

KSK

BASIC AGREEMENT OF 1966  
(Hovedavtalen)

between

the Norwegian Employers' Confederation (NAF), all national associations,  
local associations and individual undertakings

and

the Norwegian Federation of Trade Unions (LO) and all unions and  
associations (divisions).

To constitute part I of all collective agreements between the  
Norwegian Employers' Confederation and the Norwegian  
Federation of Trade Unions (cf. note after sec. 45)

Part A.

Chapter I.

The right to organize.

Section 1.

NAF and LO recognize the mutual right of employers and workers to organize  
freely.

Addition:

The negotiators of NAF proposed a new 2d paragraph:

"It is therefore in conflict with a basic principle of cooperation between  
the two main organizations if it is attempted to prevent appointment or  
employment of an employee because the employee or the undertaking is or-  
ganized or unorganized".

The negotiators of LO remarked that they considered this addition super-  
fluous as the rule was evident already from section 1 now in force.

The negotiators of NAF then declared that they withdrew their proposal  
for a new 2d paragraph.

Chapter II

Right and duty to negotiate.

Section 2.

- 1) Where a collective agreement is in force, no work stoppage or other labour  
dispute shall occur.

Disputes concerning the interpretation of a collective agreement or a  
demand based on a collective agreement shall be settled by the Labour  
Court if the parties cannot agree under the rules of subsections 2-4.

- 2) Disputes between an undertaking and its workers shall first be submitted  
to negotiations between the undertaking and the shop-steward or shop-  
stewards. At these meetings minutes shall be kept for the information of  
the parties concerned.

- 3) If no agreement is reached through negotiations carried out pursuant to  
subsection 2, the parties involved, or the main organizations, may agree  
to continue negotiations on the spot after summoning a responsible repre-  
sentative from each organization.

The main organizations or their subordinate bodies may not contact mem-  
bers of the other organization directly regarding wages and working con-  
ditions without the consent of the other organization.

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- 4) If no agreement is reached through the negotiations provided for in subsections 2 and 3, or if such negotiations do not take place, or if it is a dispute between the organizations, each of the parties is obligated to refer the conflict to the national organizations concerned, or to LO and NAF, or to subordinate organizations authorized by these.
- 5) Negotiations shall be held within 8 days after a written request therefor by one of the parties.

Chapter III.

Shop-stewards.

Section 3.

At each undertaking shop stewards shall be elected to represent the organized workers if the undertaking or the workers request it.

Section 4.

At undertakings employing up to 25 workers, 2 shop-stewards may be elected.

At undertakings employing:

26— 50 workers,	3	shop-stewards,		
51—150	"	4	"	"
151—300	"	5	"	"
301—500	"	6	"	"
501—750	"	8	"	"
over 750	"	10	"	"

If so desired, the election of shop-stewards can take place groupwise. Any group of workers, recognized as such by the undertaking and averaging at least 25 workers, is then entitled to one shop-steward on the committee. This holds even if the number of shop-stewards thereby should exceed the scale above.

If the undertaking employs members of a single trade union only, and the trade union has members from this undertaking only, members of the trade union executive committee may be elected shop-stewards to the extent permitted under this agreement.

Where the workers of an undertaking belong to more than one trade union, each one of which is affiliated with LO through its national union, joint meetings (factory meetings) can be called, where these workers elect a chairman of the shop-steward committee. The chairman may then be elected outside of the other elected shop-stewards.

The election shall fully express the will of the majority of the organized workers.

Addition:

If certain workers of a concern are members of an organization not affiliated with LO, the calculation of the number of shop-stewards shall be based on the number of workers employed by the undertaking minus those attached to these organizations.

Section 5.

The shop-stewards at the concern shall be elected among the workers of recognized ability and with experience and insight into its working conditions. They shall, as far as possible, be elected among workers who have been employed at the undertaking for the last 2 years. They shall be over 21 years old. Workers under 19 years of age, however, shall be entitled to elect one representative under 21 years of age of the number fixed in section 4.



Note:

If one of the parties believes that the election has been conducted in conflict with these rules, the matter may be submitted to the main organizations for discussion. Further, the main organizations can discuss an adjustment of these rules in cases where most of the workers are under 19 years of age.

The election shall be valid for one calendar year at a time.

If a shop-steward terminates his employment at an undertaking, he shall cease functioning as such.

Within 8 days the undertaking shall be notified in writing of the names of those elected and who is the chairman of the committee. A worker cannot demand to be recognized as a shop-steward prior to such notification. The workers previously elected shall be recognized as shop-stewards until the undertaking has received notice of the new election.

Addition:

The NAF negotiators proposed to include the following provision:

"The workers are not entitled to elect others to act instead of the shop-stewards in matters belonging under the authority of these".

The LO negotiators pointed out the following congress resolution from 1925 which was still in force:

"... No organization, cells, groups or action committees must be organized for the purpose of putting out of action the normally established and elected authorities within the labour union or promote aims which are parallel to those of the union ...".

Referring to this, the LO negotiators were of the opinion that any provision in this respect was superfluous in the Basic Agreement.

Accordingly, the NAF negotiators relinquished their proposal.

Chapter IV.

Joint declaration of the main organizations concerning the shop-steward system.

NAF and LO agree that it is of vital importance to the good relations at the place of work that cooperation between the representatives of the management and the shop-stewards proceeds in a rational and secure way, and that the shop-stewards are enabled to fulfill effectively their tasks in conformity with the Basic Agreement.

Referring to this, the main organizations agree as follows:

- 1) In concerns where the position of shop-steward, because of the size and the technical character of the concern, the wage system of the collective agreement, etc., requires particularly much time, it may be taken up locally whether the work of the shop-stewards can be lightened by putting at their disposal a suitable work room at the undertaking.
- 2) In such undertakings, the question of remunerating the chairman of the shop-steward committee to a greater extent than fixed in section 8, 1, 2d paragraph of this agreement, may be taken up.

In connection with such discussions, the local parties can ask the advice of their organizations.

