

## **Note from the Norwegian Transport Workers' Federation on port conflicts** ( Lars Johnsen )

### **Background**

It is important to distinguish between conflict by Risavika terminal near Stavanger and Holship Norway AS in Drammen , where there is a requirement to establish a collective agreement , and the situation in Oslo harbor , where the established collective agreement being attacked by employers . The relationship between these cases is that employers are fighting to get rid of the registered (and organized ) dockers , reducing ILO Convention 137s importance and scope , and the preferential right to work that is regulated both in the Convention and collective agreements . The collective agreements for the ports and the preferential right weakens the employers control right out of the norm in most ordinary collective agreements .

Dockers in the ports are permanently employed in the loading and unloading office, whether owned and operated by the union or union owns and operates together with employers in the harbor. In the largest ports have employers ( users in the harbor ) majority of the Board of loading and unloading office. It is this board that appoints and terminates the loading and unloading workers. Dockers shall , in addition to providing for distributing the permanent staff of the unloading and loading missions office undertakes , also make sure that casuels when there is a lack of permanent workers and attempt to provide loading and unloading workers from other port worke users is need , eg . truck driving and other terminal work relating to the loading and unloading work.

Until 2000, this organization of loading and unloading office regulated as an exception to the Employment Act § 26 and 27, ie, an exception to the prohibition on conducting private placement and provision of personnel. NHO (the employers main organisation ) believe that repealing the ban on private placement and provision of personnel in 2000 means that the establishment of loading and unloading office in the ports have been illegal under the Employment Act of inputs and provision of personnel. This will probably come up in appeal before the High Court in Risavika case.

Unloading and Loading offices undertake unloading and loading operation of ships for all users of the port , for both small and large users , the non - profit basis. Without the coordination of loading and unloading activities in one office per port work would be split up in several oppdrags-/arbeidsgivere and it would be impossible to have loading and unloading work as a full-time job and a livelihood for port workers . Presumably this would have meant that the work would be done by casual labor without collective agreement , without the training and the necessary certificates , as it was before the port workers organized themselves and got collective agreements for more than 100 years ago.

The European Commission has proposed to change the organization of port operations in Europe twice, motivated by the desire to liberalize port operations , remove the port workers' rights to work and establish " free competition " in the ports . European dockers fought against both EU 1

and 2 Port directive and won both times . The EU White Paper on transport suggests nevertheless Commission again liberalization of port operations and free competition in seaports.

Collective Agreement at the ports is normal severance , ie without local wage bargaining . The base salary is currently NOK 6 671.63 per week ( 177.91 per time/37 , 5 hours per week ) . For work beyond normal working hours paid 50 % addition by 21.00 and 100 % surcharge for work after 21.00 and until the work ends on regular weekdays and weekends. Revision of the agreement in 2013 , the employees within tariff areas in harbors low pay increase of NOK . 1.40 because their salary was below 90 % of manufacturing workers . Usually, work hours / attendance time during the day , ie it is only marginally adopted shift because the ship movements are irregular and thus the workload and work varying times . Therefore dockers in reality be available 24 hours a day, 7 days a week and 364 days a year ( May 1 is the only day off, when performed just work related to passenger ferries) .

### **ILO Convention 137**

ILO Convention 137 was adopted by the ILO ( UN agency ) in 1973 to protect the port workers in connection with the technological change of the loading and unloading of ships methods , including roll on / roll off and containerisation . The Convention provides " registered dock workers ' rights to harbor work . The ILO Convention was ratified by Norway in 1974. In the first report from the government to the ILO in 1976 defines the port work unloading and loading operation of ships, ie, a narrow definition . Other countries have chosen to define the port also worked as a crane driving, truck driving and terminal work in the ports . The Norwegian government defined dockers as the loading and unloading workers in the ports that had this work as their main occupation and who was entitled to unemployment benefits for former law . This is a narrow definition which excludes for example . loading and unloading workers who do this work in relation to other work such . manufacturing, terminal work, work on oil base . How the Government in its first report to the ILO in 1976 defined port work by the ILO Convention , there will be a limited group of dockers who ILO Convention priority for port work.

The Norwegian government has obtained an overview of registered dock workers since 1976. In 1976 there were over 3,000 port workers in Norway who were members of the NTF , in 2012 , we reported to the government that we had 413 registered port workers as members , ie a significant decrease in the number of ( organized ) dockers despite the significant increase in tonnage to / from Norway on ships. In the 2004 report shows that about . 95 % ( 468 of 492) of the registered dock workers in Norway are organized into NTF . We have no comparable figures for the organization 's degree from reporting in 2007 and 2012 , when the government has only reported the number that NTF has been submitted. It is not created a central repository for port workers as Norway under the Convention are obliged to . LO and Norwegian Transport Workers ' Association took up the matter with the ILO in 2004 without practice is changed. In the Supreme Court for judgment in the Sola case ( Rt 1997 p 334 ) says the first Justice to the Framework Agreement between LO / NTF and NHO § 2 paragraph 1 "is to be regarded as part of the fulfillment of Norway's obligations under ILO Convention 137 on port work. " This provision in the collective agreement says " loading and unloading work [ should ] be performed by loading and unloading workers, " ie, that this agreement provides dock workers covered by this Agreement both a tariff -related and a convention -related bonds for port work.

