

BASIC AGREEMENT

2024–2026

between

NHO
The Confederation of
Norwegian Enterprise

and

Tekna
Tekna - the Norwegian
Society of Graduate
Technical and Scientific
Professionals

**Translated from Norwegian. For interpretation purposes and in the event of any
dispute, the Norwegian language version prevails.**

BASIC AGREEMENT

between

**THE CONFEDERATION OF NORWEGIAN ENTERPRISE
(NHO)**

with its

affiliated Sectoral Federations

as the first party

and

**Tekna - the Norwegian Society of Graduate Technical and
Scientific Professionals**

as the second party

1 July 2024 – 30 June 2026

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

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§ 1 RIGHT TO ORGANISE, DISPUTE RESOLUTION, OBLIGATION TO REFRAIN FROM INDUSTRIAL ACTION

a) The right to organise

The parties to the Basic Agreement mutually recognise the free right of employers and employees to organise.

b) Dispute resolution

In the event of disputes regarding the interpretation of this Basic Agreement, the parties shall seek to resolve these by means of negotiation. Such negotiations shall take place in response to a demand by one of the parties as set out in Section 13. The minutes of said negotiations shall be recorded. They shall include the parties' respective views on the matter and shall be signed by both parties as soon as possible.

If no agreement is reached between the parties at local level, Tekna and the relevant NHO-affiliated sectoral federation may agree to continue negotiations. If agreement is not reached, the matter may be taken up centrally by Tekna and NHO.

It is not permitted for the central organisations or their subsidiaries to make direct contact with members of the other organisation without prior agreement.

If agreement is not reached, each of the parties may bring the case before the Labour Court of Norway (*Arbeidsretten*).

c) Obligation to refrain from industrial action

There shall be no strike or other form of industrial action during the term of this agreement.

§ 2 SCOPE OF THE BASIC AGREEMENT

In accordance with a requirement by either Tekna or NHO, this Agreement applies to members of Tekna who are employed in white-collar positions in enterprises affiliated to the NHO, and to the enterprise in question. Each quarter, Tekna representatives shall be provided on request with a list of new employees at the enterprise who fall within the scope of this Basic Agreement.

The existing applicable early retirement pension scheme (AFP) applies at enterprises that are covered by this agreement (see Appendix 1).

The enterprise's senior management, and managers that participate in the determination of general salary and employment terms and conditions, are excluded from the scope of this Basic Agreement.

A requirement to set up an agreement may be submitted to the relevant organisations (NHO/Tekna). If the submission is made by Tekna, information shall be provided as to whether a Tekna group has been established within the enterprise (cf. Section 4), as well as In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

who is elected as spokesperson for the group, together with a list of names of its members that Tekna requests shall be included within the scope of the agreement.

If, within a given enterprise, there is uncertainty as to whether a Tekna member should be exempt, the issue can be brought before the NHO and Tekna for a decision, provided that one of the parties at local level considers this appropriate.

If the enterprise has any objections to the agreement applying to named individuals included in the submitted list, said objections must be presented within one month of receipt of the submission.

In enterprises where the agreement comes into force, and where a local enterprise group has been established, the representatives from the group undertake shall, if requested to, provide the enterprise with written notification of any changes in the group's composition.

In enterprises where a local group has not been formed, Tekna shall inform the enterprise of any new members who shall fall within the scope of the agreement. In such situations, objections on the part of the enterprise must also be submitted within one month.

§ 3 SETTING UP AN AGREEMENT

In enterprises that become affiliated with the NHO during a given collective agreement term to which Tekna is a party, the existing collective agreement shall continue until its expiry date. This Basic Agreement between NHO and Tekna will thus come into force on the same date. The parties can agree if they so wish that this Basic Agreement between NHO and Tekna can come into force at an earlier date.

A request to set up an agreement for enterprises that are not bound by the collective agreement with Tekna shall apply from the date on which the demand was received. Confirmation of the establishment of a collective agreement on behalf of NHO or Tekna shall be provided to the counterparty as soon as possible and no later than one month from the date of receipt of the demand.

If an enterprise that is bound to a collective agreement ceases its affiliation with the NHO during the term of the agreement, NHO's sectoral federation shall notify Tekna of the withdrawal and date as soon as possible. An enterprise that ceases its affiliation with NHO during the term of an agreement remains bound to the collective agreements that applied on the date of its withdrawal (cf. Section 7 of the Norwegian Labour Disputes Act (*Arbeidstvistloven*)).

§ 4 LOCAL ENTERPRISE GROUPS AND THE WORK OF GROUP REPRESENTATIVES

a) Formation of local enterprise groups

The parties agree that in enterprises that employ at least three members of Tekna, Tekna may be represented by a local enterprise group.

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Unless otherwise agreed, the local group shall elect 1 to 3 representatives.

The enterprise shall, as soon as possible and no later than eight days after an election has been held, be given written notice of the identity of the elected representatives and the leader of the group. Local group representatives shall be approved as authorised representatives of the organised members.

b) **The work of group representatives**

The parties agree that the work of local group representatives is of major importance and that every effort shall be made to enable said representatives to carry out their duties as representatives of Tekna and obtain the necessary expertise.

Tekna group representatives shall be given the time necessary to carry out their tasks as representatives within the enterprise during normal working hours. It is a condition that representatives shall receive their normal salary during this period.

