

BASIC AGREEMENT OF 1982

(Hovedavtalen)

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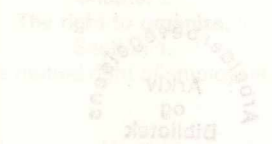
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(Hovedavtalen)

Published by the Norwegian Confederation of Trade Unions (N.A.F.) and the Norwegian Employers' Confederation (L.O.)

1982



The right to collective bargaining is a fundamental principle of the Norwegian Labour Act. The N.A.F. and L.O. have entered into a collective agreement for the first time, which is a significant step towards a more peaceful and stable labour market.

Chapter 1

Section 1

1) What is a collective agreement? It is an agreement between one or more trade unions and an employer or employers' association, which regulates the conditions of work for the employees covered by the agreement.

2) A collective agreement may be concluded between one or more trade unions and an employer or employers' association, based on a request from the employer or employers' association to the Labour Court if the parties to the agreement are not members of the same trade union.

3) A collective agreement may be concluded between one or more trade unions and an employer or employers' association, based on a request from the employer or employers' association to the Labour Court if the parties to the agreement are not members of the same trade union.

Published by Landsorganisasjonen i Norge (LO) and Norsk Arbeidsgiverforening (N.A.F.)

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Norwegian Employers' Confederation
Norsk Arbeidsgiverforening (N.A.F.)
Kr. Augusts gate 23, Oslo 1

Norwegian Federation of Trade Unions
Landsorganisasjonen i Norge (LO)
Youngsgaten 11, Oslo 1

BASIC AGREEMENT OF 1982

(Hovedavtalen)

between
the Norwegian Employers' Confederation (N.A.F.), 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 section 50).

Part A.

Chapter I.

The right to organize.

Section 1.

N.A.F. and LO recognize the mutual right of employers and employees to organize
freely.

Addition:

The **negotiators of N.A.F.** proposed in 1947 a new 2nd paragraph:

«It is therefore in conflict with a basic principle of cooperation between the two
main organizations if attempts are made to prevent the appointment or employ-
ment of an employee because the employee or the undertaking is organized or
unorganized.»

The **LO negotiators** remarked that they considered this addition superfluous as
the rule was evident already from section 1 now in force.

The **N.A.F. negotiators** then declared that they withdrew their proposal for a
new 2nd 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 par-
ties cannot reach an agreement under the rules of subsections 2—4.

2) Disputes between an undertaking and its employees 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 concern-
ed.

3) If no agreement is reached through negotiations conducted pursuant to subsec-
tion 2, the parties involved, or the main organizations, may agree to continue

negotiations on the spot after summoning a responsible representative from each organization.

The main organizations or their subordinate bodies may not contact members of the other organization directly regarding wages and working conditions without the consent of the other organization.

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

Chapter III.
Shop stewards.
Section 3.

At each undertaking shop stewards shall be elected to represent the organized employees if requested by the undertaking or by the employees.

Section 4.

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

At undertakings employing:

26— 50 workers,	3 shop stewards,
51—150 »	4 »
151—300 »	6 »
301—500 »	8 »
501—750 »	10 »
	12 »

Among the shop stewards a working committee is elected, consisting of a chairman, vice chairman and secretary, provided the number of shop stewards is at least 3.

One of the shop stewards may be elected study shop steward to handle vocational training as well as trade union information work. Moreover, shop stewards for other special tasks, e.g. a productivity shop steward, may be elected among the shop stewards.

In addition to the above-mentioned shop stewards, there are shop stewards elected in accordance with guidelines for the use of work studies and the general agreement on technological development and computer-based systems.

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

If the undertaking employes members of a single trade union only, and the trade union has members from this undertaking only, members of the trade union ex-

ecutive committee may be elected shop stewards to the extent permitted under this agreement.

Where the employees of an undertaking belong to more than one trade union, each one of which is affiliated to LO through its national union, joint meetings (factory meetings) may be called where they elect the chairman of the shop steward committee. The chairman may be elected from any group affiliated to LO, irrespective of which basic agreement between N.A.F. and LO the group belongs to. He may then be elected among others than the elected shop stewards.

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

The chairman of the shop steward committee may participate in all prearranged negotiation meetings, cf. section 2 of the Basic Agreement, between the employees and the undertaking, irrespective of which group affiliated to LO is concerned.

Addition:

1. If certain employees of an undertaking 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 affiliated with these organizations.
2. In concerns, a concern committee may be established in accordance with the rules in section 47 of the agreement.
3. In connection with the construction of large industrial plants, where several undertakings are involved in the implementation of the plant, a coordinating committee may be established with 1 shop steward from each of the undertakings concerned. The committee shall work on information about common interests and social welfare activities.

Section 5.

The shop stewards at the undertaking shall be elected among employees of recognized ability and with experience and insight into its working conditions. They shall, as far as possible, be elected among employees who have been employed at the undertaking for the last 2 years. The shop stewards should be over 20 years of age.

Note:

If one of the parties is of the opinion that the election has been conducted in conflict with these rules, the matter may be submitted to the main organizations for discussion. Even though the main organizations recommend that shop stewards should be over 20 years of age, employees over the age of 18 may be validly elected shop stewards. The condition is that they have been employed at the undertaking the last 2 years.

The election shall be valid for one calendar year at a time. The chairman, vice chairman and secretary can be elected for 2 years.

If a shop steward terminates his employment at an undertaking he shall cease functioning in this capacity.

Within 8 days of the election, the undertaking shall be notified in writing of the names of those elected in accordance with sections 4 and 5, 1st paragraph and who among these is chairman, vice chairman and secretary. An employee cannot claim to be recognized as a shop steward prior to such notification. The employees previous-

ly elected shall be recognized as shop stewards until the undertaking has been notified of the new election.

Addition:

The **N.A.F. negotiators** proposed in 1947 inclusion of the following provision:

«The workers are not entitled to elect others to act instead of the shop stewards in matters under the charge of these.»

The **LO negotiators** referred to the following congress resolution from 1925 which was still in force:

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

With reference to this, the **LO negotiators** considered any provision in this respect superfluous in the Basis Agreement.

Accordingly, the **N.A.F. negotiators** withdrew their proposal.

Employees who shall especially be the employer's representative, such as employees in very trusted positions as a manager within the undertaking or a personal secretary for the management of the undertaking, or who shall represent the employer in negotiations on or in connection with the settlement of wages and working conditions for subordinate personnel, cannot be elected shop steward.

Chapter IV.

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

N.A.F. 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 fulfil effectively their tasks in conformity with the Basic Agreement and the Working Environment Act, and as representatives at the undertaking for their organization.

Referring to this, the main organizations agree that the shop stewards shall be given the necessary time to perform their work as shop stewards at the undertaking. In this connection, if the parties so wish, an agreement may be made about the time needed for the shop stewards to perform their work as such within the regular working hours of the undertaking. The total time used for shop steward work is adapted to the extent of the work. It may also be discussed locally whether the undertaking, to facilitate the work of the shop stewards, shall put at their disposal a work room with the necessary equipment. During discussions in accordance with this paragraph, the size and technical nature of the enterprise, the wage system of the collective agreement, etc. shall be taken into consideration.

In connection with that stated in the second paragraph, the local parties may ask their organizations for advice.

With regard to remuneration for the time spent on shop steward work on the basis of this provision, reference is made to section 8, subsection 1.

The main organizations stress the importance of the employees as well as the undertaking having representatives with the best possible qualifications for dealing with questions of cooperation. The main organizations will, within their 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 employees.

Like the employers and persons representing the undertaking in its dealings with the employees, it is the duty of the shop stewards to do their best to maintain peaceful and good 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 organization 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 employee against the undertaking, or of the undertaking against the individual employee.

The management shall notify the working committee and the shop stewards of the specific department, if any, about new employees, and also let the new employees know who the shop stewards are. As soon as possible, the management shall also introduce the new employees to the chairman of the shop steward committee, and if there is a group shop steward, to him as well.

At larger workplaces, the management shall at suitable intervals summon the new employees to meetings of introduction where the management and the shop stewards inform them about the undertaking and the labour market organizations. Such meetings ought to be held not too long after employment has started. Also in smaller places of work, the management and the shop stewards shall cooperate in giving new employees such guidance.

The shop stewards shall be notified in advance about conditions which the undertaking wishes to inform the entire workforce about at a meeting with all employees or through a posted notice.

- 3) Within the terms of the collective agreement, the shop stewards are entitled to commit the employees in matters that concern the entire workforce or groups of employees. 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 delay.

Note:

When on special occasions the shop stewards, on behalf of the employees, 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 arrangement.

- 4) Like the employer, the shop stewards shall see to it that the obligations of the parties under the collective agreement, work regulations and the Working Environment Act are observed 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 instigate or participate in any unlawful conflict. Nor do shop stewards have the right to resign from their duties in connection with such a conflict.
- 5) Questions about carrying out other provisions of the Working Environment Act than sections 55 A — 68, on which no agreement is reached within the undertaking, or which cannot be settled without taking the matter to the State Labour Inspection may — if one of the parties wishes — be sought resolved through negotiations in accordance with the rules of the Basic Agreement, section 2, subsection 2.
- 6) The undertaking's personnel file shall be treated confidentially.

At the individual undertaking the parties shall discuss which personal information the undertaking may register, how the information shall be stored and how it may be used.

The rules practised must conform to the provisions laid down in legislation and in the General agreement on technological development and computer-based systems.

- 7) At each undertaking the need for, formulation and introduction of internal control measures shall be discussed between the parties.
In situations where direct and continuous TV monitoring of the individual employee in his work situation may be relevant, the purpose and need shall be clarified. Such monitoring should be avoided as much as possible, and the requirements for objectivity established in the Act relating to Personal Data Registers etc. must be enforced.
Systematic storage with the aid of video, etc. of such films is limited by the rules in the Act on Personal Registers, etc. with accompanying regulations.
Questions based on this section are dealt with in accordance with the provisions in the agreement between N.A.F. and LO on control measures in the undertaking.

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) Members of the working committee shall have unrestricted access to the various departments of the establishment to the extent necessary to perform the task of shop steward. They shall inform their immediate superior in advance of the reason for having to leave their place of work and shall, to the extent possible, also let the supervisor of the department concerned know with whom they wish to communicate.

