
BASIC AGREEMENT OF 1994

Hovedavtalen 1994 - 1997



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PART A
THE BASIC AGREEMENT OF 1994
CHAPTER I
PARTIES, APPLICATION AND DURATION

§ 1-1 Parties

The Basic Agreement is an agreement between the 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 relations between the parties to other collective agreements.

§ 1-2 Scope of Application

The Basic Agreement is the first part of all collective agreements for workers that have been or may be concluded by the organizations named in the heading 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 understood that NHO and LO and the interested employer and employee associations may 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 takes effect on 1 January 1994, shall remain in force until 31 December 1997, 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

The Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) mutually recognize the freedom of association of employers and employees.

§ 2-2 Obligation to refrain from industrial action

No stoppage or other industrial action must take place where a collective agreement is in force.

Disputes concerning interpretation of a collective agreement, or demands

based on a collective agreement, shall be settled by the Labour Court if the parties fail to reach agreement according to the rules in § 2-3 below.

§ 2-3 Negotiations

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. The parties' views shall be recorded in the minutes, which shall be signed by both parties.

Building/construction/offshore

In case of disagreement, negotiations shall be commenced between the enterprise and the union shop stewards referred to in Chapter V. In such event the enterprise is also entitled to summon a representative or one of its officers.

Whenever requested by one of the parties, minutes shall be kept of these meetings and signed by both parties.

The organizations on both sides are entitled to take action if the agreements resulting from the above mentioned negotiations are contrary to the collective agreements in force.

2. If no agreement is reached between the enterprise and the shop stewards, the union and national association or LO and NHO, may agree to continue negotiations after summoning a responsible representative from each of the organizations.
3. The organizations or their subordinates may not contact members of the other organization directly except by agreement with the organization.
4. If no agreement is reached by negotiations pursuant to subsections 1 and 2 above, each of the parties is obliged to submit the dispute to the union and national association concerned or to LO and NHO or the subordinate organizations authorized by them.
5. Negotiations shall take place within 8 days after a request has been made in writing.

§ 2-4 Legal action

Disputes concerning interpretation of this Basic Agreement may be submitted to the Labour Court. Under the Agreement only NHO and LO have the right to take legal action.

The same applies to legal action in connection with any other collective agreement, except when the right to take legal action is assigned to another pursuant to section 8 of the Labour Disputes Act.

LO and NHO shall notify the other party of any legal action against/from any other party to a collective agreement concerning identical collective agreement provisions.

CHAPTER III INDUSTRIAL DISPUTES

§ 3-1 Collective notice

1. When collective agreements are being revised, or when notice of stoppage has been given pursuant to the Labour Disputes Act, NHO and LO will accept as valid a notice of stoppage exchanged between the two organizations or between affiliated national associations and unions, provided the main organization has been informed. Both parties undertake to give such information with at least 14 days' notice.

In form and content the notice of stoppage shall be in accordance with section 28 of the Labour Disputes Act.

2. Final notice of cease work (the final extent of the stoppage) shall be given with at least 4 days' notice and at the latest in connection with a demand that mediation be terminated in accordance with section 36 of the Labour Disputes Act.

Similarly expansion of the conflict shall be given by each of the parties with at least 4 days' notice.

§ 3-2 Position of apprentices in industrial disputes

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

2. When not included in the notice, apprentices shall continue their training during the stoppage. Whenever possible enterprises shall continue to provide normal training.

If the stoppage makes it impossible to provide effective training, apprentices may 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 alternatives 1 and 2 in section 15 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. The main organizations presuppose that, in ample time before the collective agreement expires, the necessary agreements will be made at the individual enterprises or in the sector covered by the collective agreement, to regulate conditions for the technically safe and sound closing down and restarting of operations, and the necessary work to prevent hazards to life and health or substantial material damage.

2. Local agreements concerning this are subject to approval by the direct parties to the collective agreement. If agreement is not reached at local negotiations, the matter may be submitted to the parties to the collective agreement. If agreement is not reached at these negotiations, or if one of the parties to the collective agreement does not approve the local agreement, the matter may be submitted to the central organizations.

3. The agreements referred to in subsection 2 above shall apply until a new collective agreement enters into force.

§ 3-4 Voting procedure for Employees

1. For voting on proposed collective agreements, those having 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 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 the special committee shall then count the votes and record the result. The result of the ballot shall be sent to the national union concerned and shall not be published in any form until the central organizations have so decided. If so requested the ballot papers shall be sent to the national union.

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

Votes may also be taken by making the proposed collective agreement known to each employee 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 etc.), 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 concerned may order a new ballot. The new ballot shall comprise all unions concerned and all members with the right to vote.
b) At enterprises with 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 to 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 conduct and conclude wage settlements and disputes in accordance with current by-laws, cf. the by-laws governing LO.

§ 3-5 Voting procedure for Employers

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 one or several individual members of a national association contains provisions which may affect working conditions for other members of the association, all members of the association are entitled to vote, unless the national 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 Board and the national associations to conduct and conclude wage settlements and disputes in accordance with current by-laws governing the organizations.

§ 3-6 Industrial sympathy actions

1. The provisions in collective agreements concerning the obligation to refrain from industrial action do not limit the right of enterprises or employees to take part in stoppages in support of other lawful industrial action when consent is given by NHO or LO. Before giving such consent, these organizations must conduct negotiations concerning any extension of the main dispute. Negotiations shall be commenced within four days after being demanded.
2. Notice of any stoppage of work shall be given as provided in § 3-1. In the event of sympathy strikes at NHO's member enterprises in support of employees at enterprises which do not belong to any employers' organization, the period of notice shall be three weeks.
3. If LO calls a sympathy strike among 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 sympathy strike at corresponding unorganized enterprises, if any; however, the number of employees included in sympathy strike at the unorganized enterprises shall correspond roughly to the number of employees at the organized enterprises. The central organizations may agree on exceptions to this rule. LO may exempt state, municipal, cooperative and workers' enterprises.
4. The right of LO to call sympathy strikes at enterprises affiliated to NHO in support of demands made to unorganized enterprises is limited to demands which do not exceed the terms of the collective agreements of NHO for corresponding enterprises.
5. Notice of stoppages pursuant to the rules in this section shall be unconditional, except when the main dispute concerns the right to fix terms and conditions of employment in a collective agreement at enterprises where at least half of the employees are organized in unions affiliated to LO. If the aim of the dispute is to protect the right of association, LO or unions affiliated to LO are entitled to give conditional notice of stoppage regardless of the number of organized employees.

Entered in the minutes:

«The N.A.F. negotiators proposed in 1947 that the expression «state, municipal» in subsection six of section 3 (now subsection 3, last sentence) 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 N.A.F. negotiators withdrew their proposal.

The provision in the last sentence of § 3-6, subsection 5, relates to cases

where employers 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 white collar employees. LO is willing to enter into agreements with contents corresponding to § 3-6 with other organizations of employers, as well as to include in such agreements provisions corresponding to § 2-1 of the Basic Agreement.»

§ 3-7 New collective agreements during period of validity

1. During the period of validity of a collective agreement LO and NHO may demand that the collective agreement shall apply in a member enterprise that has not been bound by the collective agreement between the organizations.

This similarly applies if an enterprise that is bound by a collective agreement commences activities that are not covered by the existing collective agreement for that enterprise.

2. For demanding implementation of a collective agreement, it is a condition that the enterprise is a member of NHO/national association and that employees of the enterprise are organized in LO/the union.
3. The demand shall apply to the existing collective agreement between LO and NHO for enterprises of the same type.

The question of which collective agreement is to be made applicable shall be decided by LO and NHO. The union and the national association are not empowered to bind the central organizations.

Internal organizational membership will be determined by LO and NHO, but has no significance for the choice of agreement.

This rule does not prevent implementation of vertical agreements/organizational relations.

4. The collective agreement shall apply from the date on which the demand is received.

If the enterprise is bound by another collective agreement at the time of joining NHO, that agreement shall apply until it is terminated.

If a change to another collective agreement results in a considerable reduction in wages and working conditions, or substantial differences in conditions among those who perform the same work, transitional arrangement must be negotiated.

§ 3-8 New collective agreements owing to changed circumstances

If because of changes in the type of production, how work is performed, or the working conditions the collective agreement in force ceases to be the most suitable one for the enterprise, each of the parties may initiate negotiations for adoption of the most appropriate agreement in accordance with the provisions in § 3-10, subsection 3. Disputes concerning which of one or more collective agreements can apply shall be settled by the arbitration committee.

§ 3-9 Procedure for handling demand for new collective agreement

1. A demand for implementation of a collective agreement pursuant to § 3-7 shall be made in writing by LO or NHO, or through the union or the national association, - to NHO/the national association or LO/the union respectively.
2. Confirmation of implementation of a collective agreement on behalf of NHO or LO shall be given to the other party as soon as possible and within 1 month from receiving the demand.
3. If the demand is disputed, cf. § 3-7, subsections 2 and 3, negotiations to solve the dispute shall be conducted between LO and NHO. The party by whom the demand is disputed shall request a meeting at the same time. Unless otherwise agreed between the parties, the meeting shall be held within one month.
4. If agreement is not reached, either party is entitled to submit the dispute to the Permanent Arbitration Committee in LO/NHO, cf. § 3-10. In such event the action must be filed within two months from the close of the negotiations. Except when otherwise decided by the parties in the particular case, failure to observe this time limit will result in the collective agreement being implemented in accordance with the demand presented.

§ 3-10 The Permanent Arbitration Committee

1. The Permanent Arbitration Committee shall consist of one representative from LO and one from NHO and an impartial umpire appointed by the parties jointly. If the parties fail to agree the umpire shall be appointed by the National Arbitrator. The period of office for the Committee shall follow the duration of the Basic Agreement.
2. The Tribunal shall make its decision on the basis of the guidelines set forth in subsection 3. In the event of a choice between two or more appropriate collective agreements, the Tribunal shall make a decision on merits. If the Tribunal finds that none of the cited collective agreements are appropriate, the dispute shall be dealt with in accordance with section 6,3 of the Labour Disputes Act.

