual manager is responsible for making sure the compensatory time off is claimed.

If an individual employee believes the conditions for posting are unreasonable, the employee may pursue the matter through their shop steward.

19 Temporary assignment to higher position

If an employee temporarily assumes or is assigned to a higher position, with more qualified and responsible work tasks, for more than two weeks, the employee's compensation shall be assessed on a case-by-case basis.

20 Engagement of temporary agency workers, outsourcing, etc.

The parties agree that it is important to endeavour to make Telenor an attractive and well-regulated place to work, and to make sure temporary agency workers and employees of subcontractors have proper pay and working conditions.

It is a priority for the parties to prevent unreasonable pay and working conditions ("social dumping"), and to make sure that challenges associated with an international market and free movement of labour and services are appropriately addressed in accordance with Norwegian laws and agreements, as well as international regulations.

In situations where the enterprise's own manpower is insufficient, various measures shall be discussed – including the option of increasing the number of employees, cf. Section 9-3 of the Basic Agreement.

The parties agree that the shop stewards shall be consulted in matters concerning hiring-in and subcontracts, cf. Section 9-3 of the Basic Agreement.

As early as possible, and before the enterprise concludes any agreement for hiring workers in accordance with the provisions of Chapter 14 (see Sections 14-12 and 14-13) of the Working Environment Act, the scope of and need for such measures shall be discussed with the shop stewards, cf. Sections 9-3–9-6 of the Basic Agreement.

When “social dumping” is suspected, shop stewards may request that the enterprise investigate whether subcontractors and temporary agency personnel have proper pay and employment terms. In such cases, the enterprise must, insofar as this is possible, document pay and employment terms.

The parties in each enterprise shall discuss the guidelines for how the above policies are applied locally. In particular, the parties shall discuss guidelines for using TEAs and subcontractors.

The provision on scope in Article 1.2 may only be applied to TEAs that are part of the Telenor Group.
See Appendices 8 and 8A.

21 Outsourcing of tasks abroad

If, during the collective agreement period, plans are made to outsource to another country tasks that are normally performed in-house in Norway, the enterprise shall, as early as possible, initiate discussions with the shop stewards. Other alternative solutions and possible measures to continued activity within the enterprise shall be part of these discussions.

22 Privacy in the workplace

The development of digital technology may pose some challenges in terms of privacy in the workplace. It is therefore important to ensure that the enterprise is sufficiently aware of relevant privacy concerns. The local parties will jointly seek to implement appropriate measures to ensure that technology is used in accordance with relevant laws and collective agreements.

Control measures that are disproportionately burdensome for the employee shall not be implemented.

23 Working from home

In situations where the employer permits working from home, the manager and employee shall maintain regular communication to facilitate for a good and sound everyday working life. If the employee needs special equipment in order to work from home, the employee shall address this with their employer.

24 Provisions governing adjustments in the agreement's second year

Prior to the end of the first year of the agreement, negotiations shall be conducted between NHO and LO, or any body authorized by LO, concerning any pay adjustments for the second year of the agreement. The parties agree that negotiations shall be based on the financial

situation prevailing at the time of the negotiations and the forecast for the second year of the agreement, as well as price and pay adjustments in the first year of the agreement.

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

If the parties cannot reach an agreement, the organisation that has made claims may, within 14 — fourteen — days of the end of negotiations, terminate the relevant collective agreements with 14 — fourteen — days' notice (however, no termination may take effect before **1 April 2021**).

25 Agreement duration

This agreement takes effect on **1 April 2020 and shall apply until 31 March 2022**, after which it shall be automatically renewed for a period of 1 — one — year at a time unless terminated in writing with no less than 2 — two — months' notice.

Appendices to the agreement

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2. Agreement on an education and development Scheme
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