THE BASIC AGREEMENT 2022-2025

Entered into: 1 January 2022
Expires: 31 December 2025

between

The Norwegian Confederation of Trade Unions

and

Virke (the Enterprise Federation of Norway)

INDEX

Ch. I PARTIES, APPLICATION AND DURATION

Art. 1-1 Parties and scope of application

This Agreement shall apply as the first part of all collective agreements established between LO and Virke.

Art. 1-2 Duration

This Agreement, which enters into force on 1 January 2022, shall remain in force until 31 December 2025 and thereafter for a further 2 - two - years at a time unless terminated by one of the parties in writing with 3 - three – months' notice.

Ch. II DEMANDS FOR THE ESTABLISHMENT OF COLLECTIVE AGREEMENTS

Art. 2-1 Demands for a collective agreement

During the term of a collective agreement LO and Virke may demand that the agreement shall apply in a member enterprise that has not been bound by the collective agreement between the organisations.

This applies equally when an enterprise bound by a collective agreement commences operations that are not covered by the existing collective agreement for that enterprise.

Art. 2-2 Requirements for demanding a collective agreement

The condition for demanding implementation of a collective agreement is that the enterprise is a member of Virke and that their employees are affiliated with LO/the requesting national union.

Establishing a collective agreement at an enterprise requires that no less than 10% of their employees in the agreement sector are affiliated with LO/the national union. Enterprises having less than 25 employees are not subject to the above rules but will usually abide by them.

Vertical industry agreements and individually applied industry agreements are excepted.

Art. 2-3 Choice of collective agreement

The demand shall apply to the existing collective agreement between LO and NHO applicable to enterprises of the same type as the enterprise in question.

The choice of collective agreement to be made applicable shall be settled by LO and Virke.

Art. 2-4 Apprentices

In cases where only apprentices and not the other employees of the enterprise are unionised in the same agreement sector, LO may demand that, in practice, the rules of the agreement be applied to

the apprentices, even if the agreement as such is not made applicable. This practice must be confirmed in writing by exchange of letters between the parties to the agreement.

Art. 2-5 Entry into force

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

In the event of a dispute regarding the choice between two or more appropriate collective agreements that are part of the same joint arrangements, the parties shall discuss whether the Basic Agreement and the Joint Action schemes shall be made applicable from the date of the demand.

If the enterprise is bound by another collective agreement at the time of affiliating with Virke, that agreement shall apply until it is terminated, unless otherwise agreed by the parties.

Art. 2-6 Interim arrangements

If a change to another collective agreement results in changes to wages and working conditions, including pensions, or differences in the conditions applicable to employees who perform the same work, an interim arrangement shall be negotiated.

Art. 2-7 Vertical agreements and organisational structures

The provisions in this section are not intended to prevent the implementation of vertical agreements/industrial relations. The parties to this Agreement would especially point up that adapting this set of agreements to the traditional collective agreements in private business and industry may create problems for enterprises having a background from the public sector.

Art. 2-8 Transitions to new collective agreements

If changes in the type of production, manner of performing the work or working conditions mean that the collective agreement in force ceases to be the most suitable for the enterprise, each of the parties may initiate negotiations for the adoption of the most logically appropriate agreement pursuant to the provisions in Art. 3-4.1. Disputes concerning which of one or more collective agreements may be made applicable shall be settled by the arbitration tribunal. Art. 2-6 applies correspondingly.

Art. 2-9 Procedures in the event of a demand for a collective agreement

Art. 2-9.1 Written notices

Demands for executing collective agreements pursuant to Art. 2-1 shall be submitted in writing by LO/the national union or Virke.

Art. 2-9.2 Time-limit for confirmation

Confirmation of the execution of the collective agreement on behalf of LO or Virke shall be tendered the other party as soon as possible and within 1 month after the demand was received.

Art. 2-9.3 Negotiations in the event of a dispute

If the demand is disputed, cf., Arts. 2-2 and. 2-3, negotiations to solve the dispute shall be conducted between LO and Virke. The party disputing the demand shall request a negotiation meeting at the same time. Unless otherwise agreed between the parties, the meeting shall be held within one month.

Minutes of the negotiations shall be taken. The parties' views shall be noted in the minutes, which shall be signed by both parties.

Art. 2-9.4 Dispute resolution

If no agreement is reached, either party is entitled to submit the dispute to the Permanent Arbitration Tribunal LO/Virke, cf. Art. 3-4. In the event, the action must be filed within two months of the date on which the minutes were signed by both parties. Except when otherwise decided by the parties to the case, failure to observe this time limit will result in the collective agreement being executed in accordance with the demand submitted.

If the enterprise upon affiliating with Virke is bound by a collective agreement under a different Basic Agreement, the central organisations may agree that the Basic Agreement (LO-Virke) shall replace the existing agreement from a date prior to the termination of said agreement.

Art. 2-10 Companies withdrawing from Virke

If an enterprise bound by a collective agreement ceases to be a member of Virke during the term of the agreement, Virke shall as soon as possible notify the national union concerned of this withdrawal and the effective date thereof. An enterprise that withdraws from Virke during the term 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 7).

Art. 2-11 List of enterprises bound by collective agreements

In the auditing year, LO and Virke shall exchange lists of enterprises bound by collective agreements as of 1 February.

Enterprises listed as bound by a collective agreement as of 1 February are included in that year's agreement negotiations unless it is apparent from the list that their membership in Virke will expire before the end of the agreement term.

For enterprises covered by a collective agreement that expires in the second semester, the corresponding date will be 2 months before the expiry date of that collective agreement.

Art. 2-12 Enterprises that no longer have any organised employees

Before expiry of the first agreement year, the national union and Virke shall conduct negotiations on whether the collective agreement shall lapse for enterprises in which LO has no members.

Ch. III FREEDOM OF ASSOCIATION, OBLIGATION TO REFRAIN FROM INDUSTRIAL ACTION AND DISPUTE RESOLUTION

Art. 3-1 Freedom of Association

LO and Virke mutually recognise employers' and employees' right to freedom of association.

LO and Virke represent broad interests in society and are therefore dedicated to representing a holistic view of society and emphasise the importance of the front runner model. Accordingly, it is desirable that both LO and Virke enjoy broad support.

For the parties to fulfil their function as central actors in society, it is vital that, during negotiations and in the event of disputes, respect is accorded the interest of the organisations and that neither party act in a manner that undermines the position of the other.

A central principle of domestic and international labour law is the right of employees and employers to organise among themselves and protect and promote their interest through collective agreements.

Art. 3-2 Obligation to refrain from industrial action

No stoppages or other industrial action shall take place where a collective agreement is in force.

Art. 3-3 Procedures for resolving disputes that concern collective agreements

Art. 3-3.1 Local negotiations

In the event of a dispute between an enterprise and its employees that concerns collective agreements, attempts shall first be made to settle the dispute by negotiations between the enterprise and the shop stewards.

Note:
By disputes that concern collective agreements is meant disagreement on the interpretation of special agreements, collective agreements, or the Basic Agreement.

Minutes shall be taken of the negotiations and shall be signed by the parties. The parties' views shall be recorded in the minutes, which shall be signed by both parties as soon as possible.

Both parties assume that negotiations in disputes will normally not be attended by more than three representatives from each party.

If no agreement is reached between the enterprise and the shop stewards, the national union and Virke, or LO and NHO, may agree to continue negotiations after summoning an authorised representative from each of the organisations.

The organisations or their subordinate bodies may not make direct contact with members of the other organisation except by agreement with the other organisation.

Art. 3-3.2 Central organisations negotiations

If no agreement is reached by negotiations pursuant to Art. 3-3.1 each of the parties may submit the dispute to the national union and Virke, or to any affiliates they may authorise.

Negotiations shall take place within 8 days after a request for negotiation has been made in writing.

Art. 3-3.3 The Labour Court

Disputes concerning the interpretation of this Basic Agreement may be brought before the Labour Court. Under this Agreement only LO and Virke 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 has been assigned to another party pursuant to Section 35 second paragraph of the Labour Disputes Act (Norway).

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

Art. 3-4 Disputes concerning demands for the establishment of collective agreements

Art. 3-4.1 The Permanent Arbitration Tribunal

The Permanent Arbitration Tribunal shall consist of one representative from LO and one from NHO and an impartial arbitrator appointed by the parties jointly. If the parties fail to agree on his/her appointment, the arbitrator shall be appointed by the National Arbitrator. The period of office for the Tribunal shall follow the duration of the Basic Agreement.

Art. 3-4.2 Decisions handed down by the Permanent Arbitration Tribunal

The Tribunal shall base its decisions on the guidelines laid down in Art. 3-4.3 If the parties agree, the Tribunal may hand down its decision on the basis of written proceedings. In the event of a choice between two or more appropriate collective agreements, the Tribunal shall decide on the merits.

If the Tribunal finds that none of the cited collective agreements are appropriate, the dispute shall be heard in accordance with Section 8, paragraphs 2 and 3 of the Labour Disputes Act.

Art. 3-4.3 Matters to be considered by the Tribunal in the choice of collective agreement

When determining the nature of an enterprise, regard must be had to its operations and working conditions and to the kind and performance of their 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 industry and operations of the enterprise.

Art. 3-4.4 Adjustment of rates of pay

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 Art. 3–3. If no agreement is reached, the dispute shall be settled by a tribunal composed as described in Art. 3-4.1 above. The same applies if the collective agreement lacks rates of pay for certain categories of employee at the enterprise, or if exceptional circumstances necessitate the inclusion of provisions not contained in the collective agreement in force.

Art. 3-4.5 Arrears of wages

If at the time an enterprise affiliates, notice of stoppage has been given in support of a demand for a collective agreement at the enterprise, or if mediation proceedings have been agreed, a tribunal may determine that all or part of the arrears of wages for work performed in the lapsed period shall be paid at the rates in force at the enterprise. If the enterprise is entering into a new collective agreement, arrears shall be paid with effect from the date of the written demand. If the enterprise is merely

revising an existing collective agreement, payment of arrears cannot take effect until the expiry date of that agreement.

Art. 3-4.6 Special benefits

If employees at an enterprise have previously enjoyed benefits that are not normally subject to regulation in collective agreements, and that were not considered when the terms and conditions of employment were established in the collective agreement, individual employees may retain such benefits for as long as they are attached to the enterprise. However, under exceptional circumstances, Virke may demand the withdrawal also of such benefits. Disputes arising in this connection that cannot be resolved by negotiations in accordance with Art. 3-3 shall be settled by the Tribunal pursuant to Art. 3-4.1.

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

Note:
Examples of benefits that are not normally regulated by collective agreements include free medicine, free schooling for children of employees, paid leave to serve in positions of public trust, and loan schemes.

Ch. IV INFORMATION, COOPERATION AND CO-DECISION

Art. 4-1 Objectives

LO and Virke agree that is it of decisive importance for good working conditions that cooperation between the representatives for the enterprise and for the trade union take place in a under rational and safe conditions. Furthermore, that conditions enable trade union stewards to efficaciously carry out their responsibilities pursuant to the Basic Agreement and the Working Environment Act as representatives for their organisation at the enterprise. A mutually correct and trusting behaviour between the enterprise representatives and the shop stewards is a decisive prerequisite for cooperation between the social partners at the enterprise.

Art. 4-1.1 Facilitating workplace cooperation and co-determination

The organisations wish to emphasise the importance of representatives for both employees and the enterprise having the best possible basis for addressing issues related to cooperation. To that end, the organisations will, within the scope of their respective jurisdictions, employ educational and training activities to enhance the ability of their representatives to carry out their responsibilities pursuant to the Basic Agreement.

LO and Virke have included provisions in the Basic Agreement that aim to facilitate cooperation between the social partners in the world of work. For the individual worker, it is of paramount importance that the reciprocal identification with the enterprise is strong and alive, and this is also a necessary condition for efficient operations. To achieve this identification, appropriate modes of consultation on common problems and mutual information about issues of interest to the enterprise and the people working there are of vital importance.

Employees shall contribute with their experience and insight through codetermination and cooperation to ensuring the financial basis for continued operations and safe and appropriate working conditions to the benefit of both the enterprise and their employees.

This entails facilitating conditions so that the employees individually and, where appropriate, through their shop stewards, can exert effective influence on the enterprise's normal operations by, inter alia, increasing efficiency, reducing operating costs, improving the enterprise's competitiveness, exploiting modern technologies, and enabling necessary reorganisation.

See also the introduction to Art. 4-6 Works councils.

Art. 4-1.2 The basis for strengthening cooperation between the social partners

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

The development of forms of co-determination and a better working environment in the enterprise will necessitate extensive decentralisation and delegation of decision-making powers within the company structure. In the specific efforts, consideration shall be given to adapting the forms of cooperation and participation in decision-making to the nature and size of the enterprise etc. The parties assume that the people participating in decision-making processes at the various levels of the enterprise are accountable not only to owners and fellow employees, but to the enterprise as a whole.

Promoting an understanding of and insight into the enterprise's financial standing and its effect on the external environment is of significant importance.

Changes to jobs, positions and organisational and managerial practices may require the support and active contribution of the rest of the organisation and may entail major or minor changes to other parts of the corporate structure as well. Consequently, representatives for the various parts of the organisation need to be involved in this development work.

The parties wish to emphasise that it is incumbent on both management, employees, and their shop stewards to take initiatives to actively support and participate in development work. The central organisations will, correspondingly, support this work through various joint and individual actions. See also Supplementary Agreement I Agreement on Enterprise Development.

Art. 4-2 Trade union representatives

Art. 4-2.1 Election of shop stewards

At each enterprise, shop stewards for organised employees shall be elected at the request of the enterprise or the employees.

The election shall take place within reasonable time.

At enterprises with up to 25 employees, two shop stewards may be elected. Enterprises with:

26	**-**	**50**	**employees**	**3**	**shop stewards**
51	-	150	employees	4	shop stewards
151	-	300	employees	5	shop stewards
301	-	500	employees	7	shop stewards

501	-	750	employees	9	shop stewards
750+			employees	11	shop stewards

The social partners at the individual enterprise may agree in writing on a larger number of shop stewards, considering the structure and organisational form of the enterprise.

Whenever an enterprise reorganises or alters the number of employees, the number of shop stewards shall be discussed. The number of representatives shall always be commensurate with staffing levels.

The election of shop stewards may, if the parties wish, instead be organised by groups, allowing, e.g., professional groups, departments and shifts to be represented. Any group of workers, recognised as such by the local social partners, which averages at least 25 employees, will then be entitled to 1 representative on the committee of shop stewards. This applies even if the number of representatives thereby exceeds the configuration above. The election of shop stewards may also, if the parties so wish, be based on the collective agreement jurisdiction.

One of these shop stewards may be elected as competence officer in charge of professional training in agreement with management, and of trade union information activities. The enterprise shall consult the competence officer before commencing training initiatives.