The main organizations wish to stress the importance of the workers as well as the undertaking having representatives with the best possible qualifications for dealing with questions of cooperation. The main organizations will, within their field of membership, try to qualify the representatives of the parties for the tasks incumbent upon them under the Basic agreement through information and courses.



Mutual rights and obligations of the undertaking  
and of the shop-stewards.

Section 6.

- 1) The shop-stewards at the undertaking shall be recognized as the official representatives and spokesmen of the organized workers.  
  
In common with the employers and persons representing the undertaking in its dealings with the workers, it is the duty of the shop-stewards to do their best to maintain peaceful and effective cooperation at the place of work. This applies during working hours, during conferences between the management and the shop-stewards, when reporting to their own organizations and when dealing with the organizations of the other party.  
  
This also applies to the performance of other functions assigned to the shop-stewards.
- 2) The shop-stewards have the right to take up and seek to settle amicably any grievance of the individual workers against the undertaking, or of the undertaking against the individual workers.
- 3) Within the terms of the collective agreement, the shop-stewards are entitled to commit the workers in matters that concern the whole labour force or groups of workers. It is assumed that the shop-stewards, if they deem it necessary, will submit the matter to their fellow-workers before committing themselves. The management shall be answered without undue delay.  
Note:  
When the shop-stewards, on behalf of the workers, on special occasions make an agreement with the employer to make up one working day by working longer hours on other days, the rules for overtime work shall apply, unless the parties make another agreement.
- 4) Like the employer, the shop-stewards shall see to it that the obligations of the parties under the collective agreement, the factory regulations and the Workers' Protection Act are followed to the extent that these duties are not particularly vested in other institutions. It is therefore inconsistent with the duties of the employers and the shop-stewards to stimulate or take part in any unlawful conflict.

Section 7.

- 1) When the shop-stewards have a question to discuss, they shall communicate directly with the employer or his representative at the place of work.
- 2) The chairman, or in his place the vice-chairman or the secretary of the shop-stewards committee, shall have unrestricted access to the various departments of the establishment to the extent necessary to perform the task of a shop-steward. They must notify their immediate superior in advance and inform him of the reason for having to leave their place of work, besides, as far as possible, they shall let the supervisor of the department concerned know to whom they wish to speak.
- 3) Also the other shop-stewards shall be able to perform their tasks as such unimpeded. In this connection they can leave their place of work with the permission of their immediate superior.
- 4) When particularly important tariff questions at the individual undertaking must be dealt with immediately, the shop-steward committee should be given the opportunity to meet during working hours unless important production requirement prevent it.



- 5) When officials of the LO or the trade union which has a collective agreement with the undertaking want admittance to settle questions in connection with the agreement, such admittance shall be given after the management has been informed. This does not change the provisions of section 2, 3, 2d paragraph.
- 6) The shop-stewards at the undertaking and workers with commissions of trust within the trade organization shall not be refused time off without very good reason when called to meetings or negotiations by their organization or when attending courses or carrying on other technical information work.
- 7) All shop-stewards must do their best to ensure that production is interfered with as little as possible and that, as far as possible, no stoppage is caused in the regular operation of special machines.

Addition:

In answer to an inquiry the LO negotiators said that the meetings and negotiations that might come into account according to section 7, 6 are: Meetings of the main executive committee, the committee of representatives, national meetings, congresses, executive meetings of the District Trades Council, tariff negotiations in conformity with section 2 of the Basic Agreement.

Section 8.

- 1) In negotiating with the shop-stewards the employer may either be present in person or appear through a representative whom he appoints within the management. The employer or his representative may summon other members of the management to participate in the negotiations. After conferring with the employer, the shop-stewards may call in representatives of the workers concerned.

For the time used for pre-arranged negotiation meetings in accordance with section 2, 2 and 3 of the Basic Agreement, the shop-stewards shall, when the meetings take place at the undertaking, be remunerated in the same way as for May 1 and 17 (the A-arrangement).

(In undertakings with different rules for payment for May 1 and 17, a special agreement shall be made).

Note:

It is the understanding of the parties that for negotiations regarding labour disputes ordinarily no more than 3 shop-stewards take part. The parties have also presumed that special rules for the remuneration of the shop-stewards may be agreed on at the individual concern.

The same remuneration as mentioned above shall also be paid for meetings in accordance with section 9 of the Basic Agreement - for meetings in works councils, departmental committees and cooperation committees in conformity with part B of this agreement - and also for safety committee meetings.

- 2) At the place of work the employer shall daily have a responsible representative whom the shop-stewards can consult. The employer shall inform the shop-stewards in writing of his name. If this representative cannot come to a decision immediately because he wants to look into the matter more closely, he shall give his answer without undue delay.



Section 9.

In parts A and B of the Basic Agreement, NAF and LO have framed rules aiming at adjusting conditions for good cooperation between the organizations and between the undertaking and the employees. To the individual person it is of the greatest importance that the feeling of unity between him and the undertaking is strong and alive, and this is also a prerequisite to effective production. In order to obtain such a feeling of unity it is important to have practical ways of discussing common problems and of mutual information on questions of interest to the management and the employees. Through this cooperation the employees, through their experience and insight should take part in increasing efficiency, reducing production costs, improving the competitive capacity of the industrial concerns, and thereby establish the economic prerequisites for secure and good working conditions for the benefit of the undertakings and the employees as well.

- 1) The main organizations agree that it is important in strengthening the cooperation and the mutual confidence within the individual undertaking that the management keeps the shop-stewards informed of the position and development of the undertaking, financially and in regard to production.

It is also important that the employees are kept informed about conditions immediately connected with their place of work and the daily operation. The management shall therefore discuss with the shop-stewards (the negotiation committee),- or, as the case may be - with the departmental shop-stewards,- questions concerning the ordinary operation, important changes in the technique and methods and in working conditions. Such discussions shall take place at regular intervals and at least once a month unless the parties of the establishment agree on something else.

