

**THE BASIC COLLECTIVE AGREEMENT
FOR THE CIVIL SERVICE
2006-2008**

Foreword

On 14 June 2006 the Storting approved, with effect from 1 May 2006 the regulation of pay, etc. for government employees in accordance with the minute book of the State Mediator on 24 May 2006 for members of the union confederations Norwegian Confederation of Trade Unions – Section for State Employees, the Confederation of Vocational Unions – Section for State Employees and the Confederation of Unions for Professionals, Norway (Unio).

The Storting also approved the regulation of pay, etc. for government employees who are members of the Norwegian Society of Engineers and the Norwegian Association of Pharmacists in accordance with the minute book of the State Mediator on 24 May 2006.

In accordance with the decision of the Storting, the result of the mediation has been adopted for all civil servants and senior officials including those not covered by the Basic Collective Agreements. The same applies to civil servants in posts excluded from the terms of the Basic Collective Agreements whose pay is decided contractually on the basis of administrative decisions.

In the case of employees who are members of the Federation of Norwegian Professional Associations, the dispute was decided by the National Wages Board on 15 August 2006.

The Basic Collective Agreement for the Civil Service and annexes for the period of 1 May 2006– 30 April 2008 for the Norwegian Confederation of Trade Unions – Section for State Employees, the Confederation of Vocational Unions – Section for State Employees, and the Confederation of Unions for Professionals, Norway (Unio) has been revised in accordance with the results of mediation of 1 May 2006 and the central adjustment negotiations of 1 July 2006 and the decision of the National Wages Board. A more detailed account of the result of the mediation is given in Circular 11/2006, of the central adjustment negotiations in Circular 12/2006 and the decision of the National Wages Board in Circular 13/2006.

All of the annexes to the Basic Collective Agreement for the Civil Service are common to all of the basic collective agreements. The Basic Collective Agreement has the following annexes:

Annex 1 - Pay structure booklet 44.

Annex 2 - Places of negotiation.

Annex 3 - The Government's Declaration of Intent concerning guaranteed job security during reorganization.

Annex 4 - Pensionable variable supplements.

Oslo, 18 August 2006

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1 Central provisions

1.1 Introduction

1.1.1 Parties

The Basic Collective Agreement has been concluded between the Norwegian Government represented by the Norwegian Ministry of Government Administration and Reform for the one part and the Norwegian Confederation of Trade Unions – Section for State Employees, the Confederation of Vocational Unions – Section for State Employees and the Confederation of Unions for Professionals, Norway (Unio) for the other part.

1.1.2 Scope

1. The Basic Collective Agreement applies to every employee covered by the Civil Service Disputes Act unless the parties agree otherwise.
2. Part-time employees shall have the same rights pursuant to the Basic Collective Agreement as full-time employees unless otherwise provided by individual provisions. However, part-time employees holding two or more Civil Service posts may not enjoy more rights pursuant to the Basic Collective Agreement than employees in full-time posts.
3. Apprentices are covered by the Basic Collective Agreement and by central and local special agreements unless otherwise agreed (cf. the Special agreement for apprentices and trainees).

1.1.3 Posts outside the scope of the Basic Collective Agreement

The pay and working conditions of posts that the parties have excluded from the terms of the Basic Collective Agreement shall be decided on the basis of administrative decisions.

1.1.4 Additional employment

Employees may not hold part-time jobs, additional employment, board appointments or other remunerated assignments that may interfere with or delay their normal work unless specifically ordered or permitted to do so.

1.1.5 Cohabitants (both heterosexual and homosexual) and registered partners

Registered partners and cohabitants cf. Joint Provisions section 2, (8) and (9) shall have the same rights as married couples pursuant to the Basic Collective Agreement and central and local special agreements.

1.2 Pay tables

1.2.1 Table A – main pay table, see annex 1.

1.2.2 Table B – supplementary pay table, see annex 1.

1.2.3 Auxiliary tables (prepared as needed).

1.3 Allocation of pay grades to posts

1.3.1 Pay frameworks

Pay frameworks, see annex 1 in booklet P-0824.

1.3.2 Pay structures

- a) General grades (see annex 1 in booklet P-0824)

b) Ministry-specific grades (see annex 1 in booklet P-0824)

1.3.3 Skilled worker/supervisor

1.3.3.1 Skilled worker

Grade code 1203 Skilled worker reflects the appropriate remuneration for employees with an official trade certificate pursuant to the Vocational Training Act.