NHO argues that both the collective agreement and the ILO Convention only applies to publicly owned port, but neither the collective agreement or the ILO Convention have such a restriction in its scope . The collective agreement has, however, one exception to the general rule that the company's own people can be used for unloading and loading of enterprise own facility ( the ship does not count as the company's own facilities) . This means , in our opinion , that the collective agreement also applies to private ports in the event the company does not use its own employees to do the work . In a judgment of Sunnmøre District Court from 2000, this was determined and it was also set as a premise that it was the company's own goods (raw materials or finished goods ) that were unloaded or loaded . In addition, most collective agreements for crew a provision that the ship's crew shall not perform the loading and unloading work in ports with registered dockers ( Cargo Handling Clause ) . If employers reach their goal of removing the registered dockers from ports in Norway they are free to use the ships' crews , often with an hourly wage of 20-25 dollars, to perform loading and unloading work. The aim of the employers was to get social dumping also in the ports .

### **Tariff requirement by Risavika Terminal AS**

Risavika Terminal was established in 2009 and is a member of the National Association NHO and NHO Logistics and Transport ( NHO LT ) . In 2009, searched Norwegian Transport Workers' Federation ( NTF ) LO collective agreement for loading and unloading work at Risavika Terminal AS. Trade union Industry Energy ( IE ) objected to our application and this was then treated by the Confederation of internal disputes forum for such disputes, Organizing Committee . NTF got against IE's voice, support from LO unions to establish an agreement by now . This means that it is Norwegian Transport Workers' Federation who have acquired the right of the LO and the obligation to create collective agreement for loading and unloading work at Risavika Terminal AS , an area that today is without a collective agreement.

The requirement for agreement at Risavika Terminal was then presented to the NHO who declined to establish a collective agreement with NTF . The case was then brought before " The Permanent Arbitration Tribunal LO - NHO " which treats such disputes between LO and NHO. The conclusion of this committee was that none of the collective agreements in the LO / NHO menu were useful for loading and unloading work at Risavika Terminal, ie neither our framework agreement (limited to Stavanger harbor ) or IE's Land Base Agreement . Unloading and loading work by Risavika Terminal is a so-called "tariff empty room " and NTF are responsible LO to fill this empty space with a deal . This conclusion from the Permanent Arbitration Tribunal means that the wage claim shall be treated in accordance with Labour Disputes Act , ie the fight right , and not by the Master Agreement , the peace obligation . After the ruling of the Permanent Arbitration Tribunal we promoted a new requirement for a new collective agreement , Risavika Agreement. When this was rejected by the NHO fall of 2012 , we announced a boycott . NHO sued us when both the Labour Court for Oslo District Court , and we delayed the implementation of the boycott these the courts had dealt with the matter .

For Labour Court claiming NHO that we could not use the methods of struggle because workers were employed in the loading and unloading office and not in business. In addition NHO believed that it was essential for sympathy strike / actions that the main conflict was a strike. NHO did not succeed in any of the allegations. We prevailed that

there was required of employees in the company to demand collective bargaining agreement , the boycott was a legal battle means thereby that the sympathy strikes in connection with the boycott would be legal.

In the writ of NHO Oslo District Court claiming that the forecasts boycott would be illegal under the embargo law. Also this claim they lost . It is not contrary to boycott the law to use the boycott as a means of struggle to get approval for tariff requirement by Risavika Terminal AS.

Oslo district court's judgment is appealed , but we chose to notify boycott on the basis of the District Court's ruling . Norwegian Transport Workers' Federation has previously (1977 ) had a similar case in the same port area of criminal justice that went all the way to the Supreme Court ( Sola case). Supreme Court 's claim that the boycott was a legal battle means to achieve collective agreement also in this case , and we therefore believe that the question of boycott is adequately treated in the justice system . The appeal we consider as waste of resources in the courts and as an attempt to postpone the issue .

The boycott was implemented from 1 November and we have also initiated sympathy strikes in Tromsø and Mosjoen haven from 7 December to support the requirement for a collective agreement for loading and unloading work at Risavika Terminal . Today is performed loading and unloading work at Risavika Terminal AS of hiring employees from NorSea , an oil base nearby , these workers are organized in IE and Land Base Agreement, the employees of Risavika Terminal ( senior staff) are members of IE . They were members of the Association of Management and Technology ( FLT ) until the summer of 2012, and it was a collective agreement between the company and FLT . This collective agreement is valid until the year tariff revision.