Note:

Above is meant by department an independent department with its own management with authority to make decisions in questions concerning the department. The top management shall discuss with the shop-stewards to which extent such departments exist at the individual undertaking. If no agreement is reached, the question may be submitted to the Cooperation Council.

Addition:

The discussions to take place according to section 9, 1, may be combined with the meetings mentioned in sections 29 and 36 in part B, but this is not to interfere with the rights of the shop-stewards as stated in part A.

- 2) The management shall, as early as possible, confer with the shop-stewards (the negotiation committee) regarding intended expansions, reduction of output or changes in operation of substantial importance to the employees and their working conditions.

When the employment and the working conditions of the employees are involved, they shall be given opportunity to express their viewpoint through their shop-stewards before the decisions of the management are put into effect. If the management finds that it must disregard the comments of the shop-stewards, it shall give the reasons for its standpoint. Conference minutes shall be kept and signed by both parties.

If the undertaking in connection with reduction of the number of employees, finds that it must deviate from the seniority rule and the shop stewards are of the opinion that the facts do not justify this, the question may be brought in for negotiation between the organizations. If, within 3 days after the conference, the shop-stewards inform the concern that they want such negotiations, the disputed lay-offs are delayed till after the negotiations between the organizations.



- 3) In concerns owned by companies, contact meetings between the board of directors and the shop-stewards are held once a year or as often as one of the parties expresses a wish for it - unless they agree on another arrangement. The purpose is to strengthen the cooperation and mutual confidence by discussing questions of mutual interest.

The manager of the concern summons the parties and organizes the contact meetings. The meetings shall not interfere with the ordinary procedure of dealing with labour disputes, cf. section 2 of the Basic Agreement.

Note:

The parties realize that it will not always be practical with participation by all board members and all shop-stewards in the contact meetings, but each side should be represented in a way that ensures that the purpose of the established arrangement is achieved.

Section 10.

If a shop-steward is guilty of gross violation of his duties according to the Basic Agreement, NAF may demand of LO that he resign as a shop-steward. If LO does not find the demand justified, the dispute is settled by the Labour Court. If then a shop-steward must resign, the workers of the concern must immediately elect a new shop-steward.

If it is the representative of the concern who has grossly violated the Basic Agreement, LO can take up with NAF his continued status as the representative of the management vis-a-vis the workers, cf. section 8.

Section 11.

Dismissal or lay-off of a shop-steward or a safety guardian must not take place without just cause. When discharging a shop-steward or a safety guardian individually, the employer must give him 4 weeks' notice, unless the Workers' Protection Act or the collective agreement entitles him to longer notice. If LO claims that the dismissal is without just cause it shall not be put into effect before the decision of the Labour Court is at hand. The presumption is that a writ has been issued at the latest one month after the notice of dismissal has been received. Otherwise, the shop-stewards and the safety guardians shall have no special privileges in the establishment.

If the dismissal is due to shortage of work, the notice to shop-stewards or safety guardians shall be the same as for other workers.

Before the employer discharges or lays off a shop-steward or safety guardian he shall notify the other shop-stewards (the negotiation committee). These are entitled to know the reason unless the shop-steward or safety guardian concerned objects to this, or the information might have a discrediting effect to other persons concerned.

If a concern within the last 3 months before becoming a member of NAF has dismissed shop-stewards or other workers and it is claimed that the dismissal is due to a demand for a collective agreement with the concern, a dispute about reinstatement or maintenance of the dismissal shall be dealt with according to the rules of the Basic Agreement.

Disputes regarding dismissal of shop-stewards or safety guardians in connection with transfer or corporate reorganization of the concern are dealt with in the same way if LO claims that the dismissal is in conflict with section 1 of the Basic Agreement.



Chapter V.

Terms of notice for special agreements.

Section 12.

- 1) Written special agreements concerning wages or working conditions entered into by the management and the workers' representatives are binding on the parties until terminated by written notice. This does not prevail, however, if the special agreement conflicts with the collective agreement which, in conformity with the rules of the organizations, has been established for the concern.
- 2) If the special agreement has a specific date of expiry it may be terminated by giving <sup>at least</sup> 1 - one - week's notice before the date of expiry, unless something else has been specified in the special agreement or in the collective agreement. If no notice of termination is given at the time of expiry, the same term of notice is in force for 1 - one - month at a time.
- 3) If it has been decided or presumed that the special agreement shall be in force for the time being, it may be terminated at any time with at least 1 - one - week's notice, unless something else is specified in the special agreement or in the collective agreement.  
The provision in subsection 3, 1st paragraph is not put to use when it has been agreed or presumed that a special agreement shall be in force as long as the collective agreement of the undertaking is in force. Unless it is agreed in connection with an ordinary revision that such a special agreement shall expire or be changed, it is also in force during the term of the next collective agreement.
- 4) When a special agreement expires after notice of termination while the collective agreement between the parties is still in force, the conditions dealt with in the special agreement shall be adjusted according to the terms of the collective agreement.

Chapter VI.

Questions of employment.

Section 13.

Workers shall not be obliged to work with or under the management of persons who have shown such improper conduct that a request for their removal seems desirable from a general social point of view. If there is a dispute about this, work stoppage or any other form of industrial strife may not take place. Negotiations shall be commenced pursuant to provisions of section 2, and the dispute shall be adjudged by the Labour Court if no agreement is reached.

Section 14.

- 1) Leave of absence may be given:
  - a) When the parties have agreed on it in conformity with section 6, 3.
  - b) If such unpredictable circumstances arise as are mentioned in section 42, 1 of the Workers' Protection Act.
  - c) When a conflict comprising part of the employees of the undertaking causes that other employees cannot be occupied in an effective way.
  - d) When other valid reasons necessitate such action by the undertaking.
  - e) When the collective agreement or custom authorizes the concern to do it.
- 2) a) When giving leave of absence, 2 weeks' notice in writing shall be given, figured from the end of the working day when the notice is given. Leave in accordance with 1 b, however, may be given with only 2 days' notice, — in case of fire, 2 weeks.
- b) The under a) mentioned terms of notice are not to be used if the agreement or the factory regulations authorize shorter notice.