Employees may also elect officers for other defined remits from among their serving shop stewards, including a productivity officer, an equality officer, and a youth officer. Said elections shall not entail increasing the total number of elected representatives.

Shop stewards elected pursuant to the Supplementary Agreement II Guidelines for the Use of Time and Work Studies, and pursuant to the Supplementary Agreement III Framework Agreement on Technological Development and Computer-based Systems are not included in the above list of shop stewards. Trade union representatives elected pursuant to the Framework Agreement shall primarily be elected within the existing representation scheme.

If the employees at an enterprise are members of various trade unions affiliated with LO, consultations may be opened with management with a view to achieving rational procedures for handling issues concerning the Framework Agreement on technological development and computer-based systems. In the same context, consultations may also be opened on the number of IT shop stewards.

The elections shall clearly and fully express the valid wish of the majority of the organised employees.

When the enterprise changes its organisational structure so that it no longer is in keeping with the established structure of workplace branches/departments, the parties shall discuss appropriate arrangements.

If more than one national union affiliated with LO have members at an enterprise, these may hold joint meetings to elect a chair of all the shop stewards. The chair may take part in all agreed negotiations pursuant to Art. 3-3.

Addendum to the minutes:
Employees organised in trade unions not affiliated with LO shall not be included in the calculation of the number of shop stewards LO is entitled to in the enterprise.

Art. 4-2.2 Eligibility

Trade union representatives shall be elected from among workers of recognized ability, with experience of and insight into working conditions at the enterprise. Whenever possible they shall have worked at the enterprise or in the company structure for the past two years.

Employees who to a considerable extent function as the employer's representative, for instance employees in such positions of 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.

Addendum to the minutes:
Employees who have been dismissed cannot be elected. This does not concern re-election.

Art. 4-2.3 Terms of office

Elections terms are one calendar year. The chair, vice-chair and secretary may be elected for two years. If the chair is absent, the vice-chair shall function as chair, or if the vice-chair is absent, the secretary shall function as chair.

Shop stewards who leave the enterprise shall cease to function as such.

Art. 4-2.4 Executive committees

In enterprises and companies with geographically separated operating units, the local social partners may agree that shop stewards may be elected by and of employees in the entire enterprise or company.

Shop stewards may elect among themselves a coordinating committee composed of a chair, a vice-chair, and a secretary, provided the number of shop stewards is minimum 3.

For industrial group works councils, please see Art. 4-8 Workplace cooperation in industrial groups.

When an enterprise is split into smaller units and the former owners have major owner interests in the new companies, employees within the same trade union jurisdiction may demand that a joint committee of stewards be appointed for a transitional period of up to six months, provided there is an organisational basis for said joint committee.

Art. 4-2.5 Notification of elections

Within eight days of an election, the enterprise shall be notified in writing of the names of those elected, identifying the chair, vice-chair, and secretary. No employee may demand recognition as an elected representative until such notice is given. Until the enterprise receives notice of new elections, those previously elected shall function as shop stewards.

Art. 4-3 Representation

Art. 4-3.1 Shop stewards' representation

Elected employee representatives at the enterprise are recognised as representatives and spokespersons for the organised employees. Shop stewards have, as do employers and persons acting on behalf of the enterprise, an obligation to do their utmost to maintain calm and satisfactory

cooperation at the workplace. This applies during work, during conferences between the enterprise and shop stewards, when giving information to own organisations, when informing colleagues, and when acting vis-a-vis the other party's central organisation.

This equally applies during the exercise of other functions as shop steward.

Shop stewards are entitled to oversee and seek amicable solutions to any grievance individual employees may have against the enterprise or the enterprise may have against individual employees.

Shop stewards may summon representatives for the affected employees and the group shop steward in matters pertaining to the industrial group.

In enterprises with one single shop steward, or if only one steward is present, said steward may bring another employee affected by the matter to negotiations with the enterprise.

Art. 4-3.2 Employer representation

When shop stewards have a matter to discuss, they shall communicate directly with the employer or their representative at the workplace.

Negotiations with shop stewards may be attended either by the employer in person or by their deputy. The employer or their deputy may summon members of the management to take part in the negotiations.

An authorised representative of the employer shall be present and available at the enterprise 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 his or her deputy. If the employer's representative wishes to consider a matter more closely and is therefore unable to make an immediate decision, an answer shall be given without undue delay.

Art. 4-3.3 Powers

Shop stewards have the right to commit the employees in matters that concern the entire workforce or groups of employees insofar as this is not precluded by a collective agreement. It is a precondition that whenever they consider it necessary, shop stewards submit questions to their fellow workers before taking a position on the matter. The enterprise is entitled to an answer without undue delay.

The representatives of the enterprise and of the workers shall be empowered to conduct genuine negotiations, cf. Arts. 4-3.1 and 4-3.2.

Art. 4-4 Trade union work

Art. 4-4.1 Time for trade union work

The organisations agree that shop stewards must be allowed the necessary time to perform their duties as shop stewards in the enterprise.

At the request of either of the social partners at the enterprise, local consultations shall be conducted concerning an agreement on the amount of time a shop steward needs to perform his or her duties as shop steward within ordinary working hours. Total time shall be adjusted to the scope of their duties. Local consultations shall be held to determine whether shop stewards' work could be eased by making

available to them a room with the necessary equipment. Whenever practicable and subject to further agreement, access should be given to similar technical office equipment as used in the enterprise. In these consultations, consideration shall be given to the size, structure, form of operations and technical nature of the enterprise, its information and communications technology equipment, the form of pay stipulated in the collective agreement, etc. If the parties fail to agree, the dispute shall be managed in accordance with Art. 3-3.

Note:
The amount of time necessary for a shop steward to perform his/her duties as a shop steward will differ between enterprises. A solution might be to agree on a time frame.

In connection with paragraphs 1 and 2 above, the local social partners may seek guidance from their organisations.

They shall ensure in advance that their immediate superiors are informed of their reason for leaving their workplaces and shall, whenever possible, inform the supervisor of the department they are entering who it is they wish to see.

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.

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

Note:
By committee of shop stewards is meant all shop stewards pursuant to the Basic Agreement.

If mergers, demergers, or major reorganisations are being planned, the shop stewards at the enterprises involved may, by agreement with the management, hold joint meetings without loss of pay.

LO and Virke agree on the importance that all unionised employees in the enterprise are informed through their shop stewards of and take part in any consideration of particularly important matters pertaining to wage and working conditions at the individual enterprise.

Whenever practical, the local social partners should try to find arrangements for holding local branch meetings without loss of pay to consider matters of material importance that require immediate attention.

Art. 4-4.2 Remuneration

Meetings within ordinary working hours

No deductions shall be made for time spent by shop stewards on agreed negotiation meetings pursuant to Art. 3-3, provided such meetings take place at the enterprise within ordinary working hours.

Meetings outside of regular working hours

Meetings pursuant to Art. 3-3 held during off-duty hours shall be remunerated at the ordinary wage rate.

Corresponding remuneration shall similarly be paid for time spent on safety work by safety delegates. Overtime shall be paid as stipulated in Art. 6-5 (3) of the Working Environment Act.

Time spent on trade union work outside of the agreed negotiation meetings pursuant to Art. 4-4.1 (2), shall be likewise remunerated.

Corresponding remuneration shall similarly be paid for meetings held pursuant to the Basic Agreement Art. 4-4.2 and for meetings in works councils and enterprise conferences pursuant to Art. 4-6, and for HSE committee meetings. Corresponding remuneration shall also be given if the works council agrees that it is necessary to give the chair and/or the secretary of the works council leave of absence to perform their duties.

Art. 4-4.3 Equipment etc.

Shop stewards shall be entitled to a locker and access to a telephone and suitable communications equipment, if the enterprise has such equipment, pursuant to agreement between the local partners.

In enterprises that use a working language other than Norwegian, the parties agree on the importance of shop stewards having the necessary linguistic qualifications to perform their duties as shop stewards. The local partners are encouraged to consider ways to accommodate needs that may arise for the necessary improvement of linguistic skills.

Art. 4-4.4 Meetings etc. in the trade union

Local shop stewards and employees holding elected trade union offices shall not, unless for compelling reasons, be refused leave of absence when summoned to attend meetings or negotiations by their organisations, or to take part in union courses or other informative union activities, or in union delegations.

Requests for leave of absence pursuant to the above provisions shall be addressed to the management as early as possible.

Shop stewards must give due consideration to minimising, as far as possible, adverse effects on operations and that special equipment is not interrupted in their regular operations.

In connection with employees taking unpaid leave to take part in different activities organised by their organisation, cf. paragraph 1 above, the employer and the employee's organisation may agree that the employer advances the employee's wages during the leave. This assumes that the union fully reimburses the pay and all other social costs said advances gives rise to. The wages advances shall not be included in the basis for calculating bonus, if any.

Addendum to the minutes:
LO notes that the relevant meetings and negotiations in their own national unions are:

Meetings of the National Executive Board, the National Executive Committee, Congresses, National Councils, LO Congresses, local branch Executive Committee meetings, negotiations on collective agreements, and negotiations pursuant to Art. 3-3.

Employees who are being trained for positions of trust within the trade union referred to above, shall also be given leave of absence to a reasonable extent to attend union courses or other professional informative union activities.

A corresponding right to leave applies to educational courses lasting up to one week for employee representatives on the governing bodies of the enterprise. The elected representative shall be remunerated for loss of earnings in connection with courses approved by the enterprise.

Art. 4-4.5 Trade union representatives' access to the enterprise

The coordinating committee and shop stewards elected to specific areas of responsibility shall have unimpeded access the various departments of the enterprise to the extent that it is necessary for their functioning as shop stewards.

When shop stewards from LO or the national union, and leaders in their departments that have a collective agreement with the enterprise, request access to enterprises to fulfil with their trade union duties in relation to the collective agreement, they shall be granted access subject to prior notification to the management. The above also applies to problems related to shop stewards not speaking Norwegian.

Art. 4-4.6 Breach of duties pursuant to the Basic Agreement

If a shop steward is deemed guilty of serious breach of duties under the Basic Agreement, Virke may demand of LO that he or she resigns from the office of shop steward. If LO disputes the validity of the claim, the Labour Court shall settle the matter. If a shop steward is forced to resign pursuant to this provision, a new shop steward shall immediately be elected by the employees.

If an employer representative is deemed guilty of serious breach of duties under the Basic Agreement, LO may demand of NHO that he or she resigns from the office of employer representative. This does not apply if the enterprise representative is owner of the enterprise. If Virke disputes the validity of the claim, the Labour Court shall settle the matter. If the representative is forced to resign from his/her position as enterprise representative, a new representative shall immediately be appointed by the employer, cf. Art. 4-3.2, (3).

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

Note:
Inciting to or taking part in an unlawful dispute shall be considered a serious breach of duty under the Basic Agreement.

Art. 4-4.7 Notice to leave or summary dismissal of shop stewards

Shop stewards may not be given notice to leave or be summarily dismissed without just cause.

If a shop steward is given individual notice, the period of notice shall be three months unless he/she is entitled to longer notice under the Working Environment Act or under their contract. If LO maintains that the notice to leave or summary dismissal was unwarranted, the shop steward shall not leave until the Labour Court has handed down its decision, provided the proceedings were instituted 8 weeks, at the latest, after receiving the notice of dismissal. The provisions in Arts. 15-1, and 15-3 to 15-14 and Ch 17 on notices to leave and dismissal apply correspondingly, on the understanding that if LO claims a notice to leave or dismissal does not have just cause, LO shall bring the matter directly before the Labour Court.

The special period of notice referred to above does not apply if notice is due to the shop steward's own conduct, or lack of orders. In the event of dismissal due to lack of orders, in addition to seniority and other factors that are reasonably taken into consideration, consideration shall be given to the special position of these employees in the enterprise. In all other respects, these employees enjoy no special position in the enterprise.

The parties also wish to emphasise the special position of shop stewards in the event of cutbacks, reorganization, and furloughs (cf. paragraph 2 above).

The parties agree that when an enterprise closes, it is essential for the employees concerned that a shop steward be retained for as long as possible. This similarly applies when operation of a bankrupt enterprise continues under the administrators in winding up proceedings.

Before giving a shop steward notice to leave or of summary dismissal, the employer shall discuss the matter with the other shop stewards (the committee) unless the person concerned objects or to do so might be offensive to others.

These provisions apply correspondingly to safety delegates, employee-elected members of working environment committees and of the board of directors and corporate assembly.

If an enterprise has given shop stewards or other employees notice to leave or summary dismissal during the three months immediately preceding their affiliation with Virke and it is claimed that this was due to a demand for a collective agreement, the dispute concerning reinstatement 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 reorganisation under company law if LO claims that the dismissal contravenes Art. 3-1 of the Basic Agreement.

Art. 4-4.8 Safety work

If the social partners at an enterprise with fewer than ten employees agree not to have a safety delegate, the elected shop steward may perform the functions of the safety delegate.

Safety delegates shall have unimpeded access to areas for which they are responsible. If they must leave their workplace, they shall inform their immediate superiors in advance or as soon as possible.

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

In enterprises where no working environment committees exists, cooperation between the employer and safety representatives shall include the responsibilities incumbent on safety representatives as laid down in Section 6-2 (8) second sentence of the Working Environment Act.

In enterprises where working environment committees have been established pursuant to Section 7-1 of the Working Environment Act, the management may, within specific budgetary limits, authorize the working environment 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.

The parties wish to emphasize the importance of preventive work regarding the working environment and health in the enterprises.

As to enterprises' statutory obligations to have health and safety (HSE) personnel, and as to the requirements for the professional qualifications of said personnel, reference is made to Section 3-3 of the Working Environment Act and its regulations.

The duties of the HSE personnel shall be set forth in the documentation of the enterprise in accordance with the Regulation on Systematic Health, Safety and Environmental Work in Enterprises (Internal Control Regulation).

Art. 4-5 Local workplace cooperation

Art. 4-5.1 Information

Shop stewards shall, at the earliest possible opportunity, through a meeting with all employees or through postings, be informed of matters concerning the enterprise that management wants to communicate to all staff.

Recruitment

As soon as possible, and at the latest at entry into employment, the enterprise shall provide the executive committee and shop stewards in the appropriate departments with information concerning new employees and identify shop stewards to the new employees. The new employees shall be introduced to the chair of the committee or the group shop steward, if a group shop steward has been elected.

At large places of work new employees shall, at suitable intervals, be invited to attend introductory meetings at which management and shop stewards present information concerning the enterprise and the organisations of the social partners. These meetings should not take place too long after new engagements. Also, at smaller places of work, management and shop stewards should collaborate in giving new employees such information.

Transfer of ownership of limited companies

In the event of change in ownership of limited companies, shop stewards shall be informed without delay when management has definite information concerning the transfer, 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 one-third of the share capital or shares representing more than one-third of the votes.