In addition to contract workers from NorSea , also used the ships crew for loading and unloading work. The crews came mainly from the Philippines and have very low wages compared with Norwegian workers. This is what we call social dumping. In addition, this is in violation of collective agreements to sailors who have a loading and unloading clause ( Cargo Handling Clause ) which states that where it is registered dock workers will not unload and load the work performed by the ship's crew. The case at Risavika Terminal is thus a normal requirement of establishing a collective agreement and a fight against social dumping. But we have an employer who refuses to create collective agreement. We therefore use legal methods of struggle ( boycotts and sympathy strikes ) to establish collective agreement.

Requirements for a collective agreement with Holship Norway AS in Drammen harbor Holship Norway AS is a daughter company of the Danish Holship AS. The company was established in Norway in 1996 and has used the loading and unloading workers in Drammen port calls by up to 31 December 2012. As of 2013 , the company has stopped hiring Docker from loading and unloading office in Drammen. Unloading and loading work has been carried out by the ship's crew and employees . In April 2013 required the Norwegian Transport Workers ' Association collective agreement with the company, but the claim was rejected. We have alerted boycott of the company, but we chose the same time to put forward the case for Drammen District Court to assess the legality of the boycott . After the boycott law should boycott any notice to be considered separately . Holship Norway has , through his lawyer Enterprise Association , argued that the collective agreement and thus the boycott is illegal. This justifies that the organization of ports in Norway , with loading and unloading office , in violation

of the right of establishment of the EEA Agreement and in violation of the European Convention on Human Rights because it is forcibly organization in the ports .

Both statements from Holship was denied by Norwegian Transport Workers' Federation in the trial that went in Drammen City Court from 13 to 16 January 2014. The judgment will come in early February 2014 .

### **The situation in Oslo harbor .**

In Oslo harbor is the collective agreement " Framework Agreement on fixed salary system for loading and unloading workers" asserted , and it is in accordance with the Agreement established an administrative body for loading and unloading work , Oslo Unload and Load Office ( OLLK ) . This office was established by employers and employees in the community , and by the Convention , employers have a voice in terms of majority in the governing bodies , the Board and Personnel Committee.

The conflict in Oslo harbor is a conflict with the assumption that employers violate the existing collective agreement. There are two points which can be mentioned:

- o Employers and employees share equally in the costs of operating the club office and wages of the club head ( 60 % equality ) . Employers have refused to pay for this.

- o Agreement between the Parties to the Oslo harbor has a provision that the number of regular loading and unloading workers will be increased over time if it is used contract workers to more than 10 % of the workload. In 2011 there were 43 employees dockers in Oslo and a consumption of " casual labor " of 12.1 % , in 2012 , the number of permanent employees was reduced to 41 and consumption of " casual labor " increased to 14.3 % . Now there are 37 permanent employees OLLK , and in the first 40 weeks of 2013, it employed 15.7% " casual labor " . Instead of increasing the number of permanent employees loading and unloading workers , they announced the dismissal of five employees . To serve today's 37 employees dockers were employed 38 crane operators of the Port Authority .

The first point has resulted in the Oslo Wharf Workers Union ( OBF = club) has been forced to shut the club office due to lack of funds . This course goes beyond the work of the club and thereby beyond the communication and cooperation between the parties.

The reduction in permanent employees OLLK has meant that at times it is difficult to provide the necessary personnel for unloading and loading ships. Instead of taking up negotiations between the parties in Oslo harbor , Dampskibsexpeditørernes Association ( employers ) and OBF to solve the staffing crisis , employers have unilaterally set the others to perform the work as dockers have priority under the collective agreement .

In the note on port tariffs recent cases that have been featured in the press , this has been without the necessary certificates and expertise to perform the loading and unloading work. Safety representatives have therefore stopped this work by the Working Environment Act § 6-3 because they believe that there is a " danger to the life or health." There are no actions in Oslo harbor , but disputes over monitoring of agreements. Staffing dispute has been in negotiations both between Norwegian Transport Workers' Federation ( NTF ) and NHO Logistics and Transport ( NHO LT ) , and between LO and NHO without consensus . The dispute concerning the transfer of assets to the club office was recorded on 18 December 2013 in the negotiations agreed between NTF and NHO LT, but as of today ( 1/19/2014 ) has not NHO LT been willing to write protocol in the case.