Group representatives shall be elected from among Tekna members who have experience and insight into working conditions at the enterprise. As far as possible, representatives shall be elected from among members who have worked at the enterprise for the last two years.

Employers shall at all times have an authorised representative available to whom group representatives can apply. The employer shall inform the local group in writing of the name of the employer representative and his or her deputy.

If representatives are unable to make an immediate decision on a given issue, but wish to make further enquiries, they shall submit their response without undue delay. If group representatives wish to raise an issue, they shall apply directly to the employer or its representative at the workplace in question.

Representatives have a duty, in the same way as the employer and those who deal with Tekna members on behalf of the enterprise, to make every effort to maintain a healthy collaborative relationship.

Unless there are compelling reasons otherwise, local Tekna representatives and members holding offices within Tekna shall not when summoned be refused time off to attend meetings and negotiations as representatives or delegates of their organisation, or to participate in professional courses or other informational activities.

Members of Tekna undergoing training in connection with their duties as Tekna representatives shall also be permitted a reasonable amount of time off to attend relevant courses or other informational activities.

Representatives on Tekna's main council are important for ensuring that the system of agreements and overall collaboration between NHO and Tekna functions satisfactorily. Any hindrances to recruitment to these offices may result in less satisfactory levels of collaboration.

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c) **Member's meetings**

Meetings of members convened to elect representatives or to vote on collective agreement proposals may be held during working hours without salary deductions, provided that such meetings do not result in significant operational inconvenience.

Whenever group representatives, in agreement with management, are of the opinion that a decision on a given issue must be made immediately, or in situations where an issue of particular importance must be dealt with, meetings of members may be held during working hours without any deduction in pay.

§ 5 GENERAL WORK-RELATED AND EMPLOYMENT TERMS AND CONDITIONS

Issues related to general work-related and employment terms and conditions that are not governed by standard employment contracts shall, in an enterprise where Tekna operates with a local group, be resolved jointly if possible by the enterprise and local Tekna representatives.

Moreover, agreements may be entered into at local level between the enterprise and the Tekna group on issues of a general character affecting those members of Tekna who fall within the scope of this Agreement.

An individual member of Tekna is entitled, in consultation with a Tekna representative, as appropriate, to take up issues with the enterprise relating to changes in his or her working arrangements.

If an employee is exempt from the scope of the provisions of Chapter 10 of the Norwegian Working Environment Act (*arbeidsmiljøloven*), specifically with reference to Section 10-12, subsections 1 or 2, said employee is entitled to a written explanation on request. On the employment of recently qualified employees, such explanations should be provided automatically.

Group representatives may request that the enterprise provides an explanation of how the provisions of Section 10-12 of the Act are exercised in relation to Tekna members.

If no explanation is forthcoming, or if the group representatives believe that there is a discrepancy between the explanation and the practices exercised within the enterprise, Tekna is entitled to take this up with the NHO/relevant employer organisation. Group representatives shall inform the employer no later than at the same time as the matter is being taken up with Tekna.

The substance of the explanation and local practices shall not be the subject of formal dispute resolution.

§ 6 COLLABORATION AND ENTERPRISE DEVELOPMENT

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

The parties to this agreement recommend to achieve closer levels of collaboration at local level on enterprise-specific matters, as well as on the working conditions of Tekna members and their contribution towards the further development of the enterprise. The parties may discuss at local level how collaboration within the enterprise shall be exercised.

It is in the interest of employees, enterprises and wider society that enterprises improve their ability to obtain, make use of and develop technology as a means of promoting competitiveness.

The parties to this agreement are agreed that the development of an enterprise's technological environment must take place by means of collaboration between the employees and the enterprise itself. In this connection, the following issues are key:

- technological development
- skills and expertise development
- organisational development

In order to identify problems and find appropriate developmental approaches and work systems, meetings should be held between management and employee representatives within the different divisions and functional areas of the enterprise in question. If any problematic issues are identified, it may be appropriate to organise further work to be carried out by committees, project or work groups with the aim of analysing said problems and submitting proposals for action plans or specific measures.

Developmental measures will vary from enterprise to enterprise, and will be adapted to the individual enterprise's circumstances and requirements. Management and employees at the enterprise in question must make joint decisions on issues that should be given priority. The parties to this agreement will be able to provide advice and guidance on this issue.

On the basis of demands for changes that will be required of employees in response to the introduction of new technology, it is recommended that the parties at local level seek to achieve appropriate ways of working together, with particular emphasis in issues linked to training and development opportunities for members of Tekna.

§ 7 INFORMATION, COLLABORATION AND CODETERMINATION

Objective

Tekna and NHO are agreed that it is essential to have a healthy and trusting relationship between employees, their representatives and management, both within individual enterprises and at corporate level.

Employees and their group representatives shall be accorded genuine influence and, by means of collaboration, information and discussion, be able to contribute to increased wealth generation and productivity. In so doing, they will also contribute towards optimising commercial conditions for the continued development of the enterprise and secure and worthwhile jobs.

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

Management, employees and their representatives undertake to take the initiative and adopt a proactive approach to collaboration. Group representatives shall be given information as soon as possible so that they can offer their views before decisions are made.

This objective is binding with regard to collaboration within a given enterprise and shall also serve as a guideline for parties within individual enterprises when organising collaborative activities.