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

Addendum to the minutes:
The parties wish to emphasise the importance of applying the provisions in this Article on information and workplace cooperation in the event of changes to the limited company's ownership.

Art. 4-5.2 Consultation

a) Management and shop stewards (the committee) shall discuss:

- Ordinary wage and working conditions at the enterprise.
- Matters pertaining to the financial and operational conditions and development of the enterprises.
- Matters that are directly connected to their place of work and daily operations.

These consultations shall be held as early as possible and at least once a month unless otherwise agreed and, in any case, at the request of shop stewards.

In respect of plans for expanding operations, cutbacks, and reorganization that could have substantial impact on the employment in more than one enterprise in a single industrial group, please see Art. 4-8 Workplace cooperation in industrial groups.

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

– Employment issues, including plans for expanding and reducing operations.
– Mergers, de-mergers, complete or partial plant closures and reorganization of the legal form of the business.

Shop stewards shall be informed of the cause and the legal, financial, and work-related consequences this is expected to entail for employees.

Management shall provide for a meeting between shop stewards and the new owners concerning the transfer and whether the collective agreement shall continue to apply.

If the enterprise is considering closing down, the possibility of continuing operations, including whether the employees wish to take over the business, shall be discussed with the shop stewards (the executive committee).

Addendum to the minutes:
Discussions taking place pursuant to b) may be combined with meetings mentioned in Art. 4-6 Meetings of the Works Council, but this shall not interfere with shop stewards' rights pursuant to Chapter IV.

In cases where the management of the enterprise finds that the shop stewards' comments cannot be taken into consideration, the reasons for their rejection must be given. Minutes of the consultations shall be kept and signed by both parties.

In the event of a breach of the duty to inform of matters relevant to lay-offs, dismissed employees are entitled to 2 months of ordinary pay (ordinary remuneration) as of the day shop stewards were informed of the lay-offs, even if effective resignation takes place at an earlier date. If employees who are dismissed have a period of notice that expires later than 1 month before the end of a calendar month, they are entitled to at least 3 months' wages (ordinary remuneration).

Note to items a) and b):
In enterprises with departments having separate management and powers to take decisions regarding their department, the above provisions apply correspondingly to the department.

The enterprise shall, prior to taking decisions in matters that affect employees' contracts and working conditions, discuss the matter with shop stewards.

The organisations' obligations – guidance and control
It is of utmost importance for the individual enterprise that the parties to a consultation identify practical forms of codetermination and influence in line with the intentions and provisions of the corpus of collective agreements. Agreements on the implementation of such procedures may be concluded at the individual enterprise. These consultations shall be conducted at the request of either of the parties.

If, during such consultations either of the parties wishes to ask for assistance from their central organization, the request may be made bilaterally or individually. The central organisations commit to attending local consultations with advice and guidance based on the applicable set of agreements. The obligation of the central organisations to contribute to arrangements implemented at individual enterprises is based on the fundamental principles and intentions of the Basic Agreement.

Requests may be directed to the central organisations pursuant to the provisions of this Article, to the Basic Agreement and to its supplementary agreements.

Art. 4-5.3 Disclosure of accounts

The accounts of the enterprise shall be submitted to the shop stewards upon request. This likewise applies to the annual financial statement immediately after its adoption.

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

Art. 4-5.4 Contact meetings

In enterprises owned by companies and unless the parties otherwise agree, contact meetings between the Board of Directors of the enterprise and shop stewards shall be held as often as either of the parties request a meeting. The purpose of said meetings is to strengthen workplace cooperation and mutual trust by addressing matters of interest to the enterprise and their employees and to give shop stewards an opportunity to present their views directly to the owners' representatives on the Board. The managing director or his/her deputy attends the meetings, calls, and organises the meetings. These meetings shall not interfere with the normal procedures for handling disputes, cf. Art 3-4 of the Basic Agreement. Minutes of the consultations shall be kept and shall be signed by both parties.

Note:
The parties are aware that it may not always be practically feasible for all Board members and all shop stewards to attend the contact meetings, but both sides should have a representation that ensures that the purpose of the established regime is achieved.

Art. 4-5.5 Working groups, project groups and steering groups

When establishing internal working groups, project groups and steering groups that are not part of the permanent corporate organization, affected employees should, as a rule, be ensured effective influence. Shop stewards shall be ensured effective influence over said groups' composition and remit. Shop stewards shall appoint representatives from among the affected employees.

Art. 4-5.6 Breach of rules regarding information and consultations

The central organisations stress the importance of observing the Basic Agreement provisions

concerning information and consultations. The parties have therefore found it appropriate to establish rules to this effect.

Material breach of the rules concerning information and consultations pursuant to Art. 4-5 shall be dealt with according to the provisions in this Article. The same applies to shop stewards who receive confidential information and are in material breach of their duty of loyalty.

If a material breach as mentioned in paragraph 2 above is claimed to have been committed, the parties shall follow the rules of procedure set forth in Art.3–3 of the Basic Agreement, Resolution of disputes concerning the collective agreements.

If the parties have completed negotiations pursuant to Art. 3-3 of the Basic Agreement and disagree on whether any material breach as mentioned in paragraph 2 above has taken place, the organisations may, within one month after the closing of the negotiations, refer the dispute to the commission referred to below.

A commission consisting of five members shall be appointed by the parties jointly. The parties shall each appoint two members. The National Arbitrator shall appoint the chair of the commission. The rules of procedure shall be established by the commission. The commission shall reason their decision.

The decision of the commission is final.

The period of service for the commission shall be the same as the term of the Basic Agreement.

Art. 4-6 Works councils

Art. 4-6.1 Objectives

It is important that the parties at each enterprise identify appropriate forms of workplace cooperation that can contribute to realizing this objective. Chapter IV Information, workplace cooperation and codetermination, contains not only provisions on workplace cooperation that are binding on the parties; it also contains provisions intended to guide the parties at the enterprise in the organization of their cooperation. It is important that the parties at each enterprise endeavour to identify systems for workplace cooperation that, based on the particulars of their enterprise, can materialise the objectives that inform the provisions on cooperation in the Basic Agreement.

In the event of disagreement on matters that are within the remit of the works council, the council may raise the matter with Joint Actions, cf. Art. 4-7. Joint Actions will then consider the matter and seek a solution.

Furthermore, Joint Actions will draw up supplemental and guiding provisions on cooperation.

Art. 4-6.2 Establishment

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

Works councils shall also be established in enterprises with less than one hundred employees at the request of one of the parties and if the parties' central organisations agree.

Note:
LO and Virke agree that none of the organisations shall give their consent before the other has had the opportunity to state their view.

If the parties to this Agreement agree, a joint works and working environment council may be established at the individual enterprise. If so, the rules on the composition, term etc. of the work council apply, unless otherwise agreed by the parties. Delegates to the works council and the working environment council who are to take part in decisions pursuant to the Section 7-2 of the Working Environment Act shall be elected according to the rules in Chapter 3 of the Regulation on the Organization of Management and Participation.

In votes on decisions that are withing the remit of the working environment committee pursuant to Section 7-2 of the Working Environment Act, only members of the working environment group are entitled to vote. In the event of a tie, the chair shall have a casting vote. Other members of the joint works and working environment committee have the right to speak and move on matters referred to above. In all other respects, the rules on works councils apply as far as they are relevant.

Art. 4-6.3 Composition of the works council

In enterprises with between 100 and 400 employees, management may appoint up to five delegates. The employees shall have five delegates, among whom the current acting chair of the shop stewards committee shall be attend ex officio.

In enterprises with more than four hundred employees, management may appoint up to seven delegates. Employees shall have seven delegates, among whom the current acting chair and vice chair of the shop steward committee or, in their place, another member of said committee, attend ex officio.

If a works council is established at an enterprise with less than one hundred employees, the council shall consist of up to three delegates from the management and three from the employees, one of whom shall be the acting chair of the shop steward committee ex officio.

If there is only one management delegate, that delegate may have a personal secretary who takes part in council meetings, but without the rights enjoyed by council members.

Note:
LO and Virke agree that if more than one national union affiliated with LO has members at the enterprise, it might be appropriate to discuss the composition of the works councils.

Addendum to the minutes:
In enterprises with less than one hundred employees that do not have a works council, the responsibilities referred to in the provisions on works councils in this Agreement shall be jointly managed by the enterprise management and the shop stewards. Questions regarding cooperation in these enterprises may also be brought before the Joint Actions.

No-one may be elected to represent a group to which he/she does not belong.

Each group shall elect one substitute for each delegate. Each group may decide whether substitutes shall be personal successors.

Delegates appointed by the enterprise shall be persons with effective influence and thorough knowledge of all matters concerning the enterprise. Management may thus not appoint a subordinate employee as their delegate.

The parties have a clear understanding that when electing delegates and substitutes, efforts shall be made to have representation from the different areas of expertise and experience at the enterprise, to the extent that this is feasible.

Art. 4-6.4 Elections and voting rights

The management appoint their own delegates.

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

If more than one union has members in any one voting group, their shop stewards shall confer on calling and conducting the meeting. If they fail to reach an agreement, they shall refer matter to the central organisations, who shall jointly decide how the elections are to be arranged.

Elections shall be arranged so that all of those who are entitled to vote can take part. All employees are entitled to vote in elections for delegates to the works council, except members of senior management.

Art. 4-6.5 Terms of office

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

A works council established for the first time shall take office immediately after the elections.

Members may be re-elected.

Art. 4-6.6 Members of the council

Council members should be over 20 years of age and elected from among recognized and competent employees and who, whenever possible, have worked in the enterprise for the past 2 years.

A member of the council who transfers to a post in another employee group than the one by which he or she was elected or leaves his/her employment at the enterprise, shall cease to function as a member of the council and shall be replaced by the deputy member.

The provisions in Art. 4-5.6 Breach of rules regarding information and consultations equally apply to the elected members of the works council.

Art. 4-6.7 Chairing the council

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

The chair shall be elected alternately by management and employee delegates unless otherwise agreed.

When a management delegate chairs the council, the employees shall elect the secretary, and vice versa. The deputies for the chair and the secretary shall be elected from among the same groups as the chair and the secretary.

Art. 4-6.8 Works council meetings

Council shall meet at least once a month unless otherwise agreed between the parties.

The agenda and documents enclosed therewith shall be prepared by the chair and the secretary and distributed at least three days before the meeting.

Proposals concerning matters that council members wish to have discussed shall 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.

Art. 4-6.9 The works council's remit

The works council's main responsibility is to promote, through workplace cooperation, maximum efficacy in operations at the enterprise, and the best possible conditions for the wellbeing of the people working there. In enterprises with joint works councils and working environment committees, the joint council shall, in addition to the statutory responsibilities of the working environment committee, also consider the responsibilities listed below, which otherwise would be within the remit of the works council. If both bodies are maintained, the parties shall seek a practical division of labour between said bodies, having regard to the Working Environment Act and The Basic Agreement.

<u>The remit of the council includes:</u>

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

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

b) Matters of material importance for the employees and their working conditions that relate 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.

   These reports and consultations shall take place as early as possible so that the council can adopt an opinion at a sufficiently early stage for it to have an influence on the final decision.

If matters as referred to in his Article are to be considered by the Board of Directors or the corporate assembly of the enterprise, the council's opinion shall be annexed to the relevant documents, unless time constraints have impeded obtaining their opinion.
The council shall seek to achieve a healthy and correct rationalization.

Information activities shall seek to create an understanding for the significant importance to society and business of the above.

The council has the authority and responsibility to establish such general guidelines for professional training for employees as its members may agree on. The same applies to guidelines for new employees. The works council may also establish a forum for active employee codetermination in general educational and training matters.

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

d) Within a fixed budgetary limit, management may delegate the authority and responsibility for implementing social welfare actions to the council.

When the works council have expressed their opinion on a matter, the management of the enterprise shall consider the matter as soon as possible and inform the council of their decision at the first subsequent council meeting.

When the works council considers matters within their remit, information given by the enterprise shall be kept absolutely secret to the extent enjoined by management.

In enterprises with a collective agreement applicable to only a defined part of the enterprise (a separate, geographically separated department), a separate works council shall be established with powers to consider matters within the area of responsibility of the local manager.

Art. 4-6.10 Minutes and reports

Minutes shall be recorded at council meetings and shall include the views of members during votes.

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

For the council to fulfil its purpose, they shall keep as many employees as possible informed of the results it achieves in a manner that promotes interest in their work.

Joint Actions may request reports on the work of the council. The form for requesting reports should be directed to the management of the enterprise, who is obligated to ensure that the council draws up the report and forwards it to for at Joint Actions.

Art. 4-6.11 Matters relating to wages and working time

The works council shall not consider matters related to wages and working time or disputes concerning the interpretation of collective agreements or employment contracts.

They may have general consultations on working time matters and wage- and piece-work systems. The council is not authorised to adopt agreements on introducing such systems.

Art. 4-6.12 Composition and terms of office of the joint works council and working environment committee

The works council and working environment committee shall be composed in part by persons elected for a term pursuant to t Art. 4-6 of the Basic Agreement, in part by persons elected pursuant to the rules and for a term as laid out in the Working Environment act and the Regulation on Safety Representatives and Working Environment Committees.

When works councils and working environment committees are established for the first time, they shall take office immediately after elections held pursuant to the Working Environment Act.

Art. 4-6.13 Chairing the joint works council and environment committee

The chair shall be elected according to the rules in the Regulation on Safety Representatives and Working Environment Committees. Deputies shall be elected from among the same group as the chair.

When the council considers working environment matters, only members elected in accordance with the Regulation on Organisation, Management and Participation are entitled to vote (except for safety and health staff). In the event of a tie, the chair has the casting vote.

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

Art. 4-6.14 Meetings of the joint works council and working environment committee

Meetings to consider environmental matters shall be held at least four times a year. If two of the members elected pursuant to the Regulation on Safety Representatives and Working Environment Committees demand a meeting to consider environmental matters, that meeting shall be called.

In respect of meetings to consider other matters and proposals that council members wish to consider, see the above paragraph on works council meetings.

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

Art. 4-6.15 Company conferences

Whenever the chairperson and the secretary of the works council so agree, members of the works council and the departmental committees shall be convened to a company conference at which the management presents information concerning the status of the enterprise and the tasks ahead, and the further work of the council is discussed.

Art. 4-6.16 Information meetings

Information meetings shall be held at least once a year for the employees of an enterprise or its separate departments, at which the management gives a general briefing on the position and

prospects of the enterprise. Information meetings may be held more frequently at the request of the works council.

Art. 4-7 Joint Actions LO/Virke

Art. 4-7.1 Establishment

LO and Virke agree to establish Joint Actions LO-Virke.

Art. 4-7.2 Purpose

LO and Virke have a shared responsibility for information and guidance in respect of the practical implementation of the provisions on workplace cooperation at the enterprise. (Se Supplementary Agreement I Agreement on Developing the Organisation of the Enterprise Organisation.)

