
BASIC AGREEMENT OF 1990

Hovedavtalen 1990–1993



BASIC AGREEMENT OF 1990

**GENERAL AGREEMENT BETWEEN THE CONFEDERATION
OF NORWEGIAN BUSINESS AND INDUSTRY AND THE
NORWEGIAN FEDERATION OF TRADE UNIONS ON EQUALITY
BETWEEN WOMEN AND MEN IN WORKING LIFE**

Hovedavtalen 1990—1993



I. Purpose

Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) agree to work to promote equality between women and men in working life. The purpose is to ensure that all employees — regardless of sex — are given the same opportunities for work and professional development, and are treated equally with regard to appointment, pay, training and promotion. In many places women are an untapped labour resource which it is also in the interest of enterprises to make use of.

II. Duties of the main organizations

1. The parties emphasise the need to work systematically and purposefully towards the goal of equality between the sexes in working life.
2. The parties agree that equality must principally be worked for at individual enterprises, where the most appropriate forms of cooperation and organization should be arrived at for promoting equality. In this connection, cf. the first paragraph of §5-5 of the Basic Agreement, a shop steward can be elected shop steward for equality. The local parties have a joint responsibility for implementing the promotion of equality in the enterprise.
It is assumed that the main organizations and their affiliated organizations will contribute, for instance by offering professional assistance in the preparation of local agreements on equality, preparing informative material, arranging courses/conferences, providing lectures, etc.
3. It is the responsibility of the parties to work for the realisation of the principles of the general agreement, and the parties shall on their own initiative take steps to promote equality.

III. Local agreements

1. The local parties can discuss the establishment of an agreement concerning equality between the sexes which is adapted to the particular enterprise.
2. A local agreement should include guidelines for conducting local surveys aimed at showing the relationship between men's and women's representation, appointment, wages, training, promotion and the like.
3. Disputes concerning the interpretation of local agreement can be submitted to the main organizations.

IV. The right and duty to negotiate

Disputes concerning the interpretation of this agreement (the general agreement) shall be dealt with in accordance with §2 of the Basic Agreement.

V. Duration

The provisions concerning duration and termination in the Basic Agreement between NHO and LO shall apply to this general agreement.

Note: The parties refer to ILO Convention no. 100 on equal pay for work of equal value, and Convention no. 111 on discrimination in appointments and vocational training, as well as to the ILO's Declaration concerning equality between women and men and plan of action for implementing that declaration.

The parties further refer to the Act of 9 June 1978 relating to Equality between the Sexes, and the plan of action aimed at achieving equality debated in the Storting on 4 June 1981.

Entered in the minutes:

In the connection with the revisal of the basic agreement 1989, the main organizations have agreed to appoint a committee of their representatives.

The committee shall consist of three representatives of each party. The committee shall seek to make know the contents of Supplementary Agreement, VI, and promote understanding of the purpose of the agreement.

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§ 1-2 Duration

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§ 3-1 This agreement applies to all employees and employers in the industry covered by the agreement.

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Business and Industry
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THE BASIC AGREEMENT OF 1990

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PART A
THE BASIC AGREEMENT OF 1990

CHAPTER I

PARTIES, APPLICATION AND DURATION

§ 1-1 PARTIES

The Basic Agreement is an agreement between Confederation of Norwegian Business and Industry (NHO) including all its national and local associations and individual enterprises, and the Norwegian Federation of Trade Unions (LO) including all its unions and associations (divisions).

The Basic Agreement in no way affects or alters the relations between parties to other collective agreements.

§ 1-2 APPLICATION

The Basic Agreement is the first part of all collective agreements for workers in force or to be entered into by the organizations mentioned in § 1-1 and/or their members, and which are not covered by other Basic Agreements.

Part B of the Basic Agreement applies to industrial and craft enterprises in the same way as the former agreement on production committees. It is assumed that NHO and LO and the employers' associations and unions concerned can at any time enter into negotiations aimed at making Part B of the Basic Agreement applicable or at adapting the rules in Part B to other commercial sectors than industry and crafts.

§ 1-3 DURATION

This agreement, which enters into force on 1 March 1990, shall remain in force until 31 December 1993, and thereafter for a further two years at a time unless terminated in writing by one of the parties with 6 – six – months' notice.

CHAPTER II

FREEDOM OF ASSOCIATION. OBLIGATION TO REFRAIN FROM INDUSTRIAL ACTION. THE RIGHT TO NEGOTIATE AND TO TAKE LEGAL ACTION

§ 2-1 FREEDOM OF ASSOCIATION

NHO and LO mutually recognize the freedom of association of employers and employees.

§ 2-2 OBLIGATION TO REFRAIN FROM INDUSTRIAL ACTION

Where a collective agreement is in force, stoppages or other industrial action must not take place.

Disputes concerning the interpretation of a collective agreement or of demands based on a collective agreement shall be settled by the Labour Court, unless the parties reach agreement according to the rules in § 2-3.

§ 2-3 THE RIGHT TO NEGOTIATE

1. In the event of a dispute between an enterprise and its employees, attempts shall first be made to settle it by negotiations between the enterprise and the shop steward(s). Minutes shall be taken of the negotiations and made known to the interested parties.

2. If no agreement is reached by negotiations pursuant to subsection 1, the parties to the collective agreement in question, or both the main organizations, can 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 except by agreement with the other organization.

3. If no agreement is reached by negotiations pursuant to subsections 1 and 2, or if no such negotiations take place, or if there is a dispute between the organizations, each of the parties is obliged to submit the dispute to the union concerned or to LO and NHO or subordinate organizations authorised by them.

4. Negotiations shall take place within 8 days of a written request for negotiations from either of the parties.

§2-4 THE RIGHT TO TAKE LEGAL ACTION

Disputes concerning the interpretation of this Basic Agreement can be submitted to the Labour Court. According to the agreement, only NHO and LO have the right to take legal action.

CHAPTER III INDUSTRIAL DISPUTES

§3-1 COLLECTIVE NOTICE

When collective agreements are being revised, or when notice has been given of stoppages pursuant to the Labour Disputes Act, NHO and LO will accept as valid notice of termination of employment a notice exchanged between the two organizations, or between affiliated federations and unions provided the main organization has been notified of the termination. Both parties undertake to give at least two weeks' notice.

The notice of termination shall in form and content be in accordance with §28 of the Labour Disputes Act.

§3-2 POSITION OF APPRENTICES IN INDUSTRIAL DISPUTES

Apprentices on contract are not included in collective notices of termination in accordance with the first paragraph of §3-1 unless they are expressly mentioned in the notice to be exchanged between the organizations.

When not included in the notice of termination, apprentices shall continue their training during the stoppage. Enterprises shall as far as possible continue to provide normal training.

If the stoppage makes it impossible to provide effective training, apprentices can be laid off, with at least 7 days' notice, for the duration of the stoppage.

For apprentices laid off in accordance with the preceding paragraph, the question of a possible extension of the period of apprenticeship because of the stoppage shall be decided in accordance with §15, alternatives 1 and 2, of the Act relating to Vocational Training in Working Life or corresponding provisions in other legislation.

§3-3 WORK IN CONNECTION WITH INDUSTRIAL DISPUTES

1. It is assumed by the main organizations that individual enterprises, or sectors covered by collective agreements as the case may be, will in good time before the expiry of the collective agreement enter into the necessary agreements regulating conditions for the technically sound and safe closing down and restarting of operations, and for the work which is necessary to prevent hazards to life and health or substantial material damage.

2. Local agreements to this effect shall be approved by the direct parties to the collective agreement. If agreement is not reached at local negotiations, the matter can be submitted to the parties to the agreement. If agreement is not reached at these negotiations, or if one of the parties to the agreement does not approve the local agreement, the matter can be submitted to the main organizations.

3. Agreements as mentioned in subsection 2 apply until a new collective agreement enters into force.

§3-4 EMPLOYEES' VOTING PROCEDURE

1. For votes on proposed collective agreements, those with the right to vote shall be called to a meeting at which the proposed agreement is presented and a secret written vote is taken. Ballot-papers shall be collected either by the union's executive committee or by a specially appointed committee. The ballot-papers shall be sealed and held by the executive committee or the specially appointed committee until voting in the district concerned has been concluded for all participants. The executive committee or committee shall then count the votes and record the ballot. The ballot shall be sent to the union concerned and shall not be published in any way until the main organization has so decided. The ballot-papers shall on request be sent to the national union concerned.

The national unions shall send the unions summaries of total ballots and of voting in the divisions.

Votes can also be taken by making the proposed collective agreement known to all employees with a say in the decision, and sending them ballot-papers with an obligation to return their votes.

2. a) All organized employees of enterprises covered by the proposed collective agreement have the right to vote.
- b) In unions whose members constantly change their places of work (building workers, transport workers, lumbermen and agricultural workers, workers in seasonal enterprises and the like), all members have the right to vote.
- c) When a union has a general agreement submitted to it which in effect regulates wages and working conditions for the whole trade, all members have the right to vote.
- d) Voting is compulsory for all members with the right to vote.
3. a) If so few votes are cast that the ballot is not a fair reflection of majority opinion among members with the right to vote, the executive committee of the national union can order a new ballot.

The new ballot shall comprise all unions concerned and all members with the right to vote.

- b) At enterprises where there is shift work, and where there is no dispute, the meeting or meetings shall be arranged so that all members have an opportunity to vote.
4. Members who are receiving financial assistance from a union and who without valid reason fail to vote on a proposed collective agreement, forfeit the right to continued assistance. Disputes between a union and its members concerning this provision shall be settled by the executive committee of the national union.
5. This procedure for ballots on proposed collective agreements shall be followed by all organizations affiliated with LO.
6. Any dispute concerning the application of these voting rules shall be settled by the Secretariat.
7. These rules do not affect the right of the national unions and the Secretariat to negotiate and conclude wage settlements and manage and terminate industrial disputes in accordance with current by-laws, cf. the by-laws governing LO.

§3-5 EMPLOYERS' VOTING PROCEDURE

When a proposed collective agreement is submitted to a referendum, those members of NHO take part to whom the agreement applies. Ballots shall be secret and in writing. For a proposal submitted to a referendum to be rejected, at least half of those entitled to vote must have voted for rejection.

If a proposed agreement for an individual or several individual members of a national association contains provisions which may affect the working conditions of other members of the association, all members of the association are entitled to vote, unless the association decides that only members bound by collective agreements shall have the right to vote.

These rules do not affect the right of the Central Executive Committee of NHO and the national associations to negotiate and conclude wage settlements and manage and terminate industrial disputes in accordance with current by-laws governing the organizations.

§3-6 SYMPATHETIC INDUSTRIAL ACTION

The provisions in collective agreements enjoining avoidance of industrial action do not limit the right of enterprises or employees to take part, with the consent of NHO or LO, in stoppages in support of other lawful industrial action. Before giving such consent, the main organizations must conduct negotiations concerning any extension of the main dispute.

Negotiations shall be entered into within 4 days after a demand for them.

Notice of any stoppage shall be given as provided in §3-1.

In the case of strikes at enterprises which are NHO members in support of employees at enterprises which do not belong to an employers' organization, the period of notice shall be 3 weeks.

If LO calls a sympathetic strike affecting NHO members in connection with a dispute at an enterprise which is not a member of NHO, LO shall at the same time

call a sympathetic strike at corresponding unorganized enterprises, if there are any; however, the number of employees brought out on sympathetic strike at the unorganized enterprises shall roughly correspond to the number of employees at the organized enterprises.

The main organizations can agree on exceptions to this rule. LO can exempt state, municipal, co-operative and workers' enterprises.

The right of LO to call sympathetic strikes at enterprises affiliated with NHO in support of demands made to unorganized enterprises is limited to demands which do not exceed the terms of collective agreements between NHO and corresponding enterprises.

Notice of termination of employment pursuant to the rules in this section shall be unconditional, unless the main dispute concerns the right to fix terms and conditions of employment in a collective agreement at enterprises at least half of whose employees are organized in national unions affiliated with LO. If the aim of the dispute is to protect the right of association, LO or national unions affiliated with LO are entitled to give conditional notice of termination of employment regardless of the number of organized employees.

Entered in the minutes:

"The NHO negotiators proposed in 1947 that the expression "state, municipal" in the sixth paragraph of the section should be changed to "public activity".

The LO negotiators remarked that the present expression does not allow LO to exempt public manufacturing enterprises whose production is not mainly geared to national defence requirements.

Referring to this, the NHO negotiators withdrew their proposal.

The provision in the last sentence of §3-6 relates to cases of employers who dismiss employees who organize themselves, so that the number of organized employees never reaches 50% of the workforce. It takes account of the general rule practised for many years by LO of not initiating industrial disputes aimed at the adoption of collective agreements at enterprises where only a minority of the workers are organized. Corresponding rules will also be observed with regard to clerical staff.

LO is willing to enter into agreements with contents corresponding to §3-6 with other associations of employers, as well as to include in such agreements provisions corresponding to §2-1 of the Basic Agreement."

§3-7 COLLECTIVE AGREEMENTS FOR NEW NHO MEMBERS

The following shall apply to enterprises which join NHO during the period of a collective agreement, or which during the period initiate operations not covered by a collective agreement:

1. At the request of NHO or LO, such enterprises shall be covered by the collective agreements current between organizations of enterprises of the same nature. Disputes concerning whether an enterprise is of the same nature shall be settled by a permanent committee consisting of one representative of each party and a neutral chairman, to be appointed by the State Mediator if the parties fail to agree on an appointment. Failing agreement by discussion, the party who contests the demand for agreement must bring action in the Permanent Committee within one month from the end

of the discussion. In judging the nature of an enterprise, regard must be had to its operation and working conditions and to the kind and execution of any work covered by the collective agreement. The designation of the enterprise shall not be decisive, since the main aim is to arrive at the collective agreement most appropriate to operations at the enterprise.

If an enterprise upon joining is bound by an agreement (referred to below as a "special agreement"), that special agreement shall remain in force until terminated.