Neither are the terms of notice valid when giving leave of absence due to a conflict at another concern or an unlawful conflict at the undertaking concerned. Also in these cases, however, the undertaking is bound to give as long notice as possible.

Note:

The rule in subsection 2, b, second paragraph applies only when the conflict results in it being impossible to occupy other employees in an effective way in the same department or in other work at the undertaking.

- c) Neither shall the under a) mentioned terms of notice be applied when there is unlegitimate absence to an extent which makes it impossible for the establishment to occupy the workers in a financially justifiable way in the same department or with other work within the establishment.
- 3) Before notice of leave of absence is given, a conference with the shop-stewards shall be held in conformity with section 9. The same applies if the concern, when reinstating after the leave, wants to follow other rules than those used when giving the leave of absence.  
When, in accordance with the rules of subsection 2, the workers shall be allowed a time limit before the leave of absence is put into effect, this time limit starts only after such a conference has been held.
- 4) Whenever possible, the probable length of the leave of absence shall be given in the notice.
- 5) Notice in connection with a conflict at the undertaking (1c) shall, as far as possible, indicate which employees will be affected by the prospective leave of absence, and the individual employees who will be given leave shall be notified definitely as long time ahead as possible.
- 6) If the undertaking puts into effect leave of absence without observing the terms of notice mentioned in subsection 2, it shall pay the workers ordinary wages till the term of notice has expired. During leave of absence in conformity with subsection 1,b, ordinary time rate is paid.
- 7) When the employees are given leave of absence, they shall, if they request it, be given an attestation in writing by the employer. The attestation shall state the reason for the leave and - if possible - the probable duration.
- 8) When employees, in conformity with these terms, are given leave of absence, they are still associated with the undertaking and have the right and duty to resume work there as long as their working contracts have not been formally terminated according to the rules otherwise in force. If the concern terminates the contract of employment during the period of leave of absence, the employee is entitled to wages for the term of notice in force in such a situation. If the undertaking wants it, the employee is then obliged to perform work for the undertaking during this term of notice unless he is working for another employer. If an employee whose contract has not been terminated during the leave, is not reinstated after the expiry of the leave, the concern is obliged to pay him wages during the term of notice in force.

Notes:

- 1) The rules of section 14 do not apply to employees who are employed and discharged within the typically seasonal industries, e.g. the canning industry. when shortage of work, raw materials or working capital causes the temporary lay-off of these employees without the regular notice of dismissal, these are also still associated with the concern. It is therefore their right and duty to start in at the undertaking again as long as their contracts have not been formally terminated.



- 2) When a worker has been given leave of absence according to the rules of section 14, the obligation of sickness insurance continues both for the employer and the employee as long as the obligation exists according to the Sickness Insurance Act. The obligation continues only as long as the employee is not in other work which requires insurance.
- 3) The rules of section 14 do not prevent the employer or the employee from terminating the contract of work according to the rules otherwise in force.
- 4) The rules of section 14, 8 have not regulated the responsibility for compensation which might arise for the employer in connection with the leave.
- 5) The provisions of subsection 2 do not involve any changes in the customary right of the undertaking to give leave of absence because of weather obstacles.
- 6) When it can be done without detriment to production, the employees shall, as much as possible, be given leave of absence for public assignments (state and local). This does not apply if these assignments can be taken care of out of working hours.

Section 15.

If nothing else has been agreed on - e.g. in conformity with the terms of section 6, 3 - the following is in force concerning shifting of working hours as a result of a general reduction of the delivery of electric power:

- 1) In the cases where the working hours for such a reason are shifted at a concern, no extra pay shall be given for work during the hours from 6 a. m. to 8 p.m. For work on shifted hours out of this period, 20% addition to the ordinary wages shall be paid.
- 2) The undertaking is obliged to shift the working hours to other hours if it thereby can maintain operation of not less than an average 30 hours a week, of which at least 4 hours a day. The obligation of the concern may be terminated with one week's notice in writing.

Note:

These rules do not apply directly to shift work. When it comes to shifting working hours for such work, individual agreements between each concern and its employees shall be attempted. The main organizations presume, however, that the directives of subsections 1 and 2 of this section are also made the basis for shift work.

Chapter VII.

May 1 and 17.

Section 16.

If nothing else is stipulated in the collective agreement, the provisions of the law concerning May 1 and 17 are in force for those to whom they apply.

Disputes concerning the provisions are treated in accordance with the rules of section 2.

Chapter VIII.

work certificates.

Section 17.

When an employee leaves an establishment after due notice, at his own request or through the action of the employer, regardless of the reason therefor, he shall receive a work certificate covering the period during which he was employed at the establishment.



The certificate shall include only:

- a) Name and date of birth.
- b) Date of commencing at the concern.
- c) Date of termination (without stating any reason).
- d) Trade.
- e) Wage rate at termination.
- d) Date of his last holiday.

An employee who is discharged is also entitled to a work certificate, but the employer may then state that the employee was discharged. If the employee concerned wishes, the employer shall first confer with the shop-stewards in such cases.

Chapter IX.

New members of NAF and LC.

Section 18.