- 3) The other shop stewards shall also 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 officials of LO or a trade union, as well as heads of their sub-divisions, which have a collective agreement with the undertaking want admittance to it 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, subsection 3, 2nd paragraph.
- 5) The shop steward committee may in agreement with the management have meetings during working hours without deduction from wages.
When the shop steward committee, in agreement with the management, finds that certain questions must be decided immediately, or that matters of special importance shall be dealt with, trade union meetings may take place during working hours without deduction from wages. This also applies to union meetings for the election of shop stewards and voting on proposed collective agreements. If the matter does not require an immediate decision, the undertaking shall be given at least 8 days' notice.
- 6) 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.

- 7) If the parties at an undertaking with less than 5 employees agree that there shall be no safety delegate, the functions of the safety delegate may be carried out by the shop steward.

The shop steward shall have free access where it is needed for his work as a safety delegate. If the person concerned must leave his place of work, his immediate superior shall be informed beforehand or as soon as possible.

Where no working environment committee has been established, the employer and the safety delegate shall also cooperate on the tasks assigned to safety delegates based on directives worked out in conformity with the Working Environment Act, section 26, subsection 7, 2nd sentence.

- 8) At undertakings where, in conformity with section 23 of the Working Environment Act, a working environment committee has been established, the management can set up a budget framework and within this give the committee the authority and responsibility for putting into effect safety measures on which the members of the committee agree. This does not limit the committee's decision-making authority in accordance with the Working Environment Act.

Section 7 a.

- 1) The shop stewards in the undertaking and employees with positions of trust in the trade union organization and in the Workers' Educational Association, the Norwegian People's Relief Association and the Workers' International Support Committee shall not be refused time off without compelling reason when called to meetings or negotiations by their organization, or when attending courses or

taking part in other trade union information work, including participation in trade union delegations or when used as lecturers. They may also be given the opportunity to serve as course supervisors in the organization's internal courses.

Employees who are to be trained for positions of trust as mentioned above shall also, to a reasonable extent, be given time off to participate in trade union courses or other organizational information activities.

Inquiries concerning time off in accordance with the above provisions shall be directed to the management as early as circumstances permit.

Note:

The parties emphasize very strongly the importance of having such inquiries discussed with the undertaking as early as possible.

- 2) 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.
- 3) In undertakings where circumstances permit it, employees who are elected to paid positions of trust in the trade union are entitled to a leave of absence without pay for two periods of service. The question of an additional leave of absence is determined in each case by the undertaking.

Addition:

When asked, the LO negotiators stated that the meetings and negotiations that might come into account according to section 7a, subsection 1, were:

Meetings of the main executive committee, the committee of representatives, national meetings, congresses, executive meetings of the District Trades Council, negotiations on collective agreements and negotiations based on section 2 of the Basic Agreement.

- 4) When it can be done without being detrimental to production, the employees shall to the extent possible be given a leave of absence for public offices (states and local). This does not apply if these assignments can be taken care of outside working hours.

Section 8.

- 1) In negotiations 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. The shop stewards may call in representatives of the employees to which the negotiations relate.

It is the understanding of the parties that in negotiations regarding labour disputes, ordinarily not more than 3 representatives from each party shall take part. When there is only one shop steward, or if only one of them is present, he can take with him another employee for negotiations with the management.

For the time used for prearranged negotiation meetings in accordance with section 2, subsections 2 and 3 of the Basic Agreement, the shop stewards shall be remunerated for lost earnings when the meetings take place at the undertaking within their regular working hours. The parties at the undertaking or within the

individual agreement area may agree on another way of calculating the remuneration.

For meetings held during the free time of the individual shop steward, he shall be remunerated in the same way as for holidays and May 1 and May 17, unless the parties within the individual agreement area agree on another method of calculation.

The remuneration mentioned in the above paragraph also applies to safety delegates for the time used for safety work.

For time spent by the shop stewards, apart from prearranged negotiation meetings, on work in accordance with chapter IV, 2nd-4th paragraph of the introduction, they are paid correspondingly.

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, consultation with the undertaking and cooperation committees in conformity with Part B of this agreement — and also for meetings in working environment committees.

The same remuneration shall also be paid if it is necessary to give the chairman and/or secretary of the works council time off to fulfil their duties.

- 2) At the place of work the employer shall daily have a responsible representative whom the shop stewards can consult. The employer shall give the shop steward committee his name in writing, and also that of his deputy. If this representative cannot reach a decision immediately because he needs to consider the matter more closely, he shall give his answer without undue delay.
- 3) The representatives of the undertaking and of the employees shall be authorized to carry on real negotiations, cf. subsection 2 above and section 6, subsection 3.

Section 9.

- 1) Objectives

LO and N.A.F. agree on the necessity of a good and trusting relationship between the undertaking and the employees. For the employees as a whole and for the individual it is of the greatest importance that the feeling of unity between the undertaking and the employee is strong and alive. This is also a necessary prerequisite for efficient production.

Through cooperation, the employees with their experience and insight shall take part in increasing efficiency, reducing production costs, improving the competitiveness of the undertaking, facilitating necessary adjustments as well as shaping a more satisfactory place of work and a working organization which is both efficient and meets the employees' need for self-development. In this way they also take part in creating the economic preconditions for the continued development of the undertaking and for secure and good working conditions for the benefit of the undertaking as well as for the employees.

The formulation of objectives in this section contains provisions which are binding with regard to the cooperation, and shall also serve as a guide for the parties of the individual undertaking when deciding how to organize the cooperation. The development of forms of co-determination and a better working environment in the undertaking will presuppose an extensive decentralization and delegation of decision-making authority within the organization of the undertaking. In the ac-

tual work on this, it is important to adapt the forms of cooperation and participation in the decision-making process to the nature and size of the undertaking, etc. It is assumed that those participating in the decision-making process at the various levels in the undertaking are responsible not only to the owners or their co-workers, but to the undertaking as a whole.

In the efforts to give those working within the individual departments or working group greater opportunities to make decisions on their own during their daily work, it is important, among other things, to promote an understanding for and insight into the financial position of the undertaking.

Learning, development, information and consultation will increase the individual's possibilities for participating in the decision-making process and create a basis for a meaningful work situation. The organizations therefore presume that all employees in the undertaking shall consider it an essential task to make proposals about what can be done within the various fields of the undertaking to allow for this development.

Experience shows that it is of little use to change jobs or positions in an isolated manner or to try to change the forms of organization and management within an individual group or department without any connection with the rest of the undertaking. Such changes need the support and active participation of the rest of the organization and may lead to major or minor changes in other parts of the organization as well. Representatives of the various parts of the organization must therefore be included in such development work.

The parties emphasize that it is the duty of the management of the undertaking, the employees and their shop stewards to take the initiative and actively support and participate in such development work. The organizations for their part will jointly and separately support this work through different measures.

2) The organizations' duties — guidance and control.

For the individual undertaking it is of the greatest importance that the parties in discussions arrive at practical forms of co-determination and co-influence in accordance with intentions and provisions in the agreements. Any agreement on the implementation of this may be made at the individual undertaking.

If one of the parties during such discussions finds it desirable to obtain assistance from the organizations, they shall request this separately or jointly. Upon such a request, the organizations are obligated to provide guidance and advice in the local discussions based on the relevant agreements. It is the organizations' obligation to help ensure that the schemes established and applied in the individual undertaking are based on the fundamental ideas and intentions of the Basic Agreement.

Such inquiries may be presented to the organizations on the basis of the provisions in this section, in Part B of the Basic Agreement as well as individual agreements referred to in section 48.

3) Material provisions.

a) The management of the undertaking shall (independent of the rules in subsections 1 and 2 above) as early as possible discuss with the shop stewards (the working committee), or as the case may be with the shop stewards of the individual departments, questions concerning the financial and production status and development of the undertaking as well as plans for expansion,

reduction of output or changes in operation of importance to the employees and to their working conditions.

b) The management of the undertaking shall discuss with the shop stewards (the working committee) the general wage conditions in the undertaking.

By general wage conditions is understood the average earnings specified for the different departments covered by the agreement conditions of LO.

Note to points a) and b):

By department is meant above: 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 what extent such departments exist at the individual undertaking. If no agreement is reached, the question may be submitted to the Cooperation Council.

Addition to points a) and b):

The discussions to take place in accordance with section 9, subsections a) and b) may be combined with the meetings referred to in sections 31 and 41 in Part B, but this is not to interfere with the rights of the shop stewards as stated in Part A.

c) The employees shall also be kept regularly informed about conditions immediately connected with the place of work and the daily operation. Important changes in the production programme and methods and other working conditions shall be discussed with the shop stewards at least once a month, unless the parties agree on something else.

d) In matters concerning the employment and working conditions of the employees, the employees shall be given the opportunity to express their views through their shop stewards before the undertaking makes its decisions. If the management finds itself compelled to disregard the comments of the shop stewards, it shall state the reasons for its standpoint. Minutes of the meeting shall be drawn up and signed by both parties.

If the undertaking has not fulfilled its information duty according to the above paragraph, the employees given notice of dismissal shall be guaranteed 2 months' wages (ordinary earnings) from and including the day the shop stewards were informed of the notice of dismissal, even if the employment is terminated at an earlier date. If employees given notice of dismissal have a longer term of notice than 1 month until the expiration at the end of a calendar month, these shall correspondingly be ensured 3 months' wages (ordinary earnings).

e) In connection with dismissals due to cutbacks in production/changes in operation, the seniority rule, under otherwise equal conditions, shall be followed.

If the undertaking finds that, in connection with a reduction in the workforce, it must deviate from the seniority rule and the shop stewards are of the view that the facts do not justify this, the question may be submitted for negotiations between the organizations. If the shop stewards, within 3 days after the conference, inform the undertaking that they want such negotiations, the disputed dismissals shall be delayed until the negotiations between the organizations have taken place.

When taking on new employees in the first year after reductions have been carried out, the employees who had to leave their positions have prior right to be employed, unless there is pertinent reason to deviate from this. The shop stewards shall be conferred with in advance.

- f) If plans for expansion, a reduction in output or changes in operation may also be of primary importance to the employment at several undertakings within the same concern, the management of the concern shall as early as possible discuss these questions with a coordinating shop steward committee in accordance with section 47 a)—c) for employees who are included under Part A, regardless of the undertakings being bound by a joint agreement. The management of the concern may summon representatives of the management within the undertakings involved.