The shared responsibility for following up the provisions on cooperation between the parties shall be administered by Joint Actions LO-Virke as described below.

Art. 4-7.3 Remit

At the request of the parties at an enterprise, the organisations shall provide advice and guidance on the establishment of workplace cooperation bodies and the further development of said bodies as appropriate means for cooperation at the enterprise. Through information, training and sharing their experiences, the organisations shall jointly disseminate knowledge about the Basic Agreement provisions on workplace cooperation and on how the Agreement can contribute to developing the enterprise.

The parties especially emphasise the importance that smaller enterprises and their employees also benefit from the work of the Joint Actions.

Art. 4-7.4 Organisation

Joint Actions shall decide on actions to be implemented within the scope of these provisions.

Joint Actions shall contribute to optimising the work of the individual works councils. The Actions shall encourage trainings that promote cooperation and make available to the cooperation bodies at the various enterprises experiences and research results that could be of practical use to them.

Joint Actions may also take the initiative to research that they believe is of particular importance to the further development of workplace cooperation. The Council may also, in this context, take the initiative to practical pilots pursuant to agreement with the concerned enterprise.

Joint Actions shall have the authority to demand information from the parties as needed for its work. It may not, however, demand information concerning business secrets.

Once a year, Joint Actions shall convene representatives from LO and Virke and representatives from their participating organisations to discuss the development, results and plans of the enterprises.

Joint Actions shall decide on their tasks within their remit. The composition of the Council and the number of members shall be decided by LO and Virke by mutual agreement. An equal number of members shall be appointed from each.

Joint Actions shall operate within their own budget. The organisations shall jointly appoint the necessary secretariat.

The costs of the Joint Actions shall be shared equally by LO and Virke.

Art. 4-8 Workplace cooperation in industrial groups

Art. 4-8.1 Consultation within an industrial group – forms of workplace cooperation

The parties agree that there is a need to discuss at the level of industrial groups matters referred to in Art. 4-8.2 and Art. 4-6 Remit of works councils. With the assistance of the organisations, the local social partners shall seek to identify appropriate forms of local workplace cooperation. This cooperation may be implemented in one of the following ways:

a) In industrial groups with enterprises that are bound by the same collective agreement, by establishing a coordinating committee of shop stewards. The committee shall hold consultations with representatives from the group and enterprise managements, and shall be composed of the local chairs of the committees of shop stewards, or

b) By establishing a committee in which representatives from among the shop stewards for the employees and for other groups mentioned in Art. 4-6 Composition of the works council, can sit down with representatives from the group and enterprise managements and discuss matters of mutual interest referred to in Art. 4-6 Remit of the works council. These meetings shall be convened at least once a year; or by establishing other, similar forms of cooperation.

The arrangements agreed by the parties shall not interfere with the regular procedures for resolving disputes, cf. Art. 3-3.

If the parties fail to reach an agreement, the matter may be brought before the central organisations for a final decision.

For time spent on consultations pursuant to items a) - c) above and having regard to the addendum to the minutes below, shop stewards shall be remunerated as set out in Art. 4-4.2. If travel is necessary in connection with said consultations, the group shall pay a board allowance according to agreed rates, and substantiated travel expenses.

Note:
In this connection "group" means an amalgamation of legally and/or administratively independent units (e.g., limited companies and/or divisions) that financially and in part also administratively and commercially constitute one, single unit.

Addendum to the minutes:
An industrial group may be organised so that important decisions are not taken by the group management or by the local management at the enterprise, but by a body at an intermediate level, eg., at the level of a division. The purpose of the provisions on group works councils is to ensure that employees, through their representatives, can discuss with management questions that are of material importance to them. If decisions of material importance to employees and their working conditions are taken by a body as described above, it is the parties' understanding that an arrangement be agreed that safeguards the purpose stated above, e.g., that the local chairs of the committee of shop stewards at the concerned enterprises can discuss the matter with the management of the concerned body.

Art. 4-8.2 Matters relation to employment etc.

If plans for expansions, reductions or reorganisation could have material impact on employment in more than one enterprise within the group, the group management shall, as early as possible, discuss these matters with a coordinating committee of shop stewards pursuant to Art. 4-8.1, 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 consultations shall also take place on matters relating to the financial position of the group and its operations and development.

Shop stewards shall be given an opportunity to present their opinion before the group management adopts a decision. 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 consultations shall be kept and shall be signed by both parties.

Addendum to the minutes:
Having regard to the long-standing tradition developed by Norway in the field of cooperation etc between management, employees and their shop stewards in enterprises and groups, the parties are concerned that the evolution in this field, as a consequence of increasing internationalization, also be followed up in the Basic Agreement.

Art. 4-8.3 Group stewards

The central organisations agree that in groups with than two hundred employees there may be a need for a group steward arrangement. Agreements may be made that one of the shop stewards at one of the group's enterprises is elected to this position. The group steward may be elected by the group works council pursuant to Art. 4-8.1, or other systems of election may be agreed.

The group steward shall promote the interests of the employees relative to group management in matters that are dealt with a group level and that may be of significance for employees of the group as a whole. The work of the group steward shall not interfere with or take the place of the parties' rights and duties at enterprise level.

The group steward's rights and duties shall be structured according to Chapter IV of the Basic Agreement.

The group steward's other rights and duties shall be regulated by agreement with the group. This Agreement may include provisions concerning

- employment conditions, employer's liability, and pay conditions
- elections / terms of office
- employment conditions, including office space, technical equipment etc. for the group steward
- full/part-time

Group stewards shall have unimpeded access to enterprises that are part of the group to perform their duties pursuant to Art. 4-3.1.

Art. 4-9 Employees' rights and obligations

Art. 4-9.1 Personal data protection (the processing of employee's personal data) and provisions on control measures

1. Introductory provisions

The parties shall discuss at the local level the personal data of employees the enterprise may process and how the information is to be stored, used, and deleted. All personal data processing must comply with personal data protection legislation. All processing of personal data must have a legitimate purpose.

By personal data is meant information and assessments that can be traced to an individual, cf. Art 4-t1 of the General Data Protection Regulation. By collection and processing is meant the collection, registration, collation, storage, and dissemination of personal data.

The enterprise shall, in cooperation with their shop stewards, identify the personal data that may be processed and draw up guidelines for their use. If the parties fail to reach an agreement, the matter may be brought before the central organisations.

Adequate security shall be ensured in the processing of employee personal data.

2. Personal data protection and information security

If shop stewards are controllers pursuant to GDPR art. 4 nr. 7, they are also responsible that the data processing complies with the applicable data protection legislation. If shop stewards process personal data on behalf of the employer, the parties must have a data processing agreement.

If an enterprise allows shop stewards to access its computer system in the performance of their duties, a system shall be established that prevents access to the shop stewards' computerized records. The manner of establishing such a system shall be discussed between the parties. This provision does not imply any restriction of the employer's rights to maintain and operate the computer system.

3. Control measures

The parties refer to Chapter 9 of the Working Environment Act on control measures in the enterprise. Matters concerning the need for, design and implementation of, and material changes to the control measures shall be discussed with shop stewards.

The enterprise shall keep employees informed through their shop stewards of plans and work in this field, to allow them, as early as possible, to make their views known.

Control measures may have their basis in technological, financial, security and health concerns as well as other social and organisational conditions at the enterprise. Applied control measures shall not go beyond the scope needed and must be objectively justified. Employees or groups of employees shall be accorded equal treatment in the implementation of control measures.

Before measures are implemented, management and shop stewards shall separately and jointly cooperate in providing employees with information about the purpose and practical consequences of the measures, including how they are implemented and their duration.

To the extent that personal data are processed when executing control measures, questions relating to the duration of their storage, storage, deletion etc. shall be discussed with shop stewards and clarifies in compliance with the Personal Data Act and associated regulations.

The parties shall, at regular intervals, evaluate the implemented control measures. At the request of either of the social partners at an enterprise, they shall seek to establish a local agreement on the design and implementation of the internal control measures and their area of application. If they fail to reach an agreement, each of them may bring the matter before the central organisations.

Art. 4-9.2 Elective public office

Employees shall be accorded equal treatment in any deduction in pay for absence due to public service obligations.

As regards public, elective offices, please see the Local Government Act and the Working Environment Act. An employee elected to the Storting is entitled to leave of absence.

As regards other elective public offices, employees shall be granted leave of absence provided the leave does not negatively affect material business considerations. This does not apply if the duties can be performed outside of working hours.

Art. 4-9.3 Paid trade union offices

Circumstances permitting, 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 case.

Art. 4-9.4 Confidentiality obligation

Employees are bound to observe absolute secrecy concerning all business matters that they become acquainted with by reason of their duties as employees/shop stewards.

Note:
If, during negotiations, an employee in an appropriate manner provides factual information about the enterprise, this shall not be considered a breach of confidentiality.

Art. 4-9.5 The 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 the world of work or of society in general, they ought to be removed. 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 stoppages or other forms of industrial action, but any dispute shall be dealt with by the organisations in accordance with Art. 4-4.7.

Art. 4-9.6 Discussions prior to giving notice of leave or summary dismissal

Before an employer decides to give an employee notice to leave or summary dismissal, 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 in the workforce etc pursuant to Art. 4-5.2 b) shall be discussed with shop stewards.

Art. 4-9.7 Derogation of seniority rights

In the event of dismissals due to reduction in the workforce/restructuring, seniority rights may be set aside if objectively justified. In the event of reductions of the workforce, consideration shall be given, all other things being equal to seniority rights within the various agreement domains.

Employees who are moved from one professional group category to another shall maintain their seniority rights accrued from the date of their employment in the enterprise.

Art. 4-9.8 Employees with reduced capacity for work

When executing measures pursuant to Section. 4-6 (1) of the Working Environment Act, the employer shall work with the occupationally impaired person and, if he/she consents, also with shop stewards in the relevant department and, if appropriate, also with the enterprise rehabilitation committee.

Ch. V SPECIAL AGREEMENTS

Art. 5-1 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 on the parties until terminated by written notice. This shall not apply, however, if the special agreement conflicts with the collective agreement adopted by the central organisations for the enterprise.

Art. 5-2 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, in the understanding that the local social partners have negotiated prior to effectuating the termination or that negotiations have been demanded but not opened within eight days of the demand. Special agreements with specific expiry dates may be terminated with at least one month's notice before the expiry date unless otherwise agreed.

Art. 5-3 Special agreements that are valid until further notice

If it has been decided or assumed that a special agreement shall apply until further notice, it may be terminated at any time with at least one months' notice, unless otherwise agreed in a Special Agreement or a collective agreement. It is the parties' understanding that the local social partners shall have negotiated prior to effectuating the termination or that negotiations have been demanded but not opened within eight days of the demand.

Art. 5-4 Special agreements that are concurrent with the collective agreement in force at the enterprise

The provisions in Art. 5-3 do not apply if it has been agreed or assumed that a special agreement shall be valid until the collective agreement for the enterprise expires. If the parties fail agree in connection with revision of the collective agreement that the special agreement shall lapse or be amended, it shall remain in force for the duration of the collective agreement. When a special agreement entered into in writing has the same duration as the collective agreement entered into by the organisations, either of the parties may, during the term of the agreement, demand local negotiations aimed at revising the special agreement.

If the parties fail to reach an agreement, the matter may be submitted to the organisations in accordance with Art. 3–3 of the Basic Agreement. If still no agreement is 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.

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

Section 8(3) of the Labour Disputes Act likewise applies to the termination of special agreements

that are concurrent with collective agreements. The wage and working conditions that apply under the special agreement will thus remain in force for as long as negotiation and mediation for a new collective agreement are taking place.

Art. 5-5 Effects of the expiry of a special agreement

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

Ch. VI INDUSTRIAL DISPUTES

Art. 6-1 Collective notice

The parties agree that when collective agreements are being revised, or when a collective notice has been tendered pursuant to the Labour Disputes Act, the two central organisations will accept as valid the collective notice exchanged between them.

If the revision of the collective agreement is conducted as a coordinated or cartel settlement, the common expiry date for all terminated collective agreements concerned will be 1 April, irrespective of the expiry date given in the individual collective agreements and notices previously tendered, unless the parties have agreed otherwise.

Note:
The above does not apply to the HUK-agreements (health, education, and culture).

In form and content, collective notices shall comply with Sections 15 and 16 of the Labour Disputes Act and be tendered with at least 14 days' notice.

In connection with the collective notice, for each affected enterprise a list shall be set up of the number of employees at the various departments (e.g., office, shop, warehouse) that are included in the collective notice.

Concurrently with the tendering of the collective notice, at the latest, the parties shall draw up minutes of the negotiations. The minutes shall clearly state that the parties have failed to reach an agreement and give a brief description of the demands submitted and the question the parties effectively have negotiated.

Notice of stoppage (the final extent of the stoppage) shall be given with at least four days' notice and at the latest in connection with a demand that mediation be terminated in accordance with Section 25 of the Labour Disputes Act.

Likewise, notice that the industrial action will be expanded shall be given by each of the parties with at least four days' notice.

The parties agree that in connection with the exercise of the right to notify and engage in an industrial action, the exchange of lists of names, including information about trade union membership, may in some case prove necessary.

In enterprises not affiliated with Virke that are bound by collective agreements of the same nature, LO will consider notifying and effecting collective notices and stoppages proportionately to the same extent and from the same time, if practical.

In the case of enterprises that are bound by a collective agreement through a direct agreement with the national union (so-called “association agreements”, “hanging agreements” or “declaration agreements”), where the parties agree to join “the agreement in force at the time in question”, the following shall apply:

- These enterprises are covered by collective agreement revisions between the parties to the agreement, without terminating the direct agreement.
- Because of an agreement between the national union and the non-organised enterprises to join the agreement in force at the time in question, there is no need for negotiations and/or mediation between the national union and the non-organised enterprises, as negotiations/mediation between the parties to the agreement also include/concern the national union and the non-organised enterprises.
- When LO/the national union terminate the agreement, the non-organised enterprises shall be informed by way of a copy of the termination. This notice shall count as a prior termination of the collective agreement and satisfies the Labour Disputes Act requirements for launching a legal industrial dispute.
- The national union has the right to call out members in these enterprises for industrial action by tendering a collective notice of termination and, if appropriate, of stoppage pursuant to the deadlines in Chapter VI, while simultaneously tendering notice of termination/stoppage of work in the main settlement.
- All actions in non-organised enterprises cease at the same time as the industrial action in the main dispute.
- New agreements concluded between the parties to the collective agreement are applicable to the non-organised enterprises without the need for an explicit adoption.
- If the national union or the enterprise wishes to conduct an independent collective agreement revision, the direct agreement must be terminated according to the applicable rules for termination.

The position of apprentices and training candidates in industrial disputes

Apprentices on contract and training candidates on training contracts are not included in collective notices unless they are expressly mentioned in the notice exchanged between the organisations.

