



Fellesforbundet



GUIDELINES

**FOR SECTIONS AND CLUBS
IN CONNECTION WITH THE
NEGOTIATION OF COLLECTIVE
AGREEMENTS**

GUIDELINES FOR SECTIONS AND CLUBS IN CONNECTION WITH THE NEGOTIATION OF COLLECTIVE AGREEMENTS

Preface

In connection with the negotiation of collective agreements and the possible conduct of conflicts, sections and clubs will shoulder many important tasks. In this brochure, we have prepared a "guide" for our shop stewards. The brochure is not a "law book" with ultimately clarified legal conclusions for questions that local shop stewards might be asked during collective agreement negotiations. It is a political and organisational guide for the execution of collective agreement negotiations, where strikes and lockouts may be deployed as weapons by the parties. It is necessary to become thoroughly familiar with the material, so that we avoid undertaking erroneous steps.

The information that is given in this brochure takes its point of departure in the Basic Agreement between the Norwegian Confederation of Trade Unions (LO) and the Confederation of Norwegian Enterprise (NHO)¹, the Articles of Association of the United Federation of Trade Unions and established practices. The term "conflict" will consistently be used throughout instead of the terms "strike" and "lockout". The tasks connected with a conflict are by and large the same regardless of whether it involves a strike or a lockout. In addition to this brochure, the United Federation will also ensure that its sections and clubs receive necessary information during the conduct of the collective agreement negotiations.

Information will always be updated on our Web site.

The text in the booklet will be translated into English and Polish, and made available on the United Federation's Web site.

Terms and expressions in wage settlement negotiations and mediation

On the Norwegian National Mediator Office's Web site there are explanations of common terms and expressions connected with collective agreement negotiations and mediation - <http://riksmekleren.no/>

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¹ The other basic agreements normally have corresponding provisions, but the reference would be a different one.

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SECTIONS AND CLUBS WORK TASKS IN CONNECTION WITH COLLECTIVE AGREEMENT NEGOTIATIONS

Organisational tasks in connection with collective agreement negotiations

This booklet focuses to a large degree on the tasks that the sections and clubs must perform in connection with a conflict. This is because a conflict poses substantial demands on the organisation in all its elements, both with respect to the preparations as well as its execution. There are however a number of tasks that the sections and clubs must perform in connection with the conduct of collective agreement negotiations that are independent of whether the negotiations result in a conflict or not.

The collective agreement negotiations attract a great deal of attention to the United Federation and its organisational elements. The process of promoting proposals for the collective agreement starts in the clubs and sections. This is an important part of the collective agreement negotiations, because the work of anchoring the federation's demands in its members commences already at this time.

Organising and recruiting

The discussions and attention involving the collective agreement negotiations and the federation provide us with the possibility for discussions with the unorganised for purposes of organising them under the federation.

The highest degree of organisation possible is important to our negotiating strength. As per our Articles of Association, it is the sections that bear the responsibility for recruitment, however it will be at the workplaces where much of the activity and the recruitment itself will take place. Our experiences show that the most effective manner of gaining new members is when a colleague asks the unorganised whether they would like to be a member of the United Federation.

It ought to be self-evident that all the unorganised in businesses with a collective bargaining agreement will receive an inquiry from the shop steward with an offer concerning membership. It is important to remember in connection with this that reinstated members must have paid ordinary membership dues to a federation that is a member of the Norwegian Confederation of Trade Unions(LO) for at least 12 weeks prior to a work stoppage in order to have the right to conflict aid and that new members must have paid membership dues for at least 2 weeks. (Articles of Association 1.5.3.2.1-2)

Membership dues arrears (membership dues owed)

It is a precondition that a member not owe membership dues of more than two months in order to retain the right to conflict aid. (Articles of Association 1.5.3.2.1-2) It thus is an important task for the sections to review the possible arrears of their members.

Information

The demands of the parties will be made known at the start of the collective agreement negotiations. It is important to make the demands well-known at the workplaces, both the requirements of the federation, but probably also just as importantly - the demands of the employers. The demands of the parties communicate what is in play during the negotiations.

It is important that a thorough job be done at the workplaces with information on the course of the negotiations.

Work with proposals for collective agreement settlements

The work with acquiring more (active) members, and significant participation in the voting begins already with the proposal process for the collective agreement settlement. By including the most members of the club possible in the work on the proposal, more members will also be interested in the result. Members and the shop stewards at the companies are through their proposals involved in determining precisely which demands will be posed. Some of the members do not like to speak at meetings. In order for them to also have their opinions included, it is also important to go around and talk to people. Work in groups is also a good way to hear the views of members and good proposals. Many have also sent a questionnaire around where people can state precisely which demands they wish the federation to raise. It is possible to get both local and central demands through such a questionnaire.