3. When determining the nature of an enterprise, regard must be had to its operation and working conditions and to the kind and performance of the work. The designation of the enterprise shall not be decisive, since the main aim is to arrive at the collective agreement most appropriate to the trade and operations of the enterprise.
4. If the rates of pay in the collective agreement concerned (hourly, daily, monthly, 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 tribunal composed as described in subsection 1 above. The same applies if the collective agreement lacks rates of pay for certain categories of employee at the enterprise, or if special circumstances necessitate the inclusion of provisions not contained in the collective agreement being applied.
5. If at the time an enterprise enrolls notice of stoppage has been given in support of a demand for a collective agreement at the enterprise, or if mediation proceedings have been decided on, the committee may determine that all or part of the arrears of wages for work done in the time that has elapsed shall be paid at 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 an existing collective agreement for the enterprise is merely revised, payment of arrears can not take effect until the expiry date of that agreement.
6. If employees at an enterprise have 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, the individual employees can retain such benefits for as long as they are attached to the enterprise. However, under special circumstances NHO may demand the withdrawal also of such benefits. If a dispute arises in this connection 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 a greater extent than provided above, and any dispute in this connection shall be settled by the committee.

Note:

Examples of benefits which are not normally regulated by collective agreements are free medicine, free schooling for children of employees, or paid leave to serve as public ombudsman, or loan schemes.

§ 3-11 Enterprises resigning from NHO

If an enterprise that is bound by a collective agreement ceases to be a member of NHO during the period of the agreement, NHO shall as soon as possible notify the union concerned of the withdrawal and the effective date thereof.

An enterprise that withdraws from NHO during the period of a collective agreement will continue to be bound by the collective agreements that were in force at the time of withdrawal (cf. Labour Disputes Act, section 3,4).

**CHAPTER IV
SPECIAL AGREEMENTS**

§ 4-1 Validity of special agreements

Special agreements governing wages 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 adopted by the organizations for the enterprise.

§ 4-2 Termination of special agreements

1. Negotiations prior to termination

The local parties shall conduct negotiations concerning special agreements before termination is effected. However termination may take place if negotiations have been demanded but have not commenced within eight days.

2. Special agreements with specific expiry dates

Special agreements with specific expiry dates may be terminated with at least one month's notice before the expiry date unless otherwise agreed. If notice of termination has not been given to the date of expiry, the same period of notice shall apply for a further one month at a time.

3. Special agreements that apply until further notice

If it has been decided or presupposed that a special agreement shall apply until further notice, it may be terminated at any time with at least 1 month's notice, unless otherwise agreed.

4. Special agreements that are concurrent with the collective agreement of the enterprise

If it has been agreed or presupposed that a special agreement shall be valid until the collective agreement for the enterprise expires, it shall remain in force also during the period of the next collective agreement, except when it has been agreed during revision of the collective agreement that the special

agreement shall be dropped or changed.

If a special agreement has the same duration as the collective agreement, local negotiations aimed at revising the special agreement may be demanded during the period of the collective agreement.

If agreement is not reached, the matter may be submitted to the organizations in accordance with § 2-3 of the Basic Agreement. If no agreement is then reached, the special agreement may be terminated by either of the local parties with effect from expiry of the collective agreement, with the same notice as for the collective agreement.

5. Right to negotiation and arbitration

The preceding provisions are supplementary to the right the parties may have under the current collective agreement to demand negotiations and possible arbitration when revising special agreements.

§ 4-3 Effects of 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 governed by the special agreement shall be regulated on the basis of the provisions in the collective agreement.

The last paragraph of section 6,3 of the Labour Disputes Act correspondingly applies for termination of special agreements that are concurrent with the collective agreement of the enterprise. Therefore wages and working conditions that apply under the special agreement will remain in force for as long as negotiation and mediation for a new collective agreement are taking place.

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 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 demand that a joint committee of shop stewards be appointed for a transitional period of up to six months, see § 5-4 below.

Building/Construction/Offshore

Company or site shop stewards for the organized employees shall be elected whenever so demanded by the enterprise or the employees. In such event site shop stewards should be elected for the main building and construction trades.

If it is found that to facilitate communication both company and site shop

stewards are needed, an agreement may be made between the parties at the individual enterprise to the effect that shop stewards of both categories may be elected.

If the parties fail to reach agreement at local negotiations, the matter may be referred to the organizations for decision.

Definitions

Site shop stewards are those shop stewards who in the main building (bricklayers, carpenters, earthwork and concreting trades) and construction trades are elected by and among the employees working for the individual enterprise on the site concerned. In this connection central workshops, stockyards and storage sites are regarded as separate workplaces.

Company shop stewards are those who are elected by and among the employees of an enterprise as a whole (for example «the workplace committee»).

Union shop stewards are those who are employed or elected within the United Federation's Building Section or the Norwegian Union of General Workers, or their subdivisions and groups. The «Joint Declaration of the Central Organizations concerning Shop Stewards» in Chapter VI, § 6-2, subsection 2, § 6-4, subsection 2, § 6-11 and § 9, and Part B Cooperation Agreement, do not apply for these shop stewards. Nor does § 2-3, subsection 1, apply for the central workshops in the main building trades.

Special shop stewards, elected among employees for handling of piece-work agreements, are not regarded as shop stewards for the purpose of the Basic Agreement.

§ 5-2 Number of shop stewards

At each enterprise with up to 25 employees, 2 shop stewards may be elected. At enterprises having

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

may be elected.

Employees who are members of organizations not affiliated to LO shall not be included when calculating the number of shop stewards.

The parties at the individual enterprise may enter into a written agreement for a larger number of shop stewards, especially when justified by the structure and organizational form of the enterprise.

Building/Construction/Offshore

For election of shop stewards the enterprise may either be regarded as one unit, or the individual building or construction sites may be regarded as separate units.

In the main building and construction trades, two site shop stewards may be elected for each workplace with up to 25 employees.

At workplaces having

from 26 to 50 employees,	3 site shop stewards
" 51 " 150 "	4 " " "
" 151 " 300 "	6 " " "
over 300 "	8 " " "

may be elected.

One of these shop stewards may be elected as an educational shop steward who, in agreement with the management of the enterprise, shall handle vocational training and professional informative work. However, at workplaces having more than 301 employees an educational shop steward may be elected in addition to the number prescribed above.

Whenever company shop stewards and the appurtenant executive committee are not elected, an executive committee may be elected among the site shop stewards at individual building or construction sites where three or more shop stewards have been elected.

If two or more main building trades within one and the same enterprise are represented on the site, each trade shall be entitled to have at least one shop steward. If a new main building trade is represented after the elections have taken place, it is presupposed that one of those already elected shall yield his place if necessary.

§ 5-3 Election by groups

Elections of shop stewards may if so desired be arranged by groups. Any working group that is recognized as such by the local parties and which averages at least 25 employees is then entitled to have one shop steward on the committee of shop stewards. This shall apply even if the number of shop stewards should thereby exceed the number pursuant to § 5-2.

§ 5-4 Executive committees

An executive committee consisting of a chairman, a vice-chairman and a secretary shall be elected among the shop stewards. The executive committee is responsible for managing the work of the shop stewards.

§ 5-5 Shop stewards with special functions

Among the shop stewards some may be elected as responsible for special functions, such as an educational shop steward and an equal status shop steward, cf. § 10-11 and Chapter XVI. Educational shop stewards shall be consulted before vocational training measures are implemented.

Shop stewards under supplementary agreements II and III may be elected in addition to the number prescribed in § 5-2.

If the employees are members of various unions affiliated to LO having their own basic agreement, discussions with the management of the enterprise may be entered into for the purpose of arriving at efficient procedures for dealing with questions relating to supplementary agreement II, including the number of computer shop stewards.

§ 5-6 Committee of shop stewards

If the employees of an enterprise are members of various trade unions affiliated to LO, they may hold joint meetings to elect the chairman of the shop stewards. The chairman of the LO committee need not be one of the elected shop stewards and may be elected regardless of which basic agreement is applicable.

The chairman may take part in all agreed negotiation meetings pursuant to § 2-3.

§ 5-7 Committee for group of companies

In a group of companies, a group committee shall be established in accordance with the rules in Chapter XIV of the agreement.

§ 5-8 Construction of large industrial plants: Coordination Committee

If two or more enterprises are engaged in construction of a large industrial plant, a coordinating committee may be established consisting of one shop steward from each of the enterprises concerned. This similarly applies in the case of major works taking place for a limited time, such as conversion/upgrading of such plant. If necessary meetings of the coordinating committee may be held during working hours.

The committee shall be responsible for providing information on matters of common interest and on social/cultural activities. One member of the committee may be made specially responsible for cultural, welfare and social matters.

§ 5-9 Voting rules

Shop stewards shall be elected among workers of recognized ability, with experience of and insight into the working conditions of the enterprise. Whenever possible they shall have worked at the enterprise for the last two years. Shop stewards should be over 20 years of age, but employees over 18 years of age may be elected if they have worked for the enterprise for the past two years.

Employees who act as the employer's representative to a large extent, for instance employees in such positions of particular trust as manager or personal secretary to the management, or who represent the employer in negotiations or decisions concerning wage and employment conditions for subordinate personnel, may not be elected as shop stewards.

§ 5-10 Election period

Elections are for one calendar year. The chairman, vice-chairman and secretary may be elected for two years. A shop steward who leaves the enterprise shall cease to function as such.

§ 5-11 Notification of elections

Within 8 days of an election, the enterprise shall be notified in writing of the names of those elected pursuant to §5-2 and §5-9, and of who is chairman, vice-chairman and secretary.

It cannot be demanded that an employee shall be recognized as a shop steward before such notice has been given. Until the enterprise receives notification of elections, those previously elected shall function as shop stewards.

CHAPTER VI

RIGHTS AND DUTIES OF EMPLOYERS AND SHOP STEWARDS

§ 6-1 Joint Declaration of the Central Organizations concerning Shop Stewards

It is of decisive importance that cooperation between the representatives of the enterprise and the shop stewards takes place in an efficient and reliable manner, and that conditions enable shop stewards to perform their duties according to the Basic Agreement and the Working Environment Act.

The central organizations wish to emphasize how important it is that representatives of both the workers and the enterprise have the best possible qualifications for dealing with questions of cooperation.

The parties also wish to emphasize the special position shop stewards have with regard to reductions, reorganization and lay-offs.

Through providing information and courses the central organizations will seek to train the parties' representatives for the duties incumbent upon them.

§ 6-2 Shop stewards

1. Shop stewards shall be recognized as representatives and spokesmen for the organized employees.
2. Shop stewards have the right to commit the employees in matters concerning the entire workforce or groups of employees in so far as this is not

precluded by a collective agreement. It is a precondition that whenever they consider it necessary the shop stewards will submit questions to their fellow workers before taking decisions.

The enterprise is entitled to have an answer without undue delay.

3. Shop stewards have the right to deal with and to try to settle amicably any grievance which individual employees may have against the enterprise or the enterprise may have against individual employees.
4. When shop stewards have a matter to discuss they shall address themselves direct to the employer or the employer's representative at the place of work.