2. A request in accordance with subsection 1 must be submitted by NHO at the same time as it notifies the national union concerned that the enterprise has been enrolled as a member of NHO, or when a special agreement is terminated by NHO, or at the latest 14 days after the union has received notice of the termination of the special agreement. A request in accordance with subsection 1 must be submitted by LO or the national union concerned at the latest 14 days after the national union receives NHO's notification that the enterprise has been enrolled as a member, or when the enterprise's current special agreement is abrogated by the national union concerned, or no later than 14 days after the national union receives notice of the termination of the special agreement. Within the same deadlines both parties can, however, demand 1 month's extension of the deadline. Once the entry into force of an agreement has been requested within the time allowed, both parties may subsequently request the entry into force of other agreements.
3. Where more than one collective agreement applies between the organizations, they shall be invoked in the following order of precedence:
 - a) collective agreements at national level,
 - b) collective agreements covering groups of enterprises in the town or district where the newly enrolled enterprise is located,
 - c) collective agreements covering a single enterprise in the same vicinity,
 - d) another collective agreement covering an enterprise of the same kind.This order may be departed from when necessary for the purpose of including the enterprise in the collective agreement most natural for it, according to the system of collective agreements between the main organizations. If the parties do not agree on which collective agreement shall apply, the question shall be settled by a committee as prescribed in subsection 1 above.

Disagreement as to which of 2 or more applicable agreements with equal priority shall be applied shall be settled in the same way.
4. If the rates of pay in the collective agreement concerned (hourly, daily, monthly, or percentage pay or piecework rates) are not directly applicable, negotiations shall take place in accordance with §2-3. If agreement is not reached, the dispute shall be settled by a committee composed as established in subsection 1 above.

The same applies if the collective agreement lacks rates of pay for certain categories of employee at the newly enrolled enterprise, or if special circumstances at that enterprise necessitate the inclusion of provisions not

contained in the collective agreement being applied. Wages shall be fixed in accordance with subsection 2 of §3-9.

5. If when an enterprise is enrolled notice of termination of employment has been given in support of a demand for a collective agreement at the enterprise, or if mediation proceedings have been decided on, a committee can determine that arrears of wages for work done during the time that elapses shall be paid according to the rates adopted for the enterprise. If the enterprise is entering into a new collective agreement, arrears of wages shall be paid with effect from the date of the written demand. If the enterprise is merely revising an existing collective agreement, payment of arrears can not take effect until the expiry date of that agreement.
6. If employees at a newly enrolled enterprise previously enjoyed benefits which are not normally subject to regulation in collective agreements, and which were not taken into account when the terms and conditions of employment were established in the collective agreement, all employees can retain such benefits for as long as they are attached to the enterprise. If special circumstances apply, NHO can nevertheless demand the withdrawal of such benefits. If in this connection a dispute arises which can not be resolved by negotiations in accordance with §2-3, it shall be settled by a committee pursuant to subsection 1 above.

If the collective agreement adopted for a newly enrolled enterprise contains provisions concerning the retention of benefits over and above those stipulated in the agreement, such provisions do not entitle employees to demand that benefits be retained to any greater extent than mentioned above, in which connection any dispute shall be settled by a committee.

If a newly enrolled enterprise is covered by a collective agreement when it enrolls, and the transition to a new collective agreement implies significantly poorer terms and conditions of employment, or considerable variations in the terms and conditions of employees doing the same work, the parties assume that a transitional arrangement must be negotiated.

Note:

Examples of benefits which are not normally regulated by collective agreements are free medicine, free school for children of employees, or paid leave to serve in positions of public trust.

§ 3-8 NEW COLLECTIVE AGREEMENTS OWING TO CHANGED CIRCUMSTANCES

If changes in the type of production, work done, or working conditions mean that the collective agreement in force ceases to be the most appropriate one for the enterprise, each of the parties can initiate negotiations for the adoption of the most appropriate agreement, in accordance with the provisions in §3-7. Disputes concerning which of one or more collective agreements can apply shall be settled by a committee pursuant to subsection 1 of §3-7. Where relevant, the provision in subsection 3 of §3-7 shall apply correspondingly.

§ 3-9 COLLECTIVE AGREEMENTS FOR NEW MEMBERS OF LO

The following shall apply for employees who become members of LO during the period of a collective agreement:

1. When workers at an enterprise bound by a collective agreement become organized, and their work is done at a place to which the collective agreement applies but without being covered by it, either party can demand negotiations in accordance with §2-3 concerning the terms and conditions of employment of the newly organized employees. If agreement is not reached, the dispute shall be settled by a committee composed as mentioned in subsection 1 of §3-7.
2. If the collective agreement lacks wage rates for such employees, the committee shall in reaching its decision pay due attention to:
 - a) the terms and conditions of employment established by collective agreement for other employees at the same enterprise. the relative wages collectively agreed for correspon
 - b) ding categories of employees working under similar conditions at other enterprises covered by agreements between the main organizations, and the general wage level of the category in question under other collective agreements between
 - c) the main organizations.

Note:

For the purpose of this section, supervisors in administrative positions are not considered employees.

§ 3-10

If an enterprise which is bound by a collective agreement withdraws from NHO in the agreement period, NHO shall notify the union concerned about the withdrawal and the date thereof as soon as possible.

An enterprise which withdraws from NHO in the collective agreement period remains bound by the agreements which applied at the time of the withdrawal. (See § 3 No. 4 of the Labour Disputes Act.)

CHAPTER IV SPECIAL AGREEMENTS

§ 4-1 VALIDITY OF SPECIAL AGREEMENTS

Special agreements governing terms and conditions of employment entered into in writing by the management and shop stewards at an enterprise are binding for the parties until terminated by written notice. This shall not apply, however, if the special agreement conflicts with the collective agreement agreed on by the organizations for the enterprise.

§ 4-2 TERMINATION OF SPECIAL AGREEMENTS WITH EXPIRY DATES

Special agreements with specific expiry dates can be terminated with at least one month's notice before the expiry date, unless otherwise provided in the special agreement or the collective agreement. This presupposes that the local parties

have negotiated before notice is given, or that negotiations have been demanded but have not commenced within 8 days. If no notice of termination has been given by the date of expiry, the same period of notice shall apply for a further 1 month at a time.

§ 4-3 TERMINATION OF SPECIAL AGREEMENTS IN FORCE UNTIL FURTHER NOTICE

If it has been decided or assumed that a special agreement shall be valid until further notice, it can be terminated at any time with at least 1 month's notice, unless otherwise provided in the special agreement or the collective agreement. This presupposes that the local parties have negotiated before notice is given, or that negotiations have been demanded but have not commenced within 8 days.

§ 4-4 TERMINATION AND REVISION OF A SPECIAL AGREEMENT WHICH IS CONCURRENT WITH AN ENTERPRISE'S COLLECTIVE AGREEMENT

The provision in §4-3 does not apply if it has been agreed or presupposed that a special agreement shall be valid until the expiry of the enterprise's collective agreement. Unless it is agreed in connection with a regular revision that such a special agreement shall be terminated or changed, it shall remain in force also during the term of the next collective agreement.

If a special agreement has the same duration as the collective agreement established between the organizations, each of the parties can during the term of the collective agreement demand local negotiations aimed at revising the special agreement. If agreement is not reached, the parties shall be allowed to submit the matter to the organizations in accordance with §2-3 of the Basic Agreement. If no agreement is then reached, either of the local parties can terminate the special agreement upon the expiry of the collective agreement, with the same notice as for the collective agreement.

The preceding provisions are supplementary to such rights as the parties have pursuant to the rules of the current collective agreement to demand negotiations and if necessary arbitration when revising special agreements.

§ 4-5 EFFECTS OF THE EXPIRY OF A SPECIAL AGREEMENT

When a special agreement expires following notice of termination while the collective agreement between the parties remains in force, the matters comprised in the special agreement shall be regulated on the basis of the provisions in the collective agreement.

CHAPTER V SHOP STEWARDS. NUMBERS AND ELECTION

§ 5-1 RIGHT AND DUTY TO ELECT SHOP STEWARDS

Shop stewards to represent the organized employees shall be elected at every enterprise where the enterprise or the employees so demand.

When an enterprise is split into smaller units, and the former owners have major owner interests in the new companies, employees within the same union area may require the appointment, for a transitional period of up to six months, of a common working committee of shop stewards, see §5-4 below.

§ 5-2 NUMBERS OF SHOP STEWARDS

At enterprises with up to 25 employees, 2 shop stewards can be elected.

At enterprises with

from	26 to	50 employees,	3 shop stewards
from	51 to	150 employees,	4 shop stewards
from	151 to	300 employees,	6 shop stewards
from	301 to	500 employees,	8 shop stewards
from	501 to	750 employees,	10 shop stewards
over	750		12 shop stewards

can be elected.

If an enterprise has employees who are members of organizations not affiliated with LO, the number of shop stewards shall be based on the total number of employees minus the number of members of such organizations.

The parties at the individual enterprise may, with the emphasis on structure and organizational form, enter into a written agreement for a larger number of shop stewards than those following from the preceding paragraph.

§ 5-3 ELECTION BY GROUPS

Elections of shop stewards can if desired be arranged by groups. Any working group recognized as such by the enterprise and averaging at least 25 employees is in that case entitled to 1 representative on the committee of shop stewards. This applies even if the number of shop stewards should thereby exceed the scale above.

§ 5-4 WORKING COMMITTEE

Shop stewards shall elect a working committee consisting of a chairman, a deputy chairman, and a secretary, provided there are at least 3 shop stewards. The working committee has special responsibility for managing the work of the shop stewards.

§ 5-5 SHOP STEWARDS ELECTED TO SPECIAL FUNCTIONS

One of the shop stewards can be elected to be specially responsible for vocational training and union information under supplementary agreement VII. The enterprise shall consult those specially responsible for vocational training before starting training activities. Shop stewards can also be elected to other special functions, e.g. with responsibility for productivity.

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

If an enterprise employs members of various unions affiliated with LO but having their own basic agreement, discussions with the management can be entered into for the purpose of arriving at efficient procedures for dealing with questions relating to the General agreement on technological development and computer-based systems. In this connection the number of representatives to be responsible for EDP can also be discussed.

§ 5-6 MEMBERS OF UNION EXECUTIVES AS SHOP STEWARDS

If an enterprise only employs members of a single union, and the union only has members employed by that enterprise, members of the union's executive can be elected as shop stewards to the extent permitted by this agreement.

§ 5-7 COMMITTEE OF SHOP STEWARDS

If the employees of an enterprise are members of various trade unions, each of which is affiliated with LO through its national union, these can hold joint meetings (works meetings) to elect the chairman of the committee of shop stewards. The chairman can be elected from any group affiliated with LO regardless of which basic agreement between NHO and LO the group is covered by. He or she need not be one of the previously elected shop stewards.

The chairman of the committee of shop stewards can take part in all negotiation meetings arranged between the employees and the enterprise, cf. §2-3 of the Basic Agreement, whichever group affiliated with LO the negotiations concern.

§ 5-8 CONCERN COMMITTEES

In a concern, a concern committee can be established pursuant to the rules in Chapter XIV of the agreement.

Entered in the minutes:

In the course of the Basic Agreement negotiations in 1985, LO demanded the inclusion in Part A of provisions regulating workers' representation in concerns.

The parties agree to appoint a committee in the course of the period consisting of representatives of both parties, to study the rules currently in force with regard to concern committees, cf. Chapter XIV.

It is the intention of the parties that the above-mentioned report shall have been completed soon enough to form the basis, at the next revision of the Basic Agreement, for considering the need to amend the rules currently in force.

§ 5-9 CONSTRUCTION OF LARGE PLANTS: COORDINATING COMMITTEES

In the construction of a large plant and large, time-limited facilities, such as the conversion or improvement of such plant, where two or more enterprises are engaged in the undertaking, a co-ordinating committee can be established consisting of 1 representative of each of the enterprises concerned. When necessary, such joint meetings of the coordinating committee as may be required can be held during working hours. The committee shall be responsible for providing information on matters of common interest and on social/ cultural activities.

One of the members of the committee may especially handle cultural, welfare and social affairs.

§ 5-10 WHO CAN BE ELECTED A SHOP STEWARD

Shop stewards at an enterprise shall be elected among workers of recognized ability, with experience of and insight into its working conditions. As far as possible, they shall be elected among employees who have worked at the enterprise for the last two years. Representatives should be over 20 years of age.

Note:

If one of the parties maintains that an election has been conducted in contravention of these rules, the matter can be submitted for discussion by the main organizations. Although the main organizations recommend that shop stewards should be over 20 years of age, employees over the age of 18 can be elected shop stewards. The condition is that they have been employed at the enterprise for the last two years.

Entered in the minutes:

In 1947, the NHO negotiators proposed the inclusion of a provision as follows:

"Workers are not entitled to elect others to act instead of shop stewards in matters for which the latter are responsible."

The LO negotiators drew attention to the following congress resolution from 1925, which was still in force:

"...No special organization, cells, groups or action committees shall be organized for the purpose of setting aside regularly established and elected trade union agencies or furthering other than union objectives..."

In view of this, the LO negotiators considered a provision to the same effect in the Basic Agreement superfluous.

The NHO negotiators accordingly withdrew their proposal.

Employees who function notably as their employers' representatives, for instance employees in such positions of particular trust as manager or personal secretary to the management, or who represent the employer in negotiations concerning or settlements of terms and conditions of employment for subordinate personnel, can not be elected shop stewards.

Elections must fully express the will of the majority of organized employees.

§ 5-11 ELECTION PERIODS

Elections are for one calendar year. The chairman, deputy chairman and secretary can be elected for two years.

A shop steward who leaves the enterprise shall cease to function as such.

§ 5-12 NOTIFICATION OF ELECTIONS

Within 8 days of an election, the enterprise shall receive written notification of the names of those elected pursuant to §5-2 and the first paragraph of §5-10, and of which of them is chairman, deputy chairman and secretary. Recognition of an employee as shop steward cannot be demanded before such notification has been given. Until the enterprise receives notification of elections, those previously elected shall be considered shop stewards.

CHAPTER VI

RIGHTS AND DUTIES OF EMPLOYERS AND SHOP STEWARDS

§ 6-1 JOINT DECLARATION OF THE MAIN ORGANIZATIONS CONCERNING SHOP STEWARDS

NHO and LO agree as to the decisive importance for good relations at places of work of efficient and reliable cooperation between representatives of the enter-

prise and shop stewards, and of facilitating the efficient performance by shop stewards of their duties according to the Basic Agreement and the Working Environment Act and as their organizations' representatives at the enterprise.