Work with voting

The voting on the result is an important part of the process surrounding a collective agreement settlement. It is important that sections and clubs plan and carry out the voting in the best possible manner and that the votes give a clear picture of the views of the members. Participation in the voting is absolutely central in this regard. A high level of participation in the voting does not happen by itself, but rather must be ensured through targeted work. Refer in this regard to the Basic Agreement's section 3-4.2.a *concerning rights* and section 3-4.2.d *concerning obligations* to participate in voting on collective agreement proposals and 1.5.2-1 of the Articles of Association where it is stated that *All members who the collective agreement applies to have the obligation to vote.*

Member meetings for voting on collective agreement proposals

Basic Agreement section 5-6.4 (excerpt): *Membership meetings to elect shop stewards and vote on proposed collective agreements may be held during working hours without wage deductions, provided they do not entail any major operational inconvenience.* Furthermore, Basic Agreement section 3-4.3.b: *At enterprises that work shifts where there is no conflict, the meeting or meetings shall be arranged so that all members have the opportunity to vote.*

Preparations for collective agreement negotiations

Enterprises without members – 0-enterprises

The case processing with the collective agreement negotiations begins in the autumn of the year before the main negotiations with a review of all enterprises with a collective bargaining agreement where there are 0 members. Here, the section has two tasks. One is to work actively with every single enterprise with 0 members in order to see whether there are possibilities to organise the employees. The other task is to perform quality assurance on whether it is true that the federation has no members at the enterprise. In enterprises with 0 members, the collective bargaining agreement will not be renewed after expiry of the term of the collective agreement. The Federation will send a separate letter out on this.

Direct enterprises that will be taken out in a possible conflict

The same autumn, a task will be sent out to the sections to provide feedback on precisely which direct enterprises should be taken out in the event of a possible conflict. This is an important task for the section in co-operation with the clubs concerned. The Federation will send a separate letter out on this.

Termination of the agreements

The Norwegian Confederation of Trade Unions (LO) approves terminations of applicable collective bargaining agreements (Form 1). The Federation will terminate the collective bargaining agreements within the established deadline. For the main negotiations, this means that the letter will be sent to the counterparty at the end of January.

Mediation, collective notice, stoppage

Before a conflict can commence, a collective agreement negotiation will go to mediation. When the federation breaks off the negotiations with the counterparty, we go to collective notice (Form 3). The scope of the collective notice is the Federation's members for the collective bargaining agreement in the employer organisation's collective agreement-bound member enterprises.

If mediation is unsuccessful, then the Federation will issue notice of a stoppage (Form 4). It is only first upon the notice of stoppage that the final selection of who will be encompassed by the walkout will be performed. It may concern everyone who is encompassed by the collective notice or only a part of the workplaces to be specified in further detail.

The Basic Agreement section 3-1.1 establishes that the Federation is obligated to notify and carry out collective notice and stoppage for enterprises outside the employer federation to a proportionately identical scope and from the same point in time however limited to what is practically possible.

Registration of members at the proper enterprise

In order to be encompassed by a collective notice and stoppage, a member must be registered at the enterprise. This means that both the clubs and the sections must undertake to go through their membership registry and ensure that all members are registered at the right enterprise.

Preparatory work before a conflict is a fact

Good preparations are important for being able to conduct a conflict in an effective manner. Quite a number of things must be arranged in advance. It is important that the local parties clarify important questions associated with how the conflict can be carried out in good time before any possible conflict. It is much too late to commence the preparatory work at the point in time that a conflict is a fact.

Tasks of the club's Board on leading edge of a possible conflict

Agreements and clarifications with the enterprise

There are a number of conditions that must be clarified between the enterprise and the club before any possible conflict. It thus is important that an agreement be set up that specifies how different conditions surrounding a conflict will be handled. This must be assessed tangibly at the individual enterprise, but can for example be:

- *Running down of production*

As regards finishing of work in connection with a possible walkout, refer to the Basic Agreement section 3-3. If there is a need, the local parties shall agree upon

work necessary for the running down of production. We emphasise that this only can be based on technical and safety-related considerations.

It is common in the National Collective Agreement that the parties centrally grant an exemption for the checking out of guests. Separate information will be given in this, including at the Federation's Web site.

- *Requisite precautions against fire, theft, etc. and in order to prevent equipment and the like from being ruined*

When a conflict occurs, the point of departure for our enterprise clubs is that all work at the individual enterprise is blocked. Before the conflict is a fact – the clubs must discuss with the enterprises precisely which personnel must be present in order to ensure that equipment and the like is not ruined, and that necessary safety precautions are commenced against fire, theft and the like. As a rule, this concerns security guards. but it can also involve other groups.