1.3.3.2 Supervisor

Unless otherwise agreed by the parties in the individual agency, supervisors with direct supervisory functions shall, if appropriate, be granted supplementary pay in accordance with table B so as to attain remuneration (as a total of pay received according to tables A and B) equivalent to two pay grades above the pay received by their immediate subordinates. This shall not apply in cases where immediate subordinates have retained the level of pay received in a previous post pursuant to section 10 of the joint provisions.

1.3.3.3 The term *Supervisor* (arbeidsleder)

The use of the term *Supervisor* (arbeidsleder) by the parties to this Agreement is based on the traditional understanding of the term in Norwegian labour legislation. It thus refers to foremen, overseers and employees in similar posts, responsible for the day-to-day supervision, distribution and control of the work of the employees for whom they have direct supervisory responsibility.

However, there are posts that fulfil the criteria for use of the term *Supervisor*, but which have other designations. Civil servants in such supervisory posts may also be granted supplements in accordance with pay table B when any other conditions are fulfilled. Senior posts of a more technical and administrative nature than operative functions with direct supervisory responsibility do not fall under this provision.

The question of which supervisory posts shall fall under this provision shall be decided in negotiations between the professional administration or agency concerned and the Civil Service unions.

1.3.3.4 Cases of doubt

Any cases of doubt that arise concerning this arrangement must be submitted to the Ministry of Government Administration and Reform.

1.4 Central collective bargaining during the period

1.4.1 Changing the placement of a post within the pay system

1.4.1.1 First year of the Agreement

During the first year of the Agreement, central collective bargaining shall be carried out within an economic framework of 0.5 per cent as of 1 July 2006.

Women shall be granted a larger share of the total amount available than would be indicated by pro rata distribution.

Note:

Negotiations concerning 1.4.1.1 are to be carried out as soon as possible after the completion of negotiations.

1.4.1.2 Measures

Collective bargaining involves the following:

- a) Establishing the number of pay frameworks and their structure.
- b) Deciding which pay framework a post shall be placed in.
- c) Establishing pay alternatives for directly placed posts.
- d) Establishing general rules for service equivalence and job security provisions.

- e) Assigning different grade codes to posts.
- f) Creating or modifying grade codes

1.4.2 Special negotiations

1.4.2.1 Basis for negotiations

During the term of the Basic Collective Agreement, the central parties may enter into negotiations when:

- a. there have been major changes in the fundamental conditions for determining the pay for the different posts/employees. To a reasonable extent, changes that have occurred gradually over a long period are also given consideration.
- b. it is particularly difficult to recruit or retain specially qualified manpower.

The negotiations concern conditions affecting employees in several areas of government administration. If so agreed by the parties, it may also be possible to raise issues affecting posts or employees within specific areas of the administration.

When claims have been presented but negotiations have not been concluded, this shall not prevent the parties from presenting new pay adjustment claims for the same posts and employees pursuant to 1.4.1.

1.4.2.2 Measures

During the negotiations, the parties may employ the following measures:

- a. Posts/employees placed in a given pay framework may be placed differently within the alternatives available for the pay framework.
- b. Posts/employees within a pay range may be placed differently within the pay range associated with the grade code.
- c. Posts/employees may be assigned a new grade code.
- d. Additional seniority may be granted.
- e. Pay may be increased by granting additional supplements in accordance with table B or by making a flat increase.
- f. Deciding which pay framework a post shall be placed in.

If the parties so agree, negotiations may be carried out concerning:

- g. Modification of pay frameworks and pay ranges.
- h. Transfer between pay framework and pay range.

1.4.2.3 Time limit

If negotiations cannot commence within 14 days after claims have been presented, as stipulated by the Civil Service Disputes Act, postponement must be agreed between the parties.

1.4.2.4 Date of implementation

The date of implementation of the settlement is to be established during the negotiations.

1.4.3 Dispute

If agreement cannot be reached at the negotiations, either of the parties may bring the matter before the Government Wages Committee. Notification of this must be given to the other negotiating parties not later than three weeks after the termination of negotiations. A writ of summons must then be sent to the Government Wages Committee within three weeks.

If any of the parties have been able to agree on a settlement, this may not be implemented before the Government Wages Committee has made its decision.

The Government Wages Committee may in special cases deal with disputes where time limits have been exceeded.