§ 6-3 Employer representatives

A responsible representative of the employer shall be present daily for consultation by shop stewards. The employer shall notify the committee of shop stewards in writing of the name of the representative and of the deputy.

If the employer's representative wishes to consider a matter more closely and is therefore unable to take an immediate decision, 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 genuine negotiations, cf. § 6-2, subsection 2, and § 6-3.
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 the deputy may summon other members of management to take part in the negotiations.
The shop stewards may call in representatives of those employees whom the negotiations concern.
3. Dispute proceedings will not normally be attended by more than three representatives from each party. If only one shop steward is present, he or she may be accompanied by another employee.

§ 6-5 Conduct of the parties

1. The shop stewards and employer representatives are under obligation to do their best to maintain smooth and peaceful cooperation.
2. The employer and the shop stewards shall ensure that the parties fulfil the duties resting upon them under a collective agreement, employment rules and the Working Environment Act, unless these duties have expressly been assigned to other agencies.

3. It is incompatible with the duties of employers and shop stewards to incite to or participate in unlawful industrial actions. Nor are shop stewards entitled to resign from office in connection with such actions.
4. Shop stewards must try to ensure that production is interfered with as little as possible, and that the regular operation of special machines is not stopped.

§ 6-6 Working conditions for shop stewards

1. The central organizations agree that shop stewards must be allowed the necessary time to perform their duties in accordance with the Basic Agreement. If one of the parties so wishes, local negotiations shall be conducted concerning an agreement on the amount of time a shop steward needs to perform his or her duties within ordinary working hours. The total time allowed shall be adapted to the volume of work. Local discussions may also be held to determine whether a room and the necessary equipment should be made available to facilitate the work of the shop stewards. In these discussions consideration shall be given to the size, structure, form of operations and technical nature of the enterprise, the form of pay stipulated in the collective agreement, etc.

In any case shop stewards shall be entitled to a locker and access to a telephone.

The local parties may seek advice from their organizations.

Building/Construction/Offshore

In connection with winding up work on a building or construction project, the enterprise shall arrange conditions so that shop stewards can remain at the place of work for as long as possible in the final period.

When transferred to other work, the person concerned shall be entitled to new work in accordance with his rights under legislation and collective agreement.

2. To the extent necessary for the performance of their duties, the executive committee and shop stewards elected pursuant to § 5-5, shall have free access to the various departments of the enterprise. They shall ensure in advance that their immediate superior is informed about their reason for leaving their workplace and whenever possible shall tell the supervisor of the department they are entering who they wish to see.
3. The other shop stewards shall also be allowed to perform their duties without hindrance. In this connection they may leave their workplaces with the permission of their immediate superiors.

§ 6-7 Meetings during working hours

1. Committee meetings

By agreement with the management, the committee of shop stewards may hold meetings during working hours without wage deductions.

If fissions, mergers or major reorganizations are being planned, the shop stewards at the enterprises involved may, by agreement with the management, hold joint meetings without wage deductions.

2. Members' meetings

Meetings of members to elect shop stewards or to vote on proposed collective agreements may be held during working hours without wage deductions provided they do not entail major operational inconveniences.

If the committee of shop stewards, by agreement with the management, considers that a matter needs immediate decision or that the matters to be considered are of particular importance, members' meetings may be held during working hours without wage deductions.

If operations at the enterprise extend beyond eight hours, members' meetings may, by agreement with the management, be held during working hours without wage deductions.

If matters do not require immediate decision, the enterprise shall be given at least 8 days' notice.

§ 6-8 Remuneration

For time spent in negotiations agreed locally according to § 2-3, shop stewards shall be compensated for lost earnings when meetings take place during the individual shop steward's regular working hours. Payment for meetings that are held during off-duty hours shall be made at the hourly wage rate calculated according to the rules for public holidays and 1. and 17. May.

Corresponding remuneration shall be paid for time spent on shop steward work pursuant to § 6-6, subsection 1. The same applies for time spent on meetings according to Chapter IX, meetings of works councils, department councils, working environment committees, company conferences, and meetings of cooperation committees according to part B, and whenever it is necessary to give the chairman and/or the secretary of the works council leave of absence to perform their duties.

Corresponding remuneration shall be paid for time spent on safety work by safety delegates. The parties at each enterprise or within each sector covered by a collective agreement may agree on another method of calculating the payment.

Building/Construction/Offshore

Trades with remuneration for public holidays according to the B system:

Shop stewards shall be paid remuneration at the rate that applies at any given time for short welfare leave for the building and construction trades respectively.

§ 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 attend meetings or negotiations by their organizations, or to take part in professional union courses or other informative union activities, in union delegations or to lecture at or function as leader of courses for shop stewards conducted by the organization.

Entered in the minutes:

LO has stated that the meetings and negotiations that are relevant pursuant to § 6-9 and the first paragraph of §10-6 are:

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 within the trade union, shall also be given leave of absence to a reasonable extent to attend professional union courses or other professional informative union activities.

2. Requests for leave of absence pursuant to the above provisions shall be addressed to the management as early as possible, cf. § 6-5, subsection 3.

§ 6-10 Demands for the withdrawal of a shop steward or employer representative

If a shop steward is guilty of serious breach of his duties under the Basic Agreement, NHO may demand of LO that he or she resigns from office as a shop steward. If the demand is complied with, a new shop steward shall immediately be elected by the employees.

If an employer representative is guilty of serious breach of his duties under the Basic Agreement, LO may demand of NHO that he or she resigns from office as an employer representative. If the demand is complied with, a new representative shall immediately be appointed by the employer.

If the parties fail to agree regarding such resignation, the dispute shall be settled by the Labour Court. Inciting to or taking part in an unlawful industrial action shall be regarded as serious breach of duty under the Basic Agreement.

A shop steward or employer representative who must resign may not be re-elected or re-appointed before two years have passed.

§ 6-11 Notice to leave or summary dismissal of shop stewards

Shop stewards may not be given notice to leave or summary dismissal without

just cause. In addition to seniority and other factors which should reasonably be taken into account, due regard shall be given to the special position the shop stewards have in the enterprise.

If shop stewards are given notice individually, the period of notice shall be 12 weeks unless they are entitled to longer notice under the Working Environment Act or their working contracts. This special period of notice does not apply if notice is given owing to the shop steward's own conduct.

The rules in sections 57 - 67 of the Working Environment Act apply correspondingly, with the qualification that if LO maintains that the notice of leave or summary dismissal was unwarranted, the shop steward shall not leave until judgment has been passed by the Labour Court. In such event the originating writ must be filed within eight weeks after notice was received.

If an enterprise closes down, it is important for the employees concerned that a shop steward be retained as long as possible. This similarly applies when operation of a bankrupt enterprise is continued under the administrators in winding-up proceedings.

Before giving notice to leave or summary dismissal of a shop steward the employer shall discuss the matter with the executive committee, unless the person concerned objects to this or to do so could be offensive to others.

If an enterprise has given notice to leave or summary dismissal of shop stewards or other employees during the last three months before becoming a member of NHO and it is maintained that this was due to a demand for a collective agreement, the dispute shall be dealt with according to the rules of the Basic Agreement. This similarly applies in the case of disputes concerning notice to leave or summary dismissal of shop stewards in connection with the sale of an enterprise or its reorganization under company law if LO claims that the notice or dismissal 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 the enterprise

When shop stewards in LO or unions or chairmen of their subdivisions that have collective agreements with an enterprise request access to the enterprise for the performance of their duties under the collective agreement, they shall be given such access after notifying the management. This does not alter the provisions in § 2-3, subsection 3, second paragraph.

Building/Construction/Offshore

Union shop stewards

These shop stewards shall be over the age of 21. When acting as shop stewards they shall have free access to workplaces and whenever requested shall give their names and produce identification.

In the case of access to apartments, offices and business premises that are

in use, the shop stewards must first consult the employer concerned.

The unions shall keep NHO informed in writing about the names of the shop stewards concerned and the groups they represent.

CHAPTER VII

SAFETY WORK AND OCCUPATIONAL HEALTH SERVICE

§ 7-1 Safety delegates

Safety delegates shall have unimpeded access to areas for which they are responsible. If they have to leave their workplaces, they shall inform their immediate superior beforehand or as soon as possible.

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

Seniority and wages shall be calculated as if the safety delegate/senior safety delegate was working throughout the whole period in which they served these functions.

§ 7-2 Working environment committees

In enterprises where working environment committees are established the management may, within specific budgetary limits, authorize the committee to implement safety measures agreed upon by the members of the committee. This does not limit the decision-making powers vested in the committee under the law.

§ 7-3 Occupational health service

When under the rules of the Working Environment Act an enterprise is required to provide an occupational health service, it shall join an occupational health service centre. If no such centre exists, the enterprise and the shop stewards jointly shall work actively with other enterprises to seek to establish systems that satisfy the requirements of the Act regarding occupational health services.

Enterprises that are so large that they wish to have their own occupational health service, shall conduct this service pursuant to regulations in the Working Environment Act concerning occupational health services.

The parties wish to emphasize the great importance of the preventative work performed under such a system.

CHAPTER VIII

LAY-OFFS

§ 8-1 Conditions for lay-offs

1. Laying-off is permitted when valid reasons make this necessary for the enterprise.
2. Laying-off pursuant to subsection 1 above may not take place for more than 6 months unless the parties are agreed that valid reason still exists.
3. Departures from the seniority principle may be made when laying off, provided there is valid reason for this.
4. When deciding which employees to lay-off, weight shall be attached to the special tasks of the executive committee in the enterprise.

§ 8-2 Obligation to consult before notice of lay-offs

Before giving notice of lay-offs, the shop stewards shall be consulted in accordance with Chapter IX. Minutes of the consultations shall be taken and signed by the parties. The period of notice in § 8-3, subsections 1 and 2, shall not commence until after such consultations have been held. Negotiations which are demanded because the seniority principle was not observed or because the enterprise wishes to adopt different rules for taking workers on again than those followed when laying off, do not lead to postponement of the lay-offs or reinstatement.

§ 8-3 Notice of lay-offs

1. Employees shall be given 14 days' notice of lay-offs.
2. When laying-off is due to such unforeseen events as mentioned in the Working Environment Act, section 59, subsection 1, the period of notice shall be 2 days. In the event of fire it shall be 14 days.
3. The period of notice commences from the end of the working day on which notice is given.
4. These periods of notice do not apply when effective employment of the workers is prevented by an industrial action in another enterprise, an illegal industrial action in the enterprise itself, or unauthorized absence. Nevertheless the enterprise is obliged to give as much notice as possible.
5. These periods of notice do not apply if shorter notice is permitted under the collective agreement or employment rules.