The main organizations wish to emphasise the importance of having both workers' and enterprise representatives with the best possible qualifications for dealing with questions of cooperation. Among their respective memberships, the main organizations will through information and courses seek to train the parties' representatives for the duties incumbent on them under the Basic Agreement.

§ 6-2 SHOP STEWARDS

1. Shop stewards at an enterprise shall be recognised as the representatives and spokesmen of the organized employees.
2. Shop stewards have the right to commit the employees in matters that concern the entire workforce or groups of employees insofar as this is not precluded by a collective agreement. It is assumed that the shop stewards will if necessary submit questions to their fellow workers before reaching decisions. The enterprise is entitled to an answer without undue delay.
3. Shop stewards have the right to deal with and to try to settle amicably any grievance of individual employees against the enterprise or of the enterprise against individual employees.
4. Shop stewards with matters to discuss shall approach the employer or employer's representative at the place of work directly.

§ 6-3 EMPLOYERS' REPRESENTATIVES

A responsible representative of the employer shall be present at the enterprise and available daily for consultation by shop stewards. The employer shall give the committee of shop stewards written notification of the names of the representative and of his or her deputy. If the employer's representative wishes to consider a matter more closely and is therefore unable to give an immediate answer, an answer shall be given without undue delay.

§ 6-4 REPRESENTATIVES OF THE PARTIES AT NEGOTIATIONS

1. The representatives of the enterprise and of the workers shall be empowered to conduct substantive negotiations, cf. §6-3 and subsection 2 of §6-2.
2. Negotiations with shop stewards can be attended either by the employer or by a deputy appointed by the employer from within the management. The employer or his or her deputy can summon other members of the management to take part in the negotiations.
The shop stewards can call in representatives of those employees whom the negotiations concern.
3. The parties assume that negotiations concerning disputes will not normally be attended by more than 3 representatives of each of the parties. When only 1 shop steward is present, he can be accompanied by another employee at negotiations with the enterprise.

§ 6-5 ATTITUDES OF THE PARTIES

1. Like the employer or anyone acting on the employer's behalf in dealings with the employees, shop stewards are under an obligation to do their best to maintain smooth and peaceful cooperation at the place of work. This applies not only at work, but also at conferences between the enterprise and shop stewards, when passing information on to their own organizations, when informing fellow workers, and in dealings with the other party's organization.
The same applies during the performance of other duties as shop stewards.
2. To the extent that such duties have not been expressly laid on other agencies, shop stewards shall, like the employer, see to it that the parties fulfil their obligations according to collective agreements, working rules, and the Working Environment Act. It is accordingly incompatible with the duties of employers and shop stewards to incite to or participate in unlawful disputes. Nor are shop stewards entitled to resign from their positions of trust in connection with such disputes.
3. All shop stewards must try to ensure that production is interfered with as little as possible, and that as far as possible the regular operation of special machines is not stopped.

§ 6-6 CONDITIONS OF EMPLOYMENT OF SHOP STEWARDS

1. The main organizations agree that shop stewards must be given the time they need to perform their duties as shop stewards in enterprises, see § 6-1 above. In this connection, if one of the parties at an enterprise so wishes, local discussions may be conducted for the conclusion of an agreement concerning the amount of time a shop steward needs for the performance of his or her duties as such within the regular working hours of the enterprise. The total time required for the performance of shop stewards' duties shall reflect the volume of work. Local discussions can also be entered into concerning whether the enterprise should facilitate the work of its shop stewards by making premises and the necessary equipment available. In discussions according to this subsection, regard shall be had to the size and technical nature of the enterprise, the form of pay stipulated in the collective agreement, or the like. The shop stewards shall in all cases have access to telephone and the right to lockers.
The local parties can seek advice from their organizations concerning the contents of the first paragraph of subsection 1.
2. To the extent necessary for the performance of their duties, members of the working committee, and shop stewards with special duties pursuant to § 5-5, shall have unlimited access to the various departments of the enterprise. They shall first ensure that their immediate superiors are told why they have to leave their workplaces and also whenever possible tell the supervisor of the department they are entering whom it is they wish to see.
3. The other shop stewards shall also be allowed to perform their duties unhindered. In this connection they can leave their workplaces with the permission of their immediate superiors.

§ 6-7 MEETINGS DURING WORKING HOURS

1. By agreement with the management, the committee of shop stewards can hold meetings during working hours without wage deductions.
In the case of plans for company splits, mergers and major reorganizations, the shop stewards at the enterprises involved may by agreement with the management hold common meetings without wage deductions.
2. Union meetings for the election of shop stewards and voting on proposed wage agreements, may be held during working hours without wage deductions provided they do not entail any major operational inconvenience.
If the committee of shop stewards, in agreement with the management, considers that a matter needs immediate decision or that the matters to be considered are of particular importance, union meetings may be held during working hours without wage deductions.
If the operation of the enterprise extends beyond eight hours, union meetings by agreement with the management may be held during working hours without wage deductions.
For matters which do not require immediate decision, the enterprise shall be given at least eight days notice.

§ 6-8 REMUNERATION

- For time spent in negotiations agreed locally according to § 2-3 of the Basic Agreement, shop stewards shall be compensated for lost earnings when meetings take place during regular working hours. The parties at each enterprise or within each separate sector covered by an agreement can agree on other ways of calculating the compensation.
- For meetings held during a shop steward's leisure time, compensation shall be at the same rates as for holidays and 1 and 17 May, unless the parties at each enterprise or within each separate sector covered by a collective agreement agree on another method of calculation.
- The remuneration mentioned in the preceding paragraph shall also be paid to safety delegates for the time devoted to safety work.
- Corresponding remuneration shall be paid for time over and above agreed negotiations spent by shop stewards in the performance of their duties pursuant to § 6-6.
- The same remuneration as mentioned above shall also be paid in connection with meetings according to Chapter IX of the Basic Agreement – for meetings of works councils and department committees, works conferences, and meetings of the cooperation committee according to Part B of the Basic Agreement – and for meetings of working environment committees.
- The same remuneration shall also be paid if it is necessary to give the chairman and/or the secretary of the works council leave of absence to perform their duties.

§ 6-9 LEAVE OF ABSENCE FOR SHOP STEWARDS

1. The shop stewards at an enterprise shall not unless absolutely necessary be refused leave of absence when summoned to meetings or negotiations by their organizations, or to take part in union courses or other informative union activities, including participation in union delegations or giving

lectures, or to function as course leaders for courses for union representatives conducted by the organization.

Entered in the minutes:

When asked, the LO negotiators replied that the meetings and negotiations about which questions might arise pursuant to §6-9 and the first paragraph of §10-6 were:

meetings of the national executive, national union executives, and the Committee of Representatives, national meetings, congresses, executive meetings of the District Trades Council, union executive meetings, negotiations on collective agreements, and negotiations according to §2-3 of the Basic Agreement.

Employees who are being trained for positions of trust as mentioned above shall also to a reasonable extent be given leave of absence to take part in union courses or other informative union activities.

Inquiries about leave of absence pursuant to the above provisions shall be put to the management as early as circumstances permit.

Note:

The parties emphasise as strongly as possible the importance of taking up such inquiries with the enterprise at the earliest possible opportunity.

2. All shop stewards must try to ensure that production is interfered with as little as possible and that as far as possible the regular operation of special machines is not stopped.

§ 6-10 CONDITIONS FOR DEMANDING THE WITHDRAWAL OF A SHOP STEWARD OR EMPLOYER'S REPRESENTATIVE

If a shop steward is guilty of serious dereliction of duty according to the Basic Agreement, NHO may demand of LO that he or she resign as a shop steward. If LO does not agree that the demand is justified, the dispute shall be settled by the Labour Court. If a shop steward then has to resign, the workers at the enterprise are obliged to elect a new shop steward at once.

If it is the employer's representative who is guilty of a serious breach of the Basic Agreement, LO can demand of NHO that he or she resign as the employer's representative in dealings with the employees. If NHO does not agree that the demand is justified, the dispute shall be settled by the Labour Court. If the person concerned has to resign as the employer's representative in dealings with the employees, the employer is obliged to appoint a new representative at once, cf. §6-3.

If a shop steward or employer's representative has to resign as such pursuant to the provisions above, he or she can not be reelected or re-appointed before at least 2 years have passed.

Note:

If a shop steward or employer's representative incites to or takes part in an unlawful dispute, this is to be regarded as a serious breach of his or her obligations according to the Basic Agreement.

§ 6-11 NOTICE TO OR DISCHARGE OF SHOP STEWARDS

Shop stewards can not be given notice or discharged without just cause. In addition to seniority and other factors which should reasonably be taken into account, due regard shall be taken to the special position of the shop stewards in the enterprise.

Unless they are entitled to longer notice according to the Working Environment Act or their contracts, such employees shall have 12 weeks' notice if they are being given notice individually. This special notice does not apply if the discharge is due to shortage of work.

If LO claims that notice is being given without just cause, the employee shall not leave before the Labour Court has given its judgement. This is on condition that a writ has been issued no later than 8 weeks after the notice of dismissal was received.

The provisions relating to notice and discharge in §§ 57-67 of the Working Environment Act apply correspondingly, with the qualification that if LO maintains that the notice or discharge was without just cause, LO shall submit the case directly to the Labour Court.

The parties agree that when an activity is closed down, it is important for the employees concerned to retain a shop steward as long as possible. This should also be practice when the operations of a bankrupt enterprise are continued under administrators in winding-up proceedings.

Before giving notice to or discharging such employees, the employer shall take the matter up with the other shop stewards (the working committee) unless the employee concerned objects or to do so could be offensive to others.

If an enterprise has given notice to or discharged shop stewards or other employees during the last 3 months before becoming a member of NHO, and it is maintained that this is because of a demand for a collective agreement at the enterprise, the dispute shall be dealt with according to the provisions in the Basic Agreement.

Disputes concerning notice to or the discharge of shop stewards in connection with the sale of an enterprise or its reorganization under company law shall be dealt with in the same way, if LO claims that the notice or discharge contravenes §2-1 of the Basic Agreement.

The above provisions apply correspondingly to safety delegates and members of working environment committees, boards, and corporate assemblies.

§ 6-12 ACCESS TO ENTERPRISES FOR UNION OFFICIALS

When LO or union officials or the heads of such divisions as have collective agreements with an enterprise request access to an enterprise for the performance of their duties according to the collective agreement, they shall be given such access after notifying the management. This does not affect the provisions in the second paragraph of subsection 2 of §2-3.

CHAPTER VII
SAFETY WORK AND OCCUPATIONAL HEALTH SERVICES

§ 7-1 NEGOTIATIONS CONCERNING IMPLEMENTATION OF THE WORKING ENVIRONMENT ACT

If questions arise concerning the implementation of other provisions of the Working Environment Act than §§55 A – 68 about which agreement is not reached within the enterprise, or which can not be settled except by submitting them to the Labour Inspectorate, attempts can at the request of one of the parties be made to resolve them by negotiation, in accordance with subsection 1 of §2-3 of the Basic Agreement.

§ 7-2 SAFETY DELEGATES

If the parties in an enterprise with fewer than 5 employees agree not to have a safety delegate, the functions of the safety delegate can be carried out by the shop steward.

Safety delegates shall have unimpeded access to their areas of responsibility. If they have to leave their workplaces, they shall inform their immediate superiors beforehand or as soon as possible.

§ 7-3 WORKING ENVIRONMENT COMMITTEES

Where no working environment committee has been established, employers and safety delegates shall in cooperation perform the duties laid on safety delegates by the Regulations issued pursuant to the second sentence of subsection 7 of §26 of the Working Environment Act.

In enterprises where working environment committees have been set up in accordance with the provisions in §23 of the Working Environment Act, the management can determine the budgetary limits within which it gives the committee authority and responsibility for taking decisions on the implementation of such safety measures as the members of the committee agree on. This does not limit the authority to take decisions vested in the working environment committee according to the Working Environment Act.

§ 7-4 OCCUPATIONAL HEALTH SERVICES

The enterprise, when it is obliged to maintain occupational health services under the Working Environment Act, shall join an occupational health system. If any such offer is not available the enterprise and the shop stewards shall jointly work actively with other enterprises to establish systems which satisfy the statutory requirements of occupational health services.

Enterprises of such size that they desire a separate system shall operate it in accordance with the occupational health service regulations of the Working Environment Act.

The parties emphasize the great importance of the preventive work which is inherent in this system.

CHAPTER VIII
LAY-OFFS

§ 8-1 CONDITIONS FOR LAY-OFFS

Employees can be laid off:

- a) When the parties have agreed to that effect in accordance with subsection 2 of §6-2. When such unforeseen events have occur
- b) red as are mentioned in subsection 1 of §59 of the Working Environment Act. When a dispute involving some employees at an
- c) enterprise prevents other employees from being efficiently employed. When other valid reasons necessitate such action by
- d) the enterprise. When it is in accordance with the collective agreement or with customary practice at the enterprise.
- e) Other conditions being equal, lay-offs shall observe the seniority principle.
In deciding which employees to lay off, due regard shall be had to the special functions of the head of the shop steward committee in the enterprise.

§ 8-2 NOTICE OF LAY-OFFS

1. Unless shop stewards and the management agree on some other practical arrangement, such as a notice prominently placed in the enterprise, individual employees shall be given 14 days' written notice of lay-offs.

The period of notice begins at the end of the working day on which notice is given. In the case of lay-offs according to subsection 1 b) above, however, the period of notice shall be 2 days, and in the event of fire 14 days.

2. The periods of notice mentioned in subsection 1 of this section do not apply if the collective agreement or work regulations permit shorter notice.

Nor do the periods of notice apply to lay-offs in an enterprise due to disputes in other enterprises, or to disputes in the enterprise contrary to the collective agreement. In such cases, too, the enterprise is nevertheless obliged to give as much notice as possible.

Note:

The rules in the second paragraph of subsection 2 only apply when the dispute prevents the efficient employment of other employees in the same department or in other work within the enterprise.

3. Nor shall the periods of notice mentioned in subsection 1 apply in cases of so much unauthorised absence that the enterprise is prevented from giving employees financially justifiable employment in the same department or in other work in the enterprise.

§ 8-3 OBLIGATION TO CONSULT SHOP STEWARDS BEFORE GIVING NOTICE OF LAY-OFFS

Before notice is given of lay-offs, the shop stewards shall be consulted in accordance with Chapter IX. Minutes of the consultation shall be taken and signed by both parties.