For undertakings which join NAF during the period of a collective agreement, or which during the period start operations not included in the agreement, the following shall apply:

- 1) These shall be covered by agreements concluded by the organizations on behalf of undertakings in the same category if NAF or LC requests it. Disputes as to the category of the undertaking shall be settled by the Labour Court. When classifying an undertaking for a collective agreement, its operation and working conditions and the kind of work and its execution shall be considered. The designation of the undertaking shall not be the determining factor, the main purpose being to adopt the collective agreement most suitable to its operation.  
If a concern at the time of enrolment is bound by an agreement (below called special agreement) this will be in force till it expires.
- 2) Request conforming to the first paragraph must be made by NAF at the same time as the union concerned is informed that the undertaking has been enrolled as a member of NAF, or when the special agreement of the concern is terminated by NAF, or at the latest, 2 weeks after the Confederation has received notice of termination of the special agreement. Request conforming to the first paragraph must be made by LO or the union concerned at the latest 2 weeks after the union has been informed by NAF that the undertaking has been enrolled as a member, or when the special agreement in force at the undertaking is terminated by the union concerned, or at the latest, 2 weeks after the union has been informed of the notice of termination of the special agreement. Both parties may, however, request an extension of one month, within the same time limit. If request has been made within the time limit for one agreement to take effect, then other agreements also may later be requested by both parties to take effect.
- 3) Where a number of collective agreements between the organizations can be referred to, they shall be cited in the following order of priority:
  - a) collective agreement at the national level,
  - b) collective agreement covering a group of undertakings in the same town or district where the newly enrolled concern is situated.
  - c) collective agreement covering a single undertaking in the same place,
  - d) another collective agreement covering undertakings in the same category.

This order of priority may be deviated from when it is necessary for the adoption by the undertaking of the collective agreement under which it naturally belongs according to the system of collective agreements concluded by



the two main organizations. If the parties are not in accord on the agreement to be adopted, the matter shall be settled by a committee with a representative of each party and a neutral umpire who is appointed by the State Conciliator if the parties do not agree on the appointment.

- 4) Where the wage rates of the collective agreement concerned (hourly, daily, monthly or percentage wages, or piece work) are not automatically applicable, negotiations take place pursuant to section 2. If no agreement is reached, the dispute shall be settled by a committee composed as prescribed in subsection 3 above.

The same provision shall apply where the collective agreement contains no rates of pay for certain categories of the newly enrolled undertaking, or where special conditions there necessitate the incorporation of provisions not included in the collective agreement put into effect. The wages shall be fixed in conformity with section 19, 2.

- 5) If at the time of enrolment of an undertaking, notice of termination has been given in support of a request for a collective agreement, or if conciliation proceedings have been decided upon, a committee may decide that work performed during the past period shall fully or partly be post-paid in accordance with the wage rates which are put into effect at the undertaking. When it comes to establishing a collective agreement at the concern for the first time, however, additional pay may not be claimed for a period further back than one month after written proposal for a collective agreement was made by the workers' organization. If it is a question of revising an earlier collective agreement at the undertaking, additional pay may not be claimed sooner than from the time the previous agreement expired.

- 6) If the workers of a newly enrolled concern have previously had certain advantages which are not ordinarily regulated by collective agreements and which have not been taken into consideration when establishing collective wage and working conditions, such advantages may continue in force for the individual workers as long as they are associated with the concern. NAF may, however, demand that also such advantages be omitted under special circumstances. If in this connection a dispute arises which is not settled by negotiations according to section 2, it shall be settled by the committee in conformity with subsection 3 above.

If the collective agreement which takes effect at a newly enrolled undertaking contains clauses concerning retention of advantages in addition to those fixed in the agreement, such a clause does not entitle the workers to demand that the advantages shall be retained to a greater extent than mentioned above. In case of dispute it shall be settled by the committee.

Note:

Special advantages which ordinarily are not regulated by collective agreement may be e.g. free medicine, free schooling for the children of employees, or paid leave of absence in connection with duties of citizenship.

Section 19.

For workers becoming members of LO during the period of a collective agreement, the following applies:

- 1) When the workers of an undertaking which is bound by a collective agreement are newly organized, and they perform their work in a locality where this agreement applies, and without their being covered by it, each of the parties may demand negotiations concerning wages and working conditions of the newly organized workers pursuant to section 2. In case of dispute, it shall be settled by a committee with membership in accordance with section 18, 3.



- 2) When the collective agreement contains no wage rates for these workers, the decision of the committee shall consider, to a reasonable extent:
  - a) the wage and working conditions settled by collective agreement for the other workers of the same undertaking,
  - b) the proportion of the wages under the collective agreement for corresponding groups of workers employed under corresponding conditions at other undertakings covered by collective agreement between the main organizations.
  - c) the general level of wages for the group concerned in other collective agreements between the main organizations.

Note:

For the purposes of this section, supervisors in administrative positions are not considered workers.

Chapter X.

Collective notice of termination.

Section 20.

NAF and LO will, at the time of contract revision or with respect to notice concerning a work stoppage under the Labour Disputes Act, accept as valid a notice of termination of employment exchanged between the two organizations or between affiliated federations and unions, when the main organization has received notice of such. Both parties bind themselves to a minimum of 2 weeks' notice of termination.

The notice of termination shall conform in form and contents to section 28 of the Labour Disputes Act.

Apprentices on contract are not included in a collective notice of termination according to section 20, 1st paragraph unless they are particularly mentioned in the notice to be exchanged between the organizations.

Apprentices shall, when they are not included in the notice of termination, continue their training during the work stoppage. As far as possible, the establishment shall carry on the training in the regular way.

If the stoppage makes it impossible to carry on the training in an effective way, the apprentices may be given leave of absence for the duration of the stoppage with at least 7 days' notice.

For apprentices given leave of absence according to subsection 3, the question of a possible extension of the apprenticeship because of the work stoppage shall be settled in accordance with section 10, 4th paragraph of the Act Respecting Apprentices or corresponding stipulations in other legislation.

Chapter XI.

Sympathetic actions.

Section 21.

The obligation to maintain peaceful relations shall not limit the right of either employers or workers to participate in work stoppage in support of other lawful conflicts, provided the consent of NAF or LO has been obtained. Negotiations between these organizations must precede the action of expanding the principal conflict.

Negotiations shall commence within 4 days after request therefor.

Notice of work stoppage shall be given as provided in section 20.



For sympathy strikes at undertakings affiliated with NAF in support of workers at undertakings not belonging to any employers' federation, 3 weeks' notice must be given.