Information and discussions

1. The enterprise shall, at the earliest possible opportunity, discuss the following matters with Tekna group representatives:
 - a) issues that have a bearing on ordinary operations, including financial and production-related status and development, factors that have close links to the workplace and day-to-day operations, and general salary and working conditions at the enterprise. Discussions shall be held at least once a month, unless otherwise agreed or in situations where group representatives specifically request a meeting.
 - b) future prospects and plans for restructuring that may have significance for Tekna's members and their working conditions, including key changes to production systems and methods.
 - c) employment policy, including plans for expansion, downsizing or temporary redundancies.
 - d) changes to the enterprise's owners, ownership structure or business organisation. In such situations, group representatives shall be notified of the reasons for the change and the legal, financial and work-related consequences that this is anticipated to have for the employees.
2. Before the enterprise takes decisions on issues that have a bearing on employment policy and working conditions, group representatives shall be given the opportunity to express their views.

If the enterprise wishes to implement changes to prevailing working conditions, but Tekna representatives maintain that this will be in contravention of a collective agreement, Tekna is entitled to raise the matter with the NHO without delay with a view to postponing the changes until a negotiation meeting is held between the organisations. Such a meeting shall be arranged no later than one week following the submission of a written request.

If the enterprise decides that it is unable to take the arguments of group representatives into account, it must give its reasons. The minutes of said negotiations shall be recorded.

3. The enterprise's accounts shall be submitted to group representatives on request. The Annual Report shall be submitted to group representatives as soon as it has been approved.
4. Whenever salary systems are introduced to an enterprise, requiring Tekna representatives to have access to financial matters of relevance to said systems, representatives shall be In the event of disputes regarding interpretation of the provisions of the agreement, the Norwegian text will take precedence.

granted access.

5. In the event of discussions between the enterprise and group representatives, the representatives may if necessary consult with other Tekna members employed by the enterprise. In such situations, the enterprise shall be notified in advance, and consultation adapted to operational conditions.

§ 8 CORPORATE PROVISIONS

The parties agree that it will be necessary to discuss issues outlined in Section 7, items 1-3, of the Basic Agreement at corporate level. This assumes that the parties at the enterprise in question finds appropriate means of collaboration.

Collaboration at corporate level may be exercised as follows:

- a) the parties continue to build on established approaches to collaboration which the parties agree are working satisfactorily, or
- b) corporate management and Tekna's representatives convene one or more joint meetings annually at which the main item on the agenda will be to discuss matters of major significance to the parties. Such meetings may also include other groups with similar interests, or
- c) the parties establish alternative means of collaboration, such as an arrangement with a representative at corporate level. The task of this representative is to safeguard the interests of the employees in dealings with corporate management on issues that are considered at corporate level and which may have significance for all corporate employees. The work of the corporate representative shall not interfere with, or replace, the parties' respective rights and obligations at enterprise level.

Plans regarding expansion, downsizing or restructuring, that may have a material impact on the employment situation in several enterprises within the same corporate entity shall be discussed as early as possible in joint meetings involving corporate management, Tekna representatives and other groups of employees with similar interests from the affected enterprises. Such discussions shall be carried out in parallel with those involving other employee organisations within the enterprise.

If a meeting is held in accordance with another basic agreement to which NHO is a party, addressing issues that concern a corporate entity's financial and production-related status and development, a request may be made that a similar meeting be held with Tekna.

It is assumed that the parties will find appropriate representation arrangements for such a meeting. Groups with similar interests may also be invited to such meetings.

§ 9 CONSIDERATION OF GENERAL SALARY-RELATED ISSUES

1. In enterprises where a local enterprise group has been established:
 - a) real negotiations shall be conducted between the enterprise and representatives of the local group regarding average salary adjustments before the enterprise decides on its

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annual salary adjustments.

The date for such negotiations should be agreed by the parties at local level.

- b) negotiations shall be held on the basis of the enterprise's financial status, productivity, competitiveness and future prospects.

During the negotiations, both parties must be prepared to present their views and to have these critically examined by the other party. In addition to the aforementioned criteria, factors linked to the general situation of members and the special circumstances of the group, if any, may be raised during negotiations.

- c) before local salary negotiations take place, group representatives shall be provided on request with a list of the group's members and their current salaries.
- d) the minutes of said negotiations shall be recorded and signed in the form of a protocol. In the event of disagreement, both parties should record a summary of their views in the protocol.
- e) one of the group representatives shall be briefed on the average salary adjustment results for the group before individual members are notified of said adjustments.

Group representatives shall, on request, be provided with the information necessary to enable them to check the results of the negotiations.

- f) if the members of the enterprise group fail to reach agreement on the average salary adjustment, the issue can be taken up with Tekna, which can in turn request a negotiation meeting with the NHO/relevant sectoral federation.

Disputes shall be forwarded to the enterprise's employer organisation no later than 1 September, with a copy to NHO. Resolution of the dispute between the organisations must be completed no later than 15 October. In special cases, NHO/Tekna may agree jointly to extend this deadline.

2. In enterprises where no local enterprise group has been established:

In situations where no local group has been established, a representative of members at the enterprise is entitled to present the views of Tekna members prior to implementation of the annual salary assessment and adjustment process. If Tekna wishes to make interventions on the issue of salary adjustments to the enterprise, such interventions must be made via NHO or the relevant employer organisation.

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§ 10 SALARY ASSESSMENT AND SALARY ADJUSTMENT

Each enterprise should operate with a salary policy that is adapted to internal circumstances within the enterprise.