If negotiations are subsequently demanded because of departure from the seniority principle, this shall not entail postponement of the lay-off.

The same applies if the enterprise, when taking workers on again, wishes to follow other rules than it followed when implementing the lay-off.

When in accordance with the rules in §8-2 workers are to be given notice before a lay-off is implemented, the period of notice shall not begin until after such consultations have been held.

§ 8-4 CONTENTS OF NOTICE OF LAY-OFF

The notice shall indicate the probable duration of the lay-off. If this is not possible, a date shall be appointed on which the need to prolong the lay-off shall be discussed with the shop stewards. That date shall be within 1 month at the latest.

During lay-offs lasting longer than 2 months, the situation shall be discussed with the shop stewards every month unless the parties agree otherwise.

Note:

The main organizations call attention to the fact that the lay-off mechanism rests on the assumption that lay-offs will not be of long duration.

The main organizations accordingly emphasise the need for continuous assessment by enterprises and shop stewards of whether conditions warrant prolonged lay-offs or whether notices of dismissal must be issued.

§ 8-5 CONDITIONAL NOTICE

Notice in connection with an industrial dispute at an enterprise (§8-1 c) shall as far as possible indicate which employees will in the event be affected by the lay-off, and each employee who is to be laid off shall be informed definitely as far in advance as possible.

§ 8-6 EFFECTS OF FAILURE TO OBSERVE PERIODS OF NOTICE

If an enterprise lays employees off without giving the notice stipulated in §8-2, employees shall receive their regular pay until the expiry of the period of notice. In the event of lay-offs pursuant to §8-1 b), regular time rates shall be paid.

§ 8-7 DOCUMENTATION OF LAY-OFF

Employees who are laid off shall on request receive documentation to that effect from their employer. The document shall state the reason for the lay-off and its probable duration.

§ 8-8 NOTICE OF DISMISSAL DURING LAY-OFFS

Employees laid off in accordance with these provisions remain attached to the enterprise and have the right and duty to resume work there provided their employment has not been formally terminated in accordance with the rules that otherwise apply.

If the enterprise terminates the contract during the lay-off period, the employee is bound to work for the enterprise during that period unless a new work agreement has been entered into which prevents this. If the duty to work ceases to apply for that reason, wages shall not be paid for the period of notice.

Employees who have been laid off for over 3 months and until further notice, and who resign to take other work, can leave their jobs without notice.

Employees whose contracts have not been terminated during the lay-off period, and who are not taken on again after the lay-off period, shall be paid their wages by the enterprise for the period of notice in force.

§ 8-9 SPECIAL PROVISIONS

1. Unless otherwise established by collective agreement or fixed practice, the rules in Chapter VIII apply to typically seasonal industries. In these cases, too, §8-8 applies correspondingly.
2. When an employee has been laid off in accordance with the rules in Chapter VIII, sickness insurance obligations continue for both the employer and the employee as long as the obligation exists according to the rules in the National Insurance Act. The obligation applies only as long as the employee is not in other work.
3. The rules in Chapter VIII do not prevent employers or employees from terminating contracts of employment according to the rules which otherwise apply.
4. The rules in §8-8 have not regulated any liability for compensation on the part of an employer in connection with a layoff.
5. The provisions in subsection 2 do not entail any change in the customary right of enterprises to lay employees off on account of bad weather.

CHAPTER IX INFORMATION. COOPERATION AND CODETERMINATION

§ 9-1 OBJECTIVES

LO and NHO agree on the need for good and trusting relationships between enterprises and employees. For individual employees and the workforce as a whole a strong feeling of unity between enterprise and employees is of the greatest importance. It is also a necessary basis for efficient production.

Through cooperation and codetermination, employees will contribute their experience and insight to the creation of the financial conditions necessary for the continued development of the enterprise and for secure and satisfying working conditions, for the benefit of both the enterprise and its employees.

This means providing circumstances in which individual employees, through their representatives or otherwise, are able to exercise a genuine influence on the general efforts of the enterprise among other things to improve efficiency, lower production costs, increase its competitiveness, exploit new technology, and facilitate necessary restructuring.

The statements of aims in this section include binding provisions with regard to cooperation as well as guidelines for the parties at individual enterprises on how to organize cooperation. The development in an enterprise of modes of cooperation and an improved working environment presupposes extensive decentralisation and delegation of decision-making authority within the organization. When this is being realised in practice, it is important to find modes of cooperation and codetermination appropriate to the nature, size, etc. of the enterprise. This presupposes that those participating in decision-making at the

various levels of the enterprise feel responsibility not only towards the owners or their fellow-workers, but also towards the enterprise as a whole.

In efforts to give workers in various departments or working groups greater scope to take decisions in their daily work themselves, one important step is to further their understanding of and insight into the financial position of the enterprise.

Real influence on the part of the employees concerned should be secured by establishing working, project and steering groups in an enterprise but outside its regular organizational structure. The shop stewards should express their opinion on the composition and powers of the group.

The presentation of R & D results, opportunities for adult education and refresher courses, and good information and communication will improve the opportunities of each individual to participate in decision-making processes and lay the foundations for meaningful job situations.

The main organizations therefore assume that all employees in an enterprise regard it as an important task to propose measures in the various sectors of the enterprise aimed at providing the right circumstances for such a development.

Experience shows that it is little use merely altering jobs or posts or trying to change organization and management methods unless the management and the rest of the organization actively support and participate in the changes. Representatives of the various parts of the organization must therefore be engaged in such development.

The parties emphasize that the management of an enterprise and its employees and their representatives are jointly responsible for initiating such development and actively supporting and contributing to it.

For their part, the main organizations, jointly and separately, will adopt various measures in support of such efforts.

It is of the greatest importance to individual enterprises that the parties by discussion arrive at the most practical forms of codetermination and joint influence in accordance with the intentions of this chapter and its provisions.

The main organizations recommend individual enterprises to attempt to adopt separate agreements relating to the above.

§ 9-2 RESPONSIBILITIES OF THE ORGANIZATIONS. GUIDANCE AND CONTROLS

If one of the parties to discussions of how the above is to be arranged in practice finds the assistance of the organizations desirable, the latter shall be approached either jointly or by either party. The organizations undertake to respond to such a request by contributing to the local discussions guidance and advice based on the set of agreements in question. The organizations are obliged to help to ensure that the arrangements established and practised by individual enterprises rest on the fundamental ideas and intentions of the Basic Agreement.

Such an approach to the organizations can be made on the basis of the provisions in this section, in Part B of the Basic Agreement, and in separate agreements mentioned in Part C.

§ 9-3 DISCUSSION OF THE POSITION OF THE ENTERPRISE

1. The management of an enterprise shall at the earliest opportunity discuss with the shop stewards (the working committee):
 - a. questions relating to the financial position of the enterprise, its production and development,
 - b. restructuring of importance to the employees and their working conditions, including major changes in production plans and methods,
 - c. employment matters, including plans for expansion or contraction,
 - d. merger, company split, sale of all or part of the business, closing or legal reorganization.

In such cases the shop stewards shall be informed of the cause of the transactions, and of the legal, financial and labour consequences which the transaction would presumably have for the employees.

The management shall arrange for a meeting of the shop stewards and the new owners where questions related to the transfer are discussed, including the question whether the collective agreement should continue to apply.

If the enterprise is considering closing its business, the possibility of continued operation, including any desire of the employees to take over the business, shall be discussed with the shop stewards.

Entered in the minutes:

The parties emphasize the importance of organizing the renting of work, the farming out of work and contractlike arrangements within the framework of existing laws and agreements.

It is recommended that the need for practical regulations be met by means of the individual agreements.

2. The management shall further discuss with the shop stewards (working committees) general wage conditions and working conditions at the enterprise, including circumstances immediately related to their workplace and day-to-day operations. Such discussions shall be held at least once a month unless the parties agree otherwise, and whenever the shop stewards so request.
3. The management shall keep the employees regularly informed of circumstances immediately related to their workplace and day-to-day operations.
4. Before the enterprise adopts its decisions in matters which concern the employment and working conditions of the employees, the shop stewards shall be invited to present their views. If the management finds it impossible to take the view of the shop stewards into account, it shall state its reasons. Minutes shall be kept of the conferences and signed by both parties.

If an enterprise desires to make such changes in existing working conditions and LO and the unions claim that this would be contrary to agreement, LO may take up with NHO the question of postponing the implementation until a meeting has taken place between the main organizations. Any such meeting shall take place within one week from written demand therefor.
5. The accounts of the enterprise shall be submitted to the shop stewards on request.

The annual financial statement shall be submitted to the shop stewards immediately on being adopted.

The shop stewards shall moreover be allowed to study matters which concern the enterprise's financial situation to the extent that the shop stewards need such information in order to safeguard the interests of the members, see item 1. a-d.

On the introduction of wage systems in enterprises which require insight into financial matters that are of importance to the system, the shop stewards shall have access to the information which permits this.

6. The shop stewards may take up with the management of the enterprise the question of engaging an external adviser and whether the enterprise should pay all or part of the expenses thereof.

If the shop stewards employ an adviser for examining the accounts, annual financial statement, etc., the adviser shall have access to necessary records and information so as to be able to perform his assignment.

7. If the enterprise has independent departments with their own management, which is authorized to make decisions in matters concerning the department, §9-3 above will similarly apply at the department level.

§9-4 FILES ON PERSONNEL AND INTERNAL CONTROLS

1. Files on personnel.

The parties at each enterprise shall discuss what personal information the enterprise can file, how the information shall be stored, and how it can be used.

The rules to be practised must comply with statutory provisions, the instructions of the enterprise governing personal data, and the General agreement on technological development and computer-based systems.

The enterprise's files on personnel are confidential.

2. Internal controls.

At each enterprise, the need for, the kind of, and the introduction of internal controls shall be discussed by the parties.

If situations arise in which the direct and continuous television surveillance of individual employees at their workplaces may be necessary, needs and purposes must be made clear. Such surveillance should be avoided as far as possible, and the degree of objectivity demanded in the Act relating to Personnel Registers etc. must be maintained.

The systematic storage of such television recordings by means of video equipment or the like is limited by the rules in the Act relating to Personnel Registers etc. and Regulations issued pursuant to it.

Questions relating to this section shall be dealt with in accordance with the provisions in the Agreement between NHO and LO concerning controls in enterprises.

§9-5 ADVANCE INFORMATION ON GENERAL MEETINGS AND NOTICES

Shop stewards shall be informed as early as possible of circumstances which the enterprise wishes to make known to the entire workforce at a general meeting or by posting notices.

§9-6 INFORMATION IN CONNECTION WITH NEW ENGAGEMENTS

The management of an enterprise shall inform the working committee and shop stewards in departments where newly engaged workers are to be employed of new engagements and tell the new workers who the shop stewards are. The management shall also at the earliest opportunity introduce new employees to the chairman of the committee of shop stewards and to the representative of the group concerned.

At large places of work, the management shall at suitable intervals call new employees to introductory meetings at which the management and shop stewards present information concerning the enterprise and labour market organizations. Such meetings should not be held too long after new engagements. At smaller places of work, too, management and shop stewards shall collaborate in giving new employees such information.

§9-7 CHANGES OF OWNERSHIP OF LIMITED COMPANIES

In the event of changes of ownership of limited companies, the management shall as soon as it has certain knowledge of the acquisition inform the shop stewards of the change, provided the buyer:

- acquires over 1/10 of the company's total share capital or of the company's voting shares,

or

- owns over 1/3 of the company's total share capital or of the company's voting shares.

The management shall help to ensure that the new owners inform the workforce at the enterprise of the objectives of their purchase as soon as possible.

Entered in the minutes:

The parties wish to emphasise the importance of applying the provisions in this section concerning information and cooperation in connection with the changes mentioned in the ownership of limited companies.

§9-8 EFFECTS OF NOT PROVIDING OBLIGATORY INFORMATION

If an enterprise has not fulfilled its obligations to provide information in accordance with §9-3, employees who are given notice shall be guaranteed 2 months' wages (normal earnings) from and including the day on which the shop stewards were informed of the notices even if their employment was terminated at an earlier date. If employees who are given notice are entitled to more than 1 month's notice, they shall similarly be guaranteed 3 months' wages (normal earnings).

§9-9 SENIORITY IN THE EVENT OF DISMISSALS BECAUSE OF CUT-BACKS

If notice of dismissal is given because of cut-backs or restructuring, the seniority principle shall apply, other things being equal.

If in connection with cut-backs in the workforce and enterprise finds reason to depart from seniority, and this in the opinion of the shop stewards lacks justification, the issue can be submitted to the organizations for negotiation. If the

shop stewards notify the enterprise within 3 days of their conference that they request such negotiations, the notices of dismissal in question shall not be effected until after negotiations between the organizations have taken place.

§ 9-10 DISCUSSIONS WITHIN A CONCERN

If plans for expansion, cut-backs, or restructuring can have significant impact on employment in several enterprises within the same concern, the concern management shall at the earliest opportunity discuss these questions with a coordinating committee of shop stewards according to Chapter XIV, a) – c) for workers covered by Part A, regardless of whether or not the enterprises are covered by a joint agreement. The concern management can summon management representatives of the enterprises concerned.

Such discussions shall also take place of matters relating to the financial position of the concern and developments in its production.

Shop stewards shall be given the opportunity to present their views before the concern management takes its decisions. If the concern management finds it impossible to take the views of the shop stewards into account, it shall state its reasons.

Minutes shall be kept of the conference and signed by both parties.

Entered in the minutes:

The parties refer to the long tradition that has developed in Norway regarding co-operation etc. between management, employees and their shop stewards in enterprises and company groups.

The parties desire the development in this area in the EC and through the increase in internationalization to be followed up also in the Basic Agreement.

Accordingly, the parties agree that the committee which has been appointed concerning Chapter III continuously keep up with developments and ensure that our tradition in this area be continued.

§ 9-11 CONTACT MEETINGS AT ENTERPRISES OWNED BY COMPANIES

In enterprises owned by companies (limited companies, cooperative societies, etc.), contact meetings shall unless the parties at the enterprise agree otherwise be held between the management of the enterprise and the shop stewards at the request of either.

