

**AGREEMENT
BETWEEN
FELLESFORBUNDET/ICEM
AND
NORSKE SKOGINDUSTRIER ASA
ON
THE DEVELOPMENT OF GOOD WORKING RELATIONS
IN NORSKE SKOGINDUSTRIER'S WORLDWIDE OPERATIONS**

1. 1. PREAMBLE

This agreement has been concluded between Norske Skogindustrier ASA, hereafter referred to as Norske Skog, and Fellesforbundet (The Norwegian United Federation of Trade Unions) and the ICEM (International Federation of Chemical, Energy, Mine and General Workers' Unions).

The agreement is based on the signatories' joint commitment to respect basic human rights and trade union rights in the community, and to achieve continuous improvements within the areas of working conditions, industrial relations with the employees of Norske Skog, health and safety standards at the workplace and environmental performance.

On the basis of the company's core values - openness, honesty and co-operation - the parties agree that they should actively co-operate locally, nationally and internationally. Co-operation is to be built on mutual respect, confidence and freely available and honest information. This ensures the possibility for the employees to influence decisions through consultation with the management.

This agreement relates to all Norske Skog operations where the company has direct control as owner. Where Norske Skog does not have a controlling interest it will use its fullest influence in order to secure compliance with the standards set out in this agreement.

Norske Skog will notify its subcontractors and suppliers of this agreement and encourage compliance with the standards set out in paragraph 2 below.

2. 2. CONDITIONS OF EMPLOYMENT

Both parties underline the fact that they respect fundamental human rights and trade union rights, both in the community and at the workplace. The parties also wish to promote these rights in the company's supply chain and with customers.

Within the company's own field of business the top manager for each business unit is responsible for ensuring that the following minimum rules and ILO conventions are not broken:

a) a) Freedom of association and collective bargaining

All workers shall have the right to be members of trade unions. These unions shall have the right to be recognised for the purpose of collective bargaining in conformance with ILO Conventions [87](#) and [98](#). Workers' representatives shall not be subjected to any discrimination and shall have access to all necessary workplaces in order to carry out their duties as representatives (ILO Convention [135](#) and Recommendation [143](#)). The employer shall take a positive attitude to trade union activities, including organising.

b) b) Discrimination

Equality of opportunity and treatment shall be guaranteed regardless of race, colour, gender, religion, political conviction, nationality, cultural origin or other irrelevant factors (ILO Conventions [100](#) and [111](#)).

c) c) Health & Safety

The parties believe that every employee has the right to a healthy and safe working environment. Norske Skog is committed to providing this. To achieve industry best practice the company will involve and work with the employees, their representatives and trade unions, to continually improve the company's health and safety performance.

d) d) Forced labour

Forced labour, including slave and penal labour (ILO Conventions [29](#) and [105](#)), shall not be used, neither shall employees be required to pay any deposit or leave their identity papers with the employer.

e) e) Child labour

Child labour shall not be used. Only workers over the age of 15 - or over legal school age or the age of 18 in connection with hazardous work - may be employed (ILO Conventions [138](#) and [182](#)). If this commitment is, or has been, violated by Norske Skog, the company will ensure that adequate educational opportunities and adequate interim financial support will be given.

f) f) Wages

Wages and benefits paid for a standard working week shall at least be sufficient to cover the basic needs of the worker and his or her family.

Deductions shall not be made from wages as a disciplinary measure. All employees shall receive clear information in writing about the wage scales and deductions from pay before they are employed. Information regarding pay and deductions should be provided to employees each time wages are paid, and these should not be changed other than by written consent of the individual worker or by collective agreement.

g) g) Employment conditions

Employment shall, as a main rule, be based on permanent employment. Temporary and part-time employees should as a main rule receive the same relative terms and conditions

as fulltime permanent employees. All employees shall have the opportunity to take part in relevant educational and training programmes.

3. 3. IMPLEMENTATION

- a) Norske Skog will ensure that appropriate translations of the agreement are available at all workplaces. The agreement will also be made public on Norske Skog's website and Intranet.
- b) Both parties accept that effective local monitoring of this agreement must involve the local management, the workers and their representatives, health and safety representatives and local trade unions.
- c) To enable local representatives to play a full role in the monitoring process, they will be given adequate time for training and involvement in the monitoring process. The company will ensure that local representatives are provided with information, access to workers, and rights of inspection necessary to effectively monitor compliance with this agreement.

4. 4. INFRINGEMENTS OF THE AGREEMENT

In the event of a complaint or an infringement of the agreement the following procedure will normally apply:

- a) Firstly, the complaint should be raised with the local site management.
- b) If the complaint is not resolved with local management, it should be referred to the appropriate national union who will raise the issue with the company's regional president.
- c) If still unresolved, the complaint will be referred to the ICEM Brussels office who will raise the matter with the company's Corporate Management.

Where infringements are found, these shall be reported to the responsible member of management, who will ensure that relevant corrective measures are implemented.

5. 5. ANNUAL REVIEW

The signatories to the agreement will hold an annual meeting in order to review the principles, practice, effectiveness, and impact of the agreement. The aim shall be to exchange views regarding the current situation, and jointly develop further good working relations in Norske Skog.

At these meetings leading ICEM / Fellesforbundet representatives, the Chief Shop Steward of Norske Skog, and representatives of Norske Skog Corporate Management will participate.

The original English version of this agreement will apply in all parts and to all interpretations of the agreement.

6. 6. INFORMATION

Fellesforbundet/ICEM will distribute copies of this agreement to all its member unions that organise employees in Norske Skog companies world wide, and broadly publicise the existence of the agreement.

Likewise, Norske Skog will distribute copies of this agreement to all Norske Skog locations, their partners and contractors in the language(s) of the country concerned and will inform the local management about the conclusion and content of this agreement.

7. 7. ADMINISTRATION AND INTERPRETATION

Fellesforbundet, ICEM and Norske Skog are responsible for the administration of this agreement.

Questions regarding the interpretation of the agreement shall be resolved in accordance with the procedure jointly agreed to by the parties in point 4 above.

The provisions of this agreement represent minimum standards applicable to all Norske Skog operations, and should be improved upon where possible.

8. 8. DURATION AND RENEGOTIATION

This agreement is valid for a period of 2 years, after which it may be prolonged or renegotiated.

Norway/Lysaker, 24 June 2002

Norske Skogindustrier ASA

ICEM

Jan Reinås
President and CEO

Fred Higgs
General Secretary

Fellesforbundet

Kjell Bjørndalen
President