It also put forward a number of claims about the situation in Oslo harbor which increases the level of conflict :

□ In an opinion piece in Aftenposten from eg harbor master Hamran our it was alleged by port workers had " the world's most expensive lunch " . Today's break scheme is regulated agreement but then prevailed in Aftenposten came, the parties negotiating staffing and execution of eating breaks. We have been willing to discuss a revolving matpauseordning , but on condition that it be staffed so that it is at all times three loading and unloading workers who work on each container crane . Three men is a minimum staffing for unloading and loading of containers, with one person ( signaller ) that signals the crane operator , and two persons handling the containers. It is not possible to drive the unloading and loading in a safe and good enough with a lower staffing. Employers refuse to go along with this. Norwegian Transport Workers' suggested in March 2013 that the container cranes at the Port of Oslo staffed with four loading and unloading workers in addition to the current two crane operators . In this way, the breaks conducted in shifts and the taps run continuously . This was rejected by the employers. In Gothenburg harbor container cranes are staffed with two threads , ie two crane operators and six loading and unloading workers. These work a shift of 1.5 hours of work and 1.5 hour break through the shift of 8 hours .

□ The dock workers are accused of working little and serve well . The chairman of the harbor say they work 28.5 t week , and that in 2012 had an average salary of NOK 605 000. This is not possible with the current collective agreement. Basic earnings (daytime ) was in 2012 at NOK 166.63 per hour, and although all of the 28.5 hours a week being performed on stage with a 100% supplement will provide an annual income of approx . NOK 500 000 , - incl holiday pay. It may well be that OLLK averaging can bill customers for handling 28.5 per week per employee . But dockers currently has a fixed Daily working hours ( at the disposal of the employer ) of 37.5 hours per week from at . 07.00 to 15.30 . In addition, they must work overtime or work outside normal working hours , and they've paid extra for . Often these hours beyond the regular working hours time off against hours . Figures from the approved accounts for OLLK for 2012 show that of the 41 full-time loading and unloading workers had an average annual salary including holiday pay, overtime pay and inconvenience allowance of NOK 537 000

Oluf Mohn , manager of OLLK and head of Dampskibsexpeditørernes Association , admitted in court Holshipsaken all dockers in the port of Oslo had a working time of at least 37.5 hours per week , and that thereby the math was not in relation to working hours, but the time OLLK to bill customers for loading and unloading work. Oslo Unload and Load Office ( OLLK ) is owned jointly by port workers and employers . The office organizes and manages all loading and unloading at the docks , and that's where dock workers are employed. Employers have said that the majority of the board of OLLK . It is therefore quite bold to accuse workers that employers are not able to organize the work so that we could drive with loading and unloading or supplied to other work in the harbor of the time we are at the employer's disposal.

□ There have also been negotiations between the parties to introduce a regular shift work among dock workers in Oslo for the harbor manned around the clock and throughout the week. But to achieve such an arrangement , ie meet the need for staffing 24 hours a day , every day of the week and the year , make staffing increases. It will probably be at least need two gangs of minimum three men on each shift and possibly in addition additional staffing to carry meal breaks without stopping production . With such an organization would be staffing needs at least 60 employees . We understand that employers think this is too expensive and impractical since

there are large variations in the workload per day and at what times a day. We therefore intended that the present system is the cheapest and most flexible , but we have been willing to make changes within the collective framework. Today set dockers up at all hours in the collective agreement and working legal limits .

□ We have also been willing to make changes to the agreed rules lieu of overtime, ie giving employers greater influence when it can be removed . This too is rejected by employers .

□ Chairman of the Port claims that the conflict on the docks can cause air traffic at the airport will stop and that the presents will arrive . This is nonsense . None of dock workers affiliated OLLK involved in the handling of aviation fuel .

Unfortunately , it seems that the actors in Oslo harbor , the harbor master Hamran and Chairman of the Port of Oslo Stilluf Karlsen in the lead, trying to incite conflict in Oslo harbor . The latter urged union leader Roger Hansen Debate NRK ( Norwegian National Broadcasting ) to take the employees in Oslo on strike . Why ? What should strike the foundation be? In his memorandum to the Transport and Environment Committee , there are countless mistakes :

□ In the note he writes " NTF thinks that it is their members in Stavanger Unload and Load Office who shall have priority ...". We can confirm that there is LO who has decided that we shall have the right agreement for this work by Risavika Terminal and we have a duty to follow up on this resolution in LO , thereby establishing a collective agreement. We have argued that it is our members who shall have the rights , but dockers covered of the collective agreement which shall have priority , regardless of whether they are organized in Norwegian Transport Workers' Union or not.

□ He argues that the conflict in Risavika concerns which LO unions to organize workers in Risavika . The issue is not about this. We have not claimed that any of the employees of Risavika Terminal AS replacing union , but we have demanded the creation of a collective agreement for the loading and unloading work at the terminal . This work is not performed by the terminal staff . In fact, IE's management also agreed that it is we who have to deal court for loading and unloading work at Risavika Terminal AS.