1.4.4 Adjustment for the second year of the Agreement

- a. Before the end of the first year of the Agreement, negotiations shall be taken up between the Norwegian Government and the trade union confederations concerning any pay adjustments for the second year of the Agreement.
- b. The parties agree that the negotiations shall be conducted on the basis of the general economic situation at the time of the negotiations and the prospects for the second year of the Agreement. The nominal pay development for government employees in posts covered by the Basic Collective Agreement shall be considered in relation to the remainder of the labour market.
- c. If the parties fail to agree in negotiations, the parties may terminate the Basic Collective Agreement within 14 days following completion of the negotiations and with 14 days' notice with expiry on 1 May 2007 at the earliest.

2 Local provisions

2.1 Parties

The negotiations are conducted between the employer at each place of negotiation on the one hand and the member unions of the union confederations, or branches of these, on the other.

The central parties recommend that the member unions of the union confederations and any branches of these conduct local negotiations according to the "union confederation model", whereby the unions that belong to a given union confederation function as one party during the local negotiations.

2.2 Negotiation rules

2.2.1 Requests to start negotiations

Requests to start negotiations shall be made in writing to each place of negotiation. When the employer wishes to enter into negotiations, the unions concerned shall be notified in writing.

2.2.2 Time limit

Not later than 14 days after receiving a request to start negotiations, the employer shall take contact with the person who presented the request in order to agree on a schedule for the negotiations. If the claim involves employees in other unions affiliated to a union confederation, they shall be notified by the Government's representatives.

2.2.3 Participants

As a general rule, the negotiations shall be conducted by the employer at the place of negotiation and union representatives from the area under negotiation. However, representatives of the employer and union representatives on a higher level have a right to attend the negotiations.

The parties agree that this should occur only as an exception and that, when it does, the opposite party on the higher level shall be notified.

2.2.4 Postponement and termination

If negotiations cannot commence within 14 days after the request has been presented, pursuant to the Civil Service Disputes Act, the postponement must be agreed between the parties. If 14 days have elapsed since the start of actual negotiations, either of the parties may demand termination of the negotiations one week after making such a demand.

2.2.5 Minutes

Minutes shall be taken of the negotiations. The minutes shall include the time and place of the

meeting, the names of the parties and their representatives and the final result of the negotiations. If so demanded by either of the parties, the documents submitted may also be included. If answers are required to proposals submitted, time limits for such answers shall be set and recorded in the minutes. If no agreement is reached, the views of the parties shall be recorded in the minutes on termination of the negotiations. The parties may require statements containing grounds and premises for their views to be added to the minutes. The chief negotiator for each of the parties signs the minutes and receives a copy.

2.2.6 Dispute

Any party that wishes the dispute to go to arbitration must notify the other negotiating parties of this not later than 3 weeks after the termination of negotiations. A writ of summons must then be sent to the arbitration body within three weeks.

If any of the parties have been able to agree on a settlement, this may not be implemented before the arbitration body has made its decision.

The arbitration body may in special cases deal with disputes where time limits have been exceeded.

2.3 Local negotiations

2.3.1 Local pay policy

It is presupposed in the Civil Service pay system that each of the local bargaining parties has a separate pay policy. Each ministry or agency should, on the basis of its responsibilities, staff situation and budget, develop a personnel policy embodying the pay policy. The central parties to the Agreement recommend that the parties at the local level attempt to arrive at a common platform for how the pay system shall be applied and what pay-related measures are needed to achieve the goals of the agency.

Before the start of the annual negotiations, a preparatory meeting shall be held between the parties to review the basis for negotiation, the size of the amount to be distributed, considerations regarding gender equality, etc. and to agree on the final date for pay claims and set up a schedule for meetings.

The central parties recommend that the local parties identify any gender-related differences in pay at all levels, and the negotiations shall help to eliminate such differences.

2.3.2 Place of negotiation

- a. The Norwegian Government decides where negotiations shall take place concerning the various areas of the government administration. Before this is decided, the matter is to be discussed between the Ministry of Government Administration and Reform and the union confederations.
- b. The places of negotiation must be decided before the conclusion of negotiations concerning a new Basic Collective Agreement.
- c. For the term of the collective agreement, the negotiations shall be conducted as specified in annex 2.
- d. If, during the term of the Basic Collective Agreement, it is difficult, owing to organizational changes, to carry out local negotiations at the agreed place of negotiation, the central parties shall clarify where these negotiations shall take place.
- e. If the parties so agree at the place of negotiation, preparatory negotiations may be held in ministerial areas that are not separate places of negotiation. The result of the preparatory negotiations may not be implemented before it is approved by the parties at the place of negotiation.