- *Access to the club office during a conflict*

At many of our enterprises, the club Board has its own club office. In the perception of the Federation, it would be natural that the enterprises grant access to such. Who should have access to the club office must then be agreed upon with the enterprise. If the club, against expectations, does not have occasion to use the club office within the individual enterprise, then the club Board must in consultation with the section establish itself outside the enterprise.

- *Pickets*

It can be expedient to agree with the enterprise on practical conditions associated with pickets, for example use of toilets and other facilities in the enterprise's area.

- *The enterprise's equipment*

If the employees have equipment for private use that belongs to the enterprise, for example a mobile telephone, computing equipment and the like, it is important to agree with the enterprise on whether this equipment will be able to be used.

- *Relationship to other employee groups, for example supervisors*

In its contact with the enterprise, the club Board must also address questions concerning the relationship with other employee groups such as supervisors, etc. In the Federation's perception, such do not have occasion to perform work other than what they perform on a daily basis. These groups thus cannot - under any circumstances - perform blocked work during a conflict.

- *Contract employees, including also construction tasks/contracts*

The relationship to any possible contract employees who perform work as a part of the enterprise's normal production must be addressed with the enterprise's management. In the perception of the federation, neither may these be working during a conflict.

Construction tasks in Norway that are being performed by foreign companies with foreign workers may only be performed if it involves an actual construction task under its own management, with its own employees and in a clearly delineated area. The scope of such tasks must be clarified with the enterprise.

Example:

Mounting of machines with own installation technicians, own tools and own work management. This will occur unimpeded, but without assistance from our members, for example for welding work or crane operation. If the task is predicated upon such assistance functions, then the task must be ended at the moment that there is a need for such assistance.

In those cases where it is difficult to differentiate between what is a construction contract and what is a contract task, the Federation must be contacted.

- *Clarify who in the enterprise is encompassed by the conflict*

In some cases that can be members at the enterprise who are not encompassed by the conflict. It is important in such cases that the local parties clarify in advance who this concerns and how they should behave in the event of a conflict.

- *General contact between club and enterprise*

During a conflict, there may be a need to have certain contact between the club's Board and the enterprise's management. On precisely what basis such contacts will be made, and when such meetings will possibly be held, must be agreed upon in good time prior to any possible conflict.

Employees on assignment outside the enterprise

Some enterprises in our organisational areas have employees who work/have assignments outside the enterprise. These are also encompassed by any possible conflict.

As a point of departure, all the enterprise's obligations for its employees cease when the conflict starts. Agreements must thus be entered into in order to regulate questions that arise during a conflict.

For members on rotation arrangements, a tangible assessment ought to be made in relation to where in the work period the members are at the start of the conflict when an agreement is entered into with the enterprise.

If the members are recalled to the company, or sent home, it is the federation's view that the expenses for this will be covered by the enterprise.

It is important that the clubs negotiate clear and unambiguous agreements with the enterprises.

- *Onshore*
For members at facilities on land attempts should initially be made to enter into agreements that involve the members being able to remain resident such that they participate as pickets and in general meetings where the workplace is located.
- *Offshore*
The same assessments must be made for members who are offshore as for those onshore, but the assessment must in addition include questions associated with the possibilities for transport to land, the capacity for spending the night, safety issues, etc.
- *Mobile workers such as freight drivers and tour vehicle drivers*
The primary rule is that they end their task when they return to their "stationing location", but in some instances they are for example on two-weeks tours, and then they ought to end earlier. Freight/tour vehicle drivers who have multiple day tours should contact their section in order to clarify when and where they should end their work in connection with a conflict.

Contact with the members

Before a conflict starts, the club Board must orient its members on the background for the conflict, and especially conditions at the workplace (reduced access to the enterprise's area, what is deemed to be strike-breaking, possible needs for employees to take necessary personal effects with them before the conflict starts, etc.).

Leading up to any possible conflict, the club must provide for good information preparedness that can be commenced immediately when the conflict is a fact. It is absolutely necessary that the club maintains good contact with its members in connection with a conflict, and the club Board must thus ensure that updated contact information is available for all its members. (See also the section on "The enterprise's equipment")

The club Board must evaluate on an on-going basis the need for member meetings and possibly other activities.

The section's tasks

leading up to a possible conflict

Before a conflict is a fact, the sections must plan how they will look after the members.

Responsibility for these tasks lies with the section, but it is clear that the section cannot handle this without having close co-operation with the clubs.