6. If the enterprise lays off employees without observing the period of notice the employees shall receive their usual earnings until the period of notice expires. Ordinary hourly rates shall be paid in case of lay-offs such as mentioned in subsection 2 above.

§ 8-4 Form and content of notice of lay-off

1. Each employee shall be given notice in writing, except when the local parties have agreed on a different procedure.
2. In case of conditional lay-offs pursuant to § 8-5 the notice may be posted up in the enterprise. Employees who are temporarily absent shall be notified in a suitable manner.
3. The notice shall state the probable length of the lay-off. If this is not possible, continued lay-off shall be discussed with the shop stewards within one month and thereafter each following month, unless otherwise agreed between the parties. At these discussions the parties shall continuously consider whether conditions warrant continued lay-off or whether dismissals must be effected.
4. Employees who are laid off shall be given documentation of this, stating the reason for and the probable duration of the lay-off.
5. Unconditional notice given in writing which contains the required information, will serve also as lay-off documentation.

§ 8-5 Conditional notice

In the event of an industrial action in the enterprise itself the notice shall, as far as possible, indicate which employees will be laid off and each employee who is to be laid off shall be informed definitely as far in advance as possible.

§ 8-6 Notice of dismissal during lay-offs

Employees who are laid off are still attached to the enterprise and have the right and duty to resume work provided their employment has not been formally terminated.

If employment is terminated during the lay-off period, the employee is obliged to work during the period of notice unless a new work agreement prevents this. If the work obligation ceases to apply for this reason, wages shall not be paid for the period of notice.

If employees who have been laid off for more than 3 months and until further notice resign in order to take other work, they may leave their jobs without any period of notice.

Employees who have not been dismissed during the lay-off period and who are not taken on again afterwards, are entitled to pay for the period of notice.

§ 8-7 Special provisions

1. The rules in Chapter VIII apply in typical seasonal industries, except when otherwise established by collective agreement or established practice. § 8-6 applies correspondingly also in these cases.
2. When an employee is laid off sickness insurance obligations last as long as the legal obligation continues to exist, but only for as long as the employee is not in other work.
3. § 8-3 does not entail any change in the customary right to lay-off employees owing to adverse weather.

CHAPTER IX INFORMATION, COOPERATION AND CODETERMINATION

§ 9-1 Objectives

LO and NHO agree on the need for good and trusting relations between enterprises and employees.

Through cooperation and codetermination, employees will contribute with their experience and insight towards creating the economic conditions necessary for the continued development of the enterprise and for secure and good working conditions, for the benefit of both the enterprise and its employees.

The objectives stated in this section are binding in regard to cooperation at the enterprise and shall also serve as guidelines for the parties at the individual enterprises when organizing cooperation.

§ 9-2 Organization and implementation

It is the common duty of the management of the enterprise, the employees and their shop stewards to take initiative towards and actively support and participate in cooperation.

Circumstances must be provided in which the individual employees, through their shop stewards or otherwise, are able to exercise genuine influence on the general efforts of the enterprise to improve efficiency, reduce production costs, improve competitiveness, exploit new technology, facilitate necessary restructuring, etc.

Developing forms of codetermination and a better working environment in the enterprise will necessitate extensive decentralisation and delegation of decision-making powers within the enterprise, so that those who work in each department or working group are allowed a greater right to make their own decisions in their daily work. In actual work for this purpose it is important to adjust forms of cooperation and participation in the decision-making process to the size and nature etc. of the enterprise. It is presupposed that those who take part in the

decision-making process at the various levels within the enterprise have responsibility not only to the owners or their fellow-workers, but also to the enterprise as a whole.

It is important to promote understanding of and insight into the economic position of the enterprise.

Real influence for the employees concerned should be secured by establishing working-, project-, and steering groups within the enterprise which are not a regular part of its organizational structure. The shop stewards shall advise on the composition of these groups and their terms of reference.

Representatives of the various parts of the enterprise must take part in efforts to develop meaningful jobs and forms of organization and management.

For the individual enterprise it is of the greatest importance that the parties find practical forms of codetermination and participation in accordance with the intentions underlying the rules of Chapter IX. The central organizations recommend that separate agreements concerning this be made at each enterprise. Such matters shall be taken up for discussion whenever one of the parties so requests. The parties at the enterprise may request assistance from the organizations.

§ 9-3 Discussions concerning the ordinary operation of the enterprise

The management of the enterprise shall discuss with the shop stewards (the executive committee):

- matters relating to the economic position of the enterprise, its production and its development
- matters immediately related to the workplace and everyday operations
- general wage and working conditions at the enterprise

Unless otherwise agreed, discussions shall be held as early as possible and at least once a month, and whenever requested by the shop stewards.

§ 9-4 Discussions concerning reorganization of operations

The management of the enterprise shall discuss the following with the shop stewards (the executive committee) as early as possible:

- reorganizing of importance for the employees and their working conditions, including important changes in production systems and methods
- employment matters, including plans for expansion or reduction

Before adopting decisions on matters which concern the employment and working conditions of the employees, the enterprise shall invite shop stewards to present their views. If the management finds it impossible to take their views into account,

it shall state its reasons. Minutes shall be kept of the discussions and shall be signed by the local parties.

If an enterprise wishes to make changes in existing working conditions and LO and the unions claim that the changes would be contrary to the agreement, LO may take up with NHO the question of postponing implementation of the changes until a negotiatory meeting has been held between the central organizations. The meeting shall be held within one week from the date of the written request for a meeting.

§ 9-5 Discussions concerning matters of company law

The management of the enterprise shall discuss the following with the shop stewards (the executive committee) as early as possible:

- mergers, demergers, sale, closing down all or part of the business, or reorganization of the legal form of the business.

The shop stewards shall be informed of the reasons and the legal, economic and labour-related consequences that may be involved for the employees. A meeting shall be arranged between the shop stewards and the new owners concerning the transfer and whether the collective agreement shall continue to apply.

If the enterprise is considering to close down its business, the possibility of continued operation, including whether the employees desire to take over the business, shall be discussed with the shop stewards (the executive committee).

§ 9-6 Leased labour etc.

The parties emphasize how important it is that the leasing of labour, contracting-out of work and quasi-contractual arrangements operate within the framework of existing legislation and agreements. It is recommended that the solution to any practical adjustments needed be sought through the individual collective agreements.

§ 9-7 Disclosure of accounts and financial matters

The accounts of the enterprise shall be submitted to the shop stewards when they so request.

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

Moreover the shop stewards shall be allowed to study matters which concern the financial position of the enterprise, to the extent that the shop stewards need such information in order to safeguard the interests of the members, see subsections 1 and 3.

If an enterprise introduces a wage system for which insight into financial matters is important, the shop stewards shall have access to information that will

afford such insight.

§ 9-8 External advisers

If the shop stewards wish to consult external advisers, the management of the enterprise shall be informed of this. The shop stewards may take up the question of whether all or part of the expenses shall be paid by the enterprise.

If the shop stewards, by agreement with the enterprise, employ an adviser to examine the accounts, the annual financial statement etc., the adviser shall have access to the necessary records and information.

An adviser who has access to confidential information shall not make use of this information for any purpose other than the task he or she is to perform.

§ 9-9 Departments with own management

If the enterprise has departments with own management which is authorized to make decisions relating to the department, §§ 9-3 through 9-5 and § 9-7 similarly apply at departmental level.

§ 9-10 Combined meetings

Discussions that are to take place pursuant to Chapter 9 may be combined with the meetings referred to in § 12-7 and § 13-4 in Part B, but this shall not interfere with the rights of shop stewards pursuant to Part A.

§ 9-11 Effects of failing to provide information

If an enterprise fails to fulfil its obligations to provide information pursuant to §9-4, employees who are given notice to leave are entitled to 2 months' normal earnings from and including the day on which the shop stewards were informed of the notices, even if their employment ceases at an earlier date. If employees who are given notice are entitled to more than 1 month's notice to the end of a calendar month, they are entitled to at least 3 months' wages (normal earnings).

§ 9-12 Seniority in the event of notice to leave because of reductions.

If notice to leave is given because of reductions or restructuring, the seniority principle may be departed from when there is due reason for this.

If in connection with reductions in the workforce an enterprise finds reason to depart from the seniority principle, and the shop stewards consider that this is not justified, the matter may be submitted to the organizations for negotiation. If the shop stewards within three days after the conference notify the enterprise that they request such negotiations, the disputed notices shall not be made effective until negotiations have taken place between the organizations.

Entered in the minutes:

The alterations in the text do not involve any change in existing legal practices.

Building/Construction/Offshore

In building/construction/offshore the time limit within which negotiations must be demanded is 5 days.

§ 9-13 Files on personnel and internal controls

1. Files on personnel.

The local parties shall discuss what personnel information the enterprise may keep on file, and how this information shall be stored and used. The practices followed must be in compliance with statutory provisions, the instructions of the enterprise governing personnel data, and the General agreement on technological development and computer-based systems.

Personnel files are confidential.

2. Internal controls.

The need for, the type and the introduction of internal controls shall be discussed at the enterprise. If direct and continuous television surveillance of individual employees at their workplaces is introduced, the need for and the purpose of this must be clarified. Such surveillance should be avoided whenever possible. The degree of objectivity required under the Act relating to personnel records etc. must be maintained.

Supplementary Agreement V in Part C is also applicable.

§ 9-14 General meetings and notices

Shop stewards shall be informed in advance and as early as possible of any matters on which the enterprise wishes to brief all employees at a meeting or by posting notices.

§ 9-15 New employees etc.

The enterprise shall as early as possible inform the executive committee and shop stewards in the departments in which new employees are to work and shall tell new employees who the shop stewards are. New employees shall as early as possible be introduced to the chairman of the executive committee and the shop stewards for the appropriate group.

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

When they so request shop stewards shall be given quarterly lists of the employees covered by the appropriate collective agreements in the enterprise. The list shall contain their names, workplace and the date on which they were

engaged.

Building/construction/offshore

The enterprise representative shall introduce new employees to the site shop stewards as soon as possible and at the latest within 14 days.

§ 9-16 Change in ownership of limited companies

In the event of change in ownership of limited companies, the shop stewards shall be informed immediately the management has definite information concerning this, provided the buyer:

- acquires more than 1/10 of the company share capital or shares representing more than 1/10 of the voting rights in the company, or
- becomes the owner of more than 1/3 of the share capital or shares representing more than 1/3 of the votes.

The management shall help to ensure that new owners inform the employees of their plans as soon as possible.