The purpose of the meetings is to promote cooperation and mutual confidence by discussions of questions of interest to the enterprise and its employees.

The general manager of the enterprise or his or her deputy takes part in the contact meetings, He or she arranges the meetings and calls the parties to them. The meetings shall not impinge on normal procedure for dealing with disputes, cf. §2-3 of the Basic Agreement. Summaries of the meetings shall be signed by both parties.

Note:

The parties are aware that it may not always be practical for all Board members and all shop stewards to attend contact meetings, but each side should be sufficiently represented to ensure that the purpose of the arrangement is achieved.

CHAPTER X

PROVISIONS RELATING TO TERMS AND CONDITIONS OF EMPLOYMENT

§ 10-1 THE RIGHT TO REFUSE TO WORK WITH PERSONS WHO SHOW IMPROPER CONDUCT

Employees are not required to work with or under the management of persons who have shown such improper conduct that according to the norms of working life or social life generally it ought to justify their dismissal. If such situations arise, discussions between employers and shop stewards should be held at once. Failing agreement at such discussions, there shall be no stoppages or other forms of industrial action, but further proceedings in the dispute shall be left to the organizations in accordance with the rules in §2-3.

§ 10-2 DISCUSSIONS PRIOR TO NOTICE OR DISCHARGE

Before an employer decides to give notice to or discharge an employee, the matter shall if at all practically possible be discussed with the employee, and with his or her shop steward unless the employee objects. Any notice in connection with cutbacks etc. shall under any circumstance be discussed with the shop stewards, see §9-3 above.

§ 10-3 COOPERATION ON MEASURES FOR THE VOCATIONALLY HANDICAPPED

When measures are being adopted pursuant to subsection 2 of §13 of the Working Environment Act, the employer shall cooperate with the vocationally handicapped employee and, if the latter consents, with the shop stewards in the department concerned and, if there is one, with the rehabilitation committee at the enterprise.

§ 10-4 PRIORITY IN ENGAGEMENTS TO NEW JOBS

If employees are taken on during the first year following cutbacks, employees who were then dismissed shall have prior claims to engagement unless there is just cause for departing from this. Previously attained seniority shall be retained. Shop stewards shall be consulted in advance.

§ 10-5 LEAVE TO TAKE UP PUBLIC APPOINTMENTS

If it can be arranged without serious detriment to the enterprise, the employees shall be given leave of absence to take up public (government and municipal) appointments. This does not apply if the duties can be performed outside working hours.

§ 10-6 LEAVE OF ABSENCE FOR EMPLOYEES

Employees holding 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 be given leave according to the rules which apply to shop stewards, cf. subsection 1 of §6-6.

In enterprises where conditions permit, employees elected to or employed in paid positions of trust in the trade union organization are entitled to unpaid leave for two election periods. Questions of further leave shall be decided in each case by the enterprise.

§ 10-7 FINAL CERTIFICATES

When an employee leaves an enterprise with lawful notice, whether voluntarily or following notice of dismissal for whatever reason, a certificate shall be issued to that person stating the duration of the period of employment.

The certificate shall only contain:

- a) Name and date of birth.
- b) Date of entering employment.
- c) Date of terminating employment (no reason shall be given).
- d) Trade or occupation.
- e) Wages upon leaving employment.
- f) Dates of last holiday.
- g) Information as to whether application has been made for severance pay for the employee.

At the employee's request, the certificate shall also describe the nature of his or her work for the enterprise.

Employees who are discharged are also entitled to final certificates, but in that case the employer can without specifying the reason state on the certificate that the employee was discharged. At the employee's request, the employer shall in that case first consult the workers' shop steward.

§ 10-8 CHANGED WORKING HOURS AS A RESULT OF GENERAL REDUCTIONS IN ELECTRICITY SUPPLIES

Unless otherwise agreed, for instance in accordance with the provisions in subsection 2 of §6-2, the following shall apply to changed working hours resulting from general reductions in electricity supplies:

1. When working hours at an enterprise are changed on such grounds, no extra pay shall be given for work between 0600 and 1800 hours. For changed hours of work outside that period, a 20% addition to normal wages shall be paid.
2. Enterprises are obliged to change working hours to other times of day if by doing so they are enabled to maintain operations for at least 30 hours per week on the average, including at least 4 hours a day. This obligation on the part of the enterprise can be abrogated with 1 week's written notice.

Note:

These rules have no direct application to shift work. Where changed hours of shift work are concerned, individual enterprises and their employees should seek to enter into agreements. It is nevertheless the assumption of the main organizations that the guidelines in subsections 1 and 2 will be made applicable also to shift work.

§ 10-9 1 AND 17 MAY

Unless otherwise established in a collective agreement, the statutory provisions and regulations governing 1 and 17 May shall apply as provisions of the collective agreement for those whom they cover.

Disputes concerning the provisions shall be dealt with in accordance with the rules in §2-3.

§ 10-10 MAKING UP WORKING DAYS

When shop stewards on special occasions on behalf of the employees enter into agreements with employers to make up a working day by extending working hours on other days, the rules governing overtime pay shall apply unless these parties agree otherwise.

CHAPTER XI

FORTNIGHTLY WAGES, WAGES PAID THROUGH BANKS, AND DEDUCTION OF UNION DUES

§ 11-1 INTRODUCTION

The main organizations agree that considerations of efficiency often indicate local arrangements for paying fortnightly wages, paying wages through banks, and deducting trade union dues. In this connection, the provisions below shall apply:

§ 11-2 FORTNIGHTLY WAGES

1. If the enterprise so wishes, employees earning hourly, daily or weekly wages or piecework rates shall be paid fortnightly.
To ease the transition to fortnightly pay, temporary arrangements can be agreed on for a transitional period, whereby employees are paid advances on account in weeks when there is no pay day.
2. The main organizations agree that when fortnightly wages are being paid, there will be a need for practical reasons and on grounds of efficiency to arrange for a certain extension of the period which elapses between the end of a wage period and the payment of wages. The main organizations therefore recommend parties to collective agreements or parties at individual enterprises to arrive at practical arrangements which meet this need.

§ 11-3 WAGES PAID THROUGH BANKS

If the enterprise so desires, wages can be paid through banks. If so, the following shall apply:

- a) The employer makes the statutory deductions, such as taxes, insurance contributions, etc., and deductions about which employees and the employer have entered into written agreements.
- b) On pay days, employees receive slips from the employer showing how wages were calculated, the gross amount, deductions, and the net amount transferred to the employer's bank.
- c) The employer's bank makes collective deductions or other deductions according to the employer's or the individual employee's specifications.
Net wages minus the deductions made by the bank are credited to the employee's account so as to be at his or her disposal on pay day.
If the employee wishes to have his or her account set up in another bank

than the employer's bank, this is effected by notification to the bank from the enterprise or the employee that such a transfer shall be made.

- d) Further details concerning the payment of wages through a bank shall be defined in a special agreement between the individual employee and his or her bank.

Entered in the minutes:

Both parties assume that an arrangement will be arrived at whereby the normal disposal of wage accounts and reasonable use of cheques (number and amount) will remain free of charge. If changes are implemented which are contrary to this assumption, either party may demand negotiations concerning which rules shall apply. If agreement is not reached, the provisions in §§11-3 and 11-4 can be rescinded with 3 months' notice.

§ 11-4 DEDUCTION OF TRADE UNION DUES

For organized employees enterprises shall either themselves or through a bank deduct trade union dues if shop stewards or – where no shop stewards have been elected – their union so demand.

Shop stewards or their organization shall supply the enterprise with a list of the organized employees to whom the deductions shall apply. The shop stewards and their organization are responsible for keeping the list up to date and correct at all times.

As a general rule, the amounts deducted are transferred for each pay period. Where this is impractical, the enterprise can agree to make other arrangements.

Where union dues are calculated on a percentage basis, it is assumed that the direct parties to the collective agreement will establish guidelines for putting the deductions into practice. The calculation shall be based on the organized employee's gross earnings (see note). The enterprise prepares lists of deducted union dues for such period as the direct parties to the collective agreement may determine.

The lists of deductions shall contain:

- the employee's national identity number and name,
- the amount deducted, and
- information.

Under the heading "information" the following should be included:

- joined in which period
- left in which period
- leaving for or returning from national service
- leaving on or returning from unpaid leave
- any other items of information agreed on by the direct parties to the collective agreement.

It is assumed that if the enterprise deducts union dues for employees who are organized in more than one union, the lists of deductions reported will have been coordinated.

The guidelines must be interpreted so as to leave scope for modification by enterprises which are prevented for technical reasons from observing them to the letter. If agreement on the guidelines is not reached, the matter shall be submitted to the main organizations for decision.

Note:

By gross earnings is meant the sum of the amounts to be declared in rubrics 1.1 and 1.2 of the annual statement of earnings and deductions in respect of each employee. Extraordinary remuneration to members of the board or corporate assembly and gratuities are not included.

PART B COOPERATION AGREEMENT

INTRODUCTION

The objectives expressed in the introduction to Chapter IX also apply to cooperation in accordance with this agreement.

An important objective is to ensure that good cooperation in the enterprise is developed and maintained. Conditions and possibilities vary from enterprise to enterprise. It is the conditions in the individual enterprise that must determine how cooperation should best be organized. The main organizations agree, however, that a certain formalization of cooperation is desirable and necessary in all enterprises.

In order further to ensure cooperation and development in accordance with these intentions, the main organizations have entered into the supplementary agreements included in Part C.

CHAPTER XII WORKS COUNCILS – JOINT WORKS AND WORKING ENVIRONMENT COUNCILS

§ 12-1 ESTABLISHMENT

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

Works councils shall also be established in enterprises with less than 100 employees at the request of one of the parties and with the agreement of the party's main organization.

When the local parties to the Basic Agreement agree to do so, the individual enterprise may establish a joint works and working environment council. In that case, the rules in §§12-11, 12-12 and 12-13 shall apply unless the parties agree otherwise. Those representatives on the works and working environment council who are to participate in decision-making according to §24 of the Working Environment Act shall be elected according to the rules in §5 of the Regulations on safety delegates and working environment committees. When votes are taken on resolutions which according to §24 of the Working Environment Act fall within the province of 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 on the joint works and working environment council have the right to speak and make proposals when subjects as mentioned above are discussed. Otherwise the rules for works councils apply as appropriate.

§ 12-2 COMPOSITION

In enterprises with 100 to 400 employees, the management can appoint up to 5 representatives. The employees shall have 5 representatives. Of these, the workers elect 3, among them *ex officio* the current chairman of the committee of shop stewards according to Part A. The supervisors can elect 1 representative and the technical and mercantile staff 1 representative.

In enterprises with over 400 employees, the management can appoint up to 7 representatives. The employees shall have 7 representatives. Of these, the workers elect 4, among them *ex officio* the current chairman and vice chairman of the committee of shop stewards, or in place of the latter another member of the committee.

The supervisors can elect 1 representative, the technical staff 1, and the mercantile staff 1.

If works councils are established in enterprises with less than 100 employees, the council shall consist of up to 3 representatives of the senior management and 2 of the workers, one of them being the chairman of the committee of shop stewards. In addition, the supervisors and the technical and mercantile staff can between them elect 1 representative.

If there is only one management representative on the council, he may use an employee as his personal secretary. The secretary may attend meetings of the council, but without any members' rights.

Entered in the minutes:

In enterprises with less than 100 employees where works councils have not been established, the tasks dealt with in the provisions in this agreement concerning works councils, department councils and cooperation committees shall be performed jointly by the management and the shop stewards. Questions concerning cooperation in such enterprises can also be taken up with the main organizations.

Nobody can be elected a representative of any group but his own.

In each group, the same number of deputies as representatives are elected. The individual group decides whether these are to be personal deputies.

The representatives appointed by the enterprise shall be persons with real influence and who are thoroughly acquainted with all aspects of the enterprise. The management can accordingly not appoint a subordinate executive as its representative.

It is assumed that in the election of representatives and deputies every effort will be made to have the various fields of knowledge and experience in the enterprise represented.

§ 12-3 ELECTIONS AND THE RIGHT TO VOTE

The management appoints its own representatives.

Elections of the employees' representatives shall be by secret written ballot in the individual groups under the direction of the group's shop stewards.

If those entitled to vote in one group belong to several organizations, the shop stewards concerned shall confer on the calling and the conduct of the meeting. If they fail to agree, the matter shall be reported to NHO and LO, which shall jointly decide how the election is to be arranged.

Elections shall be arranged so that all those who are entitled to vote can take part.

All those employed by an enterprise are entitled to vote in elections of representatives on its works council. Employees who are members of its senior management are, however, not entitled to vote.

§ 12-4 TERMS OF OFFICE

The elections shall be held before the end of February. Members of the council begin to serve immediately. The term of office for those members 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 can take place.

§ 12-5 MEMBERS OF THE COUNCIL

Members of the works council should be over 20 years of age and elected among the most competent employees in the enterprise, and if possible among those who have worked there the last 2 years.

If a member of the works council transfers to a post in another group than the one from which he was elected, or if the member terminates his employment at the enterprise, he shall cease to function as a member of the council and his deputy shall take his place.

The provisions in §§6-10 and 6-11 in Part A apply correspondingly to the elected members of the works council.

§ 12-6 CHAIRMANSHIP OF THE COUNCIL

The work of the council shall be directed by a chairman and a secretary elected from 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 for the chairman and the secretary are elected from the same groups as the chairman and the secretary.

§ 12-7 MEETINGS OF THE COUNCIL

The works council meets at least once a month unless the parties agree otherwise. The agenda for the meeting is prepared jointly by the chairman and the secretary and distributed to the members at least 3 days before the meeting. As far as possible, copies of the documents to be dealt with should be annexed to the agenda.

Proposals concerning matters which council members wish to have discussed must be submitted to the secretary early enough for inclusion on the agenda.

If the representatives of one of the groups represented on the council agree to request one, an extraordinary meeting can be called with 3 days' notice.

§ 12-8 FIELDS 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 maximum well-being of all who work at the enterprise. In enterprises with joint works and working environment councils, the council shall in addition to the statutory duties of working environment committees also deal with the fields of activity described below, which would otherwise be the responsibility of the works council. If the separate bodies are retained, a practical division of responsibilities between them must be arrived at. The fields of activity are:

Informative and confidential reports from the management on the financial status of the enterprise and of its standing in the industry, as well on other matters of importance to conditions of production and sales.