Such discussions shall also take place in regard to questions involving the financial and production status and development of the concern.

The representatives of the employees shall be given the opportunity to advance their views before the management of the concern makes its decisions. In cases where the concern management finds that it cannot take into consideration the comments from the employees' representatives, it shall state the reasons for its standpoint. Minutes from the conferences shall be drawn up and signed by both parties.

- g) In undertakings owned by companies (joint-stock companies, cooperative societies, etc.) contact meetings between the board of directors and the shop stewards are held when one of the parties expresses a wish for it, unless the parties at the undertaking agree on another arrangement. The purpose is to strengthen cooperation and mutual confidence by discussing questions of interest to the undertaking and the employees.

The daily manager of the undertaking or his deputy participates in the contract meetings. The meetings shall not interfere with the ordinary procedure for dealing with labour disputes, cf. section 2 of the Basic Agreement. Notes are to be taken at the meetings and signed by both parties.

Note:

The parties are aware that it will not always be practical for all board members and all shop stewards to participate in the contact meetings, but each side should be represented in a way which ensures that the purpose of the established arrangement is achieved.

- h) When establishing project and steering groups within the undertaking that are not a fixed part of the undertaking, the employees concerned should be represented.

Section 10.

If a shop steward is guilty of gross violation of his duties according to the Basic Agreement, N.A.F. may demand of LO that he resigns as 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 undertaking must immediately elect a new shop steward.

If it is the employer's representative who has grossly violated the Basic Agreement, LO can demand of N.A.F. that he resigns as the employer's representative

towards the employees. If N.A.F. does not find the demand justified, the dispute is settled by the Labour Court. If the person concerned must resign as the employer's representative towards the employees, the employer is duty bound to appoint a new representative immediately, cf. section 8, subsection 2.

Section 11.

A dismissal or discharge of shop stewards must not take place without just cause. When discharging such employees individually, the employer must give him 8 weeks' notice unless the Working Environment Act or the collective agreement entitles him to a longer term of 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 precondition is that a writ has been issued at the latest 8 weeks after the notice of dismissal has been received. The provisions of the Working Environment Act, sections 57—67 apply correspondingly although in such a manner that if LO claims a dismissal or discharge is without just cause, LO shall take the case directly to the Labour Court.

If the dismissal is due to shortage of work, the special term of notice in the previous paragraph does not apply. If the dismissal is due to a shortage of work, emphasis shall be placed not only on seniority and other reasons it seems reasonable to take into account, but also on the special position of these employees within the undertaking. Otherwise these employees have no special privileges within the undertaking.

Before the employer gives notice or discharges such employees the questions shall be discussed with the other shop stewards (the working committee), unless the employee concerned objects to this or this might be offensive to others.

If an undertaking, within the last 3 months before becoming a member of N.A.F., has given notice to or dismissed shop stewards or other employees, and it is claimed that this is due to a demand for a collective agreement with the undertaking, the dispute shall be dealt with according to the rules of the Basic Agreement.

Disputes regarding notice to of dismissal of shop stewards in connection with a transfer of ownership or corporate reorganization are dealt with in the same way if LO claims that the dismissal is in conflict with section 1 of the Basic Agreement.

Correspondingly, the above rules apply to safety delegates, members of the working environment committee, the executive committee and the corporate assembly.

Note:

The parties agree that when an activity is closed down, it is of importance that the employees involved retain a shop steward as long as possible.

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 employees' representatives are binding on the parties until terminated by written notice. This does not apply, however, if the special agreement is in conflict with the collective agreement which, in conformity with the rules of the organization, has been established for the undertaking.

- 2) If the special agreement has a specific date of expiry, it may be terminated by giving at least 1 month's notice before the date of expiry, unless something else has been specified in the special agreement or in the collective agreement. It is presumed that the local parties have had negotiations before notice of termination takes place or that negotiations have been requested and have not taken place within 8 days. If no notice of termination of the agreement is given at the time of expiry, the same term of notice is in force for 1 month at a time.
- 3) If it has been decided or presumed that the special agreement shall be in force until further notice, it may be terminated at any time with at least 1 month's notice, unless something else is specified in the special agreement or in the collective agreement. It is presumed that the local parties have had negotiations before notice of termination takes place or that negotiations have been requested and have not taken place within 8 days.
- 4) The provision in subsection 3 does not apply 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.

When a special agreement in writing has the same duration as the collective agreement established between the organizations, each of the parties can, during the period of the collective agreement, demand that local negotiations shall be entered into for revision of the special agreement. If no agreement is reached, they shall be allowed to take the matter to the organizations in accordance with the rules in section 2, subsections 3—5 of the Basic Agreement. If no agreement is then reached, each of the local parties can terminate the agreement with the same term of notice as the collective agreement when the collective agreement expires.

The preceding provision is supplementary to the right the parties might have in accordance with the rules of the collective agreement in force to request negotiations and, if necessary, arbitration during the revision of special agreements.

- 5) When a special agreement expires after notice of termination while the collective agreement between the parties is still in force, the conditions covered by the special agreement shall be adjusted according to the terms of the collective agreement.

Chapter VI.
Questions of employment.
 Section 13.

The employees shall not be obliged to work with or under the management of persons who have shown such improper conduct from the point of view of those working with them or from a general social point of view that they ought to be removed. If such conditions arise, discussions shall take place between the shop stewards and the employer. If the discussions lead to no agreement, no work stoppage or other form of industrial strife may take place, but the dispute shall be further considered by the organizations in accordance with the rules of section 2.

Section 13 a.

- 1) Before the employer decides to give notice to or dismiss an employee the question shall, if it is practically possible, be discussed with the employee. This does not apply to dismissals in connection with a reduction in output, etc. which in accordance with section 9, subsection 2 shall be discussed with the shop stewards.
- 2) When carrying out arrangements in accordance with section 13, subsection 2 of the Working Environment Act, the employer shall cooperate with the person who is occupationally handicapped and — if this person consents — also with the shop stewards in the departments concerned and, if necessary, with the rehabilitation committee of the undertaking.

Section 14.

- 1) Lay-offs may be made:
 - a) When the parties have agreed on it in conformity with section 6, subsection 3.
 - b) If such unpredictable circumstances arise as are mentioned in section 59, subsection 1 of the Working Environment Act.
 - c) When a conflict comprising some of the employees of the undertaking entails 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 at the undertaking so permits.

Under otherwise equal conditions lay-offs are carried out on the basis of the seniority rule.
- 2a) In connection with lay-offs 14 days' notice in writing shall be given to the individual employee unless the shop stewards and management agree on another suitable scheme, e.g. by posting a notice at an easily visible place in the undertaking. The period of notice is figured from the end of the working day when notice is given. Lay-offs in connection with 1 b), however, may be given with only 2 days' notice, in the event of fire 14 days'.
- b) The terms of notice mentioned under a) are not to be used if the agreement or the work regulations authorize shorter notice.

Neither are the terms of notice applicable when the lay-off is due to a conflict at another undertaking or an unlawful conflict at the undertaking concerned. In these cases as well, 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 entails that it is impossible to occupy other employees in an effective way in the same department or in other work at the undertaking.

- c) Neither shall the terms of notice mentioned under a) be applied when there is irregular absence to an extent that 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 lay-offs is given the shop stewards shall be conferred with in accordance with section 9. Minutes of the meeting shall be kept and signed by both

parties. If a meeting for negotiations is thereafter demanded because the seniority rule has been departed from, this does not entail that the implementation of the lay-offs shall be postponed. The same applies if the undertaking, when reinstating persons after the lay-off, wants to follow other rules than those used when the lay-off was carried into effect.

When, in accordance with the rules of subsection 2, the employees shall be allowed a time limit before the lay-off is put into effect, this time limit starts only after such a conference has been held.

- 4) The probable length of the lay-off period shall be specified in the notice. If this is not possible, a date shall be fixed when the need for continued lay-offs shall be discussed with the shop stewards.
- 5) Notice in connection with a conflict at the undertaking (1 c) shall, as far as possible, indicate which employees will be affected by the prospective lay-offs, and the employees who are to be laid off shall be given definite notification as long ahead as possible.
- 6) If the undertaking puts into effect lay-offs without observing the terms of notice mentioned in subsection 2, it shall pay the workers ordinary wages until the term of notice has expired. For lay-offs in conformity with subsection 1 b), ordinary time wages are paid.
- 7) When the employees are laid off, they shall, if they request it, be given an attestation by the employer. The attestation shall state the reason for the lay-off and — if possible — the probable duration.
- 8) When employees, in conformity with these provisions, are laid off, 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 undertaking terminates the contract of employment during the lay-off period, 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 in the event obliged to perform work for the undertaking during this term of notice. If the employee desists from working during the term of notice because a new contract of employment has been entered into, the person concerned still has a right to wages during the term of notice, but not for more than 2 months. If an employee whose contract has not been terminated during the lay-off period is not reinstated after the expiration of the lay-off period, the undertaking is obliged to pay him wages for the term of notice in force.

Notes:

- (1) The rules of section 14 apply to the typically seasonal industries unless the collective agreement or fixed practice involves something else. Also in such cases, section 4, subsection 8 applies accordingly.
- (2) When an employee has been laid off according to the rules of section 14, sickness insurance obligations continue both for the employer and the employee as long as the obligation exists according to the rules of the Na-

tional Insurance Act. The obligation applies only as long as the employee is not in other work.

- (3) The rules of section 14 do not prevent the employer from terminating the contract of work according to the rules otherwise in force.
- (4) The rules of section 14, subsection 8 have not regulated the liability for compensation which might arise for the employer in connection with the lay-off.
- (5) The provisions of subsection 2 do not involve any changes in the customary right of the undertaking to lay off employees because of weather obstacles.

Section 15.

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

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

Note:

These rules do not apply directly to shift work. With regard to a shifting of working hours for such work, an attempt shall be made to arrive at individual agreements between each undertaking and its employees. The main organizations presume, however, that the guidelines in subsections 1 and 2 shall also be used as a basis for shift work.

Chapter VII.

May 1 and May 17.

Section 16.

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

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

Chapter VIII.

Work certificates.

Section 17.

When an employee leaves an undertaking after due notice, at his own request or through the action of the employer, regardless of the reason for it, he shall receive a work certificate covering the period the working contract has existed.