2.3.3 Annual negotiations

Local negotiations shall be held at the place of negotiation when any of the following

conditions is fulfilled:

- a. funds for local negotiations have been reserved from the central budget
- b. the employer side contributes funds/revenues from its activities
- c. there is a surplus resulting from changes in pay costs in connection with staff changes

The negotiations shall be held once during the calendar year and with effect from the agreed date. The negotiations shall be completed before 31 October 2006.

With effect from 1 August 2006, the parties agree as follows:

1. Negotiations shall be conducted within a framework of 1.65 per cent of the total pay costs at the time of the negotiations, cf. 2.3.3 a).
2. Negotiations shall be conducted within a framework of 0.1 per cent of the total pay budget owing to changes in pay costs in connection with staff changes, cf. 2.3.3 c).
3. The sum of items 1 and 2 shall be calculated by the Ministry of Government Administration and Reform for each area of negotiation and shall be distributed pro rata in relation to the total annual pay costs.

Women shall be granted a larger share of the allocation to local negotiations than would be indicated by pro rata distribution. Particular importance should be attached to considering the relationship between women's and men's placement in and between grade codes on the basis of equivalent qualifications, tasks and responsibility.

At places of negotiation where the highest-ranking official has been excluded from the Basic Collective Agreement, the highest-ranking official may, by arrangement with the elected union representatives, decide pay adjustments for officials at the next-highest level subject to the Basic Collective Agreement. If the parties fail to agree, the dispute may not be appealed. The employer's final offer shall then apply. The parties shall specify which officials are at the "next-highest" level. In the event of disagreement, the matter shall be brought before the main parties to the Agreement. Pay adjustments not covered within the centrally decided total amount shall be covered by the budget of the agency concerned.

At places of negotiation where the highest-ranking official is covered by the Basic Collective Agreement, the immediately superior authority may by arrangement with the elected union representatives at the same level decide a pay adjustment for the person concerned. If the parties fail to agree, the dispute may not be appealed. The employer's final offer shall then apply. Pay adjustments not covered within the centrally decided total amount shall be covered by the budget of the agency concerned.

2.3.4 Special premises

1. The local parties may carry out negotiations in the following cases:
 - a) Fundamental changes have occurred in the circumstances taken into consideration when deciding the pay of the posts or employees concerned. To a reasonable extent, changes that have occurred gradually over an extended period are also taken into account.
 - b) Efficiency measures have been implemented without entering into a productivity agreement, but these measures have resulted in gains that satisfy the requirements laid down for entering into such agreements.

In individual areas under negotiation it may be agreed that negotiations pursuant to a) and b) are limited to one or two times per year. The date for implementation of the settlement shall be fixed during the negotiations.

When claims have been submitted but negotiation or mediation is not complete, this shall not prevent the parties from submitting pay claims for the posts or employees for whom such claims apply in connection with the annual negotiations pursuant to 2.3.3.

2. By arrangement with the elected union representatives, a time-limited or permanent pay adjustment may be granted when there are special difficulties in recruiting or retaining specially qualified manpower or for employees who have made extraordinary work

contributions. If the parties fail to agree, the dispute may not be appealed. The employer's final offer will then apply. Minutes shall be taken of the meeting.

Note:

Claims pursuant to (a) above should be documented by a description or evaluation of the post or by information that otherwise enables measurement of changes in the assigned duties.

2.3.5 Productivity agreement/efficiency measures

A. Productivity agreement

The local parties shall conduct negotiations when productivity measures are to be implemented.

- a) The claim must apply to specific measures.
- b) The productivity criteria must be established and the improvement must be measurable/ascertainable.
- c) The efforts of the employees must have had a definite impact on productivity gains. In cases where gains are the result of the increased investment of resources by the employer, pay adjustments may still be agreed when readjustment and increased efforts by employees are also required.
- d) Productivity gains shall be divided. One part shall pass to the employees and one part to the employer.
- e) The size of the productivity gains received by the employees is subject to agreement in each case. It will, inter alia, depend on the requirements made regarding readjustment and efforts, the previous level of productivity in the agency and how much is required to increase it.
- f) Increased pay is granted to the employees who have contributed most to productivity gains. This may involve all of the employees in the agency or employees in parts of the agency.
- g) At the time of payment, there must be cover for the agreed pay adjustments.
- h) As a general rule, pay may not be adjusted until gains have been realized. However, in some cases, pay adjustments may be made on implementation of the productivity measures and in other cases, when appropriate, may be made in stages as subsidiary objectives are achieved.
- i) The increased pay should as a rule be granted in the form of permanent pay adjustments. This presupposes that productivity gains are of a permanent character. When gains are purely temporary, the additional pay shall also be granted only for a limited period.