Apprentices and training candidates not included in the collective notice shall continue their training during the stoppage. The enterprise shall endeavour to continue to provide normal training.

If the stoppage impedes the provision of effective training, apprentices and training candidates may be furloughed with at least seven days' notice, for the duration of the stoppage.

In respect of apprentices and training candidates furloughed in accordance with the preceding paragraph, the possible extension of their period of apprenticeship/training necessitated by the stoppage shall be decided in accordance with Section 4-6 of the Education Act.

Art. 6-2 Industrial sympathy actions

The Basic Agreement provisions on the obligation to refrain from industrial actions do not restrict the right of enterprises or employees to take part in work stoppages launched to support other legal industrial disputes, provided LO or Virke have given their consent.

Before consent is given, LO and Virke shall negotiate on expanding the main industrial action.

Negotiations shall take place within four days of the submission of the demand for meetings.

Notice of work stoppages shall comply with the requirements set out in Art. 6-1.

In the event of sympathy actions at enterprises affiliated with Virke in support of employees at enterprises not affiliated with any employer's association, the notice shall be three weeks.

If LO calls a sympathy action among enterprises affiliated with Virke because of a dispute at an enterprise that is not listed as an affiliate of Virke, LO shall simultaneously call a sympathy action at comparable, non-organised enterprises, if such exist. However, the number of employees included in the sympathy action at the non-organised enterprises shall be approximately equivalent to the number of employees at the organised enterprises.

LO and Virke may agree on exceptions to this rule. LO may except state and municipal employees.

The right of LO to call sympathy strikes at enterprises affiliated with Virke in support of demands in unorganized enterprises is limited to demands that do not exceed the terms of the collective agreements between Virke and comparable enterprises.

Collective notices of termination pursuant to the rules in this Article 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 with LO. If the aim of the dispute is to protect the right of association, LO and their affiliates are entitled to give conditional notice of stoppage regardless of the number of members.

Art. 6-3 Political demonstrations

The parties mutually recognize the right to implement political demonstrations, on condition that the demonstration is not an action intended to force through changes in matters regulated under collective agreements.

Prior notice shall be given for political demonstrations. The party organizing the action shall notify the other party to the agreement as soon as circumstances permit and arrange for notifying affected union representatives and enterprises. The notice should state the time and date for the demonstration, its background and expected duration. The purpose of giving prior notice is to afford the parties concerned the time and opportunity to take precautions so that the demonstration does not interfere with the ordinary operations of the enterprise any more than is necessary.

The above provisions are not intended to alter prevailing law created through the Labour Court case law relating to political demonstrations.

Art. 6-4 Unlawful industrial disputes

Both employers and shop stewards shall ensure that obligations incumbent on the parties pursuant to the collective agreement, staff regulations and the Working Environment Act are complied with to the extent that these responsibilities are not expressly assigned to other bodies. Inciting and contributing to unlawful industrial actions are thus incompatible with the duties of employers and shop stewards.

Trade union representatives may not resign from their office in connection with unlawful actions.

Art. 6-5 Work in connection with industrial disputes

The central organisations understand that, in ample time before the collective agreement expires, the necessary agreements will be made at each enterprise or in the various sectors covered by the collective agreements to regulate conditions for the technically safe and sound closing and restarting of operations, and in respect of the necessary work to prevent hazards to life and health or substantial material damage.

Local agreements to this end are subject to approval by the direct parties to the collective agreement. If no agreement is reached in 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 agreement does not approve the local agreement, the matter may be submitted to the central organisations.

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

Ch. VII FURLOUGHS

Art. 7-1 Conditions for furloughs

Furloughs are admissible when objective reasons make them necessary for the enterprise, including industrial disputes that involve part of the staff prevent the effective employment of other employees.

Furloughs pursuant to the preceding paragraph may not last more than six months, unless the parties agree that objective reasons still exist.

In the event of furloughs, seniority rights may be set aside for objective reasons. This provision does not restrict the use of rolling furloughs.

When considering employees that may be furloughed, weight shall be given to the special responsibility for operations of the coordinating joint committee.

Art. 7-2 Obligation to consult shop stewards before giving notice of furloughs

Before giving notice of furloughs, shop stewards shall be consulted pursuant to Art. 4-5.2. Minutes of the consultations shall be taken and signed by the parties. This also applies if the enterprise, on reinstating furloughed employees, wishes to apply different rules than those applied to the furlough.

The period of notice in Art. 7–3 shall not commence until after such consultations have taken place.

Demands for negotiations because of derogation of seniority rights or because the enterprise on reinstating furloughed employees applies different rules than those applied to the furlough shall not result in the postponement of furloughs or reinstatements.

Art. 7-3 Notice of furloughs

Employees shall be given 14 days' written notice commencing at the end of the working day on which notice is given, unless shop stewards and management agree on a suitable alternative, e.g., placards posted at an easily visible place on the premises. Notice of conditional furloughs pursuant Art. 7-1 may be given through placards posted on the premises. Employees who are temporarily absent shall be notified in an appropriate manner. In the event of furloughs caused by unforeseen events as mentioned in Section 15-3 (10) 1st and 2nd sentences of the Working Environment Act, the period of notice is two days, and in the case of fire, 14 days.

The above periods of notice do not apply if the existing collective agreement or staff regulations allow for shorter notices. This also applies to staff regulations adopted before 12.31.1997.

Note:
In respect of the interpretation and application of the two-day time limit, the parties refer to the Agreement Minutes of 21 June 2021 LO and Virke.

The periods of notice also do not apply in the event of furloughs caused by industrial disputes in other enterprises or an industrial action in breach of the collective agreement at the enterprise itself. Even in these cases, however, the enterprise has an obligation to give notice when possible.

Note:
The rule in paragraph 3 only applies when the action prevents the effective employment of other employees in the same department or in other work at the enterprise.

In the event of unauthorised absences of a scope that deprives the enterprise of the possibility to employ staff in a financially rational manner in the same department or in other activities in the enterprise, said periods of notice shall not apply.

If the enterprise furloughs employees without observing the periods of notice pursuant to Art. 7-3, 1. paragraph, the employees shall receive their usual pay until the period of notice expires. Ordinary hourly rates shall be paid in the event of unforeseen events as described in Section 15-3 (10) 1st and 2nd sentences of the Working Environment Act.

Art. 7-4 Form and content of furlough notices

The notice shall state the probable length of the furlough. If that is not possible, continued furlough shall be discussed with the shop stewards within one month and each following month, unless otherwise agreed between the parties. At these consultations, the parties shall consider whether conditions warrant continued furloughs or whether it is necessary to implement dismissals.

In the event of an industrial dispute within the enterprise itself (Art. 7-3), the notice shall, as far as possible, identify the employees to be furloughed and each employee to be furloughed shall be informed of the decision as far in advance as possible.

Art. 7-5 Proof of furlough

Employees who are furloughed shall receive a written confirmation from their employer. The confirmation shall state the reason for the furlough and its probable duration. Written, unconditional notices that comply with the above requirements in respect of content shall be considered valid proof of furlough.

Art. 7-6 Interruption of furloughs

If a period of furlough is interrupted and the employee is taken in for work for a period that exceeds the period at any time in force pursuant to Section 6-4 of the Unemployment Benefit Regulation, the new furlough period shall be regarded as a new furlough for the purpose of the rules on conditions, consultations, notices etc. This does not apply to temporary replacements for other employees on authorised leaves of absence. However, in such cases the employee shall be notified as soon as possible and no later than three days prior to the expiry of the period of employment.

Note:

1. *When an employee is furloughed pursuant to the rules in Chapter 7, sickness insurance obligations continue for both the employer and the employee for as long as the legal obligation continues to exist, but only for as long as the employee is not in other work that is subject to National Security contributions.*
2. *The rules in Chapter 7 do not restrict employers' and employees' right to terminate the employment relationship pursuant to applicable rules and regulations.*
3. *In typically seasonal operations, Chapter 7 applies, unless otherwise stated in collective agreements or if other arrangements follow from established practice.*
4. *The provisions in Chapter 7 do not restrict enterprises' customary right to furlough employees because of adverse weather conditions.*

March 2022

Roger Heimli /s/	**Mille Haslund Mellbye /s/**
The Norwegian Confederation of Trade Unions	Virke (The Enterprise Federation of Norway)

Supplementary Agreement I

AGREEMENT ON DEVELOPING THE ENTERPRISE ORGANISATION

In line with the stated objectives of the Basic Agreement Arts. 4-1 and 4-6, the Joint Actions for LO and Virke shall implement actions aimed at fostering development and innovation at the individual enterprise.

Enterprise development and innovation projects may vary between enterprises. Projects shall focus on ensuring individual worker codetermination and influence also in the value creation process at the enterprise. Accordingly, actions must centre on help to self-analysis and participation in cooperation in order to engage as many employees as possible in developing their workplace and their own capacities in different areas.

The social partners at the enterprise shall facilitate and encourage active participation by both women and men in workplace cooperation on corporate development.

The principles outlined above shall constitute the framework for the Joint Actions and the organisations' efforts and commitments.

See also Art. 4-7 Organisation, paragraph 1 of the Basic Agreement.

In line with the objective laid out in Art. 4-1, the parties at the individual enterprise should of their own accord endeavour to reach a more detailed agreement on the most appropriate organizational forms and areas of development based on local conditions.

Supplementary Agreement II

GUIDELINES FOR THE USE OF TIME AND MOTION STUDIES

I. Scope of application

Virke and LO agree that the use of time and motion studies at an enterprise shall be based on this Agreement. It is a precondition that agreement is reached between the social partners at the enterprise before the studies are initiated. This Agreement does not apply to time and motion studies that do not establish a mathematical link between the results of the studies and wages.

II. General provisions

The purpose of time and motion studies is to reduce extra time, improve work methods and set the standard time for individual work operations. In this context, consideration shall be given to creating better working conditions and increasing employee satisfaction at the workplace, cf. Section. 4-2 to 4-4 of the Working Environment Act.

The parties shall cooperate in the introduction and use of time and motion studies as a means to boost rationalization and to calculate piecework rates. It is a precondition that all parties contribute in good faith to achieve correct results.

Time and motion studies may not be used to reduce the employees' earning possibilities during the term of the collective agreement unless a right of revision ensues from that agreement or from a special agreement. Standard remuneration shall be paid as set out in the collective agreement or in a special agreement.

The parties agree that this Agreement must be applied in an expedient manner that is in keeping with the organisational conditions and development strategies of the enterprise, without thereby detracting from the intentions of the Basic Agreement, cf. Art. 4-1.

Disputes concerning the interpretation of this Agreement shall be settled pursuant to Art. 3-3 of the Basic Agreement.

Management shall discuss with shop stewards any action they consider introducing before they are implemented. Consultations shall be minuted.

The employees shall elect one or more time and motion study representatives, depending on the nature and size of the enterprise and the study techniques to be employed. Those elected should have technical insight and an interest in time and motion studies. Enterprises shall ensure that time and motion study representatives receive the necessary theoretical and practical training in such studies. The enterprise shall ensure that these representatives maintain the level of theoretical and practical knowledge needed to be able to understand and evaluate submitted study material.

Training periods and time spent on fulfilling responsibilities as time and motion study representatives shall be paid at regular average earnings rates.

The representatives shall be the employees' experts on time and motion studies and should not at the same time hold other positions of trust.

The normal provisions of the Basic Agreement also apply to time and motion study representatives. Their term of office shall be two years. The term 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 incumbent time and motion study representative should continue until a new one has been trained and can take over.

Both time and motion study shop stewards and time and motion group representatives shall be objective and professional in the performance of their work.

III. In general, time and motion studies comprise studies of:

1. Methods
2. Allowances
3. Basic time

Depending on the purpose, the different forms of time and motion studies may be applied separately of in combination.

Studies of methods and allowances shall be performed before any basic time studies unless special reasons warrant proceeding differently.

1. Method studies aim at organizing the work (by examining the workplace, machinery, tools, materials, transport, working conditions) and the method of work with a view to simplification and improvements. The most economical way of performing the work shall also be established. The employees that are covered by the study shall be consulted while it is being conducted, with a view to obtaining the best possible result.

2. Allowance studies are performed to record all additional time used at a workplace or in a department, both with a view to making improvements and for determining necessary allowances (additional time).

Allowances are divided into the following categories:

a) Allowance for operational factors is extra time added to the basic time, expressed as foreseeable allowance for conditions that are mostly beyond the control of the employees and that are related to operations, workplace, machinery, tools etc. These allowances are established through studies that need to be sufficiently exhaustive to provide an objective basis for determining the allowances.
Allowances mut be determined specifically for each machine, workplace, or department.

b) Allowance for personal needs means time to cover the operator's general needs, including drinking water, going to the toilet etc. This time is normally expressed as a percentage added to the sum of the basic time and the allowance for operational factors. The personal needs allowance is determined through negotiations or pursuant to allowance studies conducted at the enterprise.

c) Allowance for rest: In addition to the allowance for operational factors and for personal needs, certain operations demand special rest allowances, e.g., extremely tiring work, extremely intense work, work over which the employee has little or no control, demanding

temperatures, or ventilation conditions, or for other reasons beyond the normal work situation in the applicable profession.

Where applicable, allowances for rest shall be granted for the operation or the part of an operation that requires time for rest and are established by the enterprise's time and motion study representatives in consultation with the employees' time and motion study stewards.

3. Basic time studies shall be conducted to determine the time an employee of average skill and standard performance spends on one operation.

   a) Standard performance is the rate maintained by an experienced employee who is familiar with the working method, tools, and machinery and who works at a good pace that can be maintained without injuring his health.

   b) During the study, the employee's performance is assessed so that the time can be adjusted up or down as needed to arrive at a standard performance.

   c) The study shall be conducted on an experienced employee. If necessary for a more reliable basis, studies may include more than one worker with experience of the operation concerned.

   d) The result of allowances, standard times and allowances for operational factors are valid for the conditions and the methods established during the studies.

IV. Calculating piecework rates

1. Standard times are established either by means of time and motion studies or by use of standard time systems.

2. The time for a task is generally determined by adding the established allowances to the standard time.

3. Piecework rates are calculated on the basis of the time allotted to the task, either as timed piecework or NOK piecework with pay for standard performance as described under one. Before basic time studies are initiated, the basis for calculation shall be agreed upon between the parties to a collective agreement or to a special agreement at the enterprise.

4. Piecework rates that are based on standard time systems shall not be implemented except by prior 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 shall be signed by the regular shop steward, except if applicable collective agreements dictate otherwise.

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 representatives of the enterprise and of the employees respectively shall go through the study material without undue delay and conduct any necessary checks together. If agreement on piecework rates is still not reached, the normal provisions in the agreement concerning piecework rate negotiations and disputes shall apply.

5. If no agreement is reached on piecework rates, the central organisations 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 current piecework rates shall be registered and filed. Each agreement shall include a detailed job description. The employee representatives shall receive copies of current piecework rate agreements (signed by management).