At the latest when the negotiations are broken off, this work must already be well underway.

It is too late to begin this work when the conflict is a fact.

Account information for strike contributions

Every single member must go into the Federation's member portal to ensure that the account information that has been registered there is correct and possibly adjust it if it is not. The sections will follow up on all members.

Procurement of information on working conditions – part-time, etc.

The sections must procure information on scope of the positions of their members, in practice this is to say that the section must obtain an overview of everyone who is working part-time or has a loosely defined scope for their position. The Federation will send out more detailed information on this.

Student members

The student members must be registered as an employee of an enterprise in order to be encompassed by the collective notice or stoppage.

General meetings

During a conflict, the sections must ensure that a general meeting is called at least once a week. It is important that the first general meeting be held as early as possible, and it hence must be planned already before any possible conflict is a fact. General meetings must contribute to necessary orientations being given in connection with the conflict, and that the requisite controls are performed in general. The members are obligated to attend the general meetings called.

In most sections, it would be natural to call general meetings that encompass all the section's members involved in the conflict. At locations where this is not practically possible, the section must ensure that the club Boards, especially at the large enterprises, call such general meetings, and the sections must then arrange to be represented at the meetings.

Personal finances

A conflict will always be a financial burden for those who are involved. If the conflict lasts for a long time, friction can easily arise due to financial problems. The section ought to inquire to banks and other credit institutions where its members have loans in order to agree on the postponement of principal and interest payments as long as the conflict lasts. Furthermore, the section must procure an overview of those banks that offer conflict loans, and ensure that their members receive information on such.

Conflict – strike or lockout

Scope of the conflict

Any possible walkout (strike or lockout) encompasses as a point of departure only those organised employers who are encompassed by collective bargaining agreements for which a stoppage has been notified.

Apprentices

Apprentices and training candidates on training contracts will as a general rule not be taken out in a conflict, cf. Basic Agreement section 3-2.1 (1). If they are to be encompassed by the conflict, such must be expressly mentioned in the collective notice notification (for example apprentices encompassed by the National Collective Agreement traditionally have usually been encompassed by the notification).

Apprentices who remain at the enterprise must not be placed on work beyond what is natural for them to perform. If the apprentices cannot be placed on work that is a part of their education, they can be granted leaves of absence from the enterprise with at least 7 days notice for the period that the conflict lasts, cf. Basic agreement section § 3-2.

For apprentices who are granted leaves of absence. issues concerning a possible extension of the training time due to the walkout must be resolved in accordance with the Norwegian Industrial Training Act, or corresponding provisions in other legislation.

Apprentices who are members of the Federation, will upon the granting of leave or participation in a conflict also have a right to conflict aid on an equal footing with other members of the Federation who are engaged in a conflict.

Transfer of production

The Federation is of the perception that members of foreign enterprises must not undertake any form of production/work that was supposed to have been performed at the enterprise during the conflict. This also applies when it involves the transfer of production from a foreign-owned subsidiary in Norway to a another country
Example: An enterprise ramps up its production in Sweden to compensate for the loss in Norway.

It is important that a shop steward who becomes aware that the enterprise is transferring, or plans to transfer, its production in connection with a conflict, notifies their local section of this.

Pickets

The section has the responsibility for the organising of pickets at those enterprises that are encompassed by the walkout. In practice, it will be the club Boards who prepare rosters and make arrangements for the pickets adapted to the individual enterprise. Such must be submitted to the section for approval.

The tasks of the pickets are first and foremost to ensure that nobody performs the work that our members should have been performing. It is of great significance that pickets conduct themselves with determination within those tasks they have been assigned, but at the same time with calm and dignity, such that they do not create unnecessarily acute situations.

Strike-breaking

Employees who are encompassed by the conflict must not perform work that would otherwise be performed by those employees who are engaged in a conflict. It must be regarded as strike-breaking if such perform work that otherwise would be performed by those members who are engaged in a conflict.

The enterprise's owner, their spouse and children living at home and the general manager may perform any work at all without being able to be designated a strike-breaker.

Attempted strike-breaking must be reported immediately to the **section**. If at the local level such a development cannot be stopped, then the Federation must be notified. If another notification has not been given, the section must send such a report topost@fellesforbundet.no

Members who become enrolled during the conflict

New members who enrol after the stoppage has been notified are as a point of departure not encompassed by the conflict. For them, a new collective notice

must be issued. For this type of collective notice, a deadline of 14 days applies from when the notice is given until they can be encompassed by the conflict.