In this connection, financial information shall be distributed in writing to the same extent as it normally is to shareholders through the financial statement submitted at a company's annual general meeting. At the request of members of the council, opportunities shall be provided for reverting to the accounts at a subsequent meeting of the council.

Questions which are of real importance to employees and their working conditions, and which relate to the activities of the enterprise, substantial investments, changes in systems and methods of production, quality, product development, plans for expansion or reductions or restructuring, shall be submitted to the council for its opinion before a decision is taken.

The council shall hear and discuss reports on the activities of the enterprise and on any plans for operations in the immediate future.

Such discussions shall take place at the earliest opportunity, so that the council's opinions can be delivered soon enough to influence the final decision.

If matters as mentioned in this section are to be dealt with by the board or corporate assembly of the enterprise, the statement of the council shall be included with the relevant documents unless lack of time has made it impossible to obtain such a statement.

The council shall work for sound and proper rationalization. By means of information, it shall promote understanding of the great importance of rationalization to society and to the enterprise.

The council has the authority and responsibility to establish such general guidelines as its members may agree on for vocational training for the employees of the enterprise. The same applies to guidance for new employees. Moreover the council may serve as a forum for the employees' active participation in general training questions.

Within set budgetary limits, the management can give the council authority and responsibility for implementing safety measures. This does not limit the decision-making authority of the working environment committee according to the Working Environment Act.

Within set budgetary limits, the management can give the council authority and responsibility for implementing social welfare measures.

The management shall deal as soon as possible with matters on which the council has given an opinion, and shall inform the council of its decision at the next meeting of the council.

When matters mentioned in paragraphs 2 to 9 of this section are under

discussion, information given by the enterprise shall be kept absolutely secret to the extent enjoined by the management.

The works council itself should concentrate on work and measures of a general nature relating to the enterprise as a whole or to large sections of it. Otherwise the council should as far as possible delegate authority and responsibility to the department councils in matters which can be decided at department level.

§ 12-9 MINUTES AND REPORTS

Minutes are kept of the council's discussions. When votes are taken, both majority and minority standpoints shall be recorded.

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

For the purposes of the council to be achieved, it must keep as many employees as possible informed of its results in ways which will promote increased interest in the work of the council.

The main organizations can obtain reports on the work of the councils. Forms for the purpose are sent to the management, which is obliged to ensure that the council prepares reports and sends them to the main organizations.

§ 12-10 QUESTIONS CONCERNING WAGES AND WORKING HOURS

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

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

§ 12-11 COMPOSITION OF THE WORKS AND WORKING ENVIRONMENT COUNCIL, ELECTIONS AND TERMS 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 §§12-2, 12-3, 12-4 and 12-5 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 are held in accordance with the Working Environment Act.

§ 12-12 CHAIRMANSHIP OF THE WORKS AND WORKING ENVIRONMENT COUNCIL AND THE CONDUCT OF ITS AFFAIRS

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 the 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 chairman's vote is decisive.

The council shall have a secretary who is elected from among the members of the council for 1 year at a time. When a representative of the management is chairman, the employees' representatives shall elect the secretary, and vice versa.

§ 12-13 MEETINGS OF THE WORKS AND WORKING ENVIRONMENT COUNCIL

The council meets at least once a month unless otherwise agreed. 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. Meetings to deal with other questions than those relating to the environment may be requested by two members of the council and called with 3 days' notice.

The agenda is prepared jointly by the chairman and the secretary. The agenda shall be distributed 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.

Proposals for matters which members wish to have discussed must be submitted to the secretary early enough for inclusion on the agenda.

CHAPTER XIII DEPARTMENT COUNCILS

§ 13-1 ESTABLISHMENT

In enterprises with over 200 employees and with independent departments with their own management with authority to take decisions on questions concerning the department, department councils should be established.

Department councils should also be established in smaller enterprises 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 can also be established in departments which are not of the kind mentioned in the two preceding paragraphs.

§ 13-2 COMPOSITION, ELECTIONS AND THE RIGHT TO VOTE, ETC.

The parties at individual enterprises can make agreements on the composition of department councils, elections and the right to vote, terms of office, and chairmanship and the conduct of department council affairs; however, one member appointed by the management of the department, the department's senior shop steward, and one member named by the department's supervisors shall be ex officio members of the council.

Other department representatives should also be called to meetings according to the matters to be discussed.

§ 13-3 FIELD OF ACTIVITY OF DEPARTMENT COUNCILS

Department councils can on their own initiative deal with questions as mentioned in §12-8, in so far as the problems only concern the council's own department. In particular, they should deal with questions of rationalization and

questions relating to the daily operation of the department and plans for its future development. A department council shall also deal with matters submitted to it by the management or the works council. §12-10 applies correspondingly.

Matters should as far as possible be dealt with on the basis of written material and any production plans and budgets used by the department management.

Councils should be given the opportunity to put forward 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 take decisions in matters which only concern the council's own department and on which the members of the council are agreed.

The council shall also advise the senior management of the department and report directly to it.

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

When the department council has submitted a proposal on a matter, the management shall reply giving the reasons for the standpoint it adopts.

§ 13-4 MEETINGS OF DEPARTMENT COUNCILS

Meetings shall be held at least once a month unless the ex officio members agree otherwise. The rules in §12-7 on agendas and in the first and second paragraphs of §12-9 on minutes and reports apply correspondingly.

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

CHAPTER XIV CONCERN COMMITTEES

The parties agree that there is a need to discuss on a concern basis the matters mentioned in Chapter 9 and §12-8 of the Basic Agreement. Such cooperation shall be organized either by

- a) establishing coordinating shop steward committees in concerns with enterprises which use a joint collective agreement. The committee shall meet with representatives of the management of the concern and of the enterprise. It shall consist of the local chairmen of the committees of shop stewards; or
- b) establishing a committee where representatives of the workers' shop stewards and of the other groups mentioned in §12-2 of the Basic Agreement can meet representatives of the management of the concern and of the enterprise and discuss the questions mentioned in §12-8 and which are of common interest. Such meetings shall take place at least once a year; or
- c) finding other corresponding forms of cooperation.

The local parties shall with the assistance of the organizations seek to arrive at appropriate modes of such cooperation.

Any arrangements agreed on by the parties shall not affect normal procedure for dealing with disputes, cf. §2-3 of the Basic Agreement.

If the parties are unable to agree, the matter can be submitted to the main organizations for a final decision.

For time devoted to discussions according to items a) to c) above and according to the entry in the minutes below, shop stewards shall be paid as provided in §6-8. In cases of necessary travel in connection with such discussions, the concern shall pay a subsistence allowance based on agreed rates and actual travel expenses.

Note:

In this connection, "concern" shall be taken to mean:

an amalgamation of legally and/or administratively independent units (e.g. limited companies and/or divisions) which financially, and partly also administratively and commercially, form a unit.

Entered in the minutes:

A concern may be organized in such a way that important decisions are taken neither by the concern management nor by the management of the local enterprise, but by a body between them, for instance at division level. The purpose of the provisions governing concern committees is to ensure that employees through their representatives can discuss questions of importance to them with the management. If decisions of real importance to employees and their working conditions are taken by such a body as mentioned above, the parties assume that an arrangement will be arrived at which safeguards the purpose mentioned, for instance by having the chairmen of the committees of shop stewards at the enterprises concerned meet the management of the body to discuss the matter in question.

CHAPTER XV

INFORMATION MEETINGS AND WORKS CONFERENCES

Once a year, information meetings should be held for the employees of an enterprise or of separate departments, at which the management presents a general account of the position and prospects of the enterprise. Information meetings can be held more often if the works council so desires.

Subject to agreement between the chairman and the secretary of the works council, all members of the works council and department councils shall be called to a works conference. At these conferences, the management presents information on the status of the enterprise and the tasks ahead, and the further work of the various committees and councils is discussed.

CHAPTER XVI

THE PARTIES' RESPONSIBILITY FOR FOLLOWING UP THE CO-OPERATION AGREEMENT

The main organizations have common responsibility for information and guidance in the application of the co-operation agreement in the enterprises.

The common responsibility for following up the co-operation provisions shall be discharged by the board mentioned in Chapter XVII.

At the request of the parties in the individual enterprise, the organizations shall

assist with advice and guidance in establishing co-operating bodies and in the further development of the co-operating bodies as suitable means for co-operation in the enterprise.

Through information, training and exchange of information, the organizations shall jointly spread knowledge of the co-operation agreement and how it can help in the development of the enterprises.

CHAPTER XVII

JOINT ACTIVITIES OF THE ORGANIZATIONS CO-OPERATION AND DEVELOPMENT

Common measures in co-operation and development will be directed by a board. This comprises measures according to Part B, Supplementary Agreement I, and any others on which the parties agree.

The board consists of three representatives with deputies appointed by LO, three representatives with deputies appointed by NHO. The first deputy from each of the parties has the right to attend. In addition, there are two members with expert competence which the parties appoint jointly. The persons responsible for the secretariat will participate in the board meetings.

The board will once a year call the basic agreement negotiators to discuss the activities.

The board may appoint working groups to handle limited, common functions. The organizations will jointly appoint the necessary secretarial functions.

Common measures under these provisions will be financed by LO and NHO as to one-half each.

PART C

SUPPLEMENTARY AGREEMENTS

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

- I. Agreement on the development of the working organization of enterprises.
- II. General agreement on technological development and computer-based systems.
- III. Guidelines for the use of work study.
- IV. General agreement on systematic job evaluation.
- V. Agreement on control measures in enterprises.
- VI. General agreement on equality between women and men in working life.
- VII. Agreement for additional education and leaves of absence in that connection.
- VIII. Agreement for training in safety and in environmental work.
- IX. Common declaration on part-time work.

Oslo, 12 February 1990

CONFEDERATION OF NORWEGIAN
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Gunnar Jan Hansen
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SUPPLEMENTARY AGREEMENT I

**AGREEMENT ON THE DEVELOPMENT OF THE WORKING ORGANIZATION
OF ENTERPRISES**

OBJECTIVE AND OBLIGATION

In accordance with the objectives expressed in §9-1 of the Basic Agreement, LO and NHO and their affiliated organizations undertake actively to promote the development of the enterprises.

The objective of developing enterprises is to increase the value creation by means of broad participation of the employees of the enterprise.

Unions and national associations shall together draw up a plan of action for how the agreement shall be implemented within its areas.

The parties will provide expert guidance and support for the launching and implementation of development measures under this agreement. Any questions concerning matters relating to collective agreements shall be taken up with the organizations that are parties to the agreement.

GENERAL GUIDELINES FOR THE DEVELOPMENT EFFORTS IN THE
ENTERPRISE

- Questions of developing the enterprise organization, which gives each employee participation and influence, shall be central elements of the projects. So shall matters which give the employees participation and influence in the value creation process in the enterprise. Importance shall be attached to sexual equality.
- The development measures shall be anchored in the enterprise's strategy and business concept.
- The development work shall be organized so as to engage as many persons as possible of those involved in the planning and implementation of specific measures.
- Proposals for measures shall be prepared in close co-operation between the parties to the agreement in the enterprise, and discussed in committees under the agreement. The measures shall be implemented in practical co-operation between the management, the shop stewards and the employees.

FINANCIAL SUPPORT

To encourage the starting of development measures, the organizations will establish a financial support scheme.

Financial support will be granted primarily for efforts to develop the enterprise in co-operation among unions and national associations. Financial support may be granted also to individual enterprises and for regional measures wherever appropriate.

The board will formulate the guidelines for such support, but the measures for which support may be sought are in general as follows:

- conferences to chart problems, develop ideas, plans and measures or exchange information on current development measures (charting conferences and the like),
- project employees who can work full or part time as coordinator, driving force or supervisor for the development work (stipend system).

Subject to the limits of the industry's plan of action, support can be granted to industry programs, where measures such as industry conferences, company conferences, project employees at the industry level and company level are involved as elements.

CONTROL AND ORGANIZATION

The common measures under this agreement will be controlled and organized in accordance with the provisions of Chapter XVII of the basic Agreement.

SUPPLEMENTARY AGREEMENT II

GENERAL AGREEMENT ON TECHNOLOGICAL DEVELOPMENT AND COMPUTER-BASED SYSTEMS

I. GENERAL PROVISIONS

Confederation of Norwegian Business and Industry and the Norwegian Federation of Trade Unions 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 on and entails no limitation of the Basic Agreement, Part A Chapter IX and Part B, §12-8.

The parties agree that the provisions of the agreement must be given applications appropriate to the size of the enterprise, without thereby detracting from the intentions of the agreement.

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

The agreement comprises technology and systems used in planning and carrying out work, and systems for the storage and use of personal data. By personal data are meant all data that by means of a name or other identification code can be traced back to particular persons employed at individual enterprises.

It is further assumed that in addition to computer-based systems the agreement also applies to technological changes on a significant scale and in those cases where the changes are important to employees and their conditions of employment.

Disputes concerning the interpretation of this agreement shall be dealt with according to §2-3 of the Basic Agreement.

The exploitation of new technological opportunities in the form of equipment and systems can be decisive for the development and even for the existence of an enterprise. New solutions and systems can affect the workplaces and working conditions of employees. This being the case, it is important not to consider new technology only from a technical or financial but also from a social point of view.

The design, introduction and use of systems and new technology shall be based on such an overall view, for instance in consequence analyses. An overall view includes such considerations as organizational changes, employment, information routines, human contacts, and the like.

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

II. INFORMATION

Enterprises shall keep employees informed through their shop stewards of circumstances within the scope of this agreement, so that shop stewards can put their views forward as early as possible and before the decisions of enterprises are implemented, cf. subsection 3 of §12 of the Working Environment Act. If information is given at meetings, the main organizations recommend that minutes be kept and signed by both parties.

Part of this information shall concern any long-term plans and preliminary projects the enterprise may have. In other respects, see subsection 1 of §9-3 of the Basic Agreement.

This also applies to information concerning research projects within the scope of this agreement. Such information shall be mutual. The information shall be clearly presented, and in language which people without special knowledge of the field can understand.

Management and shop stewards shall moreover separately and jointly attach importance to providing employees with sufficient information to give them insight into and an understanding of the main features of the systems they themselves use or are affected by, and to enable them to understand the importance of the use of such systems to the enterprise and to the employees and their job situations.