VI. Mutual obligations

1. Piecework remuneration exceeding normal piecework rates established through time and motion studies do not entitle the enterprise to reduce the piecework rate if the higher remuneration is due to the employee's skill and work intensity over and above the standard performance.

2. The parties assume that the individual employee seeks to exploit the opportunities for gain offered by piecework rates based on time and motion studies.

VII. Basis for changing piecework rates based on time and motion studies

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

1. Changes to wage levels following renegotiation of collective wage agreements.

2. Changes to methods, machines, workplaces, or materials.

3. Changes to the production system at the enterprise (department) that, e.g., result in changes to allowances.

4. When some piecework rates substantially predate the other rates at the enterprise.

5. Piecework rates which are evidently incorrect, arising, for instance from miscalculations. Both parties have a mutual obligation to report such mistakes if they detect them.

VIII. Pay for work performed during time and motion studies

Payments for work performed during time and motion studies shall comply with the following rules:

1. Where piecework rates have previously applied to the work being assessed, payment shall be in accordance with these rates.

2. During allowances studies and method studies, payments shall be in accordance with the normal pay system, as if the study were not being conducted. However, work paid on an hourly basis for which piecework speed is required and delivered shall be remunerated at a supplementary rate as described in item 3 of this paragraph. Employees who, because of allowances studies and method studies are unable to uphold their normal earnings, are guaranteed their average earning per hour while the studies are being conducted.

3. Where there are no piecework rates, payment during the period in which the studies are conducted shall follow the basis of calculation established in the collective agreement or in a separate agreement – provided work is performed at the normal piecework speed during the studies.

Supplementary Agreement III

FRAMEWORK AGREEMENT

ON TECHNOLOGICAL DEVELOPMENT AND COMPUTERIZED SYSTEMS

I. General provisions

LO and Virke agree that this general agreement shall form the basis for the planning, introduction and use of technology and computerized systems. The Framework Agreement is based on and does not entail any limitation to Art. 4-5.2, last paragraph, of the Basic Agreement, Obligations of the organisations – guidance and control, nor to Arts. 4-1 and 4-6.9, Works council's remit.

The parties agree that the provisions of the Agreement must be applied in a manner 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 conducting work, cf. Art. 4-9.1 of the Basic Agreement.

It is further the understood that, in addition to computerized systems, this Agreement shall also apply to technological changes on a significant scale and whenever the changes are material to employees and their conditions of employment.

Disputes concerning the interpretation of this Agreement shall be resolved pursuant to Art. 3 of the Basic Agreement.

The exploitation of new technological opportunities in the form of equipment and systems can be decisive to the development and existence of an enterprise. Innovative solutions and systems can affect the workplace and working conditions of employees. This being the case, it is important to consider innovative technology not solely from a technical or financial but also from a social point of view. The design, introduction and use of systems and new technologies shall be based on such an overall view, for instance in impact analyses. An overall view includes such considerations as organisational changes, changes to employment, information routines, human contacts etc.

The central organisations shall contribute to the development and dissemination of methods and procedures for conducting simple, easily understandable, and efficacious impact analyses.

II. Information

Enterprises shall keep employees informed through their shop stewards of events that fall within the scope of this Agreement, so that shop stewards can put their views forward as early as possible and before the decisions of enterprises are implemented, cf. Section 4-2, 1 of the Working Environment Act. If information is given at meetings, the central organisations 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. See also Art. 4-5 of the Basic Agreement.

This requirement 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 a language that people without special knowledge of the field can understand.
Moreover, management and shop stewards shall separately and jointly pay attention to providing employees with sufficient information to afford them insight into and an understanding of the main features of the systems they use or are affected by, and to enable them to understand the importance the use of such systems has not only for the enterprise but also for the employees and their job situations.

Enterprises planning for and deploying computer systems shall clearly define their areas of use. Systems shall only be used for other purposes after consultation with shop stewards.

III. Participation

When the parties agree to engage in work in the form of projects, effective influence should be ensured not only for shop stewards, but also for representatives of the employees directly concerned. The central organisations recommend that as far as is reasonably practicable, all employees directly affected by the projects directly concern should be engaged in the project work.

This is desirable not only in order to take advantage of the knowledge available at all levels of the organisation, but also to ensure that employees are able to influence the design, introduction, and use of the systems through their elected representatives. The parties assume 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.

The enterprise shall to a reasonable extent allow its expertise to be used by shop stewards in consultation with management.

By agreement with the management and through their central organisation, workers' representatives may consult outside expertise in the field if necessary.

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

Before an enterprise finally selects a system and/or technology that falls within the scope of the applicable collective agreement, the social partners at the enterprise should discuss how employees can participate in the development and/or selection of said system/technology.

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

Training and upskilling needs shall be clearly defined.

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

IV. Trade union representatives

If the employees at an individual enterprise wish, they may elect a special shop steward (computer shop steward) to safeguard their interests and cooperate with the enterprise within the scope of this

Agreement. The computer shop steward may also be appointed from among existing shop stewards, cf., Art. 4-2.1 of the Basic Agreement.

If appropriate in view of the size of the enterprise and the extent to which innovative 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 they be allowed the necessary time.

It is a prerequisite that shop stewards be given the opportunity to acquaint themselves with general issues relating to the influence of innovative 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.

Examples of such training are courses in work on systems and project management that are of a sufficiently high standard to equip them with the competence they need to be able to actively participate in designing the system, cf. Section 4-2 (1) of the Working Environment Act.

The nature and scale of the training provided shall be assessed according to the needs of each 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. Enterprises may provide the training internally or avail themselves of external training courses or use a combination of both, depending on their particular circumstances.

V. Training

The parties emphasise the importance of making active use of systematic training in connection with the deployment of innovative technology. It is recommended that the social partners at the individual enterprises discuss training needs at an early planning stage.

Enterprises shall ensure that shop stewards receive the training necessary to enable them to properly perform their duties.

In consultation with shop stewards, the enterprises shall also assess the training needs of other employees who become engaged in specific projects within the scope of the Agreement.

Examples of such training are courses in work on systems and project management that are of a sufficiently high standard to equip them with the competence they need to be able to actively participate in designing the system, cf. Section 4-2, 1 of the Working Environment Act.

The nature and scale of the training provided shall be assessed according to the needs of the enterprise. The assessment shall include general training of an informative nature to raise the general level of knowledge in the enterprise, necessary training in project and system work for those participating actively in projects, and training in the operation and use of systems and equipment. Enterprises may provide the training internally or avail themselves of external training courses or use a combination of both, depending on their particular circumstances.

VI. Storage and processing of personal data

For systems for the storage and processing of personal data, see the Personal Data Act and its

supplementary Regulations.

Personal data shall not be compiled, stored, or processed except, having regard to operation of the enterprise, for legitimate reasons. Each enterprise shall specify the types of personal data to be compiled, stored, and processed by means of computerized/electronic systems.

Instructions governing the storage and use of personal data shall be drawn up at each enterprise in cooperation with the shop stewards. If no agreement is reached, the matter may be submitted to the central organisations.

If the local social partners fail to reach an agreement, the matter may be brought before the central organisations.

Supplementary Agreement IV

AGREEMENT ON CORPORATE TRAINING IN HEALTH, SAFETY AND ENVIRONMENT (HSE) FOR SAFETY REPRESENTATIVES AND MEMBERS OF HEALTH, SAFETY, AND WORKING ENVIRONMENT COMMITTEES (AMUs)

Introduction
Solid knowledge of health, safety and environment at the workplace should exist at all levels. It is particularly important that members of working environment committees, safety delegates and supervisors have the knowledge required to be able to perform their functions in the HSE work. Of equal importance is that all staff and employees taking decisions that affect health, safety and the working environment participate in HES work.

The training shall provide a basis for stimulating workplace cooperation and participation in HSE work at the enterprise. This Agreement shall be based on the provisions of the Working Environment Act.

I. Personal scope of application

This Agreement applies to employee representatives on the working environment committee and the safety delegate within each safety area.

II. Purpose and content of the training

The training shall provide participants with knowledge about the obligations and rights they have as members of the working environment committee and as safety representatives. The objective is to provide management and employees a basis for resolving HSE issues in-house.

Employers and employees shall ensure that training pursuant to this Agreement is provided and implemented in the manner agreed by the parties.

Trainings must therefore focus on topics developed by LO and/or their affiliates and Virke in respect of established professional and pedagogical criteria, including:

– Knowledge about the different actors' role in in-house HSE work, including and with special attention to the role and responsibilities of safety representatives and the working environment committees, and HES challenges in the industry.

– Knowledge about and insight into the methodology of systematic HSE work, including risk assessment and non-conformance procedures.

– Insight into the methodology for achieving an inclusive workplace, including focus on the psychosocial working environment, workplace adjustments, and dialogue.

– Insight into, and knowledge of, relevant physical and chemical matters.

– The organisations' focus areas, if applicable.

– Opportunities for practicing on HES tasks.

III. Duration of the training

This Agreement is based on training of a duration of not less than 40 hours. Longer or shorter periods than 40 hours may be agreed upon if LO or their affiliates and Virke agree that this is justifiable. The Agreement is binding on the parties until terminated by written notice.

IV. The implementation of training

To ensure that the training is related to participants' own safety, health and working environment, LO, their affiliates and Virke are called on to issue teaching materials based on applicable rules and regulations in force and focusing on the challenges particular to the industry. The training may in part be computer-based but the total duration shall be estimated at 40 hours unless the parties agree otherwise cf. item. III. The parties shall inform each other of the course plans and content.

Training providers
The training should take place locally in cooperation between the social partners at the enterprise, under the auspices of the national union and/or Virke, or at training organisations that offer training on behalf of the parties. The training may also be provided by others possessing the necessary competence. LO/their affiliates shall express their view on the competence to be considered as relevant.

The parties recommend that the training is supervised by a training provider with pedagogic experience and knowledge. The company health service should be involved as resource persons in trainings at the local level.

V. Further training

Further raining shall be given on topics that are of particular importance to the working environment in each enterprise, cf. the Working Environment Act and supplementary regulations.

VI. Corporate plan for training

The corporate HSE plan of action shall include training pursuant to this Agreement.

VII. Deadlines, courses during and outside of working hours, course expenses

Employees within the personal scope of application of this Agreement should have commenced their basic training as soon as possible.

The training shall preferably take place during working hours. If training staff during working hours presents major difficulties for the enterprise, the training may take place outside of ordinary working hours.

Supplementary Agreement V

FRAMEWORK AGREEMENT ON PROMOTING EQUALITY AND PREVENTING DISCRIMINATION IN THE WORLD OF WORK

I. Introduction

LO and Virke have a shared goal of a world of work with equality between men and women, and jointly commit to promoting equality and preventing discrimination in the world of work. The central organisations' efforts to promote equality and prevent discrimination are based on national rules and regulations and the body of collective agreements, as well as international conventions and European directives.

The central organisations are deeply concerned that discrimination and obstacles to gender equality may be challenging in the world of work. Through this Agreement, LO and Virke wish to emphasise the responsibility of the central organisations for promoting equality and preventing discrimination in the world of work.

The parties declare that

- Promoting equality and preventing discrimination involves attitudes and norms.
- Promoting equality and preventing discrimination require cooperation between management and shop stewards.
- Promoting equality requires understanding the relationship between work, family, and society.
- Work aimed at promoting equality and preventing discrimination shall be integrated into strategic and planning documents.

The central organisations and their affiliates will support local initiatives for promoting equality and preventing discrimination at the enterprise by, inter alia, guidance, developing explanatory materials, arranging courses and conferences, and providing speakers.

II. Local activities

The onus for promoting equality and preventing is on corporate management and the Board of Directors.

LO and Virke agree that this Agreement shall inform cooperation between employees, shop stewards and local management in the enterprise's statutory work to promote equality and prevent discrimination.

Employers and shop stewards share the responsibility for promoting equality and preventing discrimination.

Employees and their shop stewards shall enjoy effective co-decision in work to promote equality. Workplace cooperation and participation must be tailored to the nature, size, effective governance structure etc. of each enterprise.

The enterprise and shop stewards shall contribute, through workplace cooperation, information, and consultation, to promoting equality and preventing discrimination on the basis of sex, pregnancy, parental leaves, adoption leaves, ethnicity, religion, philosophical outlook, disability, sexual orientation, gender identity, gender expression and any combination of the above. The parties shall, moreover, endeavour to prevent harassment, sexual harassment, and gender-based violence.

The parties shall attach special importance to actions aimed at:

- Promoting equal pay and preventing gender-based wage differences.
- Opportunities for promoting a full-time employment culture.
- Organising working hours so as to promote equality and facilitate balancing work and family life.
- Ensuring that employees are assigned on an equal footing to tasks that they are qualified for, without regard to their sex or other grounds for discrimination.
- Ensuring that employees are offered equal opportunities for promotion and development at the enterprise, without regard to their sex or other grounds for discrimination.
- Promoting more diversity at all levels of the enterprise.
- Adjusting working conditions with a view to promoting equality and preventing discrimination.
- Preventing and stopping harassment and sexual harassment.

The parties to this Agreement will not regulate its provisions in more detail, as its content is informed by rules and regulations in force at any time.

Employers and shop stewards may enter into local agreements on the organization of their cooperation. They may ask for assistance from the central organisations in drawing up local agreements.

III. The right and obligation to negotiate

Disputes concerning interpretation of this Framework Agreement and local equality agreements shall be resolved pursuant to Art. 2 of the Basic Agreement.

The LO – Virke Activity Programme on the promotion of equality and prevention of discrimination

Introduction

The Basic Agreement between LO and Virke, Supplementary Agreement V «Framework Agreement on Promoting Equality and Preventing Discrimination in the World of Work», declares that the parties have a shared goal of a world of work with equality between men and women, and jointly commit to promoting equality and preventing discrimination in the world of work.

LO and Virke (the parties) agree on a joint activity programme comprising actions in several areas to achieve these objectives:

Activity programme
The central organisations will proactively take responsibility for achieving changes, structural as well as cultural, by means of the following activities/actions:

A world of work of equality and diversity – with no discrimination

The parties will actively promote equality and diversity in the world of work, and combat discrimination based on sex, pregnancy, parental leaves, adoption leaves, ethnicity, religion, philosophical outlook, disability, sexual orientation, gender identity and any combination of the above.

– The parties will work to provide shop stewards and employers with knowledge about legislation and collective agreements relevant to the protection against discrimination, harassment, and sexual harassment.

– The parties will work to provide shop stewards and employers with knowledge about legislation and collective agreements that apply to special arrangements for employees entitled to adjustments at the workplace.

United against sexual harassment
– The central organisations will work to make actions against sexual harassment part of their daily preventive work on HSE and equality in enterprises.

– The central organisations will support local or industry-wide initiatives to prevent and stop sexual harassment.