§ 9-17 Discussions within a group of companies

If plans for expansion, reductions, or restructuring may have significant impact on employment in several enterprises within the same group of companies, the group management shall, at the earliest opportunity, discuss these issues with a coordinating committee of shop stewards pursuant to Chapter XIV, a) - c) for employees covered by Part A, regardless of whether or not the enterprises are bound by a joint agreement. The group management may summon representatives of the managements of the enterprises concerned.

Such discussions shall also take place concerning matters relating to the financial position of the group and its production and development.

Shop stewards shall be given the opportunity to present their views before the group management makes its decisions. If the group management finds it impossible to take the shop stewards' views into account, it shall state its reasons for not doing so.

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

Entered in the minutes:

The parties refer to the long tradition that has developed in Norway regarding cooperation etc. between the management, the employees and their shop stewards in enterprises and groups of companies.

The parties find it desirable that the development in this area in the EU and through the increasing internationalization be followed up also in the Basic Agreement.

Accordingly the parties agree that the committee appointed in regard to Chapter

III shall continuously follow up developments and ensure the continuance of our traditions in this area.

§ 9-18 Contact meetings in enterprises owned by limited companies

In enterprises owned by companies (limited companies, cooperative societies, etc.), contact meetings shall - except when otherwise agreed between the parties - be held between the board and the shop stewards whenever requested. The purpose of these meetings is to promote cooperation and mutual trust by discussing matters of interest to the enterprise and its employees, and to allow shop stewards an opportunity to present their views directly to the owner's representatives on the board of directors. These meetings should be attended by the greatest possible number of the board members and the shop stewards. The general manager of the enterprise or his/her deputy shall convene, arrange and attend these contact meetings. The meetings shall not impinge on normal procedure for dealing with disputes, cf. § 2-3. Summaries of the meetings shall be prepared and signed by the parties.

CHAPTER X

PROVISIONS RELATING TO TERMS AND CONDITIONS OF EMPLOYMENT

§ 10-1 Right to refuse to work with persons who have shown improper conduct

Employees have the right to refuse to work with or under the management of persons who have shown such improper conduct that according to the norms of working or social life generally it ought to justify their dismissal. Discussions between employers and shop stewards should be held immediately if such situations arise. If they fail to reach agreement, there shall not be any stoppage or other forms of industrial action. Any dispute shall be dealt with by the organizations in accordance with § 2-3.

§ 10-2 Discussions prior to notice to leave or summary dismissal

Before an employer decides to give notice to leave or summary dismissal of an employee the matter shall be discussed with the employee and his/her shop steward whenever practicable and provided the employee has no objection. Notices in connection with reductions must in any case be discussed with the shop stewards, cf. § 9-4.

§ 10-3 Measures for vocationally handicapped employees

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

§ 10-4 Priority to new jobs

If employees are taken on during the first year following reductions, employees who were then dismissed shall have priority unless there is just cause for departing from this rule. The shop stewards shall be consulted in advance. Previously attained seniority shall be retained.

§ 10-5 Leave of absence to take up public office

Employees who are entitled to pay for overtime shall receive equal treatment with regard to deduction from wages for absence to attend to public offices.

In the case of offices in local (municipal or county) public office, see § 40, subsection 1 in the local community act.

In the case of other public offices, the employee shall be granted leave of absence when this can be arranged without serious detriment to the business. This does not apply if the duties can be performed outside working hours.

§ 10-6 Leave of absence for employees

1. Employees who hold offices in the trade union, in the Workers' Educational Association, the Norwegian People's Aid, and the Workers' International Support Committee shall be given leave according to the rules that apply to shop stewards, cf. § 6-9.
2. When circumstances permit, employees who are employed in or are elected to paid offices in the trade union shall be given unpaid leave for two election periods. The question of further leave shall be decided by the enterprise in each particular case.

§ 10-7 References

When an employee leaves an enterprise after legal notice, he or she shall be given a certificate of employment.

This certificate shall only contain:

- a. Name, date and year of birth
- b. When employment commenced
- c. When employment ended (without stating the reason)
- d. Trade or occupation
- e. Pay at time of leaving
- f. Dates of last holiday
- g. Information as to whether application has been made for severance pay for the employee
- h. If so requested by the employee, information describing the nature of his or her work.

After summary dismissal employees are also entitled to certificates on leaving,

but in such cases the employer may state that the employee was dismissed, without specifying the reason for dismissal. If the employee so requests, the employer shall consult the shop stewards.

§ 10-8 Change in working hours as a result of general reductions in electricity supplies

Unless otherwise agreed, for instance in accordance with § 6-2, subsection 2, the following shall apply:

1. When working hours are changed no extra pay shall be given for work between 0600 and 1800 hours. For hours of work outside that period, a 20% addition to normal wages shall be paid.
2. Enterprises are under obligation to change working hours if doing so enables them to maintain operations for an average of at least 30 hours per week and at least 4 hours a day. This obligation may be terminated at 1 week's written notice.
3. These rules have no direct application to shift work. In the case of shift work an agreement should be sought between the enterprise and the employees, based upon the guidelines in items 1 and 2.

§ 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 rules in the collective agreement. Disputes shall be dealt with in accordance with the rules in § 2-3.

§ 10-10 Making up for days off

When on special occasions the shop stewards make agreements with employers to the effect that days off shall be made up for by working longer hours on other days, the rules governing overtime pay shall apply unless otherwise agreed between the parties.

§ 10-11 Leave of absence for educational purposes

1. If full or partial leave of absence is necessary for purposes of education that is of value to both the person concerned and the enterprise, leave shall be granted unless there are special reasons to prevent this.
2. Employees with at least three years' seniority in the enterprise who, on their own initiative and according to their own wishes and needs have secured financing for advanced or further education, should be granted leave unless there are economic or production-related reasons to prevent this.
3. When applications for leave of absence are being considered, the applications

shall be judged by the same criteria for all employees or groups of employees, also in respect of any financial assistance.

4. Replies to applications for leave should be given within three weeks. The reasons shall be given if an application is refused.
5. When an employee returns to the enterprise after studies lasting up to two years, the employee is - whenever practically possible - entitled to work equivalent to what he/she had before commencing the studies. If the studies last for more than two years, a special agreement shall be made concerning the type of work the employee is to have when returning.
6. Employees who have leave of absence for education and who break off their studies, are entitled to return to work in the enterprise as soon as that is practically possible.

CHAPTER XI

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

§ 11-1 Fortnightly wages

1. If the enterprise so wishes, employees with hourly, daily or weekly wages or piecework rates shall be paid fortnightly.
Arrangements may be agreed on for a transitional period, under which employees receive advance payment on account in weeks with no pay day.
2. With fortnightly wages, a longer time will be needed between the end of a wage period and payment of the wages. The parties to collective agreements or the parties at the enterprise should therefore seek to arrive at practical arrangements which meet this need.

§ 11-2 Wages paid through banks

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

- a) The employer shall make the statutory deductions, such as taxes, national insurance contributions, etc., and deductions agreed upon in writing between employer and employee.
- b) On pay days, the employee shall receive a slip from the employer showing how wages were calculated, the gross amount, the deductions, and the net amount transferred to the employer's bank.

- c) The employer's bank shall make collective deductions or other deductions as instructed by the employer or the employee. Net wages - wages minus the deductions made by the bank - shall be 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 in another bank, the enterprise or the employee can instruct the bank to effect the transfer.
- d) It is the assumption that normal disposal of wage accounts and reasonable use of cheques (in number and amount) will be free of charge. If changes are made contrary to this assumption, either party may demand negotiations to determine the rules that are to apply. If agreement is not reached, the provisions in §§ 11-2 and 11-3 may be rescinded at 3 months' notice.

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

§ 11-3 Deduction of trade union dues

The enterprise shall, either itself or through a bank, deduct trade union dues when so requested by the shop stewards or - where no shop stewards have been elected - by the employees' union.

The shop stewards or their union shall supply the enterprise with a list of the organized employees to whom the deductions shall apply and the shop stewards and their organization are responsible for keeping the list up to date and correct at all times. Amounts deducted shall be transferred for each pay period, except when a different arrangement has been adopted by agreement.

Where union dues are calculated on a percentage basis, guidelines for implementing deductions will be established by the parties to the collective agreement. Calculation of the amount of dues shall be based on gross earnings, i.e. the sum entered in boxes 1.1 and 1.2 in the annual statement of earnings and deductions, with the exception of fees paid in addition to ordinary earnings to members of the board or the corporate assembly, and gratuities. The enterprise shall draw up lists of the dues deducted for the periods stipulated by the parties to the collective agreement.

These lists shall contain:

- the date of birth and national registration number
- name
- the amount deducted
- particulars, which should include:
 - joined during period
 - left during period
 - leaving for or returning from first national military service
 - any other information agreed on by the parties to the collective agreement.

If union dues are deducted by the enterprise for more than one union, it is a condition that the deduction lists are coordinated. These guidelines must leave scope for modifications in enterprises which for technical reasons are prevented from observing them to the letter. If agreement on the guidelines is not reached, the matter shall be submitted to the central organizations for decision.

PART B COOPERATION AGREEMENT

INTRODUCTION

The objectives expressed in § 9-1 of the Basic Agreement apply to cooperation in accordance with this agreement.

An important objective is to ensure that good cooperation is developed and maintained in the enterprise.

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

Conditions within the individual enterprise will determine the manner in which cooperation can best be organized, having regard to the nature of the business and its size, geographical location, organizational structure, technology, etc. Cooperation should be organized in an uncomplicated and flexible manner suitable for achieving the objectives.

However the central organizations agree that some formalization of the cooperation is desirable and necessary in all enterprises.

Attempts to make local agreements concerning this should be made. If a local agreement can not be achieved, cooperation shall be organized in accordance with the provisions in this agreement.

CHAPTER XII

WORKS COUNCILS - JOINT WORKS AND WORKING ENVIRONMENT COUNCILS

§ 12-1 Establishment

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

Works councils shall also be established in enterprises with less than 100 employees whenever so requested by one of the parties and the parties' central organizations agree.

A joint works and working environment council may be established in

accordance with the rules in §§ 12-11, 12-12 and 12-13 unless otherwise agreed between the parties at the enterprise.

Representatives who are to participate in dealing with matters under section 24 of the Working Environment Act must be elected according to the rules in §5 of the Regulations relating to safety delegates and working environment committees. Only these representatives are entitled to participate in voting on resolutions regarding such matters. 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 to make proposals when these subjects are being discussed.

Otherwise the rules for works councils apply where appropriate.

§ 12-2 Composition

In enterprises with from 100 to 400 employees, the management may appoint up to five representatives. The employees shall have five representatives.