If LO declares a sympathy strike among the members of NAF because of a conflict at an undertaking not affiliated with NAF, LO shall simultaneously declare a sympathetic strike at corresponding unaffiliated undertakings, if such exist; however, the number of workers at the unaffiliated undertakings participating in the sympathetic strike shall be approximately equal to the number of workers at the affiliated undertakings.

The main organizations can agree on exceptions to this rule. LO may except state, communal, cooperate and worker-owned concerns.

The right of LO to declare sympathetic strikes at undertakings affiliated with NAF in support of demands against unaffiliated undertakings is contingent upon such demands not going beyond the conditions contained in NAF collective agreements for similar undertakings.

Notice of termination of employment under the rules of this section shall be unconditional, unless the main dispute involves the right to have working conditions embodied in a collective agreement at undertakings where at least one half of the workers are organized in national unions affiliated with LO. If the object of the dispute is to protect the right to organize, LO or national unions affiliated with LO are entitled to avail themselves of conditional notice regardless of the degree of membership.

Addition:

"NAF's negotiators proposed that the expression "state, communal" in paragraph 6 of the section should be changed to "public activity".

LO's negotiators remarked that the expression now used does not allow LO to exempt public productive concerns which do not mainly produce for national defense requisites.

With reference to this NAF's negotiators withdrew the proposal.

The provision in section 21, last sentence refers to cases where the employer dismisses those who organize, so that the number of these never amounts to 50% of the workers. For as a rule LO will comply with the practice of many years of not starting an industrial conflict in order to establish a collective agreement when only a minority of the workers of a concern is organized. Corresponding rules will be followed as far as the salaried employees are concerned.

LO is willing to conclude agreements with contents corresponding to that of section 21 with other employers' organizations and, moreover, also include provisions in these agreements corresponding to section 1 of the Basic Agreement.

Chapter XII.

Voting procedure.

Section 22.

A. Workers' voting procedure.

I.

For voting on proposed collective agreements, those having the right to vote shall be called to a meeting where the proposed agreement shall be explained and a written secret ballot taken. The ballots shall be collected, either by the executive committee of the trade union or by a specially appointed committee. The ballots shall be sealed and held by the executive or the special committee until the voting in the electorate district is concluded.



The executive committee or the special committee shall then count the ballots and record the results. The voting results shall be sent to the national union concerned and shall not be published in any form until the main organization has given its permission. If requested, the ballots shall be sent to the national union.

The national unions shall send the local unions a summary of the combined results of the voting.

The voting may also be carried out by sending each employee covered the proposed agreement and a ballot with the obligation to return this with his vote.

II.

- a) All organized workers of a concern who will be covered by the proposed agreement have the right to vote on it.
- b) In trade unions where the members constantly shift their place of work (building workers, transport workers, lumbermen, agricultural workers, workers in seasonal plants, etc.) all members are entitled to participate in voting.
- c) When there is submitted to a local union an agreement which in fact determines wages and working conditions for the entire trade, all its members have the right to participate in voting.
- d) All members enjoying the right to vote have the duty to vote.

III.

- a) If so few vote that the results do not show adequately the majority opinion, the national union executive committee can order a new ballot. The new ballot shall cover all unions concerned and all members qualified to vote.
- b) In concerns where there is shift work, and no dispute, the meeting or meetings shall be held so that all members get the opportunity to vote.

IV.

Members who are receiving financial assistance from a union and who fail to vote on a proposal without valid reason, forfeit their right to continued assistance. Disputes between a trade union and its members concerning this provision shall be settled by the executive committee of the national union.

V.

This voting procedure shall be followed by all organizations affiliated with LO.

VI.

Any dispute within the workers' organizations concerning the voting procedure shall be settled by the LO Secretariat.

VII.

These rules do not alter the right of the national unions and the Secretariat to conduct and terminate contract negotiations and conflicts under the statutes in force, cf. the statutes of LO.

B. Employers' voting procedure.

When proposed agreements are submitted to a direct vote, those members of NAF covered by the proposal shall participate. The ballot shall be secret and in writing. To defeat a proposal submitted to direct vote it is required that at least half of those entitled to vote have voted for its rejection.



If a proposed agreement for an individual or several individual members of a national association contains provisions which may affect the working conditions of other members of the association, all members of the latter are entitled to vote.

These rules do not affect the right of the Central Executive Committee of NAF and of the national associations to conduct and terminate negotiations and conflicts under the statutes in force at any time in the organizations.

Part B.

Cooperation Agreement.

Chapter XIII.

works Councils.

Section 23.

Establishment.

In all concerns with at least 100 employees, a works council shall be established, consisting of representatives of the top management and of the employees.

Works councils shall also be established in concerns with less than 100 employees if one of the parties requests it and the main organization of the party agrees.

Section 24.

Composition of the works council.

- a) In concerns with 100-400 employees, the management can appoint up to 5 representatives. The employees shall have 5 representatives. Of these, the workers elect 3 representatives, among these the at any time officiating chairman of the the shop-steward committee according to part A, is ex officio member. The supervisors can elect one representative and the technical and office employees, one representative.
- b) In concerns with more than 400 employees, the management can appoint up to 7 representatives. The employees shall have 7 representatives. Of these, the workers elect 4 representatives, among these the at any time officiating chairman and vice-chairman of the shop-steward committee are ex officio members. The supervisors<sup>can</sup> elect one representative, the technical employees one representative and the office employees one representative.
- c) If works councils are established in concerns with less than 100 employees, the council shall consist of up to 2 representatives of the top management and the chairman of the shop-steward committee. In addition, the supervisors and the technical and office employees can elect one representative.

If there is only one management representative in the council, he can use one of the employees as his personal secretary. The secretary may attend the meetings of the council, but without any of the privileges vested in the members.

Addition:

In concerns with less than 100 employees where works councils have not been established, the duties dealt with in the provisions of this agreement concerning works councils, department councils and cooperation committees shall be taken care of jointly by the management and the shop-steward committee. Cooperation questions in these concerns can also be taken up with the Cooperation Council.

- d) Nobody can be elected a representative outside his own group.
- e) In each group, the same number of deputies as representatives are elected. The individual group decides whether there are to be personal deputies.