□ Karlsen asserts , without evidence , that our form of organization of port work is "very expensive , inflexible and not suited to the technological progress of loading / unloading and an efficient organization of port terminals . " The proposal from us to deal Risavika Terminal means that the terminal only pay for the hours dockers used in the harbor. Stavanger Unload and Load Office provides the necessary and qualified personnel within an hour of ordering. Billing price per hour is very low because the office has low overhead and is run on a non - profit basis. As a result of new technology and adapting to this , the number of dock workers declined from over 3,000 in 1976 to approx . 400 today despite the fact that the treated tonnage increased significantly. It was to secure the port workers of this reorganization that the ILO adopted its Convention 137 in 1973. This convention is as important today as it was in 1973. Today rented loading and unloading workers from NorSea which workers have a basic salary is NOK 97,000 higher than our collective agreement. Nevertheless claim Risavika Terminal that a collective agreement with NTF will double the cost . This can only be explained by an extensive use of the ship's crew of low wages and no cost for the terminal. In Dagsnytt eighteen Monday 9 December 2013 said Carl I. Hagen, Transport and Environment Committee Deputy Chairman ,

that there was also a measure of Oslo harbor to take the ship's crew for unloading and loading, ie, in violation of the collective bargaining agreements that are used for harbor work , in violation of international collective agreements for the ship's crew and in violation of ILO Convention 137 which Norway has ratified. He further said that the ILO Convention should be denounced by Norway .

□ Karlsen argues that by pulling forward Oslo harbor in Risavika case has only helped to highlight the inefficient arrangements that exist in Oslo, and that this " professional " exchange between Oslo and Risavika is complicated by NTF and OLLK . ( OLLK are loading and unloading office in Oslo ( tariff particular administrative body) where employers have majority and the manager is also head of the local employers' association ; Dampskibsexpeditørernes Association. ) He suggests that there is a conflict in Oslo, but the truth is that there are disputes about the interpretation of the collective agreement which has been or is pending between the central organizations under the provisions of the Basic Agreement between LO and NHO. The " conflict " that has been, has been linked to the OLLK not the right time 've had enough staff to perform the work that it has been ordered workers . In such cases it may be agreed between the parties that are allowed to use other workers , but first be negotiated . A prerequisite for us is of course that the use of remote is very unusual and not three times a week , so it was in November 2013. Furthermore, it is essential that those who do this have the necessary certificates and experience / knowledge. The cases Karlsen refers to was not any of these criteria present and safety representatives stopped work for the Working Environment Act § 6-3 .

□ Karlsen argues that " NTF and OBF believes that the workers organized in the NTF have priority in loading and unloading the work in the Port " . We have never claimed. What we claim is that it is loading and unloading workers who have rights to this work. In the collective agreement in force in the port of Oslo said in § 2, paragraph 1: " For vessels of 50 tons dw . And above that goes from the Norwegian port - foreign port or vice versa , the loading and unloading work performed by loading and unloading workers. "

□ Karlsen writes: " Since blockages in Oslo coincides with the conflict in Risavika have all the players connected these conflicts together. " We have no blockade in Oslo harbor , we have not notified sympathy strike in Oslo harbor . We believe employers violate the agreements , but we believe the solution of such violation shall be at the negotiating table and not by provocation and media initiatives . We believe that employers must take responsibility for the staffing OLLK and they must also face the consequences of this under staffing in terms of delays in unloading and loading.

□ As with Karlsen we are also busy harbor the competitive environment in relation to motor vehicle traffic . We are concerned about the social dumping that occurs within road transport , both in terms of legal international (cross-border ) transport, and legal and illegal cabotage (domestic transport performed by hauliers from another country) . Today there are many Eastern European drivers who drive in Norway with a monthly salary of 6-800 Euro ( NOK 4800 – 6400 rates . ) . Some of the Eastern European companies have also begun to import drivers from the Philippines because the Eastern European drivers are too expensive . Unfortunately, the biggest proponent of liberalizing access to cabotage even more (preferably fully Setting domain names free ) NHO Association for ports and terminals ; NHO LT . We believe the fight against social dumping is important in all business sectors . We do not accept that Setting domain names free of



Filipino drivers or other cheap drivers in road transportation will lead to the Filipino crew aboard boats in conflict with their own collective agreements shall perform the port worked as dockers have the rights to .

### **Secret memo / decision of the Port Authority of union busting**

Of course we have speculated why Hamran and Stilluf Karlsen has such hateful attacks on some of the workers in Oslo harbor . We had the impression that they are trying , together with employers in the harbor , creating a conflict to facilitate a political process for the privatization of the Port of Oslo . We felt they abused their positions as councils / staff to conduct a political process to remove the dock workers and replace them with the ship's crew or other cheap and unorganized labor, eliminate collective agreements . Moreover, they would try to replace the permanent appointments of dockers regulated by collective agreement and allow for the loading and unloading workers again become casual laborers who must stand " with hat in hand " and hope to get work . We think it 's a shame that people who are not parties to the collective agreement writing letters to the editor , misinformation , " add fuel to the fire " and interfering in what is collective responsibility of the parties to resolve through negotiations .