Financial conditions during a conflict

Earned wages

When the walkout occurs, the enterprise's obligation to pay wages ceases. The last paid day before a possible walkout is disbursed as earned wages as normal. Wages that are earned during the pay period in which the walkout occurs must be disbursed as soon as possible.

Conflict aid

Aid will be disbursed from the first day of the conflict. In special situations, the Federation's Board can make exceptions from this provision.

In order to be entitled to aid, cf. the Articles of Association 1.5.3.2.1-2:

- the member must have paid their membership dues to a federation associated with the Norwegian Confederation of Trade Unions (LO) for at least 2 weeks before the walkout
- reinstated members must have paid ordinary membership dues to a federation in the Norwegian Confederation of Trade Unions (LO) contiguously for at least 12 months before the walkout
- membership dues form more than 2 months cannot be owed

How much is the aid?

(See also the Articles of Association 1.5.3.2.2-1)

The Federation's Board will establish the size of the aid

Members who work part-time and members on shift and rotation arrangements will be granted aid in relation to their work schedule assigned beforehand. In special situations, the Federation's Board can make exceptions from this provision.

Members who were ill when the walkout commenced have a claim on aid from the day sick leave pay is no longer disbursed. Members who were on leave with parental benefits from NAV, have a claim to aid from the point in time that the leave and parental benefits cease. Members who are serving required time in military service when the walkout commenced will receive aid from the day they are dismissed.

Payment

Disbursement will be performed directly from the federation and to the individual member by use of the Federation's member system. The Federation will establish the point in time payment will be disbursed. The sections will have instructions sent to them with additional guidelines for carrying out the aid payments.

It is important to be aware that of the Articles of Association's revisions in 1.5 concerning conflict aid that among other things states:

- All members to whom the collective bargaining agreement applies have the obligation to vote. (1.5.2.1)
- Members who during a walkout omit voting without a valid reason on proposals for a new collective bargaining agreement will lose the right to continued aid. Disputes between a section and a member concerning this provision will be resolved by the Federation's Board. Other disputes between a section and Federation on use of the voting rules will be resolved by the secretariat of the Norwegian Confederation of Trade Unions (LO). (1.5.3.2.1)
- If members take other work during the conflict, they must notify the section. As long as the members have such work, the aid during the walkout will cease. (1.5.3.2.2-5)

Strikes to create a collective bargaining agreement

Conflict aid and the point in time of its disbursement, etc., will be established in each individual instance with respect to the nature and scope of the conflict.

Extra membership dues

- solidarity actions for those members who are NOT affected by the conflict
Pursuant to the Federation's Articles of Association, members who are not working and who are not impacted by the conflict are obligated to pay extra membership dues, cf. the Articles of Association 1.4.1.5.

The Federation's Board will determine when the extra membership dues will be collected.

When the Federation Board has made a decision to collect extra membership fees, the Federation will immediately issue detailed guidelines on how the extra membership dues are to be collected.

Member of foreign federation

We have no rules in our Articles of Association for disbursing conflict aid to employees connected with foreign federations. If such employees participate in the conflict on an equal footing with our own members (participate in the general meetings, are pickets, etc.) then they must have aid from the Federation.

Norwegian Confederation of Trade Unions (LO) benefits

Through Norwegian Confederation of Trade Unions (LO) benefits, there are two arrangements that may be relevant for members engaged in a conflict. One is the deferment of payments on loans, the other is conflict loans. Conflict loans can be granted under the precondition of an ordinary credit evaluation.

Information on LO benefits (<https://www.lofavor.no/>)

A conflict loan can be relevant if you are financially impacted due to a conflict at the workplace. In order to receive an LO benefit conflict loan, it must be a lawful conflict. Your trade union can answer for whether the conflict is lawful.

Your member benefits:

- Deferral of payments on loans
- Loan type: Loan without collateral
- The sum of the loan is the net wages for two months
- no set-up fee
- Housing loan interest
- Term up to 3 years

We have chosen SpareBank 1 as our working partner

We have chosen SpareBank 1 as a supplier and working partner of banking products in our benefits programme. SpareBank 1 focuses on personal advising and has good products that also support the values we have deemed to be important concerning security and safety. In addition, they have staffed premises across the entire country. SpareBank 1 delivers products for both banking and insurance that give total customer discounts to LO members.

How to obtain a conflict loan

If you would like to set up an LO benefit Conflict Loan or get more information on the product, contact your nearest SpareBank 1-bank.

In order to receive a conflict loan at SpareBank 1 you must first contact your trade union. You must also have established a customer relationship with the bank. The loan requires a current account at the bank and an ordinary credit assessment.