The enterprise shall make an annual assessment of the salaries of individual Tekna members, including those who are absent due to parental leave. Adjustments resulting from these assessments shall be brought into effect annually on a pre-determined date.

The enterprise shall determine each individual member's salary on the basis of an impartial assessment of skills and expertise, competence, work effort, experience, levels of responsibility linked to the position in question, as well as the development of the employee since the previous assessment. Work in the role of group representative should be taken into consideration when conducting the assessment.

Individual salary awards may only be made after a dialogue, such as a conversation about salary, between the employee and his or her supervisor. Each individual member is entitled to ask the enterprise about the reasons behind his or her salary determination.

The enterprise's assessment shall take into account that younger members of Tekna normally exhibit a rapid rate of skills development.

In enterprises where an employer introduces bonus arrangements (either in the form of profit-sharing or performance-based incentives for individuals or teams), the criteria for such arrangements shall be made known to all affected employees.

In enterprises where a performance-based salary system is introduced, the parties shall hold discussions at local level as to how the salary system is applied in relation to the time spent serving in the position of group representative.

To the extent that the enterprise in any given year finds it necessary to correct any imbalances that may have arisen, it shall carry out a salary supplement adjustment on a date other than that described in the above.

§ 11 SPECIAL AGREEMENTS

The parties agree that this Basic Agreement represents a frame agreement, and it is their joint intention that it will be supplemented with special agreements.

Demands for entry into, or the revision of, special agreements shall be matters for local negotiation between the parties at the enterprise. Minutes from such negotiations shall be prepared containing records of the parties' respective views.

Termination of special agreements:

1. The parties shall hold negotiations at local level concerning special agreements prior to their termination. However, termination may take place if negotiations have been requested but have not been held within a period of eight days.

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

2. Unless otherwise agreed, special agreements of limited duration can be terminated prior to their expiry date on provision of at least one month's notice. If an agreement has not been terminated prior to its date of expiry, the same period of notice will apply, i.e. for one month at a time.
3. Unless otherwise agreed, special agreements for which it has been decided or assumed shall apply until further notice, can be terminated any time on provision of one month's notice.

§ 12 SKILLS DEVELOPMENT

The parties recognise the major significance that supplementary training and education has for individuals, the enterprise and wider society. For this reason, they wish to emphasise the value of boosting the know-how, skills and expertise of employees, and that enterprises should thus direct a major focus on the structured training of Tekna members.

Centrally, the parties wish to emphasise the importance of a holistic human relations policy that, among other things, encourages the maintenance and development of the resources and skills of senior employees. It is a stated objective that as many employees as possible shall be able to play an active role and remain as valuable members of the workforce throughout their careers.

If full- or part-time leave of absence is required in connection with training or education that is of value both to an individual employees and the enterprise, this should be granted unless there are specific reasons otherwise.

Moreover, in connection with other educational activities of relevance to the further development of an individual employee, the enterprise should be accommodating in terms of granting full- or part-time leave of absence, provided that this can be achieved without causing particular inconvenience to the enterprise.

In this context, the term 'education' is understood to mean activities that offer qualifications leading to advancement within the enterprise, such as post-doctorate degrees and scholarships.

Actions and measures:

Individual enterprises shall present their objectives for future development as the basis for an assessment of their skills requirements. It is the responsibility of the enterprise, in collaboration with the employees, to carry out assessments and implement any actions that are relevant for individual employees. Such assessments shall be updated annually. In situations where a gap is identified between an enterprise's current skills portfolio and its future requirements, it is assumed that the gap will be closed either by initiating relevant training measures or other means.

The enterprise is responsible for bearing the costs linked to further and continuing educational initiatives implemented in response to its needs. The enterprise and its employees have a joint responsibility to adopt adequate measures to close skills gaps.

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Group representatives and the enterprise shall enter into discussions as to how skills development within the enterprise can best be developed by implementing the aforementioned measures.

§ 13 LOCAL MEETINGS / CONSIDERATION BY THE ORGANISATION-

In the event of local meetings or consideration by organisation on issues pertaining to this Basic Agreement, each of the parties may request that such meetings be held within 14 days.

§ 14 CIRCUMSTANCES THAT ARE NOT GOVERNED BY THIS BASIC AGREEMENT

NHO and Tekna may, during the term of this agreement, discuss matters regarding the entry into agreements on issues other than those governed by the provisions of this Basic Agreement.

§ 15 DURATION, COLLECTIVE NOTICE

- a) This Basic Agreement comes into force on 1 July 2024 and shall be valid up to and including 30 June 2026 and for a further one year at a time unless terminated by one of the parties on the provision of least 2 – two – months' written notice.
- b) In the event of collective notice, the parties undertake to give at least 14 days' notice. The form and content of a collective notice shall comply with the provisions set out in Section 16 of the Norwegian Labour Disputes Act (*arbeidstvistloven*).
- c) The notice of stoppage (the final extent of the stoppage) shall be provided with at least 4 days' notice, and no later than in connection with the demand for termination of arbitration pursuant to Section 25 of the Labour Disputes Act.

The parties agree that in connection with the exercise of rights to notify and carry out industrial action, it may be necessary in some cases to exchange lists of names, including information regarding trade union membership.

- d) Similarly, notification of any extension of a conflict shall also be provided by both parties with at least 4 days' notice.

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ADDENDA TO THE AGREEMENT:

1. Skills development

The parties agree to continue with discussions on issues linked to skills development.