B. Efficiency measures

In connection with implementation of measures for enhancement of efficiency, simplification or improved user orientation, the parties may agree on the distribution of financial savings or other gains.

The employer is responsible for documenting/measuring gains resulting from individual measures. Before the employer establishes the size of the gains, the unions may demand that this question be discussed. Payment cannot be made before the gains or savings have been wholly or partly realized.

Payment shall be conditional upon the efforts and participation of the employees. Payment shall be made within a reasonable time.

Besides being used for a single payment, temporary or permanent pay adjustment, such gains or savings may be applied to the strengthening of personnel policy measures and development measures, etc. in the agency concerned.

2.3.6 Measures

Pursuant to 2.3.3, 2.3.4 and 2.3.5, the following measures may be applied:

- a) Employees in posts placed in a pay framework may be granted a different placing within the alternatives available in the pay framework.
- b) Employees in posts placed in a pay range may be granted a different placing within the pay range of the grade code.
- c) Posts may be allocated different grade codes.
- d) A minimum salary may be agreed for employees with specific duties, place of employment, etc.
- e) Special agreements may be drawn up or amended.
- f) Additional seniority may be granted.
- g) Fixed or time-limited supplements may be granted according to table B.
- h) Fixed or time-limited flat increases may be granted.
- i) The measures listed in (a)–(h) may also be applied to groups of employees

During negotiations pursuant to 2.3.4, *Special premises*, special agreements concerning pay and working conditions, cf. (e), may only be drawn up or modified when so agreed between the parties.

Pursuant to 2.3.5, *Productivity agreement/efficiency measures*, it will be possible to agree that the gains may be used for other purposes, e.g. training or welfare.

2.3.7 Scope of application

During local negotiations, the parties may not agree on pay and working conditions, etc. that apply automatically beyond their own area of negotiation.

2.3.8 Appointment in vacancies, etc.

1. Prior to the announcement of a vacancy, the representatives of the unions in the agency, operational unit or area of work concerned shall be notified of the pay to be specified in the announcement.

The union representatives may request to discuss the placement of the post within the pay system.

Union representatives may within three days request that the matter be settled by the immediately superior administrative unit of the agency. This shall take place after the matter has been discussed with the Civil Service unions of the representatives who requested the settlement.

2. On placement of a post within the pay system due consideration shall be given to the principle of equal pay for male and female employees.
3. On completion of a trial period of employment, for example six months after the appointment of an employee by the agency, the employer may reconsider placement of the employee's post within the pay alternatives in the pay framework or pay range.

2.3.9 Disputes

2.3.9.1 Annual negotiations and special circumstances

In connection with negotiations concerning changes in the placement of posts within the pay system and negotiations on the basis of special circumstances, each of the negotiating parties may bring the matter before the Government Wages Committee pursuant to the provisions of the Civil Service Disputes Act.

2.3.9.2 Special agreements

Disputes concerning the drawing up or amendment of a special agreement may be brought by either of the parties before a special committee or the Government Wages Committee, cf. the Civil Service Disputes Act, sections 27 and 29.

2.3.9.3 Productivity agreement/efficiency measures

A. Productivity agreement

In cases where no agreement is reached regarding a productivity agreement, the matter may be settled by arbitration providing that the parties agree on this.

B. Efficiency measures

If agreement is not reached concerning the distribution of financial savings or gains, either of the parties may bring the matter before the Government Wages Committee.

2.3.9.4 Legal disputes

Prior to any legal dispute, cf. section 20 (1), of the Civil Service Disputes Act, when local special agreements are to be brought before the Industrial Disputes Court, the central parties involved shall be notified of the dispute in ample time to give them the opportunity to express their views.