Enterprises planning for and beginning to use computer systems shall clearly define their areas of use. Other uses of systems shall only be made after discussions with shop stewards.

III. PARTICIPATION

When the parties agree to engage in projects, real influence should be ensured not only for workers' elected representatives, but also for representatives of the employees directly concerned. The main organizations recommend that as far as possible all employees whom the projects directly concern should be engaged in work on them.

This is desirable not only so as to take advantage of the knowledge available at all levels of the organization, but also to ensure influence on the part of employees through their representatives on the design, introduction and use of systems. It is assumed that sufficient time will be allowed for this work, and that both lost earnings and necessary expenditure on information in accordance with "III Participation" will be compensated.

In consultation with the management, the enterprise shall to a reasonable extent make its own expertise available to workers' representatives.

By agreement with the management and through their main organization, it shall be possible for workers' representatives to consult outside expertise in the field.

Unless otherwise agreed in advance, the cost of obtaining such expert assistance shall be met by the enterprise.

Before an enterprise finally decides which system and/or technology to choose within the sector covered by the agreement, the parties at the enterprise should discuss how employees can participate in developing and/or choosing such technology.

In the course of this work, the parties shall also discuss how employees can participate in planning working and management routines and working conditions.

Training and retraining needs shall be clearly defined.

Special emphasis shall be given to developing the professional job content of each employee.

IV. WORKERS REPRESENTATIVES

If the employees of individual enterprises so desire, they can elect a special representative (EDP representative) to safeguard their interests and cooperate with the enterprise within the sector covered by the agreement. The EDP representative can also be appointed from among existing shop stewards, cf. §§5-2 to 5-8 of the Basic Agreement.

If it is natural in view of the size of the enterprise and the extent to which new technology is being used, more than one special workers' representative can be appointed by agreement with the enterprise. It is recommended that they form a working party, and that the necessary time is placed at their disposal.

Giving workers' representatives the opportunity to acquaint themselves with general issues relating to the influence of new technology on conditions affecting employees is a prerequisite.

Representatives shall have access to all documentation on equipment and programs within the scope of the agreement. In connection with their engagement within the scope of the agreement, the representatives shall on the basis of their special competence be at the disposal of employees and other workers' representatives.

Workers' representatives and employees participating in specific projects shall have access to all necessary documentation within the project area.

V. TRAINING

The main organizations emphasise the importance of making active use of systematic training in connection with the exploitation of new technology. Parties at individual enterprises are recommended to discuss training needs at an early planning stage.

Enterprises shall ensure that workers' representatives receive the necessary training to enable them to perform their duties satisfactorily.

In consultation with the workers' representatives, enterprises shall also assess the training needs of other employees who become engaged in specific projects within the scope of the agreement.

Examples of such training are courses in system work and project administration of a sufficiently high standard to equip them with the competence they need to be able to take an active part in system design, cf. §12,3 of the Working Environment Act.

The nature and scale of the training provided shall be assessed according to

the needs of individual enterprises. The assessment shall comprise general training of an informative kind aimed at meeting the need to improve the general level of knowledge in the enterprise, necessary training in project and system work for those participating actively in projects, and training in the operation and use of systems and equipment. Enterprises may provide the training internally or avail themselves of external training courses or use a combination of both, depending on circumstances at individual enterprises.

VI. STORAGE AND USE OF PERSONAL DATA

Where systems for the storage and use of personal data are concerned, reference is made to the Act relating to Personal Data Registers, etc. and the Regulations issued pursuant to it.

Personal data shall not be compiled, stored, processed or used unless regard for the activity of the enterprise gives good grounds for doing so. Each enterprise shall establish which kinds of personal data shall be compiled, stored, processed and used by means of EDP equipment.

Instructions governing the storage and use of personal data shall be prepared at each enterprise in collaboration with the workers' representatives.

If agreement is not reached, the matter can be submitted to the main organizations.

VII. MODES OF COOPERATION AND LOCAL SPECIAL AGREEMENTS

Parties at individual enterprises should themselves attempt to arrive at the most appropriate modes of cooperation and organization within the area covered by the agreement. In accordance with the guidelines drawn up in this general agreement, a special agreement should be sought at each enterprise at the request of one of the parties.

If agreement is not reached, either party can take the matter up with the main organizations. The main organizations undertake to attempt, with the cooperation of the parties at the enterprise, to arrive at a solution within a reasonable time.

VIII. OBLIGATIONS OF THE PARTIES

The parties at each enterprise affected by the provisions in this agreement undertake to make it known to the employees.

SUPPLEMENTARY AGREEMENT III

GUIDELINES FOR THE USE OF WORK STUDY

I.

With reference to §12-8 of Part B of the Basic Agreement – the Cooperation Agreement – which states that works councils shall endeavour to make production as efficient as possible and to bring about sound and proper rationalization, the parties will contribute to the introduction and use of work studies as a means of rationalization and of determining piecework rates.

The purpose of work study is to cut down on extra working hours, improve working methods, and to establish standard times for individual operations. Emphasis shall also be given to improving working conditions and enhancing well-being at places of work.

Pay for standard performances shall be as established in the collective agreement or special agreements.

It is assumed during work studies that all parties contribute loyally to the achievement of correct results.

Work studies can not be used to reduce the potential earnings of employees during the collective agreement period unless the collective agreement or special agreement permits revision.

II.

Before work studies are undertaken, the management of the enterprise shall contact the shop stewards and the works council to inform them of and discuss the measures envisaged. Minutes shall be kept of the discussions.

The employees shall elect one or more work study representatives, depending on the nature and size of the enterprise and the work study techniques to be employed. These representatives shall be the employees' experts on work study matters, and should not at the same time hold positions of trust as regular negotiators. Those elected should have technical insight and an interest in work study.

The normal provisions of the Basic Agreement also apply to work study representatives. Their tour of duty shall be 2 years. The period should be extended unless there are material grounds for making a change. If the parties agree, new elections can be held after a shorter period. If possible, the incumbent work study representative should continue until a new one has been trained and can take over.

Enterprises shall ensure that work study representatives receive the necessary theoretical and practical training in work study.

In the event of in-house training, the enterprise shall also ensure that the level of theoretical and practical knowledge which work study representatives need to be able to understand and evaluate submitted course material and carry out spot checks is maintained.

During training periods and while employed as such, work study representatives shall be paid regular average earnings.

In the exercise of their functions, work study representatives for both the employees and the enterprise shall be impartial and objective.

III.

In general, work study comprises:

1. Methods
2. Extra time
3. Basic time

According to their purpose, the various kinds of study will be used separately or in combination. Method and extra-time studies shall be carried out before any basic time studies. There must be special reasons for departing from this procedure.

1. Method studies aim at organizing work, investigating the workplace, machinery, tools, materials, means of transport, working conditions and the actual working method used with a view to simplification and improvements and to establishing the most economical way of carrying out an operation.

In connection with such studies, the person carrying them out shall consult the employees concerned so that they can contribute their knowledge and experience to the achievement of optimal results.

2. Extra time studies have various objects, such as: registration of all extra time used at a workplace or in a division with a view to making improvements, and determining necessary additions. Such additions are divided into the following categories:
 - a. Additional operating time and distribution time
 - b. Time for personal needs
 - c. Time for rest.
 - a. Additional operating time and distribution time mean the time added to the basic time that must be allowed for in view of conditions which can not be appreciably influenced by the employee and which relate to the workpiece, workplace, machinery, tools, or the like.

This addition is ascertained through studies which must be comprehensive enough to provide an adequate basis for the additional times arrived at. Additions must be determined separately for each machine, workplace or department.
 - b. Time for personal needs means the time an operative needs to meet a general need, regardless of the nature of the work: to get a drink of water, go to the toilet, etc. This time is generally expressed as a percentage addition to the sum of basic time, distribution time and additional operating time. In most cases, the addition is determined by negotiation, or after extra-time studies in the enterprise.
 - c. Time for rest. In addition to extra operating time, distribution time and time for personal needs, certain operations require the giving of special rest breaks. Rest breaks may for instance be given in connection with especially arduous work, especially intense work, automated work, unfavourable temperature or ventilation conditions, or because of other departures from the normal and regular picture of employment in the occupation concerned. Any rest break is given in connection with the part of the job or operation which requires the addition, and is established by the work study representatives of the enterprise and the employees.
3. Basic time studies are carried out to find out how much time an employee of average skill and standard performance takes on one operation.
 - a. Standard performance is the time taken by an experienced employee who is familiar with the working method, tools and machinery and who works at a good rate which can be maintained without injury to health.
 - b. During the study the skill and industry of the employee are assessed so that the time can if necessary be adjusted up or down so as to arrive at standard performance.
 - c. The study shall be carried out on an experienced employee. If necessary for a more reliable basis, studies shall if possible be carried out on several workers with experience of the operation concerned.
 - d. The additional times, standard times and distribution times arrived at apply given the conditions and the methods which were established during the studies.

IV.

Calculating piecework rates

1. Standard times are established by means of work studies and/or systematic processing of approved studies in the enterprise or by means of standard time systems.
2. The time for a task is generally determined by adding the established additional times to the standard time.
3. Piecework rates are calculated on the basis of the time for the task as time or krone piecework, pay to be for standard performance as described under I. Before basic time studies are initiated, the basis for calculation shall as a rule be agreed between the parties in a collective agreement between the organization or in a special agreement at the enterprise.
4. Piecework proposals based on standard time systems can not be implemented except by agreement between the parties.

V.

Negotiating piecework rates

1. When piecework rates have been calculated, they shall be submitted for approval to the employee or group of employees by whom the work is to be done, and signed by the regular shop steward, unless this conflicts with current agreements.
2. Employees who wish to shall be allowed to see the time studies and calculations, including the assessment of performance, on which the piecework rates are based.
3. If agreement is reached on piecework rates, they shall enter into force at once.
4. Failing agreement, the work study representatives of the enterprise and of the employees respectively shall as soon as possible go through the study material and carry out any necessary checks together. If agreement on piecework rates is still not reached, the normal provisions in the agreement concerning piecework rate negotiations and disputes apply.
5. If agreement is not reached on piecework rates, the main organizations would recommend the provisional adoption of the enterprise's proposals. The final result shall apply retroactively with effect from the date of the implementation of the provisional piecework rates.
6. All piecework rate agreements shall be registered and filed. Each agreement shall include a detailed job description. Shop stewards shall receive copies of current piecework rate agreements, signed by the management of the enterprise.

VI.

Mutual obligations

1. Above normal piecework earnings based on agreements established as a result of work studies do not carry the right to reduce piecework rates when the excess earnings are due to skill and industry over and above standard performance.

2. It is assumed that individual employees will do their best to make the most of the potential earnings embodied in piecework rate agreements based on work study.

VII.

Basis for changing piecework rate agreements based on work study

Revision of piecework rates shall be allowed under one or more of the following circumstances:

1. General raising or lowering of wage levels following revisions of collective agreements.
2. Changes in methods, machines, workplaces or materials.
3. Changes in the general level of efficiency of the enterprise (department), leading among other things to changed additional times.
4. Piecework rates which are evidently wrong, for instance as a result of calculating errors. Both parties have a mutual obligation to report such mistakes if they find them.

VIII.

Pay during work studies

During work studies, wages shall be paid according to the following rules:

1. If piecework rates already apply to the work, they shall be adhered to.
2. During additional time studies or method studies, normal wages for the job shall be paid, as if no study were taking place. For work which is paid for by the hour, and where a certain rate of performance is demanded and maintained, increments shall nevertheless be paid as mentioned in subsection 3 of this section. Employees earning piecework rates who are prevented by additional time studies or method studies from maintaining their normal earnings shall be guaranteed their average hourly earnings for the duration of the studies.
3. When there are no piecework rates, pay during periods in which studies are taking place shall be calculated as established in the collective agreement or in separate agreements – provided that the work during such periods is done at normal piecework speeds.

IX.

Duration

The provisions governing the termination and duration of this agreement shall be the same as for the Basic Agreement.

SUPPLEMENTARY AGREEMENT IV

GENERAL AGREEMENT ON SYSTEMATIC JOB EVALUATION as a basis for determining differentiated wages

I.

NHO and LO agree that where the parties so wish, individual enterprises or industries can introduce wage systems based on job evaluation.

Job evaluation shall be carried out according to the guidelines below. The purpose of job evaluation is to arrive at a basis for differentiating rates of pay. The various jobs will be analysed and assessed with a view to placing them in wage groups according to the results of the assessment. The wage group for the job will depend on the qualifications needed to fill it and the conditions under which the work is done.

II.

A wage system based on job evaluation is arrived at through:

1. Job descriptions of the jobs to be included in the system.
2. An agreement on the factors to be taken into account in the evaluation and – if a points system is to be applied – the weighting in points of each factor.
3. Systematic evaluation by a committee of where each job should be placed in the system.
4. Conversion of the evaluation results to wage groups.

III.

Implementation

Before job evaluation is introduced in an enterprise, the management shall contact the employees' shop stewards and if appropriate the works council or the works council/working environment committee to inform them of and discuss the measures envisaged. When the parties at an enterprise agree to introduce job evaluation, this shall be recorded in minutes to be sent to the parties' organizations. These can be requested to provide assistance with information activities and the implementation of the scheme.

IV.

Job descriptions

Job descriptions are drawn up by the management of the enterprise in cooperation with the employee concerned or a representative of the group. It shall consist of a general description of the particular job. It shall include enough details for the description to convey a general impression of what the job consists of and the conditions under which the job is done.

V.

Choice of system

The evaluation system – i.e. the factors and any weighting in terms of points – shall be agreed between the parties at the enterprise, in cooperation with their respective organizations.

VI.

The evaluation committee

To carry out the evaluation, an evaluation committee shall be set up consisting of an equal number of members from the management and the employees. The committee should consist of 2 or 3 members, with at least 1 deputy, from each of the parties. In connection with evaluation in any particular department, it can if necessary co-opt the supervisor concerned and a representative of the employees.

The enterprise shall contribute to the necessary theoretical and practical training of committee members. During their training period and the performance of committee work, members of the evaluation committee are entitled to their normal earnings.

It is recommended that one of the management representatives on the evaluation committee act as its chairman. He or she shall set up the committee's working timetable and see to it that it is adhered to.