This certificate shall include only:

- a) Name and date of birth.
- b) Date of commencing at the undertaking.
- c) Date of termination (without stating any reason).
- d) Trade.
- e) Wages at the time the working contract was terminated.
- f) Period of his last holiday.

If the employee requests it, the certificate shall also provide information about the kind of work he has performed at the undertaking.

An employee who is discharged is also entitled to a work certificate, but the employer may then state that the employee was discharged without a further specification of the reason. If the employee wishes, the employer shall first confer with the shop stewards in such cases.

Chapter IX.
New members of N.A.F. and LO.
 Section 18.

For undertakings which join N.A.F. 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 in force between the organizations for undertakings in the same category if N.A.F. or LO requests it. Disputes about the category of the undertaking shall be settled by a committee with one representative for each of the parties, and with a neutral arbitrator appointed by the State Mediator if the parties cannot agree on the appointment. 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 inasmuch as the main purpose is to adopt the collective agreement most suitable to its operation.
 If an undertaking at the time of enrollment is bound by an agreement (below called special agreement), this will be in force until it expires.
- 2) Request conforming to the first paragraph must be made by N.A.F. at the same time as the union concerned is informed that the undertaking has been enrolled as a member of N.A.F., or when the special agreement of the undertaking is terminated by N.A.F., 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 N.A.F. 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, however, may 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 both parties may later request that other agreements also take effect.
- 3) Where a number of collective agreements between the organizations can be referred to, they shall be cited in the following order or 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 undertaking 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 such a committee as described in subsection 1 above. Disagreement about which to adopt of 2 or more applicable agreements within the same category is settled in the same way.

- 4) When the wage rates of the collective agreement concerned (hourly, daily, monthly or percentage wages, or piece rates) 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 1 above.

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

- 5) If, at the time of enrollment 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 back wages, based in the wage rates put into effect at the undertaking, shall be paid for work performed during the past period. With regard to the establishment of a collective agreement at the undertaking 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 employees' organization. If it is a question of revising an earlier collective agreement at the undertaking, back pay may not be claimed sooner than from the time the previous agreement expired.
- 6) If the workers of a newly enrolled undertaking 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 to be in force for the individual employee as long as they are associated with the undertaking. N.A.F. 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 1 above.
 If the collective agreement which takes effect at a newly enrolled undertaking contains clauses concerning a retention of advantages in addition to those stipulated in the agreement, such a clause does not entitle the employees to de-

mand that the advantages shall be retained to a greater extent than mentioned above. In the event of a dispute, it shall be settled by the committee.

Note:

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

Section 18 a.

If changes in the type of production, the nature of the performance of the work or the working conditions entail that the collective agreement in force no longer is the most suitable for the undertaking, each of the parties can start negotiations to put into effect the collective agreement which is most naturally used according to the provisions in section 18. A dispute concerning which of 2 or more collective agreement can be put into effect is settled according to section 18, subsection 1. In the event, the provisions in section 18, subsection 3 will correspondingly apply.

Section 19.

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

- 1) When the workers of an undertaking bound by a collective agreement are newly organized, and their work is done in a place where the collective agreement applies and without 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, subsection 1.
- 2) When the collective agreement contains no wage rates for these workers, the decision of the committee shall, to a reasonable extent, take into consideration:
 - a) the wages and working conditions settled by collective agreement for the other employees in the same undertaking,
 - b) the relationship between the wages under the collective agreement for corresponding groups of employees employed under corresponding conditions at other undertakings covered by a 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 purpose of this section, supervisors in administrative positions are not considered employees.

Chapter X.

Conflicts.

Collective notice of termination.

N.A.F. and LO will, in connection with collective agreement revisions or notice concerning work stoppage under the Labour Disputes Act, accept as valid a notice of termination of employment exchanged between the two organizations or between af-

filiated federations and unions, when the main organization has received notice of it. Both parties are obligated to give a minimum 2 weeks' notice of termination.

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

Apprentices on contract are not included in a collective notice of termination in accordance with section 20, 1st paragraph, unless they are expressly 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 keep up the training in an effective way, the apprentices may be laid off for the duration of the stoppage with at least 7 days' notice.

For apprentices laid off according to the preceding paragraph, the question of a possible extension of the apprenticeship period because of the work stoppage shall be settled in accordance with section 15, alternative 1 and 2 of the Act on Vocational Training in Working Life or corresponding provisions in other legislation.

Section 21.

Sympathy actions.

The provisions in the collective agreements concerning 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 N.A.F. or LO has been obtained. Negotiations between these organizations must precede the action of expanding the main conflict.

Negotiations shall begin within 4 days after these have been requested.

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

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

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

The main organizations may agree on exceptions to this rule. LO may except state, municipal, cooperative and worker-owned undertakings.

The right of LO to demand sympathy strikes at undertakings affiliated with N.A.F. in support of demands against unaffiliated undertakings is contingent upon such demands not going beyond the conditions contained in N.A.F. 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 membership.

Addition:

The N.A.F. negotiators proposed in 1947 that the expression «state, municipal» in paragraph 6 of the section should be changed to «public activity». The LO negotiators remarked that the expression now used does not allow LO to exempt public production concerns which do not mainly produce for national defence requirements.

With reference to this, the N.A.F. negotiators withdrew their proposal.

The provision in section 21, last sentence refers to cases where the employer dismisses those who organize, so that the number of organized workers never reaches 50 per cent of the workforce. LO will as a main rule 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 an undertaking are organized. Corresponding rules will also be followed with regard to salaried employees.

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.

Section 22.

Voting procedure.

A. Employees' 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 presented 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 electoral district is concluded for all who are to participate in it. 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 it is 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 and of the voting in the affiliated unions.

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

II.

- a) All organized employees of an undertaking 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 enterprises, 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 the voting.
- d) All members having the right to vote have the duty to vote.

III.

- a) If so few vote that the results do not adequately show 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 undertakings where there is shift work, and where there is no dispute, the meetings shall be held so that all members are given the opportunity to vote.

IV.

Members who are receiving financial assistance from a union and who fail to vote on a collective agreement 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 concerning proposed collective agreements shall be followed by all organizations affiliated with LO.

VI.

Any dispute 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 wage settlements and conflicts based on the statutes in force, cf. the statutes of LO.

B. Employers' voting procedure.

When proposed collective agreements are submitted to a direct vote, those members of N.A.F. 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 its members are entitled to vote, unless the national association decides that only the members bound by a collective agreement shall have the right to vote.

These rules do not affect the right of the Central Executive Committee of N.A.F. and the national associations to conduct and terminate wage settlements and conflicts under the statutes in force at any time in the negotiations.

Section 23.

Work in connection with disputes.

- 1) The main organizations presume, where it is needed, that agreements are made at the individual undertaking, or as the case may be within the individual agreement area, in plenty of time before the expiration of the collective agreement, which regulate conditions in connection with the stoppage and resumption of operations in a secure way as to technique and safety, as well as work that is necessary to avoid danger to life and health or considerable material damage.

- 2) Local agreements of this nature must be approved by the direct parties to the agreement. If no agreement is reached through local negotiations, the matter may be taken to the parties to the agreement. If no agreement is reached through these negotiations, or if one of the parties to the agreement does not approve the local agreement, the matter can be taken up with the main organizations.
- 3) Agreements as mentioned in subsection 2 are in force until a new collective agreement takes effect.

Chapter XI.

Fortnightly pay, payment of wages through a bank and withholding of trade union dues.

Section 24.

The main organizations agree that for reasons of rationalization it is necessary to have local arrangements for fortnightly pay, payment of wages through a bank and withholding of trade union dues. For this purpose the following rules apply:

- 1) For employees paid by the hour, day or week and for piece work, fortnightly pay shall be used if the undertaking so desires.
To facilitate the transfer to fortnightly pay, a transitional system may be agreed on whereby, during the transitional period, the employees are paid an advance on account during the weeks without a pay day.
- 2) Wages may be paid through a bank if the undertaking so desires.
In such an event the following shall apply:
 - a) The employer administers the statutory deductions, such as withholding taxes, social security premiums, etc. and deductions agreed on it in writing by the employer/employee.
 - b) On pay day the employee shall receive a written statement from the employer, stating the calculation of the wages, the gross amount, the deductions and the net amount transferred to the bank of the employer.
 - c) The employer's bank administers general and other deductions according to the specifications of the employer or the individual employee.
Net wages less deductions made by the bank are deposited in the wage account of the employee and are at his disposal on pay day.
If the employee prefers to have his wage account in another bank than that of his employer, the employer or the employee notifies the bank that this transfer shall be made.
 - d) Specific details concerning the payment of wages through a bank are stipulated in a special agreement between the individual employer and his bank.
- 3) The undertaking shall, either on its own or through the bank, take care of the deduction of trade union dues for the employees if the shop stewards or — when shop stewards have not been elected — their trade union request it.
The shop stewards shall give the undertaking a list of the organized employees to whom the deduction arrangement applies. The shop stewards and their organization are responsible for the list being correct at all times.
As a rule the amounts deducted are transferred for each pay period. When this

entails practical difficulties, the undertaking shall be allowed to agree on other arrangements.

In connection with the percentage calculation of trade union dues it is presumed that the direct parties to the collective agreement establish guidelines for the practical implementation. The basis of calculation shall be the gross earnings of the union employees (See note). The undertaking shall compile lists of trade union dues deducted for the period stipulated by the direct parties to the collective agreement.

The deduction lists shall contain:

- personal number — name
- amount deducted — reports

Under the column «reports» the following should be noted:

— additions in the period — terminated in the period — those beginning or returning from military service — those beginning or returning from a leave of absence without wages — any other reports agreed on by the direct parties to the collective agreement.

If deductions for dues at the undertaking are made for employees organized in several trade unions, it is presupposed that the reporting of the deduction lists is coordinated.

The guidelines must allow for necessary adjustments in the undertaking which, for technical reasons, cannot follow them fully. If no agreement is reached on the guidelines, the question is taken to the main organizations for settlement.

Note:

By gross earnings is meant the total of the amounts to be stated in columns 1.1 and 1.2 of the annual wage and deduction statement. Exempt are fees over and above ordinary earnings to members of a board or corporate assembly and gifts of appreciation.