[Download the product datasheet for an LO benefit Conflict Loan](#)

Other conditions during conflicts

Right to holiday / holiday allowance

In the Norwegian Holidays Act, section 9, point 4, it states:

During a lawful labour conflict (strike or lockout) holidays can be established and required to be taken in accordance with the rules in sections 6 and 7. The employer cannot change the time for an established holiday due to a lawful labour conflict. If the employer omits disbursing holiday allowance in accordance with section 11, No.4, then set holidays cannot be deemed to have been taken during the absence.

This involves the provisions on the setting of holidays and the taking of holidays in sections 6 and 7 not being changed in consequence of a lawful labour conflict. An employer may in fact not unilaterally change the time of set holidays.

The Norwegian Holiday Act establishes that the holiday must also be taken pursuant to the law's general rules during a lawful labour conflict. Holiday compensation must be disbursed in the usual manner in association with holidays that are taken during the conflict.

Among other things, this involves:

- Set holidays having to be taken during the conflict unless the parties agree on something else. The employer cannot change the time for an established holiday due to a lawful labour conflict.
- If holidays are not set before the labour conflict starts, the general rules of the Holiday Act will apply. This involves, among other things, that the employee may demand notification of the point in time for taking holiday at least two months before the holiday is held. Employers must also comply with the rules concerning the discussion obligation.
- Holiday allowance that has been earned the preceding year must be disbursed on the last customary wage payment date before the holiday. The employee may demand that the holiday allowance be disbursed at the latest 14 days before the holiday is held. Even though due to the labour conflict wages are not disbursed on the day that otherwise would be the last customary wage payment day, the holiday allowance must be disbursed on this day. The employer must in fact disburse the holiday allowance even if the labour conflict is taking place. If the employer refuses to disburse the holiday allowance, then the set holiday cannot be deemed to have been taken during the absence.
- Holiday allowance that has been earned for the current holiday year shall not be disbursed in the event of a resignation in connection with a labour conflict.

Right to sick leave

The Norwegian National Insurance Act has in section 8-31 provisions concerning the right to sick leave payments during a conflict.

Employees who have been put on sick leave by a doctor before the walkout occurs have a claim for sick leave payments from the National Insurance Office during the walkout.

The individual NAV office takes the place of the employer and also disburses sick leave payments during the employer period. As long as a member is on sick leave during the conflict period, the NAV office will disburse the sick leave payments. If the absence due to illness lasts beyond the conflict period, then the employer period will continue, from the day that the walkout has ceased. From the point in time the sick leave ceases, but where the conflict continues in effect, conflict aid will be paid.

Employees who are on sick leave by their own notification when the walkout starts, or are placed on sick leave by a doctor after this point in time, have no claim for sick leave payments.

Insurance coverage

The LO's leisure time accident insurance applies for our members who are impacted by a conflict. This also involves that members who are active as pickets or in other activities during the strike are covered in terms of insurance by the LO's leisure time insurance. The insurance coverage also applies to trips to and from the home.

With respect to compensation amounts and terms and conditions, refer to the Web site for LO benefits (www.lofavor.no).

Leave

Employees who have been granted leaves with pay before the walkout is commenced are not encompassed by the conflict as long as the leave lasts. This involves these employees having a claim for having their leave being allowed to be carried out with pay regardless of the walkout. In general, employees do not have a right to have new leaves granted pursuant to collective bargaining agreements (for example short welfare leaves or other types of leaves that are normally applied for based on the provisions in a collective bargaining agreement) as long as they are encompassed by the walkout.

Lay-offs

- *Walkout in own enterprise*

Employees who are not encompassed by a conflict in their own enterprise may be laid off pursuant to the Basic Agreement's section 7-1, provided that they no longer can be employed in a rational manner. In such cases, 14 days notice must be given. With respect to section 7-5, a special rule applies however concerning conditional notification. The individual who might be affected by the lay-off must be notified as far in advance of its implementation as possible (cf. the explanation of conditional lay-off notification below).

- *Walkouts in other enterprises*

Conflicts in other enterprises can give justifiable grounds for lay-offs as per the Basic Agreement's section 7-1, and in such case the rules on 14 days notice do not apply. The enterprise is however obligated to give such notification as is possible. Basic Agreement section 7-3, No. 4.

- *Conference with shop steward*

Before notification is given, the shop stewards must be conferred with. Minutes must be kept of the conference. The notification deadline in the Basic Agreement section 7-3, No. 1 and No. 2 only first start running after the conference has been held.

- *Norwegian Act relating to obligation to pay wages during lay-offs*

Section 3, No. 3, in the Act relating to the obligation to pay wages during lay-offs establishes that the employer's obligation to pay wages does not apply in the event of lay-offs that are a consequence of a labour conflict.