The committee shall base its evaluations on job descriptions, on-site observation of the particular jobs and, as the case may be, interviews with employees and department supervisors.

If the committee fails to agree on the value of one or more jobs, those jobs must be re-evaluated. This should not be done until the committee has completed its consideration of other jobs. Disputes concerning the value of jobs can not be submitted to any board of appeal, but at the request of either party the advice can be sought of the rationalization offices of the main organizations in their capacity of consultants.

When the work of introducing job evaluation has been completed, the committee shall remain in existence for the purpose of:

1. evaluating new jobs, 2. if necessary, checking previous evaluations, and 3. re-evaluating jobs which have changed.

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

VII.

Conversion to money

When job evaluation results are known, the local parties shall, in cooperation with their respective organizations, enter into negotiations concerning divisions into wage groups and the determination of wage rates for each group. If the negotiations do not result in agreement, the existing wage scheme shall be maintained during the period of the collective agreement.

Wage rates for various groups will vary from one enterprise to the next, depending on the system of pay on which they are based (piecework, bonuses, personal assessment, fixed wages, or a combination of these).

VIII.

Special provisions

1. Negotiating parties at enterprises may not change evaluations. Any change in the value of one or more jobs must be made by the evaluation committee.
2. If during the preparation of job descriptions any opportunities are seen for improvements in the working environment or in productivity which can be carried out rapidly, this should be done before the job in question is finally evaluated.

3. If a job is changed so that the job description ceases to be correct, the description shall be changed accordingly and submitted to the evaluation committee. If the committee arrives at a new evaluation result, this shall be converted to a wage group in the usual way.
4. Each employee may if he or she so wishes see the evaluation of the job he or she does.
5. The working committee of shop stewards shall have a copy of job descriptions and evaluations which is up to date at all times.
6. A wage system based on job evaluation should stimulate individuals to qualify for promotion. With such a system it will therefore be natural for those employees in an enterprise who are qualified, other things being equal, to be promoted to jobs which fall vacant in higher wage groups in the system.
7. Piecework or bonus systems and/or personal assessment can remain in use or be introduced, provisions of the collective agreement permitting.

IX.

Disputes concerning the interpretation of this agreement which are not resolved at negotiations between the main organizations shall be brought before the Labour Court unless the parties agree on arbitration. The arbitration board shall in that case consist of one representative of either party and a neutral chairman.

SUPPLEMENTARY AGREEMENT V

AGREEMENT ON CONTROL MEASURES IN ENTERPRISES

NHO and LO agree that this general agreement shall form the basis for the design and introduction of internal control measures and significant changes in existing control systems in individual enterprises where such measures appear necessary for the activity.

1. Control measures may be based on technical or financial considerations or considerations relating to health and safety, as well as on other social and organizational conditions in an enterprise. The measures introduced shall not be broader in scope than necessary and must be objectively justified in the activities and needs of the particular enterprise.
2. All employees or groups of employees shall be treated equally in relation to controls implemented in accordance with item 1.
3. Questions concerning the need for and the design, introduction and significant change of internal control measures shall be discussed with the shop stewards. Through their shop stewards, the enterprise shall keep its employees informed concerning plans and work in this area, so that they can make their views known as early as possible and before the enterprise takes its decision.

4. Before measures are initiated, employees shall have been informed of their purpose and practical consequences. The management and the shop stewards shall separately and jointly endeavour to provide the employees with the necessary information before measures are initiated.
5. In so far as control measures are to include the storage and use of personal information (pictures/films, texts, tapes, etc.), questions related to the period and method of storage, destruction, etc. shall be discussed and settled in accordance with the provisions in the Act relating to Personal Registers etc. and Regulations issued pursuant to the Act. For the purpose of controls, personal information may only be handed over in accordance with the provision governing the release of information in the above-mentioned Act and Regulations.
6. Control measures designed and adopted in accordance with the provisions in this agreement can in practice be carried out either by the enterprise's own employees or by independent agencies hired for the purpose. Responsibility for the measures will in any case rest with the enterprise.
7. If either of the parties at a particular enterprise so wishes, attempts should be made to devise a local agreement governing the planning and implementation of the enterprise's control measures and establishing the proper area for their use. If agreement is not reached, either party can submit the matter to the main organizations.

SUPPLEMENTARY AGREEMENT VI

GENERAL AGREEMENT BETWEEN THE CONFEDERATION OF NORWEGIAN BUSINESS AND INDUSTRY AND THE NORWEGIAN FEDERATION OF TRADE UNIONS ON EQUALITY BETWEEN WOMEN AND MEN IN WORKING LIFE

I. Purpose

Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) agree to work to promote equality between women and men in working life. The purpose is to ensure that all employees – regardless of sex – are given the same opportunities for work and professional development, and are treated equally with regard to appointment, pay, training and promotion. In many places women are an untapped labour resource which it is also in the interest of enterprises to make use of.

II. Duties of the main organizations

1. The parties emphasise the need to work systematically and purposefully towards the goal of equality between the sexes in working life.
2. The parties agree that equality must principally be worked for at individual enterprises, where the most appropriate forms of cooperation and organization should be arrived at for promoting equality. In this connection, cf. the first paragraph of §5-5 of the Basic Agreement, a shop steward can be elected shop steward for equality. The local parties have a joint responsibility for implementing the promotion of equality in the enterprise.

It is assumed that the main organizations and their affiliated organizations will contribute, for instance by offering professional assistance in the preparation of local agreements on equality, preparing informative material, arranging courses/conferences, providing lecturers, etc.

3. It is the responsibility of the parties to work for the realisation of the principles of the general agreement, and the parties shall on their own initiative take steps to promote equality.

III. Local agreements

1. The local parties can discuss the establishment of an agreement concerning equality between the sexes which is adapted to the particular enterprise.
2. A local agreement should include guidelines for conducting local surveys aimed at showing the relationship between men's and women's representation, appointment, wages, training, promotion and the like.
3. Disputes concerning the interpretation of local agreements can be submitted to the main organizations.

IV. The right and duty to negotiate

Disputes concerning the interpretation of this agreement (the general agreement) shall be dealt with in accordance with §2 of the Basic Agreement.

V. Duration

The provisions concerning duration and termination in the Basic Agreement between NHO and LO shall apply to this general agreement.

Note: The parties refer to ILO Convention no. 100 on equal pay for work of equal value, and Convention no. 111 on discrimination in appointments and vocational training, as well as to the ILO's Declaration concerning equality between women and men and plan of action for implementing that declaration.

The parties further refer to the Act of 9 June 1978 relating to Equality between the Sexes, and the plan of action aimed at achieving equality debated in the Storting on 4 June 1981.

Entered in the minutes:

In connection with the revision of the basic agreement 1989, the main organizations have agreed to appoint a committee of their representatives.

The committee shall consist of three representatives of each party. The committee shall seek to make known the contents of Supplementary Agreement VI, and promote understanding of the purposes of the agreement.

SUPPLEMENTARY AGREEMENT VII.

AGREEMENT CONCERNING ADDITIONAL EDUCATION AND LEAVE OF ABSENCE IN THAT CONNECTION, ESPECIALLY AS AN ELEMENT OF THE DEVELOPMENT OF THE ENTERPRISE

NHO and LO recognise the great importance of additional education to the individual, the development of the enterprise and society. This applies to basic education, vocational training, adult education, further education, and re-training.

The parties therefore wish to emphasise the value of encouraging employees to increase their knowledge and improve their competence, and the importance which enterprises should attach to providing systematic training for their employees, either within or outside the enterprise.

If training which is beneficial both to the individual and to the enterprise requires full or partial leave of absence, this should be granted unless there are particular reasons for not doing so.

When applications for such leave are being considered, the same criteria shall be applied to all employees or groups of employees, also where questions of any financial support are concerned.

In connection with other education, too, of importance to the development of the individual, enterprises should be willing to grant applications for full or partial leave if they can do so at no great inconvenience to themselves.

The parties emphasize that the management of the enterprise has an overriding responsibility for the implementation and application of this agreement in respect of the employees. The area of application of this agreement pertains to the area of work of the shop steward in charge of vocational training under §5-5 of the basic agreement, or the ordinary shop stewards if none of them has been appointed to take charge of vocational training.

Entered in the minutes:

The parties are aware of the expectations of the public authorities with regard to the agreement on training and training leave of absence. Reference is made in particular to Storting Report No. 43 for 1988/1989 "More knowledge to more people" and to ILO Convention of 1974. No. 140 on paid training leave.

The parties will appoint a working group to study the above matter during the period.

SUPPLEMENTARY AGREEMENT VIII

AGREEMENT ON TRAINING IN SAFETY AND ENVIRONMENTAL WORK BETWEEN LO AND NHO

INTRODUCTION

The agreement is based on §29 of the Working Environment Act and regulations for safety officers and working environment committees, and governs the training which is to take place on the basis of these rules.

Training in working environment questions is a condition for good environmental work in the enterprise. Solid knowledge of working environments should exist at all levels. It is particularly important that members of working environment committees, safety officers and foremen have the necessary knowledge in

order to perform their functions in the environmental work. Such knowledge should exist also among other persons who make decisions affecting the working environment. It is desirable therefore that other key personnel too be given training.

The training shall create activity and promote the co-operation to improve the working environment and should therefore:

- be related to the participants' own environment and functions
- create an opportunity to train in working environment functions
- furnish information about the Working Environment Act.

The agreement refers to the enterprises' working environment committees and provides that these committees shall play an active role in the working environment training at the enterprises. If an enterprise does not have a working environment committee, the employer or safety officer shall jointly undertake the working environment committee's functions under this agreement. Employers and employees shall ensure that training under this agreement is provided and carried out in such manner as the parties agree on.

The industries are encouraged to prepare training material which can supplement the general material made by LO and NHO. This will make it easier to relate the training to the participants' own working environment.

The agreement replaces previous minutes between LO and NHO concerning safety and environmental work training.

1. OBJECT OF THE TRAINING

The working environment training is to provide the participants with the understanding needed to carry out their functions in the environmental work and furnish knowledge of the obligations and rights of the participants in working environment committees, as safety officers and as representatives of the employers. The purpose is to give the enterprise's management and its employees a basis on which they themselves can solve the working environment problems of the enterprise.

2. THE PERSONS COMPRISED UNDER THE AGREEMENT

Employee representatives in working environment committees, safety officers and first-line foremen within each safety area are comprised under this agreement.

3. CONTENTS AND DURATION OF THE BASIC TRAINING

The basic training is to provide experience in methods of safety and environmental work, knowledge of the Working Environment Act and of factors such as noise, ergonomics, lighting, climate, hazardous substances, organization and preparation of work, and protection from accidents. The training shall wherever possible relate to the participants' own working environment, and promote co-operation with safety and health personnel.

Preferably, the training material which has been prepared by the parties jointly shall be used, but other material can be employed.

All personnel under this agreement shall go through the basic training of duration not less than 40 hours. The parties in the industries may agree that up to 20 hours of the training shall be directed towards the industries' specific health

and environmental problems based on the teaching material which the parties have jointly developed or chosen. Shorter training than 40 hours can be agreed if the parties in the industries jointly feel that this would be appropriate.

4. ADDITIONAL TRAINING

Additional training shall be provided in subjects that are of special importance to the working environment in the individual company. What additional training is necessary must be determined in particular in view of the company's special working environment problems and other relevant problems such as major alterations in the production.

The working environment committee draws up proposals for the additional training in working environment that may be necessary and what courses and other forms of training should be provided in order for the various functions to be performed in a proper manner. In this connection special opportunity shall be given for additional training of the principal safety officer.

5. COMPANY TRAINING PLAN

The working environment committee will draw up for each year, or for the function period, a plan for the environmental training in the enterprise. The training plan shall form part of the enterprise's plan of action for improving the working environment.

The plan shall name the persons to receive training, the kind of training to be furnished, at what time it is to be provided, and name the persons in charge of furnishing the training. The management may authorize the working environment committee to determine how the training should be carried out.

6. IMPLEMENTATION OF THE TRAINING

Working environment problems are best solved by active co-operation between management and employees.

The training may take place locally in co-operation between the parties in the enterprise or under the control of a union, employer association or at training organizations.

The parties recommend that the basic training be conducted by a study leader who has gone through a study leader training program. The parties will jointly draw up a course and guidance material for study leaders.

Safety and health personnel should be involved in the training.

These indications shall not prevent a safety officer and members of the working environment committee from undergoing necessary training at courses arranged by employee organizations, see §29 (2) of the Working Environment Act.

7. TIME LIMITS, COURSES DURING AND OUTSIDE WORKING HOURS AND EXPENSES OF COURSES

New personnel comprised under this agreement should have commenced their basic training within six months and at any rate within 12 months. Personnel comprised under this agreement who have previously not received such training shall be given such training within reasonable time.

The training shall preferably take place during working hours. If the training of personnel during ordinary working hours constitutes a major obstacle to the enterprise, the training can take place outside ordinary working hours.

The employer shall pay all expenses of training under this agreement, such as charges for courses, any living and travel expenses and loss of earnings. Travel and living expenses should be kept at the lowest possible level. Employees who are not full-time employees shall be paid for the number of hours of the course. If the training is given outside working hours, wages shall be paid as for ordinary working hours, without any overtime. If the training takes place in a lodging house or the like, ordinary daily wages will be paid without overtime.

8. DISPUTES

Any dispute regarding the interpretation of this agreement can be brought before the parties centrally.

9. ENTRY INTO FORCE/TERMINATION

This agreement enters into force on 1 January 1990. The agreement may be terminated by either party at three months notice.

SUPPLEMENTARY AGREEMENT IX

COMMON DECLARATION ON PART-TIME WORK

1. NHO and LO agree that the steadily increasing use of part-time work presents a challenge to the parties. Accordingly the parties acknowledge the necessity of including provisions for part-time work in the various agreements. The various industry and agreement areas are therefore encouraged to include provisions on part-time work in their agreements which concern these matters.
2. The agreements should in that case contain provisions regarding the wages, working and employment conditions of part-time employees.
3. A part-time employee is an employee who is employed certain agreed, fixed days a week with full or reduced working hours during these days, or employees who have reduced daily working hours.

Entered in the minutes:

The parties agree jointly to improve the information concerning the official guidelines regarding sick pay, unemployment allowance and supplementary pension points etc. for part-time work.