Addition:

It is the assumption of both parties that a system is found whereby the ordinary disposal of wage accounts and a sensible use of cheques (number and size) will continue to be free of charge. If changes are made so that this presumption no longer is valid, each of the parties can request negotiations regarding the rules to be followed. If no agreement is reached, the provisions in subsections 2 and 3 can be terminated with 3 months' notice.

- 4) The main organizations agree that with a system of fortnightly pay it will be necessary — for practical and rational reasons — in some measure to be able to prolong the interval between the end of the wage period and payment. The main organizations therefore recommend that the parties to the collective agreement or the parties of the individual undertaking arrive at practical arrangements which satisfy this need.

Part B.

Cooperation Agreement.

The objectives expressed in the introduction to section 9 also apply to cooperation in accordance with this agreement.

An important objective is to ensure that good cooperation in the undertaking is

developed and maintained. Different undertakings have varying qualifications and possibilities. It is the conditions in the individual undertaking that must determine how the cooperation should best be organized. The main organizations agree, however, that a certain formalization of the cooperation is desirable and necessary in all undertakings.

In order to further ensure cooperation and development in accordance with these intentions, the main organizations have entered into the supplementary agreements referred to in section 48.

Chapter XII.
Works councils.

Section 25.

Establishment.

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

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

- 2) When the parties to the Basic Agreement, on the local level, agree on it, the individual undertaking may establish a joint works and working environment council. In that case, the rules of sections 35—37 are followed, unless the parties agree on something else. The representatives of the works and working environment council who shall have co-determination in accordance with section 24 of the Working Environment Act shall be elected according to the rules in section 5 in regulations on safety delegates and working environment committees. When taking a ballot on resolutions which, based on section 24 of the Working Environment Act, fall within the working environment committee, only these representatives have the right to vote. In the event of a tie the chairman has the casting vote. Other representatives of the joint works and working environment council have the right to speak and make proposals when the subjects mentioned above are discussed. Otherwise the rules for works councils apply as they are appropriate.

Section 26.

Composition of the works council.

- a) In undertakings with 100—400 employees, the management may appoint up to 5 representatives. The employees shall have 5 representatives. Of these, the workers elect 3 representatives, among these the then officiating chairman of the shop steward committee according to Part A is ex officio member. The supervisors may elect one representative and the technical and office employees one representative.
- b) In undertakings 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 then officiating Chairman and vice Chairman of the shop steward committee are ex officio members, or in the place of one of them, another member of the committee. The supervisors elect one representative, the technical employees one and the office employees one.

- c) If works councils are established in undertakings with less than 100 employees, the council shall consist of up to 3 representatives of the top management and 2 of the workers, of which one shall be the chairman of the shop steward committee. In addition, the supervisors and the technical and office employees may elect one representative.

If there is only one management representative in the council, he may 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 member.

Addition:

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

- d) Nobody can be elected a representative of any group but his own.
- 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 who have a real influence and a good knowledge of all conditions relating to the undertaking. Thus, the management cannot appoint a subordinate salaried employee as its representative.
- g) Through the election of representatives and deputies it is presumed that the various fields of knowledge and experience within the undertaking should be represented as far as possible.

Section 27.

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 on 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.

All those employed by the undertaking are entitled to vote in the election of representatives. Employees belonging to the management, however, are not entitled to vote.

Section 28.

Term of office.

The elections shall take place before the end of the month of February. The members of the council begin to serve immediately. The term of office of the representatives who are not ex officio members is 2 years.

When a works council is established for the first time, it shall take office immediately after the election.

Re-election may take place.

Section 29.

The members of the council.

Members of the works council must be over 20 years of age and are chosen among the most competent employees of the undertaking, 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 undertaking, 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 30.

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 at a time.

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 elected from the same group as the chairman and the secretary.

Section 31.

Meetings of the council.

The works council meets at least once a month unless the parties agree on something else. The agenda of the meeting is 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 32.

Field of activity of the council.

The main task of the works council is, through cooperation, to work for the most efficient production possible and for the well-being of all those working at the undertaking. At undertakings with joint works and working environment councils, the council shall, in addition to the functions laid down by law, also deal with the below mentioned fields of work which would otherwise be assigned to the works council. If the separate bodies are maintained, a practical solution for the division of work between them must be found.

The fields of activity are:

a) Informative and confidential reports from the management on the financial status of the undertaking and its standing within its branch of industry, 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 they are normally given to shareholders through the financial accounts presented at the annual general meeting. If the members of the council request it, they shall be entitled to revert to the accounts at a later meeting of the council.

b) Questions of substantial importance to the employees and their working conditions in connection with the activities of the undertaking, larger investments and changes in production plans and methods, questions concerning quality, product development and plans for expansions or reductions or reorganization shall be submitted to the council before any decision is made.

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

Such reports and decisions shall take place as early as possible so that the opinion of the council can be ready in time to influence the final decision.

If matters as mentioned in this item shall be dealt with by the board of directors or the corporate assembly of the undertaking, the opinion of the council shall be included with the relevant documents unless, because of the limited time available, it has been impossible to obtain such an opinion.

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

The committee has the authority and responsibility for establishing general guidelines concerning vocational training for the employees of the undertaking and on which the members of the council agree. The same applies to directions for new employees.

c) Within the framework of a fixed budget the management may give the council authority and responsibility for putting into effect protective measures. This does not limit the decision-making authority of the working environment committee in accordance with the Working Environment Act.

d) Within the framework of a fixed budget the management may give the council authority and responsibility for putting into effect social welfare measures.

When the council has expressed its opinion on a question, the management shall deal with it as soon as possible and inform the council at the first council meeting after it has reached a decision.

When matters mentioned under a) and b) of this section are under discussion, the information given by the undertaking shall be kept absolutely secret to the extent requested by the management.

The works council itself ought to concentrate on work and measures of general interest to the undertaking as a whole or to larger parts of it. The council should otherwise delegate authority and responsibility, to the greatest extent possible, to the department councils in matters which can be decided on the department level.

Section 33.

Minutes and reports.

Minutes are kept of the council's discussions. When a ballot has been taken, the standpoint of the majority and the minority as well shall be recorded in the minutes.

Excerpts of the minutes shall be given to the management, the members of the works and working environment council, and also to those shop stewards who are not members of the council.

To achieve the object of the council's work it is necessary that the council keep as many of the employees as possible informed in a way which will promote increased interest in the work of the council.

The Cooperation Council may obtain reports on the work of the councils. The printed form for this is sent to the management who is obligated to ensure that the council completes the report and sends it to the Cooperation Council.

Section 34.

Questions concerning wages and working hours.

The works council shall not deal with questions concerning wages and working hours or disputes on the interpretation of collective agreements or work agreements. Issues of this kind shall be dealt with on the basis of the rules in Part A.

Working hours and standard wage and piece-work systems may be discussed in general, but no agreements may be entered into by the council.

Section 35.

The composition of the works and working environment council, election and term of office.

The works and working environment council is composed partly of persons elected according to and with a term of office as provided in sections 26, 27, 28 and 29 of the Basic Agreement, partly of persons elected according to and with a term of office as provided in the Working Environment Act and the regulations concerning safety delegates and working environment committees.

When a works and working environment committee is established for the first time, it starts functioning immediately after the elections which take place in accordance with the Working Environment Act.

Section 36.

The direction of the works and working environment council.

The chairman of the council is elected according to the rules in the regulations on safety delegates and working environment committees. His deputy is elected from the same group as the chairman.

When the council deals with working environment matters, only members elected on the basis of regulations on safety delegates and working environment committees (safety and health personnel excepted) have the right to vote. In the event of a tie the vote of the chairman is decisive.

The council shall have a secretary who is elected among the members of the council for one year at a time. When a representative of the management is chairman, the representatives of the employees shall elect the secretary and vice versa.

Section 37.

The meetings of the works and working environment council.

The council meets at least once a month unless something else is agreed on.

Meetings to deal with working environment matters must be held at least 4 times a year. If two of the members elected in accordance with the regulations on safety delegates and working environment committees request a meeting to deal with environmental questions, such a meeting shall be held. A meeting to deal with other questions than those connected with the environment may be requested by two members of the council and be called with 3 days' notice.

The agenda is jointly prepared by the chairman and the secretary. The agenda is given to the members at least 3 days before the meeting. As far as possible, copies of the documents to be dealt with at the meeting 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.

Chapter XIII.

Department councils.

Section 38.

Establishment.

In undertakings with more than 200 employees and with independent departments with their own management with authority to make decisions in questions concerning the department, department councils ought to be established.

Department councils should also be established in smaller undertakings with independent departments as mentioned in the first paragraph, if these are scattered geographically or if, for other reasons, it is natural to have separate department councils.

Department councils may also be established in departments which are not of the category mentioned in the two preceding paragraphs.

Section 39.

Composition, elections and the right to vote, etc.

The parties of the individual undertaking may make agreements about the composition, election and the right to vote, about the term of office and about the direction of the department councils; however, one member appointed by the management of the department, the chief shop steward of the department and one member named by the foremen of the department are ex officio members of the council.

Depending on the matters to be dealt with, other representatives from the departments should also be summoned to the meetings.

Section 40.

Field of activity of the department councils.

On their own initiative, the department councils may deal with the same questions mentioned in section 32 insofar as the problems only concern the council's own department. In particular, they ought to deal with questions of rationalization and questions related to the daily operation of the department and plans for its future development. The department council shall also deal with matters submitted to it by the management or the works council. Section 34 applies correspondingly.

As far as possible, the discussions ought to be based on written material and on any production plans and budgets used by the department management.

The councils ought to be given the opportunity to make proposals during the preparation of plans or budgets for the activity of the department.

When authorized by the management or by the works council, the department council has the authority and responsibility to make decisions on which the members of the council are agreed.

The council shall otherwise serve the responsible management of the department in a consultative capacity and report to it directly.

The department council shall also report on its activities to the works council.

When the department council has put forward a proposal on a subject, it is entitled to a well-founded standpoint from the management.

Section 41.

The meetings of the department councils.

Meetings shall be held at least once a month unless the ex officio members agree on something else. The rules in section 31 concerning agenda and in section 33 on minutes and reports apply correspondingly.

It is the duty of the members of the department council to give the best possible information to as many as possible of the employees of the department on the subjects discussed.

Chapter XIV.

Joint meetings.

Section 42.

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

Chapter XV.

The Cooperation Council.

Section 43.

Establishment.