3 Joint provisions

Section 1 General

1. When in the joint provisions references are made to legal provisions, this is done to increase coherence in the text and to render it more accessible to the user. The references are not intended to establish rights or obligations for the parties beyond those laid down in these provisions.
2. Employees may not receive supplements in respect of their posts from municipalities, county authorities or private establishments unless approval is granted by the Storting or the agency so authorized.

Section 2 Definitions

1. The term *pay* applies to the pay for a post in accordance with the rates set out in the main and supplementary pay tables unless the parties agree otherwise. See, for example, section 11 (1). The pay of part-time employees shall be calculated in relation to the hours worked as a percentage of a full post.
2. *Monthly pay* is equal to annual pay, in accordance with (1), divided by 12. *Daily pay* is equal to monthly pay divided by 30. By *hourly pay* in sections 13, 15 and 16 is understood annual pay divided by 1 850 unless agreed otherwise. Hourly pay for hourly paid employees is calculated on the basis of the annual pay and working hours of a corresponding full-time post.
3. *Overtime pay* is equal to hourly pay plus 50 per cent. The higher rate of overtime pay is equal to hourly pay plus 100 per cent. The *overtime supplement* is equal to 50 per cent of the hourly pay. The higher rate of overtime supplement is equal to 100 per cent of the hourly pay.
4. A *pay structure* is a list of the grades in a professional group with the rules that apply for allocation of pay grades and for incremental pay increases.
5. *Seniority* is:
 - length of service in one or more posts
 - any previous service for which seniority is granted according to the provisions laid down in section 4

- additional seniority granted pursuant to the provisions laid down in (6)
 - leave pursuant to section 6, cf. section 4 (3).
6. *Additional seniority* is:
- seniority that the employee may be granted on appointment in addition to that which he or she is entitled to according to current regulations for the granting of seniority
 - increased seniority that the employee is granted through local negotiations
7. An *agency* is:
- any government agency or institution, see section 40 (2), of the Basic Agreement.
8. *Registered partners* are two homosexual persons of the same sex who have registered their partnership pursuant to the Act relating to registered partnerships.
9. For the purposes of this agreement, the following persons are regarded as *cohabitants*:
- two persons who have resided together in a relationship resembling marriage when the records of the National Population Register show that they have resided together during the previous two years, or
 - two persons with children in common who reside together.
- See section 6-1 in the Regulations pursuant to the Law relating to industrial injury insurance. The Ministry of Government Administration and Reform may in special cases make exceptions from the conditions.
10. For the purposes of this agreement, the term *part-time employee* shall be understood to mean an employee with fewer normal working hours (fixed weekly working hours or weekly working hours based on a fixed average) than employees in corresponding full-time posts, pursuant to the provisions of the Working Environment Act.

Section 3 Placement in a pay structure and incremental pay increases

1. On commencing employment, the employee is placed in the pay structure that applies for the profession concerned.
2. Incremental pay increases are awarded in accordance with the rules laid down for the pay structure concerned.
3. Grade code, grade designation and pay framework/pay range shall apply.
4. On transfer within the same agency from a directly placed post to a post with at least the same top rate of pay on the basic pay scale, the previous pay is retained by personal arrangement.

Section 4 Seniority in connection with appointments, etc.

1. Seniority is established on commencing employment and from the 18th birthday at the earliest. Seniority is calculated from the first day of the month in which employment commenced.
2. Additional seniority may be granted as described in section 2 (6). Additional seniority, see section 2 (6) is revoked on transfer to another post.
3. Unless otherwise decided, seniority is retained when transferring within two months from one post to another post covered by the Basic Collective Agreement for the Civil Service.

Section 5 Rules concerning the granting of seniority

Seniority is granted in respect of previous service pursuant to the rules laid down in the pay structure and in this section.

A. General rules:

1. In connection with appointments taken up after 1 May 1992, full seniority is granted in respect of all military service, police service, Civil Defence service and civilian national service.
2. In connection with appointments taken up after 1 May 1990, full seniority is granted in

respect of all care work in the home that has relevance for the duties of the appointment concerned.

3. In connection with appointments taken up after 1 May 1998, a maximum of three years' seniority will be granted in respect of care work.

B. Special rules:

In addition to the general rules laid down under A, posts may be subject to one or more of the following rules. It is stated in the pay structure concerned which, if any, of the rules apply.