- f) The representatives appointed by the undertakings shall be persons of real influence and good knowledge of all conditions within the concern. Thus, the management shall not appoint a subordinate as its representative. All-in-all, it is presumed that in choosing representatives and deputies one must seek, as extensively as possible, to have represented the various fields of knowledge and experience within the undertaking.

Section 25.

Election and the right to vote.

The management appoints its own representatives.

Election of the employees' representatives is in writing and secret within each group under the direction and control of the shop-stewards of the group concerned.

If those entitled to vote within one group belong to several organizations, their shop-stewards shall confer regarding the summoning to the meeting and the conduct of this. If they cannot agree, it is referred to the Cooperation Council which decides how to arrange the election.

Elections shall be arranged so that all who are entitled to vote may do so.

Entitled to vote in the election of the representatives are all those employed by the concern. Employees belonging to the management, however, are not entitled to vote.

Section 26.

Term of service.

The elections shall take place before the end of the calendar year. The members of the council begin to serve at the beginning of the new year. The term of service of the representatives who are not ex officio members is 2 years.

Where a works council is established for the first time, it shall take office immediately after the election and shall function till the turn of the year which brings the term of service as near as possible to 2 years.

Re-election may take place.

Section 27.

The members of the council.

Members of the works council must be over 21 years of age and are to be chosen among the most competent employees of the concern, if possible among those who have worked there the last 2 years.

If a member of the works council transfers to a position belonging in another group than the one he is elected from, or if the member terminates his employment at the concern, he ceases to function as a member of the council and his deputy takes his place.

The provisions of sections 10 and 11 in part A correspondingly apply to the elected members of the works council.

Section 28.

The direction of the council.

The work of the council is directed by a chairman and a secretary elected among the members for one year.

The chairman is elected alternately by the management and the representatives of the employees, unless the parties agree on another arrangement.



when a representative of the management is chairman of the council, the employees choose the secretary and vice versa.

The deputies of the chairman and the secretary are selected from the same group as the chairman and the secretary.

Section 29.

Meetings of the Council.

The works council has ordinary meetings as often as the parties agree on it and at least once a month unless the chairman and the secretary agree that no meeting is necessary and none of the parties requests that a meeting be held. The agenda of the meeting are prepared jointly by the chairman and the secretary and distributed to the members at least 3 days in advance. As far as possible, copies of the documents to be dealt with should be annexed to the agenda.

Proposed subjects which the council members wish discussed must be submitted to the secretary early enough for inclusion in the agenda.

If the representatives of one of the groups with members on the council agree on requesting it, an extraordinary meeting may be called with 3 days' notice.

Section 30.

Field of activity of the council.

The works council is an advisory and informative body. Its main task shall be through cooperation to work for the most efficient production possible and for the well-being of everybody working in the concern.

With this object in mind, the council, among other things, deals with:

- a) Informative and confidential reports from the management on the economic status of the concern and its standing within its industrial branch, as well as other matters of importance to production and sales possibilities. In this connection, written financial statements are given to the same extent as it is normally given the stock-holders through the financial account at the annual general meeting. If the members of the council ask for it, they shall be entitled to return to the account at a later meeting of the council.
- b) Questions in connection with the activities of the concern, major changes in production plans and methods, questions of quality, the development of products and plans regarding expansions and restrictions or reorganization which are of substantial importance to the employees and their working conditions.

Reports on the activities of the concern and the production plans for the immediate future.

Such reports and discussions shall take place as early as practicable and so often that the works council is as well informed as possible about the development in these fields.

The council shall work for a sound and correct rationalization. Through informative work it shall promote understanding for the social and industrial importance of this.

- c) Suggestions and measures for improving employee safety and health, also suggestions for improving the protective and health promoting measures within the framework of the Workers' Protection Act. The council shall see to it that the provisions of the Act are observed by all parties when this is not taken care of by other institutions.
- d) Social measures (welfare).



- c) Questions regarding vocational training for the employees, including information to new employees.  
When the council has expressed its opinion on a question, the management shall deal with it as soon as possible and inform the council of its decision at the first meeting thereafter.  
When matters mentioned under a) and b) of this section are under discussion, the information given by the concern shall be kept absolutely secret to the extent requested by the management.

Section 31.

Minutes and reports.

Minutes are kept of the council's discussions. Excerpt of the minutes shall be given to the management, the members of the works council, and the cooperation committee, and also to those shop-stewards who are not members of the council.

The works council shall keep the interested parties informed of the results of its work in a manner which will increase interest in the work of the council.

The Cooperation Council may obtain a report on the work of the councils. The printed form for this is sent to the management who must have the council make the report and send it to the Cooperation Council.

Section 32.

Questions concerning wages and working hours.

The works council shall not deal with questions of wages and hours of work or disputes on the interpretation of collective agreements or work agreements. Issues of this kind shall be dealt with according to the stipulations of part A.

However, there may be general discussions on the introduction of standard wage and piece work systems, but the council may not enter into any agreements on this.

Chapter XIV.

Department councils.

Section 33.

Establishment.

In undertakings with independent departments of the kind mentioned in the note of part A, section 9, 1, department councils may be established - if the parties agree on it - consisting of representatives of the management of the department and of the employees.

Section 34.

Composition, elections and the right to vote, etc.

The stipulations of section 24 on the composition, section 25 concerning elections and the right to vote and of section 26 concerning term of office and of section 28 concerning the direction of the works council, correspondingly apply to the department councils. The parties may, however, agree on a different composition of these councils.

Section 35.

Field of activity of the department councils.

On their own initiative, the department councils can deal with the same questions mentioned in section 30 insofar as the problems have reference to the department of the council concerned. In such questions they shall act as



an advisory committee to the management of the department and report directly to it. Section 32 applies in the same way.

The works council and the management may submit special questions to the department council.

Also the department council shall report on its activities to the works council and to the cooperation committee.

Section 36.

The meetings of the department councils.