N.A.F. and LO agree on the establishment of a Cooperation Council consisting of 3 representatives with deputies from each of the two main organizations.

Section 44.

Field of activity.

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

It shall assist in making the individual works councils function in the best possible way. It shall encourage educational measures which will promote cooperation and also put at the disposal of the cooperation bodies at the individual undertakings experiences of others and research results which may be of practical importance to them.

Representatives of research and science may be assigned to the Council by the parties. These representatives are summoned to meetings where matters of fundamental importance to cooperation and forms of cooperation within working life are dealt with. It is presumed that the representatives are kept informed about the activities of the Council to the extent necessary for their participation in its work.

The Council may also initiate research which it feels will be of particular importance to the further development of cooperation. In this connection, the Council may

also initiate practical experiments based on an agreement with the individual undertaking.

The Cooperation Council may itself contact the individual works councils and cooperation committees. At the request of the works council, either collectively or through some of its members, it shall also be able to confer with this council. Based on an inquiry from the parties in a cooperation committee, or one of the parties, the Cooperation Council shall be entitled to investigate the cooperation conditions of the individual undertaking. It shall give advice and guidance in connection with the establishment and composition of the cooperation institutions of the undertaking regarding the work in these bodies and cooperation in general.

The Council shall have the right to ask the parties for the information needed for its work. It may not, however, demand information about trade secrets.

Section 45.

Organization of the Cooperation Council, etc.

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

The Council operates on the basis of a separate budget and, among other things, by means of a secretariat with a permanent salaried staff. The Council may engage expert help to the extent it finds this necessary.

The expenses of the Council are paid equally by N.A.F. and LO. These organizations also establish the budget based on proposals from the Council.

Chapter XVI.

Information meetings and concern committees.

Section 46.

Information meetings.

Once a year, information meetings for the employees of the undertaking or its individual department ought to be held where the management gives a general briefing on the conditions and the prospects of the undertaking. If the works council finds it desirable, information meetings may be held more often.

Section 47.

Concern committees.

The parties agree that there is a need to discuss on a concern basis those matters mentioned in sections 9 and 32 of the Basic Agreement. Such cooperation may take place either by

- a) establishing coordinating shop steward committees in concerns with undertakings using a joint collective agreement. The committee shall meet with representatives of the management of the concern and of the undertaking. It shall consist of the local chairmen of the shop steward committees, or
- b) establishing a committee where representatives of the workers' shop stewards and of the other groups mentioned in section 26 of the Basic Agreement may get together with representatives of the management of the concern and of the undertaking and discuss the questions mentioned in section 32 and which are of mutual interest. Such meetings shall take place at least once a year, or
- c) finding other corresponding forms of cooperation.

The local parties, with the assistance of the organizations, shall attempt to find appropriate forms for such cooperation.

The arrangements the parties might agree on shall not interfere with the ordinary procedure for dealing with disputes, cf. section 2 of the Basic Agreement.

If the parties cannot agree, the matter may be taken to the main organizations for final settlement.

For the time used for discussions in accordance with a)—c) above and in accordance with the addition below, the shop stewards shall be remunerated as determined in section 8, subsection 1, 3rd paragraph. In those cases travel is necessary in connection with such discussions, the concern shall pay a board allowance based on agreed rates and travel expenses.

Note:

By concern is understood in this connection: «Amalgamations of legal and/or administrative independent units (e.g. joint-stock companies and/or divisions) which financially, and partly also administratively and commercially form a unit.»

Addition:

A concern may be organized so that important decisions are not made by the concern management or the local management, but by a body between these, e.g. on a division level. The purpose of the rules about concern councils is to ensure that the employees through their representatives shall have an opportunity to discuss with the management questions of importance to them. If decisions of vital importance to the employees and their working conditions are made in a body as mentioned above, it is the assumption of the parties that a system be found which accommodates the purpose mentioned, e.g. that the local chairmen of the shop steward committee in the undertakings concerned are given the opportunity to discuss the question with the management of the body mentioned.

Section 48.

Supplementary agreements.

In addition to the provisions of the Basic Agreement (and attached to this as an annex), the following supplementary agreements apply:

- I. Agreement on the development of the working organization of the undertaking.
- II. General agreement on technological development and computer-based systems.
- III. Guidelines for the use of work studies.
- IV. General agreement on systematic job evaluation.
- V. Agreement on control measures in the undertaking.
- VI. Agreement on equality.
- VII. Joint declaration regarding further education and leave of absence in that connection.

Part C.

Joint provisions.

Section 49.

Disputes concerning interpretation.

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

Section 50.

Duration.

This agreement, which takes effect on March 1, 1982, is in force until June 30, 1985, and further 2 years at a time unless it is terminated by one of the parties 6 — six — months in advance.

Note:

This 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 undertakings in the same way as the previous agreement on production committees. It is presumed that N.A.F. and LO and the employers' associations and unions concerned may at any time enter into negotiations to have part B of the Basic Agreement take effect or adapt the provisions of part B to other parts of industry and trade than handicrafts and manufacturing industry.

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

Oslo, February 8, 1982.

Norwegian Employers' Confederation.
Norwegian Federation of Trade Unions.

Supplementary agreement I

Agreement on the development of the working organization of the undertaking.

In accordance with the goals expressed in section 9 of the Basic Agreement, the organizations commit themselves to joint efforts to support developmental work at the individual undertaking. The efforts are based on the assumption that the developmental tasks will vary from one undertaking to another. The efforts must therefore concentrate on helping the undertaking to analyze its own needs and to find practical working methods. Another primary assumption is that the developmental work which is being promoted shall aim at involving as many people as possible in the work on the development of the undertaking and the individual in different areas.

This agreement forms the framework for the organizations' work and commitments.

1. Planning conferences.*

- 1.1 The main organizations pledge to run joint planning conferences in cooperation with the parties in the different agreement areas. The purpose of the conferences is to determine areas of development and cooperation in the individual undertaking, the individual industry, etc.
- 1.2 The organizations will contribute professional and pedagogic assistance and competence during the execution of the conferences. In addition, they shall provide their members in an appropriate manner with information from the conferences.

2. Development scholarships.

- 2.1 In order to increase the competence and scope of the developmental work, the parties initiate a scholarship arrangement.
- 2.2 The scholarship may be awarded to persons who work with or have been assigned to work with development projects within their own undertaking's organization. The scholarships should preferably be equally divided between the shop stewards and persons selected by the management.
- 2.3 A description of the project and information about the applicant's role and participation in the project form the basis for the evaluation and establishment of preferential ratings for the scholarship recipients. Current projects should preferably be based on questions concerning productivity, the working environment, systems development, job design, the introduction of new technology, or the like, either as individual projects or as a combination of several of the areas mentioned. Questions regarding changes in the organization of the undertaking which give the individual employee co-determination and influence shall be central in these projects.
- 2.4 In addition to the work on the development projects in their own undertaking, it is presupposed that the scholarship recipients shall participate in development projects organized by LO/N.A.F. and in conferences to make contracts and exchange experiences.
- 2.5 Applications for the scholarship may be sent to the board mentioned in point 5 of this agreement.

*) Special note the English translation: An example of an adoptive and participative planning conference is the so-called «search conference».

3. Job design projects

- 3.1 Consideration for the design of the individual's specific work situation plays a fundamental role in the work on organizational development and democratization of the working organization. The parties pledge jointly to develop training opportunities and to support the project groups responsible for development work at their own undertakings in this field.
- 3.2 Discussions about such development plans shall be taken up directly between the parties at the undertaking. A successful implementation depends upon the parties in the undertaking providing the necessary information and training to those who are to participate in the accomplishment of the work. Reference is made to section 8 of the Basic Agreement concerning remuneration for the time used for information, conferences and training.
- 3.3 If, in connection with changes in job content and work structure, questions arise about deviating from or making changes or additions to agreements in force, the matter shall be taken up with the organizations that are parties to the collective agreement before negotiations are begun or decisions are made. In consultation with the parties in the undertaking, these then determine how the question shall be dealt with further. The organizations may also provide assistance in adapting wage systems, trial arrangements and local agreements in the most satisfactory manner.
- 3.4 The organizations will professionally assist the individual undertakings in such work and otherwise contribute to an exchange of experience between the undertakings through organized meetings or in other appropriate ways.

4. Agreements at the undertakings

- 4.1 In accordance with the goals in section 9, the parties at the individual undertakings should try to arrive at a more explicit agreement about the areas of development and organizational forms which are most appropriate based on local conditions. If agreement is not reached, each of the parties may submit the matter to their main organization.

5. Board, administration and financing

- 5.1 Joint measures based on this agreement shall be conducted by a board consisting of two representatives from the Norwegian Employers' Confederation (N.A.F.), two representatives from the Norwegian Federation of Trade Unions (LO), and two representatives from the Institute of Industrial Psychology, one of which should be the Institute's administrator.
- 5.2 The board may establish professional councils to support the work.
- 5.3 Joint efforts in accordance with this agreement as well as the secretariat needed shall be financed by LO and N.A.F. based on a further specified agreement.

Supplementary agreement II

General agreement on technological development and computer-based systems

The Norwegian Employers' Confederation (N.A.F.) and the Norwegian Federation of Trade Unions (LO) agree that this general agreement shall form the basis for the planning, introduction and use of technology and computer-based systems. The

general agreement is based upon and entails no limitations of the Basic Agreement, Part A, section 9 and Part B, section 32.

In this agreement, the concept technology shall comprise technology connected to production (including automation), administration and control systems.

The agreement comprises technology and systems that are used in planning and accomplishing the work, as well as systems for the storage and use of personal data. Personal data refer to all data that can be traced back to specific persons employed at the individual undertakings by means of a name or other identification code.

It is further assumed that the agreement, in addition to computer-based systems, also applies to technological changes of major scope as well as those cases where changes are of importance to the employees and their working conditions.

Disputes about an understanding of this agreement are dealt with according to section 2 of the Basic Agreement.

1. The use of technological possibilities in the form of equipment and systems may be decisive for the development and existence of the undertaking. New solutions and systems may affect the employees' workplace and working conditions. When this is the case, it is important that new technology is not just evaluated on the basis of technological and financial conditions, but also based on social considerations. This overall consideration forms the basis for the design, introduction and use of systems and new technology, e.g. through consequence analyses. Changes in organization, employment, information routines, contact between individuals, etc. shall be included in this general consideration.