1. On appointment, seniority is granted in respect of all previous employment, including care work in the home.
2. On appointment, seniority is granted in respect of all public service employment and in respect of private sector employment of relevance for the duties of the appointment concerned.
3. On appointment after 1 May 2006, persons with higher educational qualifications are placed on pay grade 38 and are granted corresponding nominal seniority. Seniority to which the employee is entitled in accordance with other rules concerning the granting of seniority shall be added to this. In the case of direct transfer to another post covered by the Basic Collective Agreement for the Civil Service, up to six years of the nominal seniority is retained unless otherwise agreed
4. On appointment, up to six years' seniority is granted in respect of care work in the home.
5. On appointment, one year of seniority is granted in respect of the time spent engaged in education

Section 6 Periods of leave that involve no loss of seniority

The following periods of leave involve no loss of seniority:

1. Leave with full or partial pay.
2. Leave to carry out duties for Civil Service unions and in connection with public office.
3. Unpaid leave in connection with military service, Civil Defence service, police service and civilian national service.
4. Unpaid leave to carry out care work.
5. A maximum of three years' unpaid leave in connection with further training for Civil Service work. An employee whose education has been delayed or postponed on account of care work may be granted a further year.
6. The Ministry of Government Administration and Reform may decide that other forms of leave may be taken without loss of seniority.

Section 7 Working hours

1. Normal working hours shall not exceed 37.5 hours per week. In connection with the calculation of average working hours, see the provisions laid down in the Working Environment Act. Working hours shall, in so far as this is possible, be between 7 a.m. and 5 p.m. and be distributed between five days per week.
2. If out of consideration for the needs of the service, it is found necessary to establish opening hours/office hours outside the period between 7 a.m. and 5 p.m., appropriate arrangements shall be agreed pursuant to the provisions laid down in the Basic Agreement.

The need to establish such opening hours/office hours shall be discussed with the unions concerned.

See also 7.3.7 (2) of the Civil Service Handbook.

3. Reduced working hours for employees involved in shiftwork and rota work, cf. section 10-4 of the Working Environment Act, shall be carried out as follows:

In the case of normal work on all days between 8 p.m. and 6 a.m., each hour of work is

counted as 1 hour and 15 minutes.

In the case of normal work on Sundays and public holidays between 6 a.m. and 8 p.m., each hour of work is counted as 1 hour and 10 minutes.

4. Flexible working hours and the conditions for this are laid down in special agreements between the Ministry of Government Administration and Reform and the trade union confederations.
5. Part-time work may be carried out in accordance with agreement between an individual employee and the employer.
6. In the case of work that is mainly carried out at night, shiftwork and rota work regularly carried out on Sundays and public holidays, and working hour arrangements whereby individual employees must work every third Sunday or more, the total number of effective working hours may not exceed 38 hours per week. If appropriate, a calculation of the average number of working hours may be carried out pursuant to the provisions of the Working Environment Act.
7. In exceptional circumstances, normal working hours may be changed on giving a minimum of 24 hours' notice. This arrangement must be agreed locally and ceases to apply as soon as the exceptional circumstances are no longer present.

For that part of the changed working hours that falls more than one hour outside the employee's normal working hours a supplement shall be paid equivalent to the overtime supplement (50 per cent) for that part of the changed working hours that falls before 8 p.m. and a supplement equivalent to the higher overtime supplement (100 per cent) for that part of the changed working hours that falls between 8 p.m. and 6 a.m. and on Saturdays, Sundays and public holidays.

8. In agencies where conditions are favourable a time-limited agreement may be entered into, allowing working hours of up to 9 hours per 24-hour day (up to 10 hours on agreement with union representatives). The Agreement is to be concluded between the employer and the employee or between the employer and the union representatives. Hours worked in excess of normal working hours may be compensated in any of the following ways:
 - a) individual days off
 - b) continuous periods of two or more days off
 - c) continuous periods of two or more days off in connection with ordinary holiday.

Agreements concluded between the parties take precedence over agreements concluded between individual employees and employers.

9. If there is local agreement between the parties, individual agencies may implement trial arrangements that deviate from the provisions concerning working hours. If such trial arrangements exceed the frameworks laid down in the Basic Collective Agreements and/or Working Environment Act, they shall be submitted for approval by the Ministry of Government Administration and Reform and the union confederations before being implemented.

Such trial arrangements may be agreed both for groups of employees and for individual employees.

10. When work is carried out at different times during the 24-hour day, a duty roster shall be prepared showing working hours and time off for each employee. When setting up the duty roster, working hours shall be distributed as evenly as possible. Local negotiations may be conducted concerning the adaptation of the provisions to the conditions in individual agencies, e.g. in cases where there is a need for non-periodical duty rosters or irregular night work.

