

Main Agreement 2014-2017

between

**the Confederation of Norwegian Enterprise (NHO)
and affiliated National Associations**

and

**the Norwegian Society of Engineers and
Technologists (NITO)**

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The Main Agreement

Chapter I – The parties to the agreement, scope and duration

1-1 The parties to the agreement

This Main Agreement has been concluded between the Confederation of Norwegian Enterprise (NHO) and all its affiliated national associations, and the Norwegian Society of Engineers and Technologists (NITO).

1-2 Scope

This Main Agreement forms the first part of the Collective Agreement between NITO and NHO.

1-3 Duration

This Agreement comes into force on 1 January 2014 and shall apply up to and including 31 December 2017 and for a further two years at a time, unless terminated by one of the parties on the provision of 6 - six - months written notice.

Chapter II – The right to organise, no-strike guarantee, negotiation rights, and legal action

2-1 The right to organise

NHO and NITO mutually recognise the free right of employers and employees to organise.

2-2 No-strike guarantee

There shall be no stoppages of work or other form of strike action during the term of this agreement.

2-3 Negotiations

1. In the first instance, negotiations to resolve any disagreements concerning the interpretation of provisions set out in the Collective or Main Agreements, or in separate local agreements between and enterprise and its engineers or technologists, shall be conducted at local level. The minutes of these negotiations shall be recorded. The parties' respective views shall be recorded in the minutes, which shall be signed by both parties.

2. If no agreement is reached between the parties at local level, NITO and the relevant national association affiliated to NHO may agree to continue negotiations. If agreement is not reached the matter may be taken up centrally by NITO and NHO.
3. In enterprises where no local NITO group has been established, disputes referred to in item 1 (above) may be submitted directly for negotiation by NITO and the national association/NHO.
4. It is not permitted for the organisations or their subsidiary organisations to make direct contact with members of the other organisation without prior agreement.
5. A negotiation meeting shall be held no later than 8 days following the submission of a written request.

Section 2-4 Legal action

If it is found that a dispute cannot be resolved by means of negotiation between the organisations, the matter can be brought before an industrial tribunal unless NHO and NITO have agreed that it can be settled by arbitration. Unless agreed otherwise by the parties in connection with case in question, the court of arbitration shall comprise two representatives from each of the parties together with a chair appointed by the Chief State Arbitrator.

Chapter III – Conflicts

3-1 Collective termination of employment/walkout

1. On revision of the Collective Agreement, NHO and NITO will approve the use of a notification exchanged between the organisations as valid notification of termination of employment of, or walkout by, engineers and technologists.

Both parties agree to provide at least 14 days notice. The form and content of the notification shall comply with the provisions set out in Section 16 of the Norwegian Labour Disputes Act (*arbeidstvistloven*).

The final version of said notification shall be provided with at least 4 days notice, and no later than in connection with the demand for termination of arbitration pursuant to Section 25 of the Norwegian Labour Disputes Act.

Similarly, notification of any extension of the conflict shall also be provided by both parties with at least 4 day's notice.

2. If a proposal for arbitration is rejected, a termination or walkout may be implemented on provision of 4 days notice, unless otherwise agreed between the parties. Notice may be submitted prior to expiry of the response deadline.

3-2 Operational arrangements in connection with conflicts

1. NHO and NITO recommend that agreements should be entered into at local level to govern circumstances linked to the proper technical shutdown and subsequent resumption of operations and the work necessary to prevent the risk of loss of human life or major damage to assets.
2. Any local agreements regarding this matter must be approved by NHO and NITO. If local negotiations fail to result in agreement, the matter can be submitted to NHO and NITO for resolution.

3-3 List of enterprises bound by salary agreements

During the audit year NHO and NITO will exchange lists of enterprises bound by salary agreements. The work of updating the lists will continue during the term of the agreement.

Chapter IV – Special agreements

4-1 Validity of special agreements

Special written agreements concerning salaries or working conditions entered into between the management of an enterprise and the employee representatives are binding for the parties until terminated in writing. However, this does not apply if the agreement in question is in contravention of the Collective or Main Agreements which have been specifically established for the enterprise in question.

4-2 Termination of special agreements

1. **Negotiations prior to termination**
The parties at local level shall hold negotiations concerning special agreements prior to their termination. However, termination may take place if negotiations have been requested but have not been held within a period of 8 days.
2. **Special agreements of limited duration**
Unless otherwise agreed, special agreements of limited duration can be terminated prior to their expiry date on provision of at least one month's notice. If an agreement has not been terminated prior to its date of expiry, the same period of notice will apply, i.e. for one month at a time.
3. **Special agreements that apply until further notice**
Unless otherwise agreed, special agreements for which it has been decided or assumed shall apply until further notice, can be terminated at any time on provision of one month's notice.
4. **Special Agreements that run concurrently with the Collective Agreement**
Special agreements for which it has been agreed or assumed shall apply for as long as the Collective Agreement remains valid, will continue to apply into the next collective salary agreement period provided that no agreement has been reached during revision

of collective salary scales that the special agreement shall be amended or cease to apply.

If the special agreement in question runs concurrently with the Collective Agreement, negotiations at local level may be requested to discuss revision of the special agreement. Such a request shall be made while the Collective Agreement remains valid.

If no agreement is reached, the matter can be brought before the organisations pursuant to Section 2-3 of the Main Agreement. If agreement is still not reached, either of the parties at local level may terminate the special agreement on expiry of the Collective Agreement on provision of the same period of notice as applies to the Collective Agreement.

5. The right to negotiations and arbitration

The provisions in the foregoing are additional to whatever rights the parties have pursuant to the provisions of prevailing salary agreements as regards requests for negotiations and, if necessary, arbitration in connection with the revision of special agreements.

4-3 Consequences of expiry of special agreements

When a special agreement expires while the Collective Agreement remains in force between the parties in question, matters governed by said agreement shall be resolved on the basis of provisions set out in the Collective Agreement.

Section 8-3 of the Norwegian Labour Disputes Act applies correspondingly in cases of the termination of special agreements that run concurrently with the Collective Agreement. Thus, the salary and work-related terms and conditions set out in the special agreement shall continue to apply as long as negotiations and arbitration in connection with the Collective Agreement are ongoing.

Chapter V – Representatives, elections and numbers

A. Enterprises with enterprise-specific NITO groups

5-1 Representation

Enterprise-specific NITO groups

In situations where NITO has established a local, enterprise-specific, group, cf. Section 1-2 of the Collective Agreement, the group shall elect 1 to 3 representatives unless otherwise agreed with the enterprise in question.

If it is appropriate as a natural consequence of the size of the enterprise, or its subdivision into large corporate units, or as a result of major restructuring, other forms of representation may be stipulated by means of a special agreement.

As part of the evaluation of extended representation, due consideration shall also be given to the organisational structure of the enterprise in question.

It is assumed that NITO representatives elected at said individual corporate units shall deal with issues connected to the units in question.

NITO groups

At consolidated corporations where co-operation functions satisfactorily, established forms of co-operation will continue to be developed.

In those corporations where there may be a need to improve approaches to co-operation and communication of information, the parties to this agreement recommend that consideration should be given to how this can best be achieved.

For example, it may be possible for the corporation's management, NITO's representatives and other employee groups with similar interests to hold one or more joint meetings each year with the primary aim of discussing matters of material importance to all parties.

For example, in cases where NITO has two or more local groups included under this agreement, the need to improve approaches to co-operation and communication of information can be met by forming a dedicated corporate group.

A consolidated corporation may have a decision-making structure at divisional or local level that makes decisions of material importance to the employees and their working conditions at these levels. In such cases arrangements can be agreed that give due consideration to the provisions set out in Chapter IX.

Organisation and implementation

The terms of reference for other representation arrangements or co-operation at corporate level will be established by special agreement. If no agreement can be reached as regards a local agreement of this type, an individual case may be submitted to the organisations pursuant to the provisions of Section 2-3 of the Main Agreement.

5-2 Election rules

NITO representatives shall be elected from among recognised and proficient engineers and technologists employed at the enterprise in question who have experience and insight into its working conditions. As far as possible, representatives shall be elected from among engineers and technologists who have worked at the enterprise for the last two years.

Engineers and technologists who hold managerial or human resources-related positions at the enterprise in question may be requested by the enterprise to refrain from standing for election as representatives of the local NITO group. If the person in question refuses a said request from the enterprise, the matter can be brought before the organisations pursuant to Section 2-3 of the Main Agreement.

Employees whose employment has been terminated cannot be elected. This does not apply to re-election.

5-3 Notice of elections

The enterprise shall, as soon as possible and no later than eight days after elections have been held, be given written notice of the identity of the elected NITO representatives and the leader of the NITO group.

B. Enterprises without an enterprise-specific NITO group

5-4 Contact representative

If it is considered appropriate at a given enterprise, NITO members may agree that one of their number shall act as their representative in communication with the enterprise in question.

The enterprise shall be informed of who has been elected as representative, and the elected person shall be regarded as representing NITO's members in connection with all issues concerning the enterprise's personnel, and in particular its engineers and technologists.

Chapter VI - The rights and obligations of employers and NITO representatives

6-1 Employees' representatives

Local group representatives are approved as representatives of the organised engineers and technologists, cf. Section 1-1 of the Collective Agreement.

Representatives have the right to engage in and settle amicably any grievances that an individual engineer or technologist has in relation to the enterprise, or that the enterprise has in relation to an individual engineer or technologist.

6-2 Employer's representative

Employers shall have an authorised representative available on a daily basis to whom the NITO representatives can apply. The employer shall inform the employee representatives in writing of the name of the employer representative and his or her deputy.

If the representative is unable to make an immediate decision on a given issue, but wishes to make further enquiries, a response shall be given without undue delay.

6-3 Representation during negotiations

The representatives put forward by the enterprise and NITO shall be fully authorised to carry out genuine negotiations/discussions.

6-4 The joint responsibility of the parties

Representatives of NITO and the enterprise undertake to do their utmost to maintain a healthy and dispassionate working relationship. In situations involving downsizing, reorganisations and lay-offs, due consideration shall be given to the special position of the NITO representatives.

6-5 The working conditions of NITO representatives

The organisations agree that NITO representatives shall be allocated the time they require to carry out their assignments pursuant to the Main and Collective Agreements. If requested by one of the parties, local negotiations shall be held with the aim of reaching agreement regarding the time that a NITO representative requires to carry out his/her duties during normal working hours. If no agreement is reached, the dispute shall be dealt with pursuant to the provisions of Section 2-3.

Total time shall be adapted to the scope of the work. The time required will depend on the size of the enterprise/local group and the nature of the situations which require the involvement of NITO representatives.

Representatives shall receive their normal salary during this period.

Local discussions may take place concerning the provision of essential equipment at the disposal of NITO representatives to enable them to carry out their work. During such discussions, due consideration shall be given to factors such as the size of the enterprise, its organisational structure, the nature of its operations and their technical characteristics, and the salary structures set out in the collective agreement.

The parties at local level may seek guidance from their central organisations.

Comments:

NITO's representatives emphasised the importance of giving due consideration to the workload taken on by representatives when stipulating performance targets linked to their regular positions within the enterprise.

NHO's representatives assumed that this issue will be discussed and resolved during negotiations between NITO representatives and management.

6-6 NITO membership meetings

Meetings of NITO members to elect representatives may be held during working hours without any deduction in pay.

Whenever NITO representatives, in agreement with management, are of the opinion that a decision on a given issue must be made immediately, or in situations where an issue of particular importance must be dealt with, meetings of NITO members may be held in working hours without any deduction in pay.

6-7 Time off for NITO representatives

Unless there are compelling reasons otherwise, local NITO representatives, and engineers or technologists who hold offices centrally within NITO, shall be permitted time off to attend meetings and negotiations as representatives of their organisation and to participate in professional courses or other informational activities. Engineers and technologists attending training courses in connection with their duties as NITO representatives shall also be permitted a reasonable amount of time off to take part in professional courses or other informational activities.

The right to time off also applies to the training of up to one week's duration of employee representatives sitting on the enterprise's governing bodies. Any loss of earnings incurred by an elected representative shall be reimbursed by the enterprise in connection with courses that the enterprise itself has approved.

6-8 Dismissal/termination of employment of NITO representatives

The dismissal/termination of employment of an employee representative may not take place without reasonable grounds. In addition to seniority and other factors which must reasonably be taken into consideration, importance shall be attached to the special position that NITO representatives hold within the enterprise.

The dismissal of an individual NITO representative shall be subject to 3 months' notice unless the provisions of the Norwegian Working Environment Act (arbeidsmiljøloven) or the individual's employment contract stipulate a longer period of notice. This special period of notice shall not apply if the dismissal relates to personal circumstances linked to the individual in question.

The provisions set out in Section 15-17 of the Working Environment Act shall apply correspondingly. However, if NITO maintains that the dismissal is unfair, the representative in question shall remain in employment until a decision is made by an industrial tribunal. In such cases a writ must be submitted no later than 8 weeks after notice of termination is received.

If an enterprise is closed down, it is important that the employees involved retain a representative for as long as possible. The same applies in cases where a bankrupt enterprise is being run by a receiver during the winding-up process.

Before an elected representative is dismissed/has his or her employment contract terminated, the issue shall be discussed by the board of the local group, provided the person concerned is not opposed, and provided that such discussions do not represent an affront to others.

If NITO representatives or other employees who have been dismissed or have had their employment contracts terminated during the last 3 months prior to enrolment of the enterprise in NHO, and it is claimed that this is due to a demand for a collective agreement, the dispute shall be dealt with pursuant to the rules set out in the Main Agreement.

The same applies to disputes concerning the dismissal of, or termination of employment contract for, NITO representatives in connection with takeovers or corporate reorganisations in situations where NITO maintains that said dismissals or terminations contravene the provisions set out in Section 2-1 of the Main Agreement.

The above provisions apply correspondingly to employee health and safety representatives, members of the Working Environment Committee, and employees sitting on the enterprise's Board and Corporate Assembly.

Chapter VII – Representatives of NITO's central organisation

Arrangements shall be made to ensure that representatives of NITO's central organisation can perform their duties in the best possible manner. Reasonable consideration shall be given in relation to said representatives' career development when they return to the enterprise after expiry of their period of office.

Representatives on NITO's main council and central negotiating committee in the private sector are important for ensuring that the system of agreements and overall co-operation between NHO and NITO functions satisfactorily. Any hindrances to recruitment to these offices may result in less satisfactory levels of co-operation.

The broad range of skills and expertise acquired as a NITO representative should be supported and put to good use within the enterprises.

The resources placed at the disposal of representatives of NITO's central organisation are expected to yield an optimal return.

In the case of members elected to central representative roles as described in the foregoing, meetings will be held at local level to discuss the aforementioned issues.

If disagreements arise at local level, the issues in question may be submitted to the central NHO and NITO organisations for resolution.

Chapter VIII – Lay-offs

8-1 Conditions pertaining to lay-offs

1. Lay-offs may be implemented when reasonable grounds indicate that such measures are considered necessary for the enterprise.
2. Lay-offs pursuant to item 1 may not be implemented for periods exceeding 6 months unless the parties agree that reasonable grounds still exist.
3. During lay-offs, seniority considerations may be waived if there are reasonable grounds. This provision does not prevent the use of a rotating lay-off system.
4. As part of the assessment as to which personnel shall be laid-off, key consideration must be given to the special tasks which the local NITO group committee carries out within the enterprise.

8-2 Obligation to confer prior to giving notification of lay-offs

Before issuing notification of lay-offs, the enterprise shall confer with NITO representatives pursuant to the provisions set out in Chapter IX. Alternatively, before implementing extended lay-offs, the enterprise should consider skills-enhancing measures corresponding to the enterprise's needs that may serve to improve its competitiveness. Minutes shall be taken from the relevant conferrals and signed by both parties. The period of notice specified in Section 8-3, clauses 1 and 2, shall commence after the conferral in question has been held. Any demand for negotiations due either to waiving of seniority considerations or because the enterprise has adopted rules upon reinstatement other than those that applied during implementation does not mean that lay-offs or reinstatement should be delayed.

8-3 Notification of lay-offs

1. 14 days' notice shall be given.
2. In the case of lay-offs caused by unforeseen circumstances as described in Section 15-3 of the Norwegian Working Environment Act (*aml*), the period of notice will be 2 days, or 14 days in the case of fire.
3. The period of notice shall start at the end of normal working hours on the day that notification is issued.
4. The periods of notice do not apply in situations where a conflict within another enterprise, or conflicts in contravention of a collective agreement in the enterprise in question, or non-legitimate absences, mean that an employee cannot continue to be employed in a rational manner. However, the enterprise undertakes to provide whatever notice is possible.
5. These deadlines do not apply if a prevailing collective agreement permits the application of shorter periods of notice. The same applies to employment regulations established before 31 December 1997.
6. If the enterprise implements lay-offs without adhering to the stipulated periods of notice, employees shall be paid their normal salaries up until expiry of the deadline. In the case of lay-offs as described in item 2, normal hourly rates of pay will apply.
7. If a lay-off period is interrupted and an employee subsequently reinstated for a period of more than four weeks, a new lay-off period will only be formally regarded as such if it complies with the provisions governing conditions, discussions, periods of notice, etc. This does not apply to employee intake involving temporary personnel replacing other employees on legitimate leave of absence. However, in such cases notification shall be issued to the employee in question as soon as possible, and no later than three days prior to expiry of the work period.

Comments:

The parties to this agreement refer to an agreement dated 25 June 2009 between NITO and NHO during which the following was agreed:

As long as daily allowances are paid directly following a work period of up to six weeks in connection with a lay-off period, the parties agree that the duration of the working period that can be applied without a continued lay-off being defined as a new lay-off period shall be changed from four to six weeks.

8-4 Form and content of the notification of lay-offs

1. Unless the parties at local level agree otherwise, notification to employees shall be issued in writing. In the case of conditional lay-offs pursuant to Section 8-5, notification may be issued by means of notices posted within the enterprise. Employees who are on temporary leave of absence shall be notified in the most appropriate manner.
2. The notification shall specify the probable duration of the lay-off. If this is not possible, continued periods of lay-off shall be discussed with NITO representatives within one month at the latest, and thereafter every month, unless agreed otherwise. In such cases, an ongoing evaluation will be made as to whether the conditions requiring lay-offs still exist, or whether permanent redundancies should be implemented.
3. Employees who are laid-off shall receive written confirmation from their employer. Confirmation shall state the reason for the lay-off and its probable duration.
4. If unconditional written notice has been issued which meets the aforementioned requirements relating to content, this will also serve as confirmation of lay-off.

8-5 Conditional notice

In the case of a conflict within the enterprise in question the notification shall as far as possible name the employees that will be laid off. Each individual employee shall be issued with specific information as far in advance as possible.

8-6 Termination of employment during lay-offs

Employees who have been laid off continue to be employed by the enterprise. As such they retain both the right and obligation to start work again provided their employment contracts have not been formally terminated. If permanent redundancies are effectuated during a lay-off period, employees are under obligation to carry out work during their period of notice unless this is prevented by the terms of a new employment agreement. If the obligation to work no longer applies for this reason, employees will receive no pay during the period of notice.

In situations where employees laid off for periods in excess of 3 months and until further notice terminate their employment contracts in order to take up new employment, said employees may leave the enterprise without observing the stipulated period of notice.

Employees whose employment contracts are not terminated and who are not re-instated upon expiry of the lay-off period are entitled to receive pay during the period of notice.

8-7 Special provisions

1. In typical seasonal industries, the provisions set out in Chapter VIII will apply unless otherwise agreed in collective agreements or by fixed practice. In such cases the provisions of Section 8-6 apply correspondingly.
2. When an employee is laid off, the employer's sickness payment obligation shall continue long as this remains pursuant to prevailing legislation. However, this shall apply only if the employee is not otherwise employed.
3. The provisions of Section 8-3 do not affect an employer's customary right to implement lay-offs in the event of adverse weather conditions.

Chapter IX – Information, co-operation and employee participation

9-1 Objective

NITO and NHO are agreed that it is essential to have a healthy and trusting relationship between employees, their representatives and the employer, both in respect of individual enterprises and corporate groups.

NITO and NHO are agreed on the necessity of a healthy and trusting relationship between the enterprise and its employees.

Experienced and insightful employees shall exercise their influence and, by means of co-operation, make a contribution towards generating the financial conditions required for the ongoing development of the enterprise, and help to secure safe and healthy working conditions for the mutual benefit of both employees and the enterprise.

Conditions must be arranged in such a way as to enable individual employees, through their elected representatives, as appropriate, to have the opportunity exercise a tangible influence on day-to-day activities in the workplace by means of increasing efficiency, reducing production costs, improving the enterprise's competitiveness, utilising new technology and facilitating any necessary reorganisations.

The management of the enterprise, the employees and their representatives have a joint obligation to take the initiative to promote, and actively support, co-operative participation.

On their part, the central organisations will, jointly and individually, introduce different measures designed to support this work.

The objective set out in this section is binding with regard to co-operation within the enterprise and shall also serve as a guideline for the parties within individual enterprises when organising co-operative activities.

9-2 Organisation and implementation

The development of forms of employee participation and an improved working environment within the enterprise will require extensive decentralisation and delegation of decision-making authority within the enterprise's organisation. This will be achieved by ensuring that those working in individual divisions or working groups have better opportunities to make decisions as part of their day-to-day work. In connection with specific measures in this area, it is important to adapt forms of co-operation and participation in the decision-making process to factors such as the nature of the enterprise, its size, etc. It is prerequisite that those participating in the development of the decision-making process at different levels within the enterprise must assume responsibility, not only in relation to the owners or fellow employees, but also to the enterprise as a whole.

It is important to promote an awareness and insight into the enterprise's financial situation.

When establishing work, project and steering groups within the enterprise that are not a permanent part of the corporate organisation, measures must be taken to ensure that the employees affected can exercise real influence. NITO representatives shall be able to exercise real influence on the composition and terms of reference for the group. NITO representatives shall appoint the employees' representatives from among the employees affected.

Representatives from different sections of the organisation shall be included in the work to develop job content and forms of organisation and management.

In an individual enterprise, it is of the greatest importance that the parties find practical ways of facilitating employee influence and participation in accordance with the intentions and provisions set out in Chapter IX. The parties to this agreement recommend that a separate agreement addressing this subject be drawn up within the enterprise in question. Discussions on issues of this type, including the implementation of local agreements, shall be carried out whenever requested by one of the parties. Parties within an individual enterprise may request assistance from the central organisations.

9-3 Discussions concerning the enterprise's normal operations

The management of the enterprise shall discuss the following subjects with NITO representatives:

- issues concerning the enterprise's financial and production-related status and development.
- matters that have an immediate influence on the workplace and day-to-day operations.
- the general salary and working conditions at the enterprise.

Unless otherwise agreed, discussions shall take place as early as possible, at least once a month and also at the request of NITO representatives. Meeting notifications shall be issued with a reasonable period of notice.

9-4 Discussions concerning operational reorganisation

The management of the enterprise shall discuss the following subjects with NITO representatives as soon as possible:

- reorganisations that affect employees and their working conditions, including important changes in production systems and methods
- employment issues, including plans for up- or downsizing

9-5 Discussions concerning corporate law issues

The management of the enterprise shall discuss the following subjects with NITO representatives as soon as possible:

- mergers, demergers, sale, total or partial closure, and legal reorganisation of the business.

In situations involving takeover, management shall arrange a meeting between NITO representatives and the new owners to discuss whether the prevailing collective salary agreement shall continue to apply.

If closure is under consideration, the possibility of extended operation involving employee takeover shall be discussed with NITO representatives

Information relating to change of ownership of a limited company

In the case of change of ownership of a limited company, management shall inform NITO representatives as soon as they become aware of the situation, provided the buyer:

- is acquiring more than 10% of the capital, or shares representing more than 10% of the votes in the company, or
- is acquiring more than one third of the share capital or shares representing more than one third of the votes.

Management shall ensure that the new owners brief the employees of their plans as soon as possible.

9-6 Details regarding discussions and the provision of information

1. The obligation of the enterprise to allow NITO representatives to submit their viewpoints before decisions are made.

Before the enterprise makes decisions in situations that concern employment and working conditions, discussions shall be held with NITO representatives.

In cases where management finds that they cannot take the arguments of NITO representatives into account, they must give their reasons. Minutes of the discussions shall be taken and signed by both parties.

If an enterprise wishes to implement changes to prevailing working conditions, but NITO maintains that this will be in contravention of a collective agreement, NITO may raise the matter with NHO without delay with a view to postponing the changes until negotiations are held between the organisations. Such a meeting shall be held no later than one week following the submission of a written request.

2. The obligation to inform NITO representatives of the reasons for, and effects of, actions taken by the enterprise.

In cases that deal with circumstances covered by the provisions of Sections 9-4 and 9-5, NITO representatives shall be informed of the grounds for the enterprise's actions and the legal, financial and work-related consequences these actions must be assumed to have for the employees.

Disputes concerning the interpretation of the agreement shall be dealt with in accordance with the provisions set out in Section 2-3 of the Main Agreement. The parties to this agreement emphasise the importance of the provisions dealing with information provision and discussions as set out in the Main Agreement.

9-7 Access to accounting information and financial status

The enterprise's accounts shall be submitted to NITO representatives on request.

The Annual Report and Accounts shall be submitted to NITO representatives as soon as they have been approved.

Moreover, NITO representatives shall be given access to matters regarding the financial status of the enterprise to the extent that the representatives require this information in order to safeguard the interests of their members, cf. Sections 9-3, bullet point 1, 9-4 and 9-5.

Whenever salary systems are introduced in enterprises requiring that NITO representatives should have access to financial matters of relevance to said systems, the representatives shall be granted access to said matters.

9-8 Discussions within a consolidated corporation

The parties to this agreement are agreed that there is a need to discuss situations outlined in this chapter at corporate level.

Plans for expansion, downsizing or reorganisation that could have a material effect on the employment situation in several enterprises within the same corporation shall be discussed as early as possible in joint meetings involving corporate management, NITO representatives, and other groups of employees with similar interests from the affected enterprises. Such discussions shall be carried out on a par with those involving other employee organisations within the enterprise.

If a meeting is held pursuant to another main agreement within the NHO area, addressing issues that concern a corporation's financial and production-related position and development, a request may be made that a similar meeting be held with NITO.

It is assumed that the parties will arrange appropriate representation schemes for such meetings, which may also include other groups with similar interests.

When preparing co-operation approaches pursuant to Section 9-8, the parties at local level should also clarify working conditions for NITO representatives at corporate level, including the reimbursement of internal costs.

Addition to minutes:

Sections 9-8 and 5-8 are closely linked to equivalent provisions set out in the Main Agreement between LO and NHO (Section 9-17).

Any amendments to the Main Agreement between LO and NHO in this area will thus have consequences for this present agreement.

9-9 Joint measures on the part of the organisations – co-operation and development.

The parties to this agreement have formed a joint working committee made up of an equal number of representatives from both NHO and NITO, with the aim of studying and developing joint activities in the area of co-operation.

The aim of this committee is to contribute towards the promotion of mutual co-operation. Specific tasks in this connection must be evaluated by the committee and the respective organisations. Such tasks will be influenced by developments in the work situation and any needs that arise in this connection.

The committee will also assume an advisory role whenever the parties within the enterprise in question require further guidance. Moreover, a request has been made to extend and further develop the direct co-operation between NITO's local group and the enterprise in question on the basis of rules drawn up and included in the Collective Agreement, i.e. the provisions concerning representation and communication between the parties within the enterprise in question. Furthermore, it is the parties at local level that shall be able to arrange matters concerning working and employment conditions by means of special agreements within the enterprise in question.

Chapter X - Special provisions

10-1 Changes in working hours in the event of general electrical power outages

Unless otherwise agreed, the following will apply in the event of changes to working hours resulting from general electrical power outages:

1. In cases where working hours are changed within an enterprise for this reason, no extra remuneration shall be paid for hours worked between 6 a.m. and 6 p.m. For changes to working hours outside this period, a supplement of 20% shall be paid in addition to ordinary pay.
2. The enterprise is obliged to change working hours to other times of the day if by doing so it is able to maintain operations for a minimum average of 30 hours per week, including a

minimum requirement of four hours per day. This obligation may be waived on provision of one week's written notice.

Comments:

These rules do not apply directly to shift work. In the case of changes in working hours linked to shift work, every effort shall be made to reach an agreement between the enterprise in question and its employees. However, the organisations shall assume that the guidelines in Sections 1 and 2 will be used as a basis for application in the case of shift work.

Chapter XI- Salaries paid into bank accounts and the deduction of union dues

11 -1

- a) The enterprise makes lawful deductions such as Tax and National Insurance contributions etc., as well as deductions that the employee and the enterprise have agreed as part of a written agreement.
- b) On pay day, the employee will receive a pay slip from the employer showing the calculation of pay, the gross amount, deductions and the net amount transferred to the employer's bank account.
- c) The employer's bank carries out universal and other deductions in accordance with a standing order set up by the enterprise or the employee.

The net salary amount less deductions made by the bank is credited to the employee's salary account and shall thus be available to him/her on pay day.

If the employee wishes to have this salary account established in a bank other than the employer's bank, the enterprise or the employee can request the bank to accommodate this.

- d) Further details concerning salary payments to bank accounts are stipulated in a special agreement established between the individual enterprise and his/her bank.

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In cases where the enterprise has arranged salary payments to be paid into employees' bank accounts, NITO representatives may request that NITO dues are deducted from the salaries of their members, either by the enterprise's bank or directly by the enterprise. Such deductions can only take place with the written consent of the employee in question.

Chapter XII – Human capital and skills development.

NHO and NITO acknowledge the vital importance of increased training and education for the individual employee, the enterprise, and society as a whole. This concerns general, vocational, adult and post-graduate education, and retraining.

The parties to this agreement thus wish to emphasise the value of stimulating employees to increase and enhance their knowledge and skills, and that enterprises should attach high priority to planned in-house and external training programmes for their engineers and technologists.

The individual enterprise must be responsible for evaluating and analysing its skills requirements on the basis of its business concept and strategy. This will be achieved as far as possible by means of co-operation between the parties.

Skills enhancing measures shall be planned and implemented in the light of needs-based assessments. For example, this can be achieved as a part of day-to-day operations, by means of internal and external courses, self-study and conferences. The enterprise and employee in question are jointly and individually responsible for skills development.

On the basis of a needs assessment, the enterprise in question will reimburse the costs linked to the implementation of training measures of this type (salary, leave of absence etc.).

In cases where there is local agreement between the parties, the scope of training can be defined in more detail with reference to the circumstances faced by the enterprise in question.

If full- or part-time leave of absence is required in connection with training or education that is of value both for the person concerned and the enterprise, this should be granted unless there are specific reasons that dictate otherwise.

In connection with other educational measures of relevance to the further development of the person in question, the enterprise should be accommodating in terms of granting full- or part-time leave of absence if this can be done without causing major inconvenience to the enterprise.

The parties are agreed that the intentions in this declaration should be realised continuously and rapidly in a manner that reflects the speed of current and future technological developments. Such types of further education may be essential for some enterprises and must be regarded as a real investment.

If in the view of the enterprise it is necessary to raise the levels of knowledge and skills in order to carry out certain work assignments/functions, the relevant costs must be reimbursed by the employer.

Chapter XIII – Control and surveillance

Technological developments provide increasing opportunities to monitor employees' activities using advanced control and surveillance systems.

Measures employed must not exceed necessary levels and good reasons must be provided for their use based on the enterprise in question's operational needs. If a control and surveillance system is considered necessary, the limits set out in the Norwegian Act relating to the processing of personal data, dated 14 April 2000, (*personopplysningsloven*) and accompanying statutory regulations (*forskrift til personopplysningsloven*), dated 15 December 2000, must not be contravened.

Before a control and surveillance system can be put in place, the matter shall be discussed with NITO representatives pursuant to the provisions set out in Chapter 9. Before any measures can be implemented, all employees must be notified of the purpose and consequences of the measures. The agreement of each individual employee must be obtained to the extent that this is required pursuant to the provisions of the aforementioned Act and accompanying regulations.

Control and surveillance systems must not be introduced or used arbitrarily.

Chapter XIV – Declaration concerning the application and development of technology in individual enterprises

The parties to this agreement shall aim at closer co-operation regarding enterprise-specific matters, the working situation of NITO members, and their contribution towards the enterprise's further development.

It is in the interest of the employees, the enterprises and society as a whole that companies improve their ability to make use of and develop technology as a means of promoting competitiveness.

The parties to this agreement are agreed that the development of an enterprise's technological environment must take place by means of co-operation between the employees and the enterprise itself. In this connection, the following issues are key:

- technological development
- skills and expertise development
- organisational development

In order to identify problems and find appropriate developmental approaches and work systems, it may be useful to arrange meetings between management and employee representatives within the different divisions and functional areas of the enterprise in question. When possible problem areas have been identified, it may be appropriate to organise further work to be carried out by project or work groups with the aim of analysing said problems and submitting proposals for action plans or specific measures.

Development measures will vary from enterprise to enterprise, and will be adapted to the individual enterprise's situation and requirements. Management and employees at the enterprise in question must make joint decisions on the areas that should be given priority. The parties to this agreement will be able to provide advice and guidance.

In the light of the requirements placed on employees resulting from new technology, it is recommended that the parties at local level should determine appropriate forms of co-operation, focusing on issues linked to training and development opportunities for NITO members.

Chapter XV – Distance work

The parties to this agreement acknowledge that technological development, particularly in the fields of information, telecommunications and computer technology, has provided new opportunities for working outside the concept of a traditional day-to-day workplace. This is frequently referred to as distance work. In enterprises where distance work is relevant, the parties at local level must find appropriate approaches to accommodating this situation. It is recommended that agreements concerning distance work should be made in writing.

Chapter XVI – Diversity, equality and equal opportunity

The concept of diversity is new to Norway. Norwegian equal rights policy is based on a time when Norwegian society was considerably more homogeneous than it is today, and where such issues were confined entirely to women's rights and opportunities. Today, the situation is radically different. As a result it is necessary to extend the equal rights and opportunity concept to apply to all groups regardless of gender, age, ethnic origin, sexual orientation, family situation, etc.

Diversity, equality and equal opportunity must take culture and traditions into account. Achieving change requires detailed development work focusing on cultural adaptation by means of proactive measures. This work must be conducted at all levels and in all areas of the enterprise in question. Efforts must be made to ensure that a holistic approach as adopted when addressing these issues.

Management commitment

Top management must be thoroughly committed to the concepts of diversity, equality and equal opportunity, and this commitment must be reflected at all levels of management. Managers must also be assessed on the results they achieve in this area.

Integration

Diversity, equality and equal opportunity must be fully integrated into day-to-day operations and development work within the enterprise in question, and must find expression in the enterprise's strategy and action plans. Such strategy must be applied when employing new personnel, in relation to promotions, training and skills development, and should be integrated

in position and salary systems.

Diversity in the employment market

Access to qualified personnel is a crucial factor for the competitiveness of any enterprise. Business and industry thus face a challenge in terms of obtaining personnel resources represented by women and minority groups. One way of achieving this is to ensure that the enterprise in question is perceived as an attractive workplace for such groups. Diversity in the workforce and the management team means better decisions and better results.

Family-work life balance

Achieving a good family-work life balance is important at all stages of our lives. A flexible working hour's system is one of the means that can be used to achieve this. Alternative working hour's systems should thus be discussed at local level within the enterprise in question.

Skills and expertise of senior personnel

Working life is currently subject to rapid change, and continuous skills development is of crucial importance.

As a result there is a tendency for older employees in particular to feel they are being forced out of working life. In this connection, NHO and NITO wish to emphasise the requirement for an integrated personnel policy that maintains and develops the skills and expertise of older employees. It must be an objective that as many employees as possible are able to play an active role and be in demand in the workplace right up until retirement age.

Proactive project-oriented action

Working life is currently subject to rapid change, and continuous skills development is of crucial importance.

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the Norwegian Society of Engineers and
Technologists (NITO)

THE CONFEDERATION OF NORWEGIAN
ENTERPRISE (NHO)

Tom Helmer Christoffersen

Oskar Rønbeck