The main organizations shall contribute to the development and dissemination of methods and procedures for carrying out simple, understandable and effective consequence analyses.

For work situations which come under this agreement, the parties shall discuss in advance how the work structure, management and working conditions may best be arranged. Training and retraining needs shall be clarified during such discussions. Development of the professional content of the individual jobs shall be particularly emphasized.

2. The undertaking shall keep the employees informed through their shop stewards about conditions which are within the scope of the agreement so that the shop stewards may express their views as early as possible and before the decisions of the undertaking are implemented, cf. section 12 subsection 3 of the Working Environment Act. This also applies to information about research projects within the scope of this agreement. Such information shall be reciprocal.

The information shall be provided in a clear form and in language that can be understood by people without special knowledge of the field.

Moreover, the management and the shop stewards shall individually and jointly stress that the employees receive adequate information to gain insight into and an understanding for the main features of the systems they use themselves or are influenced by, and to understand the importance the use of such systems has both for the undertaking and for the employees and their work situation.

When an undertaking plans and begins to use computer systems, the field of application should be clearly defined. Other uses of the system shall only be possible after discussions with the employees' shop stewards.

The main organizations recommend that, in addition to the shop stewards'

representatives, the employees who will be directly affected by the projects within the scope of the agreement should be involved wherever practically possible in the project work. This is desirable both in order to take advantage of the know-how in all stages of the organization, and so that the employees through their elected representatives shall be ensured co-determination in the development, introduction and use of the systems. It is assumed that sufficient time is allowed for this work and that lost earnings as well as the necessary expenses for information based on paragraph (2) are covered.

The shop stewards, following consultation with the management, shall be able to make use of the undertaking's own expertise to a reasonable degree.

If necessary, the employees' shop stewards — with the consent of the management and through their main organization — may consult external experts in the field. The costs for such expert help are covered by the undertaking unless otherwise agreed in advance.

3. If the employees at the individual undertaking wish, they may select a special representative, preferably from among the existing shop stewards, to look after their interests and to cooperate with the undertaking within the scope of the agreement.

If the size of the undertaking and the extent of application of new technology make it natural, more than one special representative for the employees may be appointed, as agreed with the undertaking. It is recommended that these representative form a working group, and it is assumed that the necessary time is made available.

It is a precondition that the employees' representative(s) are given the opportunity to familiarize themselves with the general questions concerning the influence of new technology on conditions which affect the employees. The representative(s) shall, have access to all documents about equipment and programmes within the scope of the agreement. The representative(s) shall on the basis of their special competence, be at the disposal of the employees and the other shop stewards in connection with their involvement in specific projects. The representative(s) shall also contribute to the coordination of the employees' involvement within the scope of the agreement.

The shop stewards and the employees who participate in specific projects shall have access to all necessary documents within the project area.

4. The undertaking shall see to it that the employees' representative(s) receive the necessary training so that they can execute their tasks in a reasonable manner.

In consultation with the employees' representatives, the undertaking shall also evaluate the training needs of the shop stewards and the employees who are involved in specific projects within the scope of the agreement.

Examples of such training are courses in systems work and project administration, sufficient to develop the competence needed to participate actively in systems design.

5. Reference is made to the Act relating to Personal Data Registers, etc. with the accompanying regulations concerning systems for the storage and use of personal data.

Collection, storage, processing and use of personal data shall not occur

without due cause based on consideration for the operations of the undertaking. The individual undertaking shall clarify the type of personal data which the computer equipment shall collect, store, process and use.

Instructions for the storage and use of personal data shall be prepared at the individual undertaking in cooperation with the shop stewards.

If an agreement is not reached, the matter may be brought before the main organizations.

6. The parties at the individual undertaking should try to arrive at the most appropriate form of cooperation and organization within the scope of the agreement. In accordance with the guidelines drawn up in this general agreement, efforts shall be made to establish a special agreement for the individual undertaking, if one of the parties so requests. If agreement is not reached, the matter may be brought before the main organizations.
7. The parties at the individual undertaking who are affected by the provisions of this agreement are obligated to make this known to the employees.

Supplementary agreement III.

Guidelines for the use of work studies.

I.

With reference to Part B of the Basic Agreement — the Cooperation Agreement — section 32, which states that the works councils shall work for the most efficient production possible and for sound and correct rationalization, the parties will contribute to the introduction and use of work studies as an aid in rationalization efforts and to the establishment of piece rates.

The purpose of the work studies is to achieve reduced additional work time and improve work methods and to establish the standard time for the various work operations. Importance shall be attached here to creating better working conditions and increasing well-being at the workplace.

The standard performance is paid in accordance with that determined in a collective agreement or special agreement.

During the studies it is assumed that all parties loyally contribute towards the achievement of a correct result.

Work studies cannot be used to reduce the employees' earnings possibilities in the collective agreement period unless the collective agreement or special agreement permits a revision.

II.

Before work studies are introduced, the management of the undertaking shall contact the employees' shop stewards and works council to provide information about and discuss the contemplated measures. Minutes from these discussions shall be kept.

The employees shall elect one or more work study shop stewards, based on the nature and size of the undertaking and the work study technique to be used. These shop stewards shall be the employees' experts in work study questions and should not at the same time hold positions of trust as ordinary negotiators. Those elected should have technical insight and an interest in work studies.

The usual provisions of the Basic Agreement also apply to the work study shop

stewards. The term of office shall be two years. Provided there are no valid reasons for a change, this period should be extended. If the parties agree, a new election can be held after a shorter period. If possible, a functioning work study shop steward should continue until a new person has been trained and can begin to serve.

The undertaking shall ensure that work study shop stewards receive the necessary theoretical and practical training in work studies.

When the training takes place in the undertaking, it shall also ensure that the theoretical and practical knowledge, which work study shop stewards need in order to understand and judge the study material submitted and carry out control studies, is maintained.

In the training period and during the execution of their work as work study shop stewards these are paid their usual average earnings.

Both the work study shop stewards and the undertaking's work study representatives shall show impartiality and objectivity during the execution of their work.

III.

Work studies generally encompass:

1. Method studies
2. Additional time studies
3. Basic time studies

Based on the purpose, the various study forms will be used separately or combined. Method and additional time studies shall be carried out prior to any basic time studies. Special reasons must exist if a different procedure is to be followed.

1. Method studies aim at organizing the work, investigating the workplace, machinery, tools, materials, transport, working conditions and the actual work method used in order to make simplifications and improvements and establish the most economical way of performing a job. In connection with these studies the person who carries out the method studies shall confer with the employees concerned so that their knowledge and experience can contribute to creating the best possible result.
2. Additional time studies are carried out for different purposes, i.e. to register all the additional time required at a place of work or department with a view to improvements — and to determine the necessary additional time that appears. This additional time is divided into the following categories:
 - a. Additional operating time and distribution time b. Time for personal needs c. Rest breaks.
 - a. Additional operating time and distribution time refer to the addition to the basic time that must be allowed for due to conditions that cannot be appreciably influenced by the employees and which are related to the work piece, workplace, machinery, tools, etc. This addition is ascertained through studies that must be so comprehensive that they give an adequate basis for establishing the additional time that occurs. The addition must be established separately for each machine, workplace or department.
 - b. Time for personal needs refers to the time for covering a general need on the part of the operator, irrespective of the nature of the work, to have time for

drinking water, going to the bathroom, etc. This time is generally expressed as a percentage addition to the sum of the basic time, the distribution time and the additional operating time. The addition is established in most cases through negotiations — or also on the basis of additional time studies at the undertaking.

- c. Rest breaks. In addition to additional operating time, distribution time and time for personal needs, certain work operations require that special rest breaks be given. These may, for example, be rest breaks due to very heavy work, very intense work, automated work, unfavourable temperature or ventilating conditions or other reasons beyond a usual and normal work situation in the respective occupation. The rest break is given for that part or the work operation which requires an addition and is established by the undertaking's work study representative in consultation with the employees' shop stewards for work studies.
3. Basic time studies are performed to arrive at the amount of time required for a work operation by an experienced worker of average skill.
 - a. Standard performance is the work performed by an experienced employee, familiar with the work method, tools and machinery, and who works at a good pace that can be maintained without harming the employee's health.
 - b. During the study the employee's skill and intensity will be assessed so that, if necessary, the time is adjusted upwards or downwards to arrive at the standard performance.
 - c. The study shall be carried out on an experienced employee. If necessary, in order to arrive at a more reliable basis, the study may be carried out on several employees with experience in the work operation concerned.
 4. The established additional time, standard time and distribution time are valid for the conditions and with the use of the methods employed during the studies.

IV.

Piece-rate calculations

1. The standard time is established through work studies and/or through systematic processing of approved studies at the undertaking or with the aid of standard time systems.
2. The time for the task is generally determined by adding the stipulated additional time to the standard time.
3. The piece rate is calculated on the basis of the time required for the task as time or krone piece-work with payment for standard performance as specified under I. Before basic time studies are initiated, the basis for calculation shall as a rule be agreed on between the parties to the collective agreement or in a special agreement at the undertaking.
4. Proposals for piece rates that are based on standard time systems cannot be implemented without the existence of an agreement about this between the parties.

V.

Piece-rate negotiations.

1. When the piece rate has been calculated, it is presented for approval to the employees or employee group that shall perform the work and is signed by the ordinary shop steward, when this does not conflict with existing agreements.
2. If the employee wishes, he shall be presented with the time studies and calculations, including the performance evaluation which forms the basis for the piece rate.
3. If agreement is reached about the piece rate, it enters into force immediately.
4. If agreement is not reached, the undertaking's work study representative and the work study shop stewards shall, as soon as possible, review the study material and possibly together carry out the necessary control studies. If agreement about the piece rate is still not reached, the usual provisions in the agreement on piece-rate negotiations and disputes shall be applied.
5. The main organizations will recommend that in those cases when agreement about the piece rate is not reached, the undertaking's proposal is applied for the time being. The final result will apply retrospectively from the date the preliminary piece-rate result was introduced.
6. All prevailing piece rates shall be registered and filed. A complete job description shall accompany the piece rate. The employees' shop stewards shall be given copies of prevailing piece rates, signed by the management of the undertaking.

VI.

Mutual obligations.