The workers shall elect three, and the current chairman of the executive committee should be one of these ex officio. The supervisors elect one representative and the technical and mercantile staff one representative. In enterprises with over 400 employees, the management may appoint up to seven representatives. The employees shall have seven representatives. The workers elect four, including ex officio the current chairman and vice-chairman or instead of the vice-chairman another member of the executive committee. Supervisors, technical staff and mercantile staff may elect one representative each.

If a works council is established at an enterprise with less than 100 employees, the council shall consist of up to three representatives from the management. The workers shall elect two, one of whom shall be the chairman of the committee of shop stewards, and the supervisors, technical staff and mercantile staff may elect one joint representative.

If there is only one representative from the management, that representative may have a personal secretary who takes part in council meetings, but without the rights that pertain to council members.

§ 12-3 Elections and voting rights

Representatives from the employees shall be elected by written secret ballot within the individual groups under the direction and control of the shop stewards for the particular group.

If those entitled to vote in one group belong to more than one union, their shop stewards shall confer about the matter of calling and conducting the meeting. If they fail to agree, this shall be reported to LO and NHO who jointly decide how the election is to be arranged. Elections shall be arranged so that all who are entitled to vote can take part.

All employees are entitled to vote, with the exception of the members of senior management.

§ 12-4 Terms of office

Elections shall be held before the end of February and those elected shall take office immediately. The term of office is two years for those who are not ex officio members.

When a works council is established for the first time, it commences to function immediately after the election.

Members may be re-elected.

§ 12-5 Members of the council

Members of the council should be over 20 years of age and be elected from among those who are recognized as competent employees and who whenever possible have worked in the enterprise for the past 2 years.

A member of the council who is transferred to a post in another group than the one by which he or she was elected or who leaves his/her employment at the enterprise, shall cease to function as a member of the council and be replaced by the deputy member. The provisions in §§ 6-10 and 6-11 in Part A apply correspondingly to elected members of the works council.

§ 12-6 Chairmanship of the council

The council shall have a chairman and a secretary elected from among its members for one year at a time.

The chairman shall be elected alternately by management and the employee representatives, unless otherwise agreed between the parties.

When a representative of the management is chairman, an employee representative shall be secretary, and vice versa.

The deputies shall be elected from the same groups as the chairman and the secretary.

§ 12-7 Meetings of the council

Council meetings shall be held at least once a month unless otherwise agreed between the parties. The agenda and documents enclosed therewith shall be prepared by the chairman and the secretary and distributed at least three days before the meeting.

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

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

§ 12-8 Works council activities

The main task of the works council is, through cooperation, to work for the most efficient production possible and for the maximum well-being for 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, handle the following areas of work that otherwise would pertain to the works council. A practical division of work must be arranged if both councils are maintained. The fields of activity are:

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

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

Matters of material importance for the employees and their working conditions related to the activities of the enterprise, substantial investments, changes in systems and methods of production, quality, product development, plans for expansions, reductions or restructuring, shall be submitted to the council for its opinion before any decision is made.

Reports on the activities of the enterprise and any existing plans for operations in the immediate future.

Such reports shall be provided and discussions shall take place at the earliest opportunity, to enable the council to deliver its opinions soon enough to influence the final decision.

If matters as mentioned in this section are to be dealt with by the board of directors or the corporate assembly of the enterprise, the council's statement 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 providing information, it shall promote understanding of the great importance rationalization has for the community and for the enterprise.

The council has the authority and the responsibility to establish such general guidelines as its members may agree on concerning vocational training for the employees of the enterprise. The same applies to guidelines for new employees. Moreover the works council can constitute a forum for the employees' active participation in general educational issues.

Within a fixed budgetary limit, the management may give the council authority and responsibility for implementing safety measures. This does not limit the decision-making powers of the working environment committee under the Working Environment Act.

Within a fixed budgetary limit, the management may 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

first meeting after a decision has been made.

When the matters referred to in sections 2 through 9 of this paragraph are being discussed, information given by the enterprise shall be kept absolutely secret to the extent enjoined by the management.

The works council 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 departmental councils in matters which can be decided at departmental level.

§ 12-9 Minutes

Minutes shall be kept of council meetings.

When votes are taken, both majority and minority standpoints shall be recorded.

Transcripts of the minutes shall be distributed to the management, the members of works and working environment councils, and to shop stewards for employees who are not represented on the councils. The central organizations may request reports on the council's work.

The council shall keep employees informed of the results of its work so that it promotes interest in cooperation.

§ 12-10 Questions concerning wages and working hours

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

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

§ 12-11 Composition of the joint works and working environment council. Elections and terms of office.

The joint works and working environment council shall be composed partly of persons elected according to the rules in §§ 12-2 through 12-5, partly of persons elected according to the rules of the Working Environment Act and the Regulations concerning safety delegates and working environment committees.

The council shall commence its functions immediately after the elections in accordance with the Working Environment Act.

§ 12-12 Chairmanship of the joint works and working environment council.

The chairman shall be elected according to the rules in the Regulations relating to safety delegates and working environment committees.

The secretary shall be elected from among the council members for one year at a time. When the chairman is a management representative the secretary shall be an employee representative, and vice versa.

When the council is dealing with working environment matters, only members

elected in accordance with the Regulations relating to safety delegates and working environment committees (safety and health personnel excepted) are entitled to vote.

§ 12-13 Meetings of the joint works and working environment council

Meetings to deal with environmental matters shall be held at least four times a year. Such meetings shall also be held whenever so requested by any two members elected according to the Regulations relating to safety delegates and working environment committees.

For particulars concerning meetings to deal with other matters and proposals concerning matters which council members wish to have discussed, see § 12-7.

CHAPTER XIII DEPARTMENTAL COUNCILS

For building/construction:

Replace departmental councils by site councils.

Replace department by building/construction site.

§ 13-1 Establishment

Departmental councils should be established in enterprises having over 200 employees and independent departments under own management with authority to make decisions on matters concerning the department.

Departmental councils should also be established in smaller enterprises with independent departments as described in the preceding paragraph, if these are scattered geographically or other reasons make it natural.

§ 13-2 Composition, elections, voting rights, etc.

The parties at the enterprises can make agreements on the composition of departmental councils, elections and voting rights, terms of office and chairmanship. However, one member appointed by the management of the department, the department's senior shop steward, and one member appointed by the department's supervisors shall be ex officio members of the council.

Other department representatives should be called to meetings depending on the matters to be discussed.

§ 13-3 Activities

Departmental councils may deal with the matters mentioned in §12-8 when they only concern the department. In particular, the councils should deal with matters of rationalization, matters relating to the daily operations and plans for the department's development. A departmental council shall deal with matters submitted to it by the management or the works council. §12-10 applies corres-

pondingly.

Whenever possible matters should be dealt with on the basis of written material, production plans and budgets used by the department management.

Councils should be allowed an opportunity to put forward proposals during the preparation of plans or budgets for the department.

When authorized by the management or the works council, the council may make decisions in matters which only concern the department and on which the members of the council are agreed.

The council advises the management of the department and reports directly to it.

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

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

§ 13-4 Meetings

Meetings shall be held at least once a month unless the ex officio members agree otherwise.

The rules in §12-7 concerning agenda and in §12-9 concerning minutes, reports and information to employees, shall apply correspondingly.

CHAPTER XIV COMMITTEES IN GROUPS OF COMPANIES

The parties agree that there is a need to discuss on a group basis the matters referred to in Chapter IX and §12-8 of the Basic Agreement. With the assistance of the unions the local parties shall seek to establish suitable forms of cooperation. Such cooperation shall be organized either by

- a) establishing a coordinating shop steward committee in groups having enterprises that use a joint collective agreement. This committee shall discuss with representatives for the managements of the group and the enterprise, and shall consist of the chairmen of the local shop steward committees; 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 managements of the group and the enterprise to discuss the matters referred to in §12-8 which are of common interest. Such meetings shall take place at least once a year; or
- c) finding other corresponding forms of cooperation.

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

If the parties fail to agree, the matter may be submitted to the central organizations for final decision.

For time spent on discussions pursuant to items a) to c) above and according to the entry in the minutes inserted below, shop stewards shall be paid remuneration as provided for in § 6-8. If travelling is necessary in connection with such discussions, travelling expenses and subsistence allowance shall be paid by the group at agreed rates.

NHO and LO are agreed that there is also a need for systems for contact and cooperation in companies or groups with operations in several countries. It is known that some groups have established transborder systems adapted to the structure and needs of the particular group of companies.

If EU's work to establish a common platform for European works councils results in EU legislation or European framework agreements, the parties are prepared to negotiate concerning the necessary adjustments of the Basic Agreement.

Note:

In this connection «group» means:

An amalgamation of legally and/or administratively independent units (e.g. limited companies and/or divisions) which financially and in part also administratively and commercially form one unit.

See also the definition of «group» in paragraph 1-2 of the Act relating to companies and partnerships.

Entered in the minutes:

A group may be organized in such a way that important decisions are not made by either the group management or the management of the local enterprise, but by an agency between them, for instance at divisional level. The purpose of the provisions relating to group committees is to ensure that employees through their representatives can discuss questions of importance to them with the management. The parties make the assumption that, if decisions of material importance for the employees and their working conditions are made by such an agency, an arrangement will be established whereby the said purposes can be achieved, for instance by meetings between the management of that agency and the chairmen of the committees of shop stewards in the enterprises concerned for discussing the matter in question.

CHAPTER XV INFORMATION MEETINGS AND COMPANY CONFERENCES

Once a year, information meetings should be held for the employees of an enterprise or its separate departments, at which the management gives a general briefing on the position and future prospects of the enterprise. Information meetings

may be held more frequently if the works council so desires.

Subject to agreement between the chairman and the secretary of the works council, members of the works council and the departmental committees shall be called to attend a works conference at which the management presents information concerning the status of the enterprise and the tasks ahead, and the further work of the councils is discussed.

CHAPTER XVI DEVELOPMENT OF COMPETENCE

§ 16-1 Introduction

NHO and LO recognize how highly important wider education is for the individual, for development of the enterprise, and for the community as a whole. This applies to general education, vocational training, adult education, advanced studies and rehabilitation.

Therefore the parties wish to emphasize the great value that lies in stimulating employees to increase their knowledge and improve their competence. They attach great weight to planned education and training for employees, within the enterprise itself or at outside educational establishments.

§ 16-2 Supplementary studies and further education

Supplementary studies and further education are especially important as means of developing the competitive ability of the enterprise. At all stages of the value chain the right competence is necessary to enable the enterprise to receive and utilize new knowledge. Development of competence through supplementary studies and further education must be based on the present and future needs of the enterprise, taking as a starting point the targets set by the enterprise for its operations.