Section 8. Compensation for travel in Norway

1. a. Travelling time during normal working hours is counted as fully equivalent to working hours.

- b. Travelling time outside of normal working hours on weekdays is counted as equivalent to working hours.
 - c. Travelling time on free Saturdays, Sundays, Easter Saturday and public holidays, and after 1 p.m. on Whit Saturday, Christmas Eve, New Year's Eve and the Wednesday before Maundy Thursday is counted as equivalent to working hours.
2. Employees who are required to travel as mentioned in 1 (b) and (c) shall be given a corresponding number of hours off on another workday.
 - If time off is not granted in lieu of travelling time calculated according to 1 (b), hourly compensation shall be paid in accordance with table C, 37.5-hour week hourly rate for calculated travelling time.
 - If time off is not granted in lieu of travelling time calculated according to 1 (c), hourly compensation shall be paid in accordance with table C, 37.5-hour week hourly rate for calculated travelling time plus 50 per cent.
 - Supplements pursuant to section 15 (3) and (4) are not paid for calculated travelling time.
 3. Travelling time between 10 p.m. and 6 a.m. is not counted as working hours when the employee is entitled to night allowance or is provided with sleeping arrangements.
 4. Hours of work in excess of normal working hours are regarded as overtime. This also applies to necessary preparatory and supplementary work that must be carried out while travelling, and which is related to the travel assignment.
 5. Travelling time is the time spent travelling between the workplace or place of residence and the business destination, including necessary waiting time. If the journey includes two or more business destinations, the time spent travelling between the business destinations is counted as travelling time. Time spent at hotels, etc. is not counted as travelling time.
 6. The above provisions do not do not apply to employees with managerial responsibility or with especially independent posts, or who receive special compensation for travelling time. The employees to whom this applies is specified in local special agreements.

Section 9 Pay

1. Unless otherwise decided, salaries are paid on the 12th of each month. This also applies to regular and variable supplements for the previous month if practicable.
2. The agency may decide that salaries shall be paid to bank accounts or by giro. Before any change in practice, the matter shall be discussed with the union representatives.
3. If the pay day falls on a Saturday, Sunday or public holiday, the salary shall be paid on the last workday before such a day.
4. If a pay day falls during an employee's vacation, the employee may, before the start of his or her vacation, arrange for salary to be paid in advance.
5. In special cases, an employee may arrange to receive a maximum of two month's salary in advance. A written agreement shall be drawn up with the employee concerning repayment of the advance.

Section 10 Pay on transfer to another post

1. An employee who, as a result of reorganization, is transferred to a lower paid post in the same agency retains by personal arrangement the pay received in his or her previous post on the date of transfer. The same applies in cases where both the duties associated with a post and the employee are, as a result of reorganization, transferred to another agency.
2. An employee who, by agreement with the agency, is transferred to a lower paid post in the agency may by personal arrangement retain a maximum of the pay received in his or her previous post on the date of transfer, when so agreed.
3. An employee who owing to reorganization is transferred to a lower post in another

agency may by personal arrangement retain a maximum of the pay received in his or her previous post on the date of transfer if the previous and/or the new employer is willing to cover the difference in pay.

4. An employee who, owing to illness, must transfer to a lower paid post, retains by personal arrangement the pay received in his or her previous post on the date of transfer. For grades with pay scales, this also includes the provisions for incremental pay increases that apply for the scale on the date of transfer. If the employee, owing to illness, must transfer to a part-time post in combination with a partial disability pension, the pay received for the part-time post shall be proportional to the pay received in his or her previous post in accordance with the above rules.

The difference between the disability pension and the pay for the part of the post that the employee is, owing to illness, prevented from carrying out shall not be paid.

These rules shall also apply when an employee returns to work after receiving a disability pension for a period.

5. An employee who must transfer to a lower paid post as a result of an occupational injury shall retain the pay received in his or her previous post. This shall at all times be equivalent to the pay received in his or her previous post at the time the injury occurred.
6. The rights laid down in this section apply equally to part-time and full-time employees but the retained pay rate shall apply proportionally according to the percentage of a full post worked in the previous post.

Section 11. Pay during illness/injury, childbirth, adoption, care of a sick child, compassionate leave and occupational injury

1