2. Inclusion under the agreement

Tekna shall, on an annual basis and by the end of the first quarter, provide information to NHO of the number of persons employed at each individual enterprise that fall within the scope of the agreement.

3. Deduction of trade union dues

If an enterprise employs more than 25 persons, it shall undertake the deduction of subscriptions for Tekna members if group representatives so request. This will also apply if an enterprise has less than 25 employees if it pays salaries directly into its employees' bank accounts. Even if an enterprise does not pay its employees' salaries directly into their bank accounts, it will be possible to enter into a local agreement with an individual enterprise that enables it to deduct the Tekna subscription.

The Tekna group representatives shall provide the enterprise with a list of its members for whom the subscription deduction shall apply. The representatives and Tekna as a whole have joint responsibility for ensuring that the list is updated and correct at all times. Deductions may be made either directly by the enterprise or by the enterprise's bank.

4. Information and Development Fund

An agreement has been entered into between the parties regarding an Information and Development Fund.

If changes are made to corresponding agreements reached elsewhere in the industrial sector, the parties will discuss issues related to any changes that may be needed to the provisions governing agreement on the Information and Development Fund as it relates to Tekna.

5. Remote working

The parties acknowledge that technological advances, particularly in the fields of information, telecom and computer technology, now offer new opportunities for employees to perform their ordinary tasks outside what has been defined as the traditional workplace. This is frequently referred to as remote work.

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In enterprises where remote work is relevant, the parties should enter into discussions at local level as to how it can be facilitated effectively. Written agreements regarding remote work can be entered into with individual employees.

6. Diversity – Equality – Equal opportunity

Following negotiations that took place in 2000, the parties are agreed on the objectives, etc. pertaining to diversity, equality and equal opportunity, which are appended to this Basic Agreement (see Appendix 2).

7. Joint working committee

The parties agree to establish a joint working committee that will convene as soon as possible. The committee will comprise four members from each party, appointed by the respective persons responsible for negotiation activity. The focus of the committee's work will be linked to collaboration, skills development and other relevant issues of interest to the members of the two organisations.

8. Discussions regarding pensions, etc.

The financial consequences for employees will be on the agenda as part of discussions regarding pension and insurance arrangements.

In situations in which members of Tekna are requested to select a change from a defined benefit pension scheme to a contribution scheme, employers must ensure that data are available that highlight the financial consequences. Realistic assumptions must be used regarding salary development for Tekna members that may influence their future pension benefits.

9. Parental leave

In accordance with Section 12-3 of the Norwegian Working Environment Act (*arbeidsmiljøloven*), the enterprise shall pay regular salaries to employees during periods of parental leave.

10. Notice to leave or summary dismissal of Tekna group representatives

The dismissal/summary dismissal of a group representative may not take place without reasonable grounds. Moreover, emphasis shall be given to the special position that a Tekna group representative holds within the enterprise.

The dismissal of a group representative shall be subject to 3 months' notice unless the provisions of the Norwegian Working Environment Act (*arbeidsmiljøloven*) or the individual's employment contract stipulate a longer period of notice. This special

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period of notice shall not apply if the dismissal relates to personal circumstances linked to the representative's own conduct.

The provisions set out in Section 15-17 of the Working Environment Act shall apply correspondingly. However, if Tekna maintains that the dismissal is unfair, the representative in question shall remain in employment until a decision is reached by the Labour Court of Norway (Arbeidsretten). In such cases a writ of summons must be submitted no later than 8 weeks after notice of termination has been received.

If an enterprise is closed down, it is important that the employees involved retain a representative for as long as possible. The same applies in cases where a bankrupt enterprise is being run by a receiver during the winding-up process.

Before an elected representative is dismissed or summary dismissed, the issue shall be discussed by the board of the local Tekna group, provided the person concerned does not object or that such discussions do constitute an affront to others.

If Tekna group representatives or other employees who have been dismissed or summary dismissed during the last 3 months prior to enrolment of the enterprise in NHO, and it is claimed that the dismissals are due to demands made for a collective agreement, the dispute shall be dealt with pursuant to the rules set out in this Basic Agreement.

The above provisions apply correspondingly to employee health and safety representatives, members of the Working Environment Committee, and employees sitting on the enterprise's Board and Corporate Assembly.

Oslo, May 2025

For NHO

Jon F. Claudi
(Sign.)

For Tekna

Marianne Gran Juriks
(Sign.)

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

The parties' joint comments to the Basic Agreement between Tekna and NHO

Ref. Section 2

Demarcation regarding the definition of 'senior management' will depend on the enterprise's the company's organisational structure and in some cases on the size of the enterprise.

It is not the position title/job description that determines whether or not a given position comes within the scope of the Agreement.

Members of Tekna who act as representatives of the enterprise in negotiations with local Tekna group representatives are exempt.

The term 'participate' is understood to mean that the person in question exerts a decisive influence on the determination of general salary and work conditions.

If problems arise relating to demarcation issues, these shall be resolved by discussions at local level. The parties agree that weight should be given to the views of the person in the position in question.

Ref. Section 4 b), subsection 7

If prevailing conditions are otherwise met, it will require very weighty commercial or production-related reasons to refuse a Tekna group representative participation in the meetings and courses referred to.

Ref. Section 9

The minutes of said negotiations shall be recorded and signed in the form of a protocol. The aim of this is to ensure that both parties have the opportunity to have their views on the relevant issues summarised in writing.