Local agreements and projects on equality and non-discrimination
– If local social partners wish to draw up an agreement on equality and non-discrimination at an enterprise or wish to launch concrete actions aimed at promoting quality and counter discrimination, the central organisations may offer assistance and guidance.

Work – family policy
– The central organisations will work towards a parental leave scheme that promotes equality.

– The central organisations will work towards family policies that balance work and family life considerations and that aim to ensure an equitative attachment to the world of work for both parents.

Equal pay
– The central organisations will work to reduce pay differences based on sex, and follow up any action initiated during wage settlements, and provide information and guidance on wage analysis to members and shop stewards.

Full-time / parttime
– The parties will work towards a culture of full-time employment, tailored to the local parties' wishes and needs.

– The parties will work to increase awareness of and attitudes to the life-long importance of full-time employment for productivity, upskilling and income.

Equality in the choice of education and profession

– The parties will work to reduce the gender gap in the choice of education and profession.

– The parties will support local and industry-wide initiatives and projects that promote recruitment and equality of the under-represented sex.

The central organisations intend to hold annual cooperation meetings to discuss the status of their cooperation and consider concrete, joint activities for the following year.

The parties refer to the Basic Agreement between LO and Virke and its Supplementary Agreement V - Framework Agreement on Promoting Equality and Preventing Discrimination in the World of Work.

Supplementary Agreement VI

COMPETENCY ENHANCEMENT, SUPPLEMENTARY EDUCATION AND EDUCATIONAL LEAVES

I. Introduction

LO and Virke recognise the importance of increasing educational levels for individuals, corporate development, and society. This applies equally to general education, vocational education, adult education, further education, and retraining.

Accordingly, the parties underline the value of stimulating employees to increase their knowledge and enhance their competencies, and of enterprises focusing on the systematic training of their employees, through internal or external providers.

Restructurings and stiffer competition demand that enterprises strengthen their on-the-job skills development. Competitiveness requires high professional competencies at all levels. Only competitive enterprises can provide secure jobs. Training is especially important for sharpening the company's competitiveness and ability to adapt to changing circumstances.

The future of any enterprise will depend on their ability to maintain and develop the competencies of their staff. It is thus vital for the enterprise, their employees and society that businesses be highly professional.

Actions to enhance competencies may be integrated into day-to-day operations, or provided through internal and external trainings, self-studies, and conferences.

The enterprise and the individual employee carry, individually and collectively, the responsibility for competency enhancement.

The enterprise should be responsible for mapping and assessing the educational needs of their staff. This should, preferably, be conducted in consultation and cooperation between the parties.

II. Continuing and further education

Continuing and further education are key tools for developing the enterprise's competitive edge. Competency enhancement through continuing and further education must meet the enterprise's existing and future needs and focus on the goals drawn up for its operations.

Continuing education means maintaining existing competencies within the person's current position, whereas further education includes acquiring qualifications for new and qualitatively more demanding tasks at the enterprise.

III. Documenting prior learning

Enterprises are encouraged to have a system for documenting the experience, training, and on-the-job practice of their employees during the employment relationship.

IV. Educational leaves

a) If, in connection with continuing and further education pursuant to item 2 above, the need for a full-time or parttime educational leave arises, such leaves should be granted unless special reasons create obstacles.

b) An employee who has worked for at least three years and who has worked for the same employer for the past two years shall be entitled to educational leaves pursuant to Arts .12-11 and 12-14 of the Working Environment Act.

c) The consideration of requests for educational leaves shall assess all employees or groups of employees according to the same criteria. This also applies to any financial support.

d) Requests for educational leaves must be submitted as early as possible and the reply should be given within three weeks. Denials must be reasoned.

e) When a request is granted, a written agreement should be signed before the leave commences. The agreement should include, inter alia, the following:

- the duration of the leave
- the date of resumption of work at the expiry of the leave, and
- the date of resumption of work in the event that the education is not completed

If no such agreement has been concluded, the following applies:
When an employee returns to the enterprise after completing an education of a duration of up to two years, the employe, when practically feasible, is entitled to work that is of equal value to the work he/she performed before the education commenced.

Employees who have taken educational leave and who interrupt their education are entitled to return to work at the enterprise as soon as practically feasible.

Supplementary Agreement VII

CALCULATION OF WAGES, WAGES PAID THROUGH BANKS, DEDUCUTION OF UNION FEES

I. Payment of wages

1. Wages should be paid monthly, unless otherwise agreed by the parties at the enterprise. An agreement may be made for payment on account during the wage period. Transitioning to monthly wages require a transitional period. In the transitional period, the previous rules apply.

   When wages are paid monthly, it is necessary to extend the time between the date of expiry of the pay period and the date of payment. The parties to the collective agreement at enterprise should therefore endeavor to find practical solutions that satisfy this need.

   If payday falls on a bank holiday, payment shall be effective on the immediately preceding business day. The enterprise and shop stewards may agree that wage payments be made at other times.

   Before the enterprise transitions to a new pay schedule, management shall negotiate the implementation of the new schedule with shop stewards.

   Payroll employees shall on pay day receive a pay slip from their employer, stating how the wages were calculated, the gross amount, deductions, and the net amount.

2. In the event of error in the payment, the necessary adjustments may be executed in the first wage calculation following the discovery of the error. Wage deductions shall be limited to the part of the claim that exceeds the amount reasonably needed by the employee to support himself and his household, cf. Section 14-15 (2) and (3) of the Working Environment Act.

   Deductions shall, however, be limited to the amount due for maximum three months' back in time. The employee and the shop steward shall be notified before the adjustment is executed.

   In the event that the employe ought to have understood that the payment was incorrect, deductions may be made for up to maximum six months' back in time.

II. Wage payment by bank transfer

1. Wages shall be paid by bank at the request of the enterprise.

2. Systems for payroll by bank shall comply with the following rules:

2.1. The employer shall execute the statutory deductions, including tax, National Insurance premiums, and deductions that the employee and the employer have agreed in writing.

2.2. The employer's bank shall execute collective deductions and other deductions on the instruction of the enterprise or the employee. Net wages less deductions shall be credited to the employee's current account and be at his or her disposal on payday.

If the employee wants his/her current account for wages to be opened in a bank other than the employer's, this shall be arranged by the enterprise or the employee giving the bank instructions for the transfer.

2.3. The particulars of wage payment through bank transfer shall be set out in a separate agreement between the individual employer and their bank.

III. Deduction of trade union membership fees

1. The enterprise shall ensure that trade union membership fees are deducted.

2. If shop stewards submit a request for deduction of union fees at source and the enterprise does not comply, the matter may be brought before the central organisations.

Addendum to the minutes:
The parties to this Agreement assume that an arrangement will be found in which the ordinary use of a current account for wages is free of charges. If changes are implemented that violate this assumption, each of the parties may demand negotiations on the rules that shall apply. If the parties fail to reach an agreement, the provisions in clauses A and B may be terminated with 3 months' notice.

3. The implementation of the deduction of union fees at source shall satisfy the following criteria:

3.1. It is a condition that information about the individual employee and enterprise that are made available not be used in any context other than the deduction of union fees.

3.2. The fees shall be deducted by the enterprise at each main wage disbursement. The deducted amount shall be transferred to the respective national union.

The national union is, through their local shop stewards, responsible for keeping the enterprise up to date on employees to whom deductions apply.

The necessary control with the correct timing of the commencement and cessation of deduction of union fees is incumbent on the local branch shop stewards.

Liabilities that arise as a consequence of errors cannot be asserted against the enterprise when the enterprise has acted on statements supplied by the national union or by shop stewards. Nor is the enterprise liable for union fee deductions that have not been executed because the employee has refused fee deductions at source.

3.3. The basis for calculation is the unionised employee's gross wages. Gross wages mean the amounts (holiday pay included) that are listed in box 111A in the employee's statement of pay and deductions at source. Fees paid in addition to ordinary earnings to directors and members of the corporate assembly, and gratuities, are exempted.

3.4 The membership fee shall be deducted for the whole of the calculation base earned in each pay period.

The calculated union fee ranks after statutory deductions including advance tax at source, child support deductions established by the Norwegian Labour and Welfare Administration, pension fund premiums, deductions for premiums to education and development funds, and any deductions previously agreed in writing between the enterprise and its employees, and any other deduction pursuant to the provisions in Arts. 14-15 (2) and (3) of the Working Environment Act.

Note to item 3.4.:
As regards written agreements between the enterprise and their employees, the enterprise shall inform the national union of the reason in the event that the union fee was not deducted.

3.5. The union fee to the national union is established by and may be changed by the same national union. Changes to the fee deduction may take place as of the first full payment period and written notification thereof must have been received by the enterprise at least one month prior to its implementation.

3.6. Trade union sections may adopt their own section fee. This fee shall be deducted together with the fee to the national union by increasing the amount deducted pursuant to item 3.5 and both fees shall be transferred jointly to the national union.

3.7. Workplace branches may adopt their own branch fees.

Note to items. 3.2, 3.6. and 3.7:
The parties may also agree other systems for deducting and paying into the respective section and workplace branch.

3.8. The times for establishing or altering workplace branch and section fees are subject to the rules given in item 3.5.

3.9. The fees deducted shall be transferred to the national union as soon as the deduction has been executed. The national union shall send special bank giro forms to the enterprise that shall be preferred for transferring union fees to the national union.

Enterprises using their own payment forms must include the corporate identification listed on the forms received from the national union.

The workplace branch or their shop stewards shall inform the national union of the transfer by copy of the giro form or by other means.

3.10. Deduction lists in one copy shall be sent to the national union immediately upon executing the deduction and state the personal ID number, name, place of work, amount deducted and any notices. Notices shall include:

- New member/ employed in the period
- Is no longer employed at the enterprise
- Military service / compulsory civilian national service
- Has commenced an education
- On parental leave, deduction to be executed by NAV
- On extended parental leave
- Other unpaid leave – from/to (date)
- Furloughed
- On sick leave, deductions to be executed by NAV
- Work assessment allowance recipient
- Disability pension recipient
- On retirement pension / AFP
- Deceased
- Other (the reason must be stated on the list)

Without regard to the type of absence or leave, all employees covered by this Agreement shall appear on the deduction list for as long as the employment relationship is in force.

Standard deduction lists shall be forwarded every month by the national union to the enterprise and shall be used.

If there are practical obstacles to using the national union's standard deduction list, the national union and the enterprise in question may agree on other arrangements.

Note to item. 3.10:
LO would like to see the employee's national union membership number stated on the list.

Notes on the list stating that a member is on "Parental leave, deduction to be executed by NAV" and "Sick leave, deduction to be executed by NAV" signify that enterprises paying full wages after the expiry of the employer's period shall deduct the membership fees for so long as they pay full wages. Notification of the above shall be sent to NAV, who shall refund the full wage.

In the event that wages are only paid during the employer's period, the deduction of union fees shall be transferred to NAV when the employer's period expires. Notification of the employee's trade union membership shall be forwarded to NAV.

3.11. If the enterprise deducts unions fees for different national unions, the parties may agree that the national unions file joint lists with the enterprise.

3.12. For enterprises that are unable to fully comply with these guidelines, the necessary adjustments shall be agreed with the national organisations.

IV. Duration and termination

The provisions on the duration and termination of the Basic Agreement between LO and Virke also apply to this Supplementary Agreement.

In the agreement period, the parties may however, – independently of these provisions – agree to implement changes to this Agreement on union fee deductions if the conditions that inform this Agreement change.

Supplementary Agreement VIII

AGREEMENT ON AN EDUCATIONAL AND DEVELOPMENT FUND ESTABLISHED BY LO AND VIRKE

Art. 1 Purpose

The purpose of the Fund is to implement or support measures to promote education and development in the world of work.

Art. 2 Actions

Education and development measures, including courses and formal training, shall in part be designed to:

1. provide modern training to shop stewards, with special emphasis on productivity, the environment, economics, and workplace cooperation issues,
2. provide training to management personnel and employees in the same fields as mentioned under item 1,
3. prepare, organise, and develop training,
4. contribute through different measures towards increasing value generation, and
5. promote good cooperation within the individual enterprises.

Art. 3 Financing

The scheme shall be financed through subsidies by the enterprises as agreed in and regulated by the collective agreement.

A simplified model for collecting funds shall be established in which the number of employees to be included in the calculation of premiums is determined on the basis of information provided by the enterprise to the NAV Employer/Employee Register, divided into groups at the following rates:

- Group 1: From 4 up to 20 hours weekly at NOK 19,00
- Group 2: From 20 up to 30 hours weekly at NOK 29,00
- Group 3: From 30 hours weekly or more at NOK 44,00

Employees shall have NOK 3.25 per week deducted from their paycheck to partially cover the expenses of the enterprise.

Art. 4 Collecting premiums

The premium referred to in Art. 3 shall be paid in quarterly on terms and conditions to be agreed by the parties. The premiums shall cover the aggregate obligations of the enterprise to all education and development (OU) funds.

If payments are made to the Joint Scheme for contractual early retirement pension in the private sector / the Severance Pay scheme, or any other scheme that the parties may agree on, funds from these schemes shall be paid out directly to the Board of Directors of the LO-Virke Fund. The money shall be disbursed in accordance with the provisions in Art. 6.

Art. 5 Management

The Fund is to be managed by a board of six members, three appointed by each party. The chair shall alternate between Virke and LO for a period of one year at a time. Premiums shall be fixed in negotiations between Virke and LO. The shall parties agree on the secretariat to the Fund and the consideration for their work.

Art. 6 Use and distribution of funds

The Board of Directors shall every year determine the amounts to be set aside in advance for joint purposes worthy of support. Other Fund deposits shall be managed – one half by each – by a special committee appointed by each of the two central organisations. Special by-laws shall be drawn up for the activities of these committees.

LO and Virke shall each keep each other informed of any plans these special committees may have for the use of the funds, and of activities that have been executed.

All enterprises paying into the Fund shall, pursuant to rules to be determined, be entitled to participate in actions financed by the Scheme.

Art. 7 Accounts and annual reports

The fiscal year for the Scheme shall be the calendar year. Annual accounts shall be drawn up at fiscal year-end and shall be audited by a state-authorised public accountant. The accounts shall be sent to LO and Virke together with the annual report.

Art. 8 Dissolution

If the Fund is dissolved, its assets shall pass to LO and Virke, so that each organisation receives the amount over which it had rights of disposition pursuant to section 6 of this Agreement. Remaining funds to be used in accordance with Art. 2 of this Agreement.

Art. 9 Duration

This Agreement constitutes an integral part of each of the collective agreements between national unions affiliated with LO, and Virke. The Agreement may be terminated by any of the two central organisations with 2 – two – months' notice prior to the expiry of the term of the collective agreement. If the Agreement is not terminated, it shall remain in force until the expiry of the following collective agreement term.