1. Piece-work earnings above the normal for piece-work established through work studies do not give a right to reducing the piece rate when the higher earnings are due to skill and work intensity beyond the standard performance.
2. It is presupposed that the individual employee will try to exploit the earnings possibilities provided by the work-studied piece rates.

VII.

Basis for changes in piece rates established through work studies.

A revision of piece rates may take place when one or more of the following conditions exist:

1. A general increase or reduction of the wage level through revisions of collective agreements.
2. Change in method, machine, workplace or material.
3. Change in the undertaking's (the department's) general degree of rationalization which, among other things, is reflected in altered additional time.

4. Piece rates that are obviously incorrect as a result, for example, of calculating errors. Both parties are mutually obligated to report this when such errors are discovered.

VIII.

Wages during the work studies.

During the studies wages are paid according to the following rules:

1. If a piece rate for the work has previously been used, wages are paid according to this.
2. In connection with additional time studies or method studies, wages are paid as usual for the work — as if the study is not taking place. For work paid on an hourly basis, however, where a piece-work pace is required and performed, an addition shall be granted as mentioned under point 3 in this section. Employees paid on the basis of piece rate who, due to additional time studies or method studies, cannot maintain their usual earnings are guaranteed their average hourly earnings while these studies are being made.
3. When no piece rate exists, wages during the study period are paid according to the basis of calculation established in the collective agreement or in a separate agreement — provided the work during the studies is performed at a normal piece-work pace.

IX.

Duration.

Provisions on notice and duration for this agreement shall be the same as those for the Basic Agreement.

Supplementary agreement IV.

General agreement on systematic job evaluation as a basis for the determination of differentiated wages.

I.

N.A.F. and LO agree that wage systems based on job evaluation can be introduced in the individual undertaking or industry when the parties wish this.

The implementation of the job evaluation shall take place in accordance with the guidelines below. The purpose of the job evaluation is to find a basis for differentiating wage rates. The various jobs will be analyzed and assessed for establishing wage categories in accordance with the result of the job evaluation. The wage classification will depend on the qualifications required to fill the individual job, and the conditions under which the work is performed.

II.

A wage system based on job evaluation is based on:

1. A job description of those jobs that shall be classified in the system.
2. An agreement on those factors which shall be included in the evaluation and, if a point system is to be used, the point values that shall be attached to each factor.
3. A systematic committee evaluation of the various jobs for classification in the system.

4. Transfer of the evaluation result to wage categories.

III.

Introduction.

Before job evaluation is initiated at the undertaking, the management shall contact the employees' shop stewards and possibly the works council or the works council/working environment committee to provide information on and discuss the contemplated measures. When the parties at the undertaking agree to go ahead with job evaluations, this shall be recorded in the minutes which are forwarded to the organizations of the parties. These can be requested to provide assistance in connection with information activities and the implementation of the measures.

IV.

Job description.

The job description is drawn up by the management of the undertaking in cooperation with the employee concerned or a representative for the group. It shall consist of a general description of the individual job. It shall include as many details as are necessary to give the job description a general impression of what the job consists of and the conditions under which the work is performed.

V.

Choice of system.

The evaluation system — i.e. the factors and any point values — is agreed on between the parties at the undertaking, each in cooperation with their organization.

VI.

The evaluation committee.

An evaluation committee with an equal number of members from the management of the undertaking and the employees is established to handle the evaluation. The committee should consist of 2 or 3 people with at least 1 deputy from each of the parties. If necessary, it may — for the department currently being evaluated — be supplemented with the supervisor concerned and a representative for the employees.

The undertaking shall assist in giving the committee's members the necessary theoretical and practical training. In the training period and during the execution of the committee's work the members of the evaluation committee have a right to their ordinary earnings.

It is recommended that one of the management's representatives in the evaluation committee shall function as head of the committee's work. This person shall plan the work programme for the committee and see to it that the plan is followed.

The committee bases its evaluation on the job descriptions, an observation of each job at the workplace and possibly an interview with the employee and supervisor in the department.

If the committee cannot agree on the value of one or more jobs, these jobs must be re-evaluated. This should not be done until the evaluation of the other jobs has been completed. Disputes on the value of jobs cannot be brought before a body of appeal, but the rationalization offices of the main organizations may, on request from one of the parties, be consulted as advisers.

When the work on the introduction of job evaluation has been completed, the committee shall continue to exist for:

1. evaluating new jobs,
2. checking earlier evaluations if necessary,
3. re-evaluating jobs that have been changed.

Conversion to money is not within the province of the committee's work.

VII.

Conversion to money.

When the results of the job evaluation are available, the local parties, in cooperation with their respective organization, shall initiate negotiations on the classification into wage categories and the establishment of rates for these wage categories. If the negotiations do not result in agreement, the existing wage scheme shall be maintained in the collective agreement period.

The rates for wage categories will vary from one undertaking to another, depending among other things on the wage system used as a basis. (Piece work, bonus, personal evaluation, fixed wages or a combination of these.)

VIII.

Special provisions.

1. The negotiating parties at the undertaking cannot make any change in the evaluation. Any change in the value of one or more jobs must be handled by the evaluation committee.
2. Possibilities for improvements in the working environment or productivity that are discovered during the preparation of the job descriptions, and which can be implemented quickly, should if possible be carried into effect before the job in question is finally evaluated.
3. If a job is changed so that the job description is no longer correct, this shall be corrected and presented to the evaluation committee. If the committee arrives at a new evaluation result, this is converted to a wage category in the customary manner.
4. The individual employee may, if the person in question desires, be given the opportunity to examine the evaluation of the job that person performs.
5. The shop steward committee shall at all times have an up-to-date copy of job descriptions and evaluations.
6. A wage system based on job evaluation should encourage the employee to qualify himself for promotion. Under such a system, it will therefore be natural that qualified employees within the undertaking, under otherwise equal conditions, are promoted to positions that become vacant in higher wage categories within the system.
7. Piece-rate or bonus systems and/or personal evaluations may continue to be used or introduced if the provisions of the collective agreement allow for this.

IX.

Disputes on the understanding of this agreement that are not resolved through negotiations between the main organizations are brought before the Labour Court unless the parties agree on arbitration. The Arbitration Court shall in the event consist of one representative for each of the parties and a neutral arbitrator.

Supplementary agreement V.

Agreement on control measures in the undertaking.

N.A.F. and LO agree that this general agreement shall be used as a basis for the formulation and introduction of internal control measures in the individual undertaking when this appears necessary for the activity.

1. The need for various control measures may be based on different conditions, such as technical, economic, safety and health as well as other social organizational conditions. Measures introduced shall not exceed the scope that is necessary and must be justified on objective grounds, having regard to the activities and the need of the individual undertaking.
2. All employees or groups of employees shall be placed on an equal footing in relation to the control measures carried out in accordance with point 1.
3. Questions concerning the need, formulation and introduction of internal control measures shall be discussed with the shop stewards. The undertaking shall keep the employees, through their shop stewards, informed of plans and work within the field so that these, as early as possible and before the undertaking makes a decision, can present their views.
4. Before measures are introduced, the employees shall have received information about the purpose and practical consequences of the measures. The management of the undertaking and the shop stewards shall individually and jointly help to ensure that the necessary information is given to the employees before measures are initiated.
5. To the extent control measures shall comprise the storage and use of personal information (photos/film, text, magnetic tape, etc.) questions related to storage time, data protection, obliteration, etc. shall be discussed and clarified in accordance with provisions laid down in the Act relating to Personal Data Registers, etc. and accompanying regulations. The handing over of personal information in connection with control can only take place in accordance with the provisions on this in the above-mentioned Act and regulations.
6. Control measures formulated and introduced in accordance with this agreement's provisions can be practically carried out by the undertaking's own employees, or independent enterprises can be engaged to implement the measures. The responsibility for the measures rests in all cases with the undertaking.
7. If one of the parties at the individual undertaking so wishes, an attempt shall be made to establish a local agreement on the formulation and implementation of the undertaking's control measures. If an agreement is not reached, each of the parties can refer the matter to the main organizations.

Supplementary agreement VI.

**General agreement between the Norwegian Employers' Confederation
and the Norwegian Federation of Trade Unions on equality
between women and men in working life.**

I.

The Norwegian Employers' Confederation (N.A.F.) and the Norwegian Federation of Trade Unions (LO) agree to promote equality between women and men at work. The goal is that all employees — regardless of sex — are given the same opportunities for work and professional development, and are treated equally with regard to employment, pay, training and promotion. In many places women represent untapped labour resource which it is also in the interest of the undertakings to use.

II.

1. The parties emphasize the necessity of systematic and goal-oriented work to attain equality between the sexes at work.
2. The parties agree that the work for equality must primarily take place at the individual undertaking where the most appropriate forms of cooperation and organizations for the efforts to attain equality should be determined.

It is assumed that the main organizations and their affiliated organizations will contribute by, for example, preparing information material, arranging courses/conferences, making lectures available, etc.

3. It is the responsibility of the parties to work towards the accomplishment of the principles of the general agreement, and the parties shall take the initiative in matters that may promote equality.

III.

This general agreement follows the provisions on duration and terms of notice in the Basic Agreement between the Norwegian Employers' Confederation and the Norwegian Federation of Trade Unions.

Note:

The parties refer to ILO Convention no. 100 concerning equal pay for equal work, and Convention no. 111 concerning discrimination in working life and professional training, as well as ILO's declaration on equality between women and men and the Action Plan for carrying into effect this declaration.

The parties refer further to the Act of June 9, 1978 concerning equality of the sexes and the Action Plan for Equality which was dealt with by the Norwegian Parliament on June 4, 1981.

Supplementary agreement VII.

**Joint declaration regarding further education and
leaves of absence in that connection.**

The Norwegian Employers' Confederation and the Norwegian Federation of Trade Unions recognize the importance of further education to the individual, the undertaking and society. General education, vocational training, adult education and retraining must be considered from this point of view.

The parties therefore wish to emphasize the value of having the employees increase their knowledge and improve their competence, and also of having the undertakings stress systematic training of their employees.

If, in connection with education which is of value both to the individual and the undertaking, it is necessary to have a full or partial leave of absence, this should be granted unless special reasons make this impossible.

Also in connection with other education of importance to the further development of the individual, the undertaking should be obliging if full or partial leave of absence should prove advantageous, provided it can be done with only minor inconvenience to the undertaking.

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