We want a greater political involvement in a tripartite cooperation , the parties and politicians , to develop ports in Norway and increase the importance of sea transport and transport volume. Subsequently , in early December 2013 , we gained access to a note to The Port Authority The Port dated 11 November 2012 adopted by the Port Authority 6 December 2012. Note has been prepared in cooperation with the Norwegian Logistics and Transport LT = NHO ( Confederation of Norwegian Enterprise Association who is the counterparty to the NTF in the negotiations for the port area ) . The note and the decision of the Port Authority of Oslo aims to remove the collective agreement for loading and unloading workers in Oslo harbor . The note and the decision is stamped " not for thr public " .

### **The decision has the following strategic areas:**

" ALT . 1: Negotiation way

a) Anne Sigrid Hamran , harbor master in Oslo ( HAV ) and Tom Rune Nilsen ( NHO LT ) asks Terje Samuelsen (Chairman of the Norwegian Port Workers ( NTF ) ) for a meeting .

b ) Oluf Moen ( steam \* ) continues its scheduled run until the summer of 2013 with the aim of negotiating a new Oslo agreement. " \* The vapor is Dampskibsexpeditørernes Association , ie employers' association in Oslo harbor )

### **What happened?**

The meeting between Hamran , Nilsen and Samuelsen is completed and NTF has proposed solutions to the continuous operation of the cranes , ie increase staff by one person , from three to four per crane so that it breaks can be wound up on shifts. Today there are two crane operators per crane switch to work while it is at least appointments , three loading and unloading workers, loading and unloading operations . As previously mentioned and comparison, Gothenburg harbor continuous operation of the cranes . To achieve this , the two threads per crane , ie two crane operators and six loading and unloading workers, who work shifts of 1.5 hours of work and 1.5 hour break through the entire shift of 8 hours . We were also willing to make a shift system , and asked for information about how many cranes and gangs were needed for the day and different

times of the week . Both initiatives were rejected , and the answer was that it had to be sacked further 3-5 employees OLLK . During these negotiations began media attacks from the other party and their supporters who made the difficult negotiations. Oslo Agreement is an adaptation agreement to the central collective agreement - the Framework Agreement. There shall be established such an agreement to the limits set in the central agreement in all ports . These agreements shall , inter alia, regulate breaks , warning times of ship calls ( overtime and unsociable hours ), at least the addition of the various assignments etc. These adaptations agreements are special agreements that follow the collective agreement , the Basic Agreement § 4-2, 4 Oslo agreement was terminated in connection with wage revision in 2012 , but NHO LT withdrew this resignation . Now they were to attempt changes in the middle of the collective agreement .

We were agree with NHO LT changes the rules for time off of overtime, but the employer representatives on the Board of OLLK rejected later this agreement .

### **" Alt . 2: Societal Impact easier to get clarification**

a) printed a letter in the most objective way explains why the preferential right to the dock workers makes it difficult to achieve the goal of more goods by sea . The letter is sent for example to LO and Transport Minister and others. Tom Rune Nilsen ( NHO LT ) writes a draft that is circulated to participants before sending it out . The goal is to get as many players to sign to give it weight.

b ) Anne Karin Hjukse ( Oslo Harour ) makes a proposal to chronicle based on the letter and send this out to attendees. The goal is to get the features into the major national newspapers .

c ) Hjukse ( Oslo Harbour ) prepares draft media strategy to leverage the mementumet which hopefully will occur if we get many players to sign the letter. The strategy is planned implemented next year , ahead of the NTP ( Norweigian Transport Plan ) presentation . "

### **What happened?**

" Partners " started in 2013 a media drive towards the dock workers , they were accompanied these moves, both lazy, overpaid and old communists. They wrote an article in Aftenposten in April about the "world's most expensive lunch " where among other things claimed that a docker in Oslo in 2012 earned 605,000 per year with 28.5 hour work week . With the current collective bargaining agreement , this is impossible , if all the 28.5 hours is the time with 100 % additional ( night and weekend ) , it will provide a maximum of 498 139.69 (incl. 12% vacation pay ) . Average hourly wage in 2012 was NOK . 166.62 . The base salary for 37.5 hours in 2012 was 328,908 per year (including vacation pay ) . To achieve an annual salary of NOK 605 000 must therefore both work much inconvenient working hours and overtime . According to the editor of the E24 is the number of hours used the hours that it has been possible to bill customers for loading and unloading mission , not the time that employees are at work . In addition, wages for those who are sick and contracted ( supleringsarbeidere ) by the number of regulars who on average have been at work . Oslo dock workers union ( OBF ) estimated the average annual salary for port workers in Oslo in 2012 to NOK 537,500 million including holiday pay .

Norwegian Transport Workers' Federation wrote an op-ed response to graded the same day as employers of supporters had their posts. Aftenposten refused to take this op-ed ! This external media kjøret did that confidence between the parties locally / centrally weakened and talks about the organization of the Oslo harbor collapsed .