Supplementary Agreement IX

AGREEMENT BETWEEN LO AND VIRKE ON EUROPEAN WORKS COUNCILS AND SIMILAR FORMS OF WORKPLACE COOPERATION

Art. 1 Purpose

The object of this Agreement is to strengthen the rights of consultation and information for employees in undertakings and groups of undertakings with establishments in the EEA and thus to extend to such undertakings the positive industrial relations developed through agreements and practices in the Norwegian world of work.

Information and consultation shall be arranged in such a way as to be efficacious and to enable undertakings and groups of undertakings to make decisions in an efficient manner.

Art. 2 Definitions and scope of application

This Agreement applies to all groups of employees in Norwegian undertakings that satisfy the following conditions:

Norwegian undertakings with 1000 employees or more within the EEA and 150 or more employees in each of at least two EEA countries, hereinafter called community-scale undertakings; groups of undertakings having their controlling undertaking in Norway and with 1000 employees or more within EEA, when the group comprises at least two undertakings in different EEA countries that each have 150 employees or more.

In respect of election systems and otherwise in so far as is relevant, the Agreement also applies to Norwegian undertakings or subsidiaries that are part of a community-scale undertaking or group of undertakings that have a foreign head office or foreign controlling undertaking, to the extent that the Norwegian undertakings are to be included in the group's consultation arrangements.

If, owing to conflict between Norwegian and foreign law or by decision of the foreign group/controlling undertaking, it is deemed necessary to appoint a Norwegian subsidiary to perform the duties under this Agreement, the Agreement shall apply in full to that subsidiary.

If the foreign head office or controlling undertaking is situated outside the EEA area and no representative has been appointed with responsibility for applying this Agreement, such responsibility shall rest with the Norwegian subsidiary if that is the undertaking with the greatest number of employees among the units within the EEA area.

When used in this Agreement, the terms "group of undertakings” and "controlling undertaking” shall be based on the definitions in section 1-2 of the Companies Act (Norway). "Controlling undertaking” shall mean the undertaking that pursuant to these definitions exercises decisive influence over the other units.

If conflicts between Norwegian and foreign law results in there being two or more undertakings within a group that can be regarded as controlling undertakings, the undertaking that is entitled to appoint more than one half of the representatives to the governing bodies of the other undertaking(s) shall be deemed to be the controlling undertaking, except when it can be documented that another undertaking has the decisive influence for other reasons.

The term "employee” shall comprise the number of employees, including part-time workers, who are employed at the time of the request for establishing a European Works Council.

If the average number of employees, including part-time workers, was higher in the two preceding years than at the time of the request, that average figure shall apply.

In this Agreement, the term "information" shall mean information provided by the employer to the employees' representatives in order that they may acquaint themselves with and examine the issue. Information should be provided at such a time, in such manner and consist of such content as to enable the employees' representatives to undertake a thorough assessment of its possible impact, and, if necessary, prepare consultations with the relevant bodies at an enterprise operating in more than one EEA country.

In this Agreement, the term "consultation" shall mean the exchange of views between representatives of employees and the management at such a time, in such a manner and consisting of such content as to enable the employees' representatives to express their opinions on the proposed action within reasonable time, based on the information they have received.

Cases are considered as "transnational" when they concern the entire group or community-scale undertaking, or at least two of their enterprises or companies/units in different EEA countries.

Art. 3 Establishment of information and consultation arrangements

In undertakings and groups of undertakings of a size and structure as described in Art. 2 above, negotiations may be requested for the establishment of a European works council or other forms of consultation arrangement that ensure employees the right of transnational consultation and information.

If requested by the employees' representatives, the management of each enterprise is obliged to present information concerning the structure or the undertaking or group, the number of employees and other information necessary to demand negotiations.

Requests for negotiations may be submitted in writing by the central management of the undertaking/group in Norway (hereinafter called the management), or by at least one hundred employees or their representatives in at least two enterprises in two or more EEA countries.

Negotiations shall include all employees of the undertaking/group’s enterprises or subsidiaries in EEA countries - also those with fewer than 150 employees - provided this does not conflict with other countries’ domestic legislation or agreements, and the conditions pursuant to Art. 2 are otherwise fulfilled.

The management shall be responsible for arranging and bearing the cost of the negotiations, including providing interpreters and the necessary translations of documents, and for implementing and financing the permanent information and consultation arrangements agreed upon between the parties, cf. Art. 6. 6.

If a foreign group has more than one subsidiary in Norway, arrangements may be agreed that facilitate contact between the Norwegian representative(s) to the European Works Council and the employees in the subsidiaries in connection with the meetings of that Council.

In cases where the company structure makes it reasonable to establish information and consultation arrangements at a level other than the central management, e.g., at divisional or regional levels, this shall not adversely affect the rights the employees have under this Agreement to information/consultation on matters relating to the activities of the group as such.

Art. 4 Procedure for establishing information and consultation arrangements

Management shall be responsible for organising the negotiations according to the following rules:

a) Representatives of the employees in Norway and national units within the EEA shall form a special negotiating body, hereinafter called SNB, to negotiate with management the establishment of a European Works Council or other procedures for information/consultation.

b) Members of the SNB shall be elected or appointed on the basis of the number of employees in each EU/EEA country. Each country shall be allocated one seat per portion of employees employed in that country amounting to 10 %, or a fraction thereof.

c) Members of the SNB shall be appointed or elected by and from among the employees in the community-scale undertaking and its establishments or in the group, according to the following rules:

    1. Employees in Norway shall elect their representative(s) either by written and secret ballot according to the rules in Art. 12–3 of the Basic Agreement or, in undertakings where that is not appropriate, in accordance with the rules of the Companies Act (Norway) relating to the election of employee representatives. Failure to agree on the election procedure or complaints regarding elections shall be settled by the Industrial Democracy Board.

    2. Employees of foreign subsidiaries shall elect their representatives according to the rules arising from the legislation, agreements, or practice of the subsidiary's home country.

d) The SNB shall inform both central management and the management of national units of its composition.

e) Within three months, the central management shall call a meeting with the SNB with a view to establishing a European Works Council or other information/consultation procedures.

    The management of the national units and the relevant employer and employee organisations at the European level shall be notified of the composition of the SNB and that negotiations have commenced.

f) SNB members shall have the opportunity and the necessary means of communication (e.g., interpreters, training) to meet without representatives of central management before and after any meeting with central management.

g) The SNB shall be entitled to seek assistance by experts of their choice. The expenses related to one such expert shall be borne by the central management. Other costs may be agreed between the parties.

h) During the negotiations, the parties may, upon request, obtain advice and guidance from their organisations whenever these exist. The same applies if doubts regarding the scope of the agreement arise after the agreement is signed.

For the purposes of concluding the agreements on information and consultation arrangements pursuant to Art. 3, the SNB shall act by a majority of its members.

The special negotiating body may decide, by a majority of two-thirds, not to open negotiations or to terminate the negotiations already opened pursuant to this Agreement.

A new request to convene the SNB may not be made until two years have elapsed since such decision was made, unless the parties in the undertaking/group agree on a shorter time.

Art. 5 Contents of the Agreement

a) Through the Agreement on the European Works Council or equivalent procedures for information/consultation, the parties shall provide for the employees' need for relevant, regular information and for direct dialogue with the management regarding matters that concern the group or the community-scale undertaking as a whole and that are of a transnational nature.

   Information and consultation shall take place at the appropriate management level for the issues concerned.

   The solutions and procedures shall be chosen having regard to the organisational structure of the undertaking/group, its form of management, its corporate culture, and any existing traditions in the undertaking/group. Solutions shall provide for good and trusting relations between management and employees, where employees may use their experience and insight to help create the financial conditions necessary for continued development of the undertaking and for safe and satisfactory working conditions serving the best interests of the undertaking and their employees.

b) The agreement between the parties shall be in writing and at a minimum shall specify:

   1. The countries and establishments within its scope.

   2. The composition of the European Works Council, the number of members and distribution of seats, its area of responsibility, and terms of office. In the case of any other information and consultation model, the agreement shall define its scope and contents together with the nature and extent of information to be provided and consultations to be held.

   3. The venue, frequency, and duration of meetings of the European Works Council, including any preparatory meetings before Council meetings.

   4. The budget for the activities of the European Works Council or information and consultation procedure.

   5. The council's method of operation and procedure for information and consultation, including the coordination of information and consultation at national and international levels.

   6. The composition, appointment process, method of operation and procedural rules for the special committee created within the European Works Council, where such a committee is appointed.

   7. The entry into force and duration of the agreement, the guidelines for changes to termination of the agreement, conditions for renegotiation including, if necessary, in the event of changes to the structure of undertakings with enterprises in more than one EEA country.

Art. 6 The practical work of the European Works Council

Members of the EWC shall be elected or appointed by and from among the employees pursuant to Art 4 (c), unless otherwise agreed.

Unless otherwise decided by the SNB, the Council shall be composed of at least one member from each country for every tenth of the total number of employees or part thereof. When so warranted by the size of the Council, a steering committee of no more than five members may be elected.

The European Works Council shall be entitled to meet with management at least once a year to receive information and be consulted on the development and prospects of the community-scale undertaking/group, based on a report prepared by the management.

The parties shall decide the scope and subjects of the Council's activities.

If not otherwise agreed, the following basic rules apply for the activities of the European Works Council:

1. In its sittings, the EWC shall consider:

   - the structure of the community-scale undertaking/group

   - the undertaking/group’s economic and financial situation

   - prospects for activities, production and sales, the employment situation, and possible employment trends

   - investments

   - material changes to the organisation of the undertaking/group

   - the introduction of new working methods or production processes

   - plans for transferring production, mergers, de-mergers, cut-backs, complete or partial plant shuttering

   - collective redundancies

2. In exceptional circumstances that will materially affect the interests of the employees, particularly the relocation or closure of establishments or collective redundancies, the EWC’s steering committee or, if there is no steering committee, the European Works Council in full, shall be entitled to demand a meeting with central management or any other appropriate management level that has independent authority to decide the matter.
   If this meeting is held with the Works Council, those members of the full European Works Council who represent the establishments directly affected by the measures in question are entitled to be present.

   Such meetings shall be held at the earliest possible time and be based on a report from central management. At the end of the meeting or as soon as possible afterwards, the European Works Council /working party shall be entitled to issue a statement regarding the report. Unless exceptional circumstances do not permit, the statement shall be attached to the dossier forming the basis for the further proceedings.

3. If the parties have agreed to hold preliminary meetings pursuant to Art. 5 (B), the employee representatives shall be entitled to meet without the management being present.

4. Subject to reservations regarding any confidentiality requirements imposed, the members of the Council shall inform the representatives of the employees of the undertaking/group of the

contents and outcome of the meetings. In undertakings where there are no employee representatives, the information shall be given to the workforce as a whole.

5. The full Council or the steering committee may seek the assistance of experts of their choice if that is found necessary to enable them to perform their duties. The management may decide that the undertaking/group will cover the cost for only one such expert.

6. Operating costs for the Council shall be borne by management. Adequate resources and equipment shall be made available to the Council so that it can perform its duties satisfactorily.

   In particular, the management shall ensure that satisfactory arrangements are made for meetings and shall pay travelling and subsistence expenses for the members.

   To the extent necessary, management shall arrange for translation of documents and for interpreter(s) at the meetings.

   To the extent necessary for the performance of their duties as representatives in an international environment, the members of the SNB and the European Works Council shall be offered training without loss of wages.

7. If other information and consultation arrangements have been agreed within the undertaking/group, the above basic rules apply as far as they are relevant to the extent not covered by the agreement between the parties.

Art. 7 Confidentiality

Members of the SNB, the European Works Council and any experts assisting them are bound to observe confidentiality concerning information provided by the management whenever that is expressly requested.

A similar obligation rests on participants in other information and consultation arrangements established pursuant to this Agreement.

Art. 8 Adjustments and renegotiations

Renegotiation of the agreement on the European Works Council or other forms of information and consultation may be requested by either party upon or prior to expiry of the agreement if warranted by significant changes in the number of employees or the structure of the undertaking/group, or if the EU adopts amendments to the Directive that necessitate its renegotiation.

If the structure changes significantly, and there are either no adopted provisions in the current agreement or there is conflict between two or more current agreements, the central management shall initiate negotiations pursuant to Art. 4 on its own initiative or at the written request of at least 100 employees or their representatives in at least two undertakings or establishments in at least two EEA countries.

At least three members of the existing European Works Council or of each of the existing European Works Councils shall be members of the SNB, in addition to the members elected or appointed pursuant to Art. 4. During the negotiations, the existing European Works Council(s) shall remain in operation in accordance with any guidelines adapted by agreement between members of the European Works Council(s) and the management.

Art. 9 Deadlines for completing negotiations etc.

Negotiations concerning information and consultation arrangements pursuant to the preceding rules shall be terminated when they have continued for two years without the parties reaching

an agreement.

Negotiations may also be terminated earlier by joint decision of the parties if they fail to reach an agreement.

In such cases, or if central management refuses to start negotiations within a period of six months from the date of receiving a request made pursuant to Art. 3, the matter shall be referred to the Industrial Democracy Board.

The Board shall instruct the central management to establish a European Works Council within a time limit of six months. The structure and duties of the EWC pursuant to Art. 5 and 6 shall be determined by the Board.

Art. 10 Disputes

Disputes regarding the contents or scope of this Agreement shall be settled by the Industrial Democracy Board. This similarly applies in the case of disputes regarding the interpretation or scope of agreements concluded in community-scale undertakings/groups concerning the European Works Council or equivalent procedures for information/consultation, including disputes relating to the extent of the required confidentiality or of management's obligation to provide information.

Disputes regarding the basis for or scope of agreements concerning the European Works Council may be referred to the Industrial Democracy Board for decision unless the parties to those agreements have agreed other dispute resolution mechanisms.

This Agreement does not affect the rights and obligations that otherwise apply to the social partners under Norwegian laws or agreements.

Art. 11 Relation to agreements in force

The obligations under this Agreement do not apply to information and consultation arrangements established pursuant to the provisions implementing Article 13, subsection 1 of Directive 94/45/EC or Article 3 subsection 1 of Directive 97/74/EF that cover all employees in undertakings/groups covered by Art. 2, or if such agreements have been adapted as a result of changes in the structure of the undertakings or groups.

They also do not apply to information and consultation arrangements entered into or revised between 5 June 2009 and 5 June 2011.

Such arrangements shall remain in force until the expiry date specified therein and may thereafter be renewed by joint agreement between the parties irrespective of the provisions of this Agreement.

If the parties fail to agree on renewal, the provisions and deadlines in this Agreement shall apply from the date of expiry date of said arrangements.

Disputes regarding the basis for or scope of agreements mentioned in the first subsection above may be referred to the Industrial Democracy Board for decision pursuant to Art. 10 unless the parties to those agreements have agreed on other dispute resolution mechanisms.

This Agreement does not affect the rights and obligations that otherwise apply to the social partners under Norwegian laws or agreements.