«Supplementary studies» refers to maintaining competence for a position already held, while «further education» refers to qualifying for new and more demanding tasks within the enterprise. Both supplementary studies and further education will benefit the enterprise as well as the individual employee and they must therefore accept responsibility for developing such competence.

§ 16-3 Ways and means

Each enterprise must present its objectives for future development as a basis for charting the competence needed. The enterprise in cooperation with the employees, is responsible for charting and initiating possible measures. The charting must normally be updated once a year. If there is a gap between existing competence at the enterprise and future needs, this should be covered by appropriate training measures or other means. The costs of supplementary and further education corresponding to the needs of the enterprise must be borne by

the enterprise.

Responsibility for ensuring that any competence gap is covered satisfactorily rests with the enterprise and all its employees.

CHAPTER XVII THE PARTIES' RESPONSIBILITY FOR FOLLOWING UP THE COOPERATION AGREEMENT

The central organizations are jointly responsible for providing information and guidance in application of the cooperation agreement in the enterprises.

The joint responsibility for following up the cooperation rules shall be directed by the board referred to in Chapter XVIII. When so requested by the parties at the individual enterprise, the organizations shall assist with advice and guidance in establishing cooperating bodies and in the further development of these bodies as suitable means for cooperation within the enterprise.

Through information, training and exchange of experiences, the organizations jointly shall spread knowledge of the cooperation agreement and how it contribute in the development of the enterprises.

CHAPTER XVIII JOINT ACTIVITIES OF THE ORGANIZATIONS - COOPERATION AND DEVELOPMENT

1. Joint cooperation measures and enterprise development measures shall be directed by a board. This comprises measures pursuant to the Basic Agreement, Chapter IX, § 9,1, Part B, and Supplementary Agreement I, and other measures upon which the parties have agreed.
2. The composition of the board and the number of members shall be determined by discussion between LO and NHO. An equal number of members shall be appointed from each of them. A council shall be appointed by LO and NHO to support the board.
3. The board shall call yearly meetings of representatives from LO and NHO and from affiliated organizations to discuss developments, results and plans.
4. The necessary secretariat will be established by the organizations jointly.
5. Joint measures effected in accordance with these rules shall be financed 50% by LO and 50% by NHO.

PART C
SUPPLEMENTARY AGREEMENTS

The following supplementary agreements apply in addition to the provisions of the Basic Agreement (and are appended to it as annexes):

- I. Enterprise development.
- II. General agreement on technological development and computer-based systems.
- III. Guidelines for the use of time and motion studies.
- IV. General agreement on systematic job evaluation as a basis for determining differentiated wages.
- V. Control measures in enterprises.
- VI. General agreement between the Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) on equal status of men and women in working life.
- VII. Abolished.
- VIII. Agreement between the Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) on training in safety and environmental work.
- IX. Joint declaration on part-time work.

Oslo, 29 December 1993

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SUPPLEMENTARY AGREEMENT I ENTERPRISE DEVELOPMENT

Objectives and obligations

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

The objective of enterprise development is added value creation with the broad participation of the employees of the enterprise. Together the unions and national associations will draw up action plans for how the agreement shall be implemented. The central organizations' joint measures for enterprise development (pursuant to Chapter XVII) 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 development efforts in the enterprise

Questions of developing the organization of the enterprise which will give each employee co-determination and co-influence, shall be central elements of the projects. The same applies to matters which give the employees co-determination and influence in the value creating process in the enterprise. Importance shall be attached to equal status for men and women.

- The development measures shall be anchored in the enterprise's strategy and business concept.
- Development work shall be organized so that as many as possible of the persons affected are engaged in the planning and implementation of specific measures.
- Proposals for measures shall be prepared in close cooperation between the parties to the agreement in the enterprise and shall be discussed in committees under the agreement. The measures shall be implemented in practical cooperation between the management, the shop stewards and the employees.

Financial support

A financial support scheme will be established by the organizations in order to encourage the starting of development measures.

Financial support will primarily be granted for development programmes in which several enterprises participate and which are carried out under the management of the branch organizations. Financial support may also be granted to individual enterprises, groups of companies, regions or other groups of enterprises. The board will formulate the strategy and guidelines for support, but the measures for which support may be sought are in general as follows:

- conferences which are an element of development projects, to chart problems, develop ideas, plans and measures or exchange information
- project employees who can work full or part time as coordinator, driving force or supervisor for the development work.

Control and organization

The joint 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

The Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) agree that this general agreement shall form the basis for the planning, introduction and use of technology and computer-based systems. The general agreement is based on and does not entail any 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 term «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. «Personal data» means all data that by means of a name or other identification code can be traced back to particular persons employed at an individual enterprise.

It is further the intention that, in addition to computer-based systems, the agreement shall apply also to technological changes on a significant scale and in those cases where the changes are important to the employees and their conditions of employment. Disputes concerning interpretation of this agreement shall be dealt with according to § 2-3 of the Basic Agreement.

Exploitation of new technological opportunities in the form of equipment and systems can be decisive for the development and the existence of an enterprise. New solutions and systems can affect the workplaces and working conditions of the employees. This being the case, it is important not to consider new technology solely 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. The overall view shall include organizational changes, employment, information routines, human

contacts, equality of the sexes, etc.

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

II. Information

The enterprise shall keep the employees informed through their shop stewards of circumstances within the scope of this agreement, so that shop stewards can forward their views as early as possible and before the decisions of the enterprise are implemented, cf. subsection 3 of §12 of the Working Environment Act. When information is given at meetings, the central organizations recommend that minutes be kept and signed by both parties. This information shall include any long-term plans and pilot projects the enterprise may have. In other respects, see § 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 afford them insight into and understanding of the main features of the systems they themselves use or are affected by, and to enable them to understand the importance use of such systems has not only for the enterprise but also for the employees and their job situation.

Enterprises planning for and beginning to use computer systems shall clearly define the area of use. Systems shall only be used for other purposes after discussion with shop stewards.

III. Participation

When the parties agree to engage in work in the form of projects, real influence should be ensured not only for shop stewards, but also for representatives of the employees directly concerned. The central organizations recommend that as far as practicable all employees whom the projects directly concern should be engaged in work on them.

This is desirable not only in order to take advantage of the knowledge available at all levels of the organization, but also to ensure that the employees through their elected representatives can influence the design, introduction and use of the 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 the shop stewards.

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

field if necessary. Unless otherwise agreed in advance, the cost of 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 plans for the work, working conditions and management routines.

Training and retraining needs shall be clearly defined.

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

IV. Shop Stewards

If the employees of an individual enterprise so desire, they may elect a special shop steward (computer shop steward) to safeguard their interests and cooperate with the enterprise within the sector covered by this agreement. The computer shop stewards may 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 shop steward may be appointed by agreement with the enterprise. It is recommended that they form a working group and that the necessary time be placed at their disposal.

It is a prerequisite that shop stewards be given the opportunity to acquaint themselves with general issues relating to the influence of new technology on conditions affecting employees.

Shop stewards shall have access to all documentation on hardware and software within the scope of this agreement. In connection with their engagement within the scope of the agreement, the shop stewards shall on the basis of their special qualifications be at the disposal of employees and other shop stewards.

Shop stewards and employees participating in specific projects shall have access to all necessary documentation within the project area.

V. Training

The central organizations emphasize the importance of making active use of systematic training in connection with the use of new technology. It is recommended that the parties at the individual enterprise discuss training needs at an early planning stage. The enterprise shall ensure that shop stewards receive the training necessary to enable them to perform their duties satisfactorily.

In consultation with the shop stewards the enterprise 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 work on systems and project management that are sufficient to equip them with the competence they need to be

able to take active part in designing the system, cf. §12,3 of the Working Environment Act.

The nature and scale of the training shall be assessed according to the needs of the individual enterprise. The assessment shall comprise general training of an informative nature 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. Training may be provided internally, by use of external training courses or a combination of both, depending on circumstances at the individual enterprise.

VI. Storage and use of personal data

Concerning storage and use of personal data, reference is made to the Act relating to Personal Data Registers, etc. and the Regulations issued pursuant thereto. Personal data shall not be compiled, stored, processed or used except when there is due reason for doing so having regard to operation of the enterprise. Each enterprise shall establish which kinds of personal data shall be compiled, stored, processed and used by means of computer equipment.

Instructions governing the storage and use of personal data shall be prepared at each enterprise in collaboration with the shop stewards.

If agreement is not reached, the matter may be submitted to the central organizations.

VII. Modes of cooperation and special local agreements

The parties at the individual enterprise should themselves attempt to find 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 if requested by one of the parties.

If agreement is not reached, either party may take the matter up with the central organizations. The central organizations undertake to attempt, with the cooperation of the parties at the enterprise, to find 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 the agreement known to the employees.

SUPPLEMENTARY AGREEMENT III GUIDELINES FOR USE OF TIME AND MOTION STUDIES

I.

With reference to §12-8 of Part B of the Basic Agreement - the Cooperation Agreement - which states that the works council 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 time and motion studies as a means of rationalization and of determining piecework rates.

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

Pay for standard performance shall be as established in the collective agreement or special agreement. It is prerequisite that during time and motion studies all parties contribute loyally towards achieving correct results. Studies may not be used to reduce the potential earnings of employees during the collective agreement period unless the collective agreement or a special agreement permits revision.

II.

Before time and motion studies are introduced, the management shall contact the shop stewards and the works council to inform them of and discuss the measures envisaged.

The employees shall elect one or more time and motion study shop stewards, depending on the nature and size of the enterprise and the study techniques to be employed. These shop stewards shall be the employees' experts on time and motion studies and should not at the same time hold positions of trust as regular negotiators. Those elected should have technical insight and an interest in time and motion studies. The normal provisions of the Basic Agreement also apply to time and motion study shop stewards. The term of office shall be 2 years. The period should be extended unless there are material grounds for making a change. If the parties agree, new elections may be held after a shorter period. If possible, the acting time and motion study representative should continue until a new one has been trained and can take over.

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

In the event of in-house training, the enterprise shall also ensure that the level of theoretical and practical knowledge these shop stewards need to be able to understand and evaluate submitted study material and carry out control studies, is maintained.

During training periods and while employed as such, time and motion study shop stewards shall be paid regular average earnings.

In the exercise of their functions, both employer and employee time and motion study representatives should be impartial and objective.

III.