**" Alt 4 : Obstruction road - how can we obstruct such that dock workers will change.**

a) The Port by Anne Sigrid Hamran implement a project to see how much of the work on the terminal that is possible to automate come.

b ) The Port can stop overtime work for dock workers so as to push forward a negotiated solution . In practice, this means daghavn and major financial burdens for many of the parties. The measure will be considered implemented at a later date .

c ) Through the pricing of different missions vapor can make it less work, when initially terminal work, for dock workers . The workforce has already been reduced by three men , five more will probably disappear in the future. "

What happened?

We are not acquainted with the contents of HAMRAN project to automate the Oslo harbor , which we should have been part of in accordance with the Basic Agreement, Chapter IX on "information , cooperation and participation ." We therefore believe that the Port with NHO has added a race for violations of the social constitution - the Basic Agreement - and some of the key provisions of the agreement , ie a pure tariff violations. Furthermore , we believe that paragraph b) of this option is not only a limitation , but also a pure provocation against both dockers and shipping companies. It is not possible to run a modern port with the opening of at 07.00 onwards to 15.30 . This will cause problems in other ports along the Oslofjord and in South Norway with delays and problems with the ships' slot times (agreed Calls times ) in the main European ports , Hamburg , Rotterdam , Bremerhaven , etc. Such a strategy is unlikely to be accepted by shipping companies and will in case undermine maritime transport in Norway and between Norway and other countries .

Employers used their majority power in OLLK and forced autumn 2012 through changes in billing rates for terminal work. This has meant that the added extra work ( terminal work ) has declined 40 per week from 8404.5 hours (5.6 Dockers ) in 2012 to 1740 hours ( 1.2 Dockers ) in 2013 . In 2011 performed dockers 10,241.5 hours (6.8 Dockers ) terminal work the first 40 weeks . This shows that employers in Oslo harbor override their obligation as a party to the Framework Agreement to seek to provide dockers such work . We regard this as a breach of the peace obligation and an attempt to incite conflict in Oslo harbor .

Regardless of this loss of work in Oslo harbor is still OLLK understaffed , as previously mentioned , there were 43 employees and it was used 12.1 percent casuals in 2011 , in 2012 the figures were 41 employees 14.3 percent using casuals and today there are 37 employees in the first 40 weeks of 2013 was spent 15.7 percent casuals . In the collective agreement states that if used on average more than 10 percent the workers over a period of three months shall be appointed several dockers . This denies employers and threatening instead of dismissal of another five men.

**"Alt 4: Modernization : How can we use the change operation in 2015 to make changes ?**

a) Kathrin Pedersen ( HAV ) consider whether future contracts with operators Sjursøya can be formulated so that the preferential right to the dock workers will not apply when we are over here (see the decision of the arbitration committee that it is right to use the docks , not ownership , which is essential that the dock is considered public ) .

b)

b ) Thor Christian Hansteen ( NHO ) is preparing a note with the following theme: If dock workers using a business combination are employed by an operator , what does it take for your new business will not " inherit "

tariff provisions on bonds. What steps must then be made in advance of the relevant operators . " As shown in this option the goal is clear : they should get rid of the collective agreement empty rights , ie abolish the preferential right is and has been the basis for almost 100 years that it should be port workers bonds for port work and thereby abolish the harbor agreements in force in today , where this preferential right is enshrined . In addition, they will waive the obligations that the Norwegian government has undertaken by ratifying ILO Convention 137 on the rights of harbor work for port workers. The government -appointed board of the Port Authority is actively together with NHO , to undermine the Norwegian collective agreements, conducting union busting and introduce social dumping in Norwegian ports. Without registered dockers will the international collective agreements for seafarers be ignored and it will be legal to use the ships crew to perform loading and unloading work. The collective agreements for ships' crews have only exception for such work in ports where it is registered dockers .

### **Other allegations and attacks from employers**

Violation of human rights

Business Association has complained Norway the Council of Europe Social Committee for violating human rights. NHO has supported Business Association's complaint . They claim membership in the Norwegian Transport Workers' Federation is a prerequisite for being Docker, ie the establishment of a closed shop principle in the ports .

In the Norwegian report to the ILO from 2004 shows that about . 95 percent of the port workers are organized in NTF at the ports , ie 5 percent of port workers were unionized or members of other unions . Also today is about . 95 percent of registered dockers organized. There is thus a high degree of organization among dock workers , but this can hardly be illegal.

LO for its part , earlier complained Norway before the ILO because the obligation to establish a register of registered dockers are not followed up. But this has not changed the practice of government. At the two last report rings ( 2007 and 2012 ) , Norway just reported the dockers who is a member of the NTF and not obtained report how many employees dockers it is the established loading and unloading offices.