Meetings shall be held as often as the parties agree on it and at least once a month unless the parties agree that the meeting is unnecessary. The stipulations of section 29 concerning agenda and summoning to an extraordinary meeting and of section 31, 1st and 2d paragraphs, concerning minutes and reports apply correspondingly.

Chapter XV.

Joint meetings.

Section 37.

When the chairman and the secretary of the works council agree on it, all the members of the works council and the department councils are summoned to a joint meeting. At these meetings, the management gives information about the status of the concern and the tasks ahead, and the further work of the various councils is discussed.

Chapter XVI.

Cooperation committees.

It is evident to the main organizations that conditions at the various concerns may differ so much that the form of cooperation suitable to one concern is not suitable to another. It is therefore very important that the top management together with representatives of the employees tries to find those forms of cooperation which are most suitable to that particular concern, e.g. by establishing cooperation committees.

Section 38.

Composition.

where cooperation committees are established, the parties of the individual undertaking themselves decide the composition of the committee. If no agreement is reached, the committee shall consist of 1 representative of the management, the at any time officiating chairman of the shop-steward committee of the workers and one representative of the salaried employees. The stipulations of section 27 correspondingly apply to the members of the cooperation committee.

Section 39.

Field of activity, etc.

The cooperation committee meets when one of the members requests it. The committee shall discuss and if necessary, make suggestions for dealing with and solving questions concerning cooperation and its forms, media and further development at the individual concern. If no agreement is reached in the committee concerning a proposed solution, the matter may be put before the Cooperation Council for its evaluation and opinion in conformity with section 41.

Section 32 applies correspondingly.



Chapter XVII.

The Cooperation Council.

Section 40.

Establishment.

The Norwegian Employers' Confederation and the Norwegian Federation of Trade Unions agree on establishing a Cooperation Council consisting of 3 representatives with deputies of each of the two main organizations.

Section 41.

Field of activity.

The Cooperation Council shall be an informative and advisory body for the cooperation institutions of the undertakings.

It shall contribute to the individual works councils working in the best possible way. It shall encourage educational measures which will promote cooperation and also put at the disposal of the cooperation agencies of the individual concerns experiences from other concerns and research results which may be of practical significance to them.

The parties may attach to the Council representatives of research and science. These representatives are summoned to meetings where matters of fundamental importance to cooperation and forms of cooperation within industry and trade are under discussion. It is presumed that the representatives are kept informed concerning the activities of the Council to the extent necessary for their participation in the work of the Council.

The Council may also initiate research which it feels will be particularly important to further development of cooperation. In this connection the Council may also initiate practical experiments upon agreement with the individual undertaking.

The Cooperation Council itself may get in touch with the individual works councils and cooperation committees. In addition, at the request of a works council, either collectively or through some of its members, it may confer with the council concerned. The Cooperation Council shall, at the request of the parties of a cooperation committee or of one of the parties, be entitled to investigate cooperation conditions of the individual concern. It shall advise and direct as to establishment and composition of the cooperation instances of the concern, and as to the work in these and the cooperation work on the whole.

The Council shall be entitled to ask the parties for the information needed for its work. However, it may not request information on trade secrets.

Section 42.

The organization of the Cooperation Council, etc.

The Council itself establishes its rules of procedure. Its work is directed by a chairman who is elected alternately by NAF and LO for one year at the time. A vice-chairman is elected from the organization which does not have the chairman.

The Council does its work on a separate budget and among other things, by means of a secretariat with a permanent salaried staff. The Council may attach expert help to the extent it finds it necessary.

The expenses of the Council are paid equally by NAF and LO. These organizations also decide the budget at the suggestion of the Council.



Chapter XVIII.  
Information meetings.

Section 43.

When the works council finds it desirable, it may request that the management arrange information meetings for all the employees of the undertaking or its individual departments. The management then gives a general orientation about the conditions and prospects of the concern.

Part C.

Joint provisions.

Section 44.

Disputes concerning interpretation.

Disputes concerning the interpretation of this Basic Agreement may be submitted to the Labour Court. According to the agreement, only NAF and LO have the right to bring action.

Section 45.

Duration.

This agreement is in force till June 30, 1969 and further 2 years at a time unless it is terminated in writing by one of the parties 6 - six - months in advance.

Note:

The Basic Agreement is part one of all collective agreements in force or to be entered into by the organizations mentioned in the heading and/or their members.

Part B of the Basic Agreement applies to industrial and handicraft concerns in the same way as the previous agreement on production committees. It is presumed that NAF and LO and the employers' associations and unions concerned at any time may enter into negotiations to make part B of the Basic Agreement take effect or adapt the provisions of part B to other parts of the economic life than handicrafts and industry.

The relations of the parties of the individual collective agreements are in no way affected or changed by the Basic Agreement.

Oslo, January 15, 1966.

Norwegian Employers'  
Confederation

Norwegian Federation of  
Trade Unions



Chapter XVII

Industrial Relations

Section 17

When the works committee is established, it may request that the management arrange information meetings for all the employees of the undertaking or its individual departments. The management shall give a general orientation about the conditions and prospects of the works.

Part C

Local Agreements

Section 18

Disputes concerning interpretation

Disputes concerning the interpretation of this basic agreement may be submitted to the Labour Court. According to this agreement, only NAT and FO have the right to bring actions.

Section 19

Duration

This agreement is in force until June 30, 1989 and further 2 years at a time unless it is terminated in writing by one of the parties 6 - six - months in advance.

This Agreement is part of all collective agreements in force or to be entered into by the organizations mentioned in the opening chapter of this agreement.

Part B of the basic agreement applies to industrial and maritime companies in the same way as the previous agreement on production committees. It is a condition that NAT and FO and the employers' associations mentioned at the end of this agreement take effect as to the provisions of part B of the agreement of the economic life in the maritime and industrial relations of the parties of the individual collective agreements and in no way affected or changed by this agreement.

Dated January 15, 1988.

For the Federation of Trade Unions

For the Employers' Association

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