In general, time and motion studies comprise:

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

According to their purpose, the various kinds of studies will be used separately or in combination. Method and extra-time studies shall be carried out before possible 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 working method used with a view to simplification and improvements and to establishing the most economical way of performing an operation. In connection with such studies, the person carrying them out shall consult the employees concerned so that they can contribute with their knowledge and experience towards achieving the best possible result.
2. Extra-time studies have various objects, such as: registering all extra time used at a workplace or in a department with a view to making improvements and determining necessary additions. Such additions are divided into the following categories: additional operating time and distribution time, time for personal needs, time for rest.
 - a. Additional operating time and distribution time mean the time added to the basic time that must be allowed in view of conditions which can not be appreciably influenced by the employee and which relate to the workpiece, workplace, machinery, tools, etc. 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 operator must have 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 extra 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 necessitate allowing special rest breaks. Rest breaks may for instance be given in connection with especially heavy 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. Possible 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 representative of the enterprise in consultation with the employees' time and motion shop stewards.

3. Basic time studies are carried out to find out how much time an employee of average skill and standard performance spends on an 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 - if necessary - can 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 time and motion 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, with pay 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

organizations or in a special agreement at the enterprise.

4. Piecework proposals based on standard time systems may 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 collective agreements.
2. Employees who so wish 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 time and motion study representative of the enterprise and the time and motion study shop steward shall go through the study material as soon as possible and carry out any necessary control studies together. If agreement on piecework rates is still not reached, the normal provisions in the agreement concerning piecework rate negotiations and disputes shall apply.
5. If agreement is not reached on piecework rates, the central organizations recommend that the enterprise's proposals be adopted provisionally. The final result shall apply retroactively with effect from the date the provisional piecework rates were adopted.
6. All existing piecework rates 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.

VI.

Mutual obligations

1. Earnings above normal piecework earnings based on agreements established as a result of time and motion studies do not carry the right to reduce piecework rates when the extra earnings are due to skill and industry over and above standard performance.
2. It is presumed that the individual employee will do the best to make the most of the potential earnings embodied in piecework rate agreements based on

time and motion studies.

VII.

Basis for changing piecework rates based on time and motion studies

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

1. General raising or lowering of wage levels following revision of collective agreements.
2. Changes in methods, machines, workplaces or materials.
3. Changes in the general level of rationalization of the enterprise (department), leading among other things to changes in extra 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 time and motion studies

During time and motion 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 extra 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 piecework 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, due to extra time studies or method studies are prevented 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 an appropriate special agreement - provided that the work during such periods is done at normal piecework speed.

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 DIFFERENTIATED WAGES

I.

NHO and LO agree that wage systems based on job evaluation may be introduced in individual enterprises and industries whenever the parties so desire.

Job evaluation shall be carried out according to the guidelines below. The purpose of job evaluation is to arrive at a basis for differentiated rates of pay. The various jobs will be analyzed 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 performed.

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 to determine 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 the enterprise, the management shall contact the employees' shop stewards and if appropriate the works council or the works/working environment council 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 may be requested to provide assistance in connection with information activities and implementation of the scheme.

IV.

Job description

A job description is 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, cooperating 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 may 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 training and 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 acts as its chairman. He or she shall set up the working timetable for the committee and see that it is adhered to.

The committee shall base its evaluation on job descriptions, on-site observation of the particular job 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, these 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 may not be submitted to any board of appeal, but at the request of either party consultative advice may be sought from the rationalization offices of the central organizations. 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,
3. re-evaluating jobs which have changed.

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

VII.

Conversion to money

When the job evaluation results are known, the local parties shall, in cooperation with their respective organizations, enter into negotiations concerning division

into wage groups and 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 the various groups will vary from one enterprise to another, 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. The negotiating parties at the enterprise 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 is no longer correct, it shall be changed accordingly and submitted to the evaluation committee. If the committee arrives at a new evaluation, this shall be converted to a wage group in the usual way.
4. The individual employee may if he or she so wishes see the evaluation of the job he or she does.
5. The committee of shop stewards shall always have an updated copy of the job descriptions and evaluations.
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 may remain in use or be introduced when so permitted by the provisions of the collective agreement.

IX.

Disputes concerning interpretation of this agreement which are not resolved by negotiations between the central organizations shall be brought before the Labour Court unless the parties agree on arbitration. The arbitration tribunal shall in that case consist of one representative of either party and an impartial umpire.

SUPPLEMENTARY AGREEMENT V

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 operations.

1. Control measures may be based on technical or economic considerations or considerations relating to health and safety, as well as on other social and organizational conditions in the enterprise. The measures introduced shall not be broader in scope than necessary and must be objectively justified in the activities and needs of the individual 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 of or significant changes in 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 makes its decision.
4. Before measures are implemented, the employees shall have been informed of the purpose and practical consequences of the measures. The management and the shop stewards shall separately and jointly contribute to provide the employees with necessary information.
5. In so far as control measures are to include the storage and use of personal information (pictures/films, text, 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 thereto. For the purpose of controls, personal information may only be handed over in accordance with the provisions governing disclosure of information in the said Act and Regulations.
6. Control measures designed and adopted in accordance with the provisions in this agreement may 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, local agreement should be sought 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 may submit the matter to the central organizations.

SUPPLEMENTARY AGREEMENT VI

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

I.

Purpose

The Confederation of Norwegian Business and Industry (NHO) and the Norwegian Federation of Trade Unions (LO) agree to work for promotion of 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, use of which is also in the interest of the enterprise.

II.

Duties of the central organizations

1. The parties emphasize the need to work systematically and purposefully towards the goal of equality between men and women in working life.
2. The parties agree that principally work to achieve equality must take place at the individual enterprise, which should adopt the forms of cooperation and organization most suited for promoting equality. A shop steward for equality may be elected in this connection, cf. the first paragraph of § 5-5 of the Basic Agreement. The local parties have a joint responsibility for implementing promotion of equality in the enterprise.
It is assumed that the central organizations and their affiliated organizations will contribute, for instance, by offering professional assistance in preparing local agreements on equality, preparing informative material, arranging courses/conferences, providing lecturers, etc.
3. It is the responsibility of the parties to work for 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 should discuss the establishment of an agreement concerning equality between men and women which is adapted to the enterprise.
2. A local agreement should include guidelines for charting conditions regarding representation of men and women, appointments, wages, training, promotion etc.
3. Disputes concerning interpretation of local agreements may be submitted to the central organizations.

IV.

The right and duty to negotiate

Disputes concerning 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 equal work and Convention no. 111 on discrimination in appointments and vocational training, as well as to the ILO Declaration concerning equality between women and men and the plan of action for implementing that declaration. The parties further refer to the Act of 9 June 1978 relating to equality of the sexes.

SUPPLEMENTARY AGREEMENT VII.

(The present Supplementary Agreement VII is revoked. The reference to Supplementary Agreement VII is removed from the first sentence in § 5-5. Supplementary Agreement VII is replaced by a new §10-11 Leave of absence for educational purposes, and a new Chapter XVI, Development of competence.)

SUPPLEMENTARY AGREEMENT VIII

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

INTRODUCTION

This agreement is based on section 29 of the Working Environment Act and the Regulations for safety delegates and working environment committees, and governs the training to be provided on the basis of these rules. Training in working environment matters is a condition for good environmental work in the enterprise. Good knowledge of working environment should exist at all levels. It is particularly important that members of working environment committees, safety delegates and foremen have the necessary knowledge enabling them to perform their functions in environmental work. Such knowledge should exist also among other persons who make decisions affecting the working environment. Therefore it is desirable that other key personnel also undergo training.

The training shall create activity and promote cooperation 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 presupposes that these committees shall play an active role in the working environment training at the enterprise. If an enterprise does not have a working environment committee, the employer and safety delegate shall jointly undertake the functions of the working environment committee under this agreement. Employers and employees shall ensure that training under this agreement is provided and carried out in such manner as is agreed upon between the parties.

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

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

1. OBJECT OF THE TRAINING

Working environment training is to provide the participants with the understanding needed for performing their functions in environmental work and for furnishing knowledge of the rights and duties of members of working environment committees, of safety delegates and employer representatives. The aim is to give the management and its employees a basis on which they themselves can

solve the working environment problems of the enterprise.

2. PERSONS TO WHOM THIS AGREEMENT APPLIES

This agreement applies to employee representatives on working environment committees, safety delegates and first-line foremen within each safety area.

3. CONTENTS AND DURATION OF 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, psychosocial factors such as mobbing and sexual harassment, and protection from accidents. Whenever possible the training shall relate to the participants' own working environment and promote cooperation with safety and health personnel.

The training material prepared by the parties jointly shall preferably be used, but other material may be employed. All personnel comprised under this agreement shall undergo basic training of a duration of not less than 40 hours. The parties in the industry concerned may agree that up to 20 hours of the training shall be directed towards the specific health and environmental problems of that industry based on teaching material which has been developed or chosen by the parties jointly. Shorter training than 40 hours may be agreed upon if the parties in the industry jointly feel that this can be done securely.

4. ADDITIONAL TRAINING

Additional training shall be provided in subjects that are of special importance to the working environment in the individual enterprise. The additional training that is necessary must i.a. be determined with regard to the particular working environment problems in the enterprise and other relevant problems such as f.i. major alterations in the production.

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

5. TRAINING PLAN FOR THE ENTERPRISE

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

The plan shall name the persons who are to undergo training, the kind of training to be furnished, the time at which it is to be provided, and the persons responsible for ensuring that training is given. The management may authorize

the working environment committee to determine how the training shall be carried out.

6. IMPLEMENTATION OF THE TRAINING

Working environment problems are best solved by active cooperation between management and employees.

The training may take place locally in cooperation between the parties at the enterprise or under the control of a union, employers' association or at training organizations.

The parties recommend that the basic training be conducted by a study leader who has undergone a study leader training programme. A course and guidance material for study leaders shall be drawn up by the parties jointly.

Safety and health personnel should be involved in the training as rescource persons.

These guidelines shall not prevent safety delegates and members of working environment committees from undergoing necessary training at courses arranged by employee organizations, see Section 29 (2) of the Working Environment Act.

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

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

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

The employer shall pay all expenses in connection with 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 spent at 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 boarding house or similar establishment, ordinary daily wages shall be paid without overtime.

8. DISPUTES

Any dispute regarding interpretation of this agreement may be brought before the central parties.

9. ENTRY INTO FORCE/TERMINATION

This agreement enters into force on 1 January 1990. Provisions governing the termination and duration of this agreement shall be the same as for the Basic Agreement.

SUPPLEMENTARY AGREEMENT IX

JOINT 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 collective agreements. The various industry and agreement areas are therefore encouraged to include provisions on part-time work in the agreements which take care of these matters.
2. In that event the agreements should contain provisions regarding 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 on these days, or employees who have reduced daily working hours.

Entered in the minutes:

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

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