The deadlines for dispute consideration may be waived pursuant to the provisions set out in Section 10, subsection 2.

Parties at local level are jointly recommended to evaluate the conduct of annual salary negotiations.

Ref. Section 10

The parties are of the opinion that on the introduction of a performance-based salary system, it is important that Tekna representatives are not disadvantaged in terms of their awards relative to what they may have received if they had not been group representatives.

The parties agree that the 'reasons' (ref. subsection 4) may be communicated verbally.

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APPENDIX 1: Agreement related to the new early negotiated pension scheme (AFP)

Agreement concerning a new early negotiated pension scheme (AFP)

I Introduction

The early retirement pension scheme (AFP) was established in connection with the 1988 wage settlement. The aim was to provide employees of enterprises bound by the collective wage agreements an opportunity of early retirement (under certain conditions) before reaching the national insurance retirement age.

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

On this basis, the parties to the 2008 collective agreement, agreed that the existing AFP scheme should be replaced by a new scheme adapted to the rules governing the new national insurance retirement system.

The parties have accepted the Government's view that the AFP scheme should continue in the form of a neutral, lifelong addition to the national insurance retirement pension. Initially the pension can be taken out from the age of 62 according to the retiree's wishes. The monthly payments will be reduced if the pension is taken out early and will increase the later it is taken out. The new AFP scheme can be combined with earned income without the AFP pension being reduced. Under this arrangement, the AFP scheme, combined with the new national insurance retirement system, will contribute towards achieving the principal aims of the pension reform.

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

II Statutes

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

These statutes contain detailed rules for both the pre-existing and the new AFP scheme. Involved enterprises must at all times keep themselves updated regarding their obligations under the scheme. The statutes also contain special rules regarding the possibility that certain employees may not be entitled to an AFP pension.

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The prevailing statutes can be found at www.nyafp.no.

III The original AFP scheme

The original AFP pension is paid to employees who have filed an application for such a pension before 31 December 2010 and who met the conditions as they applied on the date of implementation. The last implementation date for the original AFP pension is 1 December 2010. The original AFP will run until the month in which the retiree turns 67.

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

IV The new AFP scheme

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

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

V. Conditions for entitlement to the new AFP pension (key points, see also the statutes)

In order to be entitled to the new AFP pension, an employee must, at the time of taking out the pension and for the last three 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-earning income which, calculated as annual income, exceeds the current basic national insurance amount (G) for the preceding income year.

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

We refer also to the statutes (www.afp.no) concerning special rules relating to part-time employment, sick leave, lay-offs, leave of absence, employer bankruptcy, other income, other pensions paid from other places of employment, redundancy pay, ownership interests in the enterprise, ownership interests in other enterprises, etc.

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

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VI. Level of pensions in the new AFP scheme

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

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

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

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

An AFP pension will be regulated in the same way as an income-related pension in the new national insurance retirement scheme, both during earning and payment.

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

The costs of the AFP scheme will be financed by the enterprises, or parts of the enterprises, that are or were members of the Joint Scheme. In addition, the State will make a contribution linked to the pension qualifications of individual retirees.

The State will contribute to the financing of the AFP scheme. The rules as set out on the Act no. 110 of 23 December 1988 will apply until 31 December 2010, while the rules of the AFP Contributions Act will apply from 1 January 2011.

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

The enterprises will pay a premium to the Joint Scheme to cover that part of the costs not covered by the State's contribution. Additional rules governing payment of premiums are set out in the statutes of the Joint Scheme for early-retirement pensions (AFP), and in resolutions adopted by the Board of the Joint Scheme.

In the period from 2011 up to and including 2015, some people will still be receiving the original AFP pension. During that period, enterprises that belonged to the original AFP scheme will have to pay a premium to that scheme, as well as a contribution for their employees who have taken out an original AFP pension. The premium and contributions will be determined by the Board of the Joint Scheme.

As part of the new AFP scheme, the enterprises must pay a premium for their employees and others who have received pay and other remuneration reported under code 111-A in the Tax Directorate's tax code summary. The premium rates will be determined by the Board of the Joint Scheme. The premium shall be a percentage of the total payments made by the enterprise according to tax reports returned by the enterprise under code 111-A. The enterprise shall pay a premium only for

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that part of the payment to individual employees in the preceding income year for amounts between 1 and 7.1 times value of G.

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

VIII.

In addition to those enterprises that are members of the NHO and for which the wage agreement is binding, this present agreement applies also to enterprises that are not members of the NHO, but which have wage agreements with the federation.

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APPENDIX 2: DIVERSITY - EQUALITY - EQUAL OPPORTUNITY

The concept of diversity is new to Norway. Norwegian equal rights policy is based on a time when Norwegian society was considerably more homogeneous than it is today, and where such issues were confined entirely to women's rights and opportunities. Today, the situation is radically different. As a result it is necessary to extend the equal rights and opportunity concept to apply to all groups regardless of gender, age, ethnic origin, sexual orientation, family situation, etc.

Diversity, equality and equal opportunity must take culture and traditions into account. Achieving change requires detailed development work focusing on cultural adaptation by means of proactive measures. This work must be conducted at all levels and in all areas. Efforts must be made to ensure that a holistic approach is adopted when addressing these issues.

Management commitment

Top management must be thoroughly committed to the concepts of diversity, equality and equal opportunity, and this commitment must be reflected at all levels of management. Managers must also be assessed on the results they achieve in this area.

Integration

Diversity, equality and equal opportunity must be fully integrated into day-to-day operations and development work within the enterprise in question, and must find expression in the enterprise's strategy and action plans. Such strategy must be applied when employing new personnel, in relation to promotions, training and skills development, and should be integrated in position and salary systems.

Diversity in the employment market

Access to qualified personnel is a crucial factor for the competitiveness of any enterprise. Business and industry thus face a challenge in terms of obtaining personnel represented by women and minority groups. One way of achieving this is to ensure that the enterprise in question is perceived as an attractive workplace for such groups.

Diversity in the workforce and management team means better decisions and better results.

Family-work life balance

Achieving a good family-work life balance is important at all stages of our lives. A flexible working hours system is one of the means that can be used to achieve this. Alternative working hours systems should thus be discussed at local level within the enterprise in question.

Skills and expertise of senior employees

Working life is currently subject to rapid change, and continuous skills development is of crucial importance. As a result there is a tendency for older employees in particular to feel they are being forced out of working life. In this connection, NHO and Tekna wish to emphasise the requirement for an integrated personnel policy that maintains and develops the skills and expertise of older employees. It must be an objective that as many employees as possible are able to play an active role and be in demand in the workplace right up until retirement age.

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Proactive project-oriented action

NHO and Tekna agree to co-operate in the field of project-oriented measures with a view to making a contribution towards promoting diversity, equality and equal opportunity as key values in working life.

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APPENDIX 3: AGREEMENT relating to the Information and Development Fund between Tekna and NHO

§ 1. OBJECTIVE

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

§ 2. INSTRUMENTS

Measures linked to information and training, including courses and schooling, shall be aimed at the following:

1. A modern training programme for union representatives with a particular focus on rationalisation, safety and working environment issues, productivity, financial issues and workplace collaboration.
2. The training of enterprise managers and other employees in the same fields as stated in item 1.
3. The preparation, facilitation and development of training initiatives.
4. The promotion of healthy and correct rationalisation with the aim of increasing productivity.
5. The promotion of good working relations within individual enterprises.

§ 3. FUNDING

The fund's assets are generated by an annual payment made in arrears by the employer of NOK 828 for each member of Tekna who is employed at the enterprise and included within the scope of the Basic Agreement (*cf. Section 2 of the Basic Agreement*). NOK 169 is subtracted from each individual member's salary.

In connection with the 1985 revision of the agreement in respect of contributions to the Information and Development Fund, the following was included:

“N.A.F’s negotiators recognised that they could accept that members of NIF, who are excepted from the provisions of the Basic Agreement, cf. Section 2, subsection 2, shall have their contribution to the Information and Development Fund subtracted from their salaries. It is however up to individual members to inform NIF that they do not wish that a deduction be made.”

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

In situations where a deduction is made from a member's salary, the enterprise shall pay a corresponding contribution to the fund. Tekna will notify its members of the content of the aforementioned clause.

§ 4. COLLECTION OF PREMIUMS

The employer is to pay the premium stipulated in Section 3 to the fund's administrative board.

§ 5. ADMINISTRATION

The association is governed by a board consisting of four members. The parties nominate two board members each – from administration and/or an enterprise that is party to the Basic Agreement. The nomination process adheres to the terms of the Basic Agreement. A candidate may be re-nominated. Members who leave their positions/offices or who retire will also give up their seats on the board on the date they leave their position/office.

The party in question shall nominate a new member. The position of board chair will be occupied alternately at two year intervals by representatives of NHO and Tekna.

§ 6. THE FUND'S APPLICATION AND DISTRIBUTION

Each year, in advance, the association's board shall stipulate the amount to be set aside to fund joint objectives and administrative expenses. The fund's other assets are to be allocated – half going to each – by a special committee appointed by each of the two parties. NHO and Tekna shall keep each other mutually informed of the special committee's plans for fund allocations and of any actions that have been implemented.

§ 7. ACCOUNTS AND THE ANNUAL REPORT

The fund's accounting year follows the calendar year. At the end of each accounting year, annual accounts shall be prepared and audited by a state-authorised auditor appointed by the fund's board. The accounts and the annual report shall be forwarded to NHO and Tekna.

§ 8. WINDING UP

If the fund is wound up, the remaining assets accrue to NHO and Tekna, each organisation receiving the amount that it was entitled to utilise in accordance with Section 6 of the agreement. These assets must be used in accordance with the provisions of Section 2 of the agreement.

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

APPENDIX 4: EARLY RETIREMENT PENSION SUPPLEMENT SCHEME

between

**the Norwegian Confederation of Trade Unions (LO) and the Confederation of
Vocational Unions (YS)**

Section 1 Background and objective

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

The objective of the ERPSS is to provide additional benefits to employees who retire with a contractual early retirement pension (AFP) at the ages of 62, 63 or 64 without having any additional income from work.

This appendix (the Early Retirement Pension Supplement Scheme appendix) replaces the text incorporated in the 2018 agreement.

Section 2 Establishment

The ERPSS is drawn up jointly by the LO and YS as a separate legal entity. The ERPSS is thus solely responsible for its own legal obligations. Establishment of the ERPSS enables the LO and YS to address their collective bargaining agreement obligations pursuant to § 3.

Within the framework of this appendix, the LO and YS will reach agreement on the more detailed rights and obligations pertaining to individual employees as they apply to the ERPPS. Regulations governing early retirement pension supplements that apply at any given time are available on the ERPSS website at www.sliterordningen.no.

The ERPSS comes into effect on 1 January 2019. The ERPSS may transfer its administration either in part or in full to the Joint Scheme for Early Retirement Pensions (AFP).

Concurrently, new disbursements from, and premium obligations to, the Severance Pay Scheme are terminated. The Severance Pay Scheme will remain in existence until the obligations it has incurred up to and including 31 December 2018 are disbursed.

The ERPSS shall notify the NHO of any amendments made to the regulations governing the scheme.

Section 3 Collective bargaining agreements incorporating the ERPSS appendix

The LO and YS must include the ERPSS appendix in all collective bargaining agreements entered into with the NHO involving the AFP scheme. The LO and YS must offer to incorporate the ERPSS appendix unaltered into all collective bargaining agreements involving the AFP scheme 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 Hauliers Association (NLF), the Norwegian Shipowners' Association (NR) and the Norwegian Association for Church Employers (KA). With the consent of the ERPSS, the appendix may be incorporated unaltered into collective bargaining agreements agreed between organisations other than those set out in the first paragraph, once the agreements in question are entered in the AFP list. If the collective

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bargaining agreement in question included an AFP appendix on 31 December, consent must be granted.

In the private sector, the LO and YS confederations must incorporate the ERPSS appendix unaltered into all specific agreements that include an AFP scheme. This does not apply if another, similar early pension retirement supplement scheme is currently in force at the company in question. Companies that have agreed specifically to another early retirement pension supplement scheme cannot enter the ERPSS by specific agreement at a later date.

The exceptions related to coverage and association for the AFP scheme apply correspondingly to the ERPSS.

Section 4 Individual requirements

Early retirement pension supplements may be granted to employees born in 1957 or later, and are conditional on the employee;

- having been granted an early retirement pension from the Joint AFP Scheme,
- having been employed at the time of withdrawal from the AFP scheme at a company that is party to the ERPSS, and
- having an average income for the past three calendar years prior to receipt of payment that does not exceed 7.1 G (where G is the defined basic national insurance amount).

Following withdrawal of the early retirement pension supplement, a recipient is permitted to have a gross annual income of up to NOK 15,000. If this amount is exceeded, the ERPSS will be rescinded in its entirety, and no new early retirement pension supplement will be granted.

The ERPSS is entitled to adopt regulations concerning what is meant by the terms average income and gross annual income, and may also adjust the income limit of NOK 15,000.

The regulations governing an individual's rights under the ERPSS at any given time are available on the ERPSS website at www.sliterordningen.no.

Section 5 Benefits

For persons born in 1963 or later, the full benefits correspond to 0.25 G (where G is the defined basic national insurance amount) per year. The benefits are scaled as follows:

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

No ERPSS benefits are granted to persons retiring after the age of 65.

Persons born in 1957 receive 1/7 of the benefits set out in the first paragraph. Those who are born

later receive a further 1/7 of the benefits for each yearly cohort up until the 1963 cohort.

Benefits cease upon death or on reaching 80 years of age.

The benefits are adjusted in the same way as current disbursements made by the national insurance and AFP schemes.

Section 6 Financing

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

The ERPSS is financed by funds transferred from the Severance Pay Scheme, premiums paid by companies and investment yields on the funds.

Companies are obliged to pay premiums from 1 January 2019 up to and including 31 December 2023. Premium rates will be the same as those that applied to the Severance Pay Scheme as of 31 December 2018. From 1 January 2019, premiums to the Severance Pay Scheme will no longer accrue.

Premiums are calculated on the basis of the number of employees at the company who are incorporated in the ERPSS. Monthly premium rates are as follows:

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

The ERPSS is responsible for preparing more detailed rules governing the calculation and collection of premiums. The parties agree that we should seek to adjust quarterly premiums such that they are calculated on the basis of the number of employees at the end of each month in the preceding quarter.

Neither the companies nor the NHO bear any responsibility for the obligations pertaining to the ERPSS.

Section 7 Amendments and termination

If the AFP scheme is amended, and if such amendments have a bearing on an individual's right to receive an early retirement pension supplement, the ERPSS shall evaluate the need for any amendments, including a requirement for longer membership of the Norwegian National Insurance scheme.

The LO and YS shall conduct an ongoing assessment of the ERPSS and its financial sustainability. If it becomes necessary to address the financial robustness of the ERPSS, the LO and YS may agree jointly to undertake changes that may deviate from the provisions set out in this appendix concerning benefit entitlements and the size of benefits.

From the point in time that finances dictate that the scheme should not be subjected to further obligations, the LO and YS may decide that new early retirement pension supplements will no longer be granted.

The ERPSS will be terminated following payment of its last early retirement pension supplement.

Funds that remain after all obligations have been met will be returned to the parties to the Severance Pay Scheme (the NHO and LO) and utilised for related purposes determined jointly by these parties. It is a precondition that the NHO and LO, in consultation with the YS, reach agreement on the use of such funds, taking into proportionate consideration the fact that other collective bargaining arrangements have also contributed to the finances of both the Severance Pay Scheme and the ERPSS.

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

Oslo, 1 April 2019

Hans-Christian Gabrielsen
LO

Ole Erik Almlid
NHO

Vegard Einan
YS

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