### **Violations of the EEA Agreement**

NHO has sued Norway to ESA because of the organization of loading and unloading work in the ports . They argue that the collective agreement provision on the rights and the collective agreement scheme with the establishment of management bodies ( loading and unloading office) is contrary to the freedom of establishment of the EEA Agreement. They argue therefore that the collective agreement they are parties, and which are renewed every two years , is unlawful and in

violation of the collective agreement. This view has Bedriftsforbundet supported in Holshipsaken . Looking internationally on the creation of operators in the ports , the company AP Moller ( Maersk ) soon exclusive / monopoly for unloading and loading of containers in the major Nordic ports Gothenburg , Aarhus and Copenhagen. In addition , it appears that even in Oslo will be a company where AP Moller / Maersk is in a dominant position which gets monopoly for container handling.

### **Administrative Office The relation to the Working Environment Act**

NHO argue that collective agreements administrative body ( loading and unloading branches ) in violation of the new rules in the Working Environment Act concerning entry and provision of personnel. This was their main argument in Risavika case in the Oslo District Court and one of their main arguments in the appeal to the Court of Appeal in this case. Unloading and Loading offices have been operating for over a hundred years, and when Norway in 1947 tightened the rules for employment and provision of personnel , it was made for loading and unloading office or equivalent organsom was created in collaboration between the parties in the transport sector for Rent of labor for the loading and unloading of ships.

When Norway in 2000 , as a result of adaptation to the EEA Agreement , to open for private placement and freedom of establishment of temporary work agencies , the former employment law removed. This is the liberalization of employment and the establishment of temporary staff who NHO claims have led to the scheme of loading and unloading office has become illegal. It could hardly have been the legislator's intention that the liberalization EEA imposed Norway , would remove the exception that the former was the earlier strict law to drive employment and provision of personnel.

### **Collective Agreement and ILO Convention 137 applies only to public ports**

Employers argue that collective agreements and ILO Convention 137 applies only to public ports. Neither the ILO convention or collective agreement has exceptions for private ports .

ILO 137 aims to protect and secure the port workers a secure and predictable income as maritime transport and technology led to major changes in loading and unloading work , independent of whether the ports were public or private. Previously, most traditional ports of Norway publicly owned and publicly run . First, in recent years there has been a fixture in a private ordinary ports . In the collective agreement there is an exception to the priority of loading and unloading work by ' the company's own facilities "when" now own people "is used in this work. This proves that the collective agreement is not limited to public ports. If the agreement had such a limitation would not the exception was necessary . The verdict from Sunnmøre District Court in 2000 also added to this reason. Norwegian Transport Workers' Union had a collective agreement in a private harbor, the Court also finds that in addition to being the company's own plant and the company's own people also had to be raw materials for the company or finished goods from the company that outlet should be applied .

Similarly, the Labour Court has also applied to a case from 1956 regarding the handling of a private dock that Bergen's Mechanical Workshop ( BMV ) took over. On this quay had dockers always loaded and unloaded , although the area was private , but when BMV took over the area ,

they began to use their own employees to work. The dock workers went into action and NTF was summoned to the Labour Court of NHO.

NTF lost the case in the Labour Court. The court held that BMVs employees had the right to unload and load on the key side, the sea was not the company's own facilities. But the court also stated that it was the local dockers who had the right to unload and load on board the ship as it was also on BMVs wharf in Bergen.

### **An important battle for all workers.**

The fight carried to a collective agreement, both Risavika and in Drammen, is an important battle for all workers. The basis for achieving good wages and working conditions is that the employees are covered by collective agreements. It is important that the collective agreement applied is the right deal for the work performed. It is unacceptable that workers covered by agreements intended to regulate another work, which Holship in Drammen who have a collective agreement for the fruit bags. This Agreement does not and can't be used for loading and unloading ships. Therefore, it shall be created a collective agreement in both Risavika and Drammen that covers dockers work.

It is important in all collective agreements that employees covered by the agreement have a right to perform the work agreement shall govern. Therefore, all collective one scope determination and utility. It regulated the work to be performed under the conditions agreed in the collective agreement.

The battle in the ports of Norway is an important fight for port workers worldwide. Employers in North and South America, Asia, Australia, New Zealand and Europe have tried to remove Harbor Workers' rights for port work. They have been defeated. The goal now is to get a wedge in Norway. Neither the European (ETF) or the International Transport Workers Federation (ITF) or the organized dock workers internationally will accept the CBA's purposes or convention advantages right to remove harbor work in Norway.

Dockers rights to harbor work is also helping to ensure equal pay and working conditions for seafarers. Not at least, the Nordic dockers been active in the fight against social dumping at sea. The port workers that blocks shipping when shipping companies do not accept CBA's for vessels or when shipowners violates the signed collective agreements. Without dockers the conditions on board ships would have been considerably worse than it is today.

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