- *Conditional lay-off notification*

In the event of a conflict at their own enterprise it may be relevant for the employer to issue a conditional lay-off notification to employees who are not encompassed by the conflict. The notification itself must be given with 14 days notice, cf. the Basic Agreement section 7-3, point 1. When it becomes relevant to implement the notified lay-offs, notice must be given as far in advance as possible provided that at least 14 days have passed since the lay-off notification itself, as mentioned above, was given, cf. the Basic Agreement section 7-5.

- *Unemployment benefits during lay-offs*

We make reference to the Norwegian National Insurance Act section 4-22 - Cessation in the event of strikes and lockouts:

No unemployment benefits will be disbursed to members who are participating in a strike, or who are encompassed by a lockout or other labour dispute. The same applies for members who are not participating in the labour dispute, but who due to the labour

dispute become unemployed at the enterprise or workplace that the dispute concerns, if it must be presumed that the wages or working conditions of the individual will be affected by the outcome of the dispute.

This involves that employees who have already been laid off due to reasons other than the conflict will lose the right to unemployment benefits if their wages and working conditions will be affected by the dispute.

- *Conflict aid*
Conflict aid is given when members have been laid off in connection with a conflict and they are not entitled to unemployment security with respect to the National Insurance Act.

Exemptions

If the enterprise is of the opinion that it must have an exemption from the conflict, it must send an application to its employer organisation (National Federation) concerning an exemption from the walkout (the conflict). If the employer organisation chooses to send the exemption application to the Federation, it is the Federation that will process and decide whether the application should be granted (enterprises that have a direct agreement with the Federation, and which are encompassed by the conflict, will send any possible application directly to the Federation). Such exemption applications are solely the responsibility of the enterprise, and the clubs/shop stewards must not make their views known on - or sign- the applications.

Only by direct inquiry from the Federation should the clubs/shop stewards make their views known, and then only to the Federation.

All exemptions must be approved by the Federation, cf. Basic agreement section § 3-3.

Voting

The section's Board bears the responsibility for the voting in its area.

In the event of voting over a collective agreement proposal, the Federation will, through a circular provide an account of those rules that apply for conducting the voting.

Provisions concerning collective agreement revision, voting and walkouts are found in the Federation's Articles of Association 1.5, and in the Basic Agreement section 3-4.

All voting must as a rule be performed such that the members are allowed to cast their ballots at their workplace, and in general in accordance with the rules that are discussed here. It is important that the voting be conducted in an appropriate manner such the members who work at different times and with free periods also have occasion to cast ballots before the deadline.

Ballots

Together with the proposal, there will be a ballot that must be used in connection with the voting. There will be no occasion to use other ballots. Only either YES or NO should be ticked. If anything else is written in the ballot it must be discarded.

The meetings that are held to orient the members at the individual enterprise must be conducted before the voting is undertaken.

The voting must not be performed at the orientational meetings. The members must have occasion to scrutinise the proposal and comment on it before they vote.

Obligation to vote

We refer to the Basic Agreement section 3-4.2.d and the Federation's Articles of Association 1.5.2.1: "All members who the collective bargaining agreement applies to have an obligation to vote".

Execution of voting

- *Voting Board*

The voting will be managed by the section's Board, a section-elected voting Board, the club Board or a voting Board elected at the workplace. The voting must as a primary rule take place jointly for the entire enterprise. For larger enterprises where this is not practically possible, the voting can occur by groups. In such case, a voting Board must be appointed for each individual group.

The voting Boards can consist of 3 or more members in relation to the enterprise's or group's size and based upon practical needs. The voting Boards will be appointed from among those who are familiar with and have the best experience with such tasks.

Where no separate enterprise club has been formed, the section is responsible for the execution of the voting.

- *Ordinary voting*

The voting will take place by personal attendance at a central and appropriate location at the enterprise. The voting Board will conduct a check by ticking a list. Upon request, valid proof of membership must be exhibited when voting.

Isolated members to whom the collective agreement proposal applies shall cast their ballots in their section.

- *Electronic voting*

For those areas where it is relevant to be using electronic voting, the Federation will issue its own message concerning such. Cf. Basic Agreement section 3-4.1.

Separate guidelines and systems will be developed for such voting.

- *Voting by post*

If it is relevant to use written voting by post, the Federation will issue a separate message concerning such.

The voting will take place using two envelopes, where the ballot with yes or no is placed in envelope No. 1. Nothing is written on this envelope. This envelope is then placed in the pre-addressed and postage-paid "response letter" envelope (envelope No. 2), which is then posted.

- *Voting offshore / construction sites*

Enterprise clubs that have members at construction sites/installations in the North Sea will arrange for the proposal and ballots to be sent to their members and a copy of the last available extract of the trade union membership fees paid to their contact person / shop steward at the installation concerned. The voting at the installations will be conducted with the same deadline that other members of the Federation have to submit their votes.

The Federation's shop stewards at the construction sites/installations will in this case comprise the voting Board.

As soon as the counting has been performed, the result must be notified by telephone to those clubs that have members who have cast ballots. Subsequently, ballots and marked extract lists will be sent to the club(s).

The clubs that have members at construction sites/installations must, as soon as possible after the counting, further communicate the result to the section in order for these votes to be included in the voting.

The club Board must arrange for voting for offshore workers as well as those on-shore during their free periods. If not, the members must be informed that they must cast their ballots in the section.

- *Controls*

Appropriate ballots must be arranged for. Inspection must be conducted of the ballot. It is not permitted to vote on behalf of others. Only one ballot must be delivered from each member.

The club Board in addition to the voting Board has the primary responsibility for the voting at the enterprise, and must thus check that it takes place in a secret and secure manner, in accordance with the instructions given by the Federation.

- *Records*

When the voting by enterprise is finished, the votes will be counted by the voting Board. A record must be set up where the result of the voting is entered. This record must be signed by the members of the voting Board. The record and the ballots will then be delivered to the section, which will acknowledge receiving such.

- *Reporting of the voting result*

The section will report the result of the voting to the Federation by telephone and confirm the result by the signed voting record being scanned and submitted immediately. The submission can be done by E-mail.

- *Storage of the ballots*

The ballots from the voting will be preserved in a secure manner until further notification is received from the Federation. This is due to the consideration that a new count may be demanded by the Federation.

- *Publication*

The voting result will be released to the public by the Norwegian National Mediator Office if the settlement has been in mediation or by the Federation centrally when a negotiating result is available

Before the result is published, results from clubs or sections must not be revealed. See also the Basic Agreement section 3-4, No. 1 and the Norwegian Labour Dispute Act section 27.

- *Implementation of the negotiating/mediation result*

When a collective agreement proposal has been adopted by the members, it is of great significance that the shop stewards in sections and clubs ensure that the new collective bargaining agreement is followed up on in accordance with the agreement's provisions and with respect to the information the Federation has provided.

The Federation will send a letter concerning the result of the settlement to clubs

and sections. The collective bargaining agreement will be edited by the parties and published when the new collective bargaining agreement has been approved by the organisations.

In brief on the course of negotiations and mediation

Negotiations

As soon as proposals for changes to the agreement have been exchanged between the parties, the negotiations will commence. If agreement is reached on a new agreement, then the recommended proposal will be sent out for voting.

Break-off in negotiations

If the prospects of reaching agreement on a new agreement are not present, both or one of the parties may demand that the negotiations be broken off and collective notice be issued.

Ban on walkouts

If the Norwegian National Mediator's Office, when it has received a notification concerning a collective notice, finds that a walkout for this area would harm public interests, then it may pursuant to the Norwegian Labour Dispute Act impose a ban on a walkout until mediation has been tried.

Mediation / stoppage

During the mediation, the parties are subject to control by the National Mediator's Office.

If 10 days have elapsed after a ban against a walkout has been notified, each of the parties may demand the mediation be ended that a stoppage be notified. The National Mediator's Office then has 4 days remaining in which the mediate before the walkout is commenced. During the course of this 4-day period, there are two things that can occur:

- if the parties with the assistance of the National Mediator's Office arrive at a recommended proposal for a new collective bargaining agreement, then the proposal will be sent out for voting.
- if the parties are standing so far from each other that there is no basis for the National Mediator's Office to submit a proposal, if a proposal is rejected by the negotiating committee or if the recommended mediation proposal is voted down in the voting, then we are facing a conflict situation.

The deadline for ending the negotiations/mediation is normally at midnight, however the parties may agree to negotiate/mediate on overtime.

The mediation can continue on overtime. The Federation will provide information on an on-going basis on its Web site.

It is important that shop steward and members keep themselves oriented on whether negotiations / mediation has resulted in a solution or whether the process will end in conflict.

The Federation on social media:



(<https://www.facebook.com/Fellesforbundet>)



(<https://twitter.com/Fellesforbundet>)



(<https://plus.google.com/+fellesforbundet/posts>)



(https://www.youtube.com/channel/UCn_bcoNrRVuOQKwRz-9heVw?sub_confirmation=1)



(<http://www.linkedin.com/company/fellesforbundet>)

Collective agreement revision – schematic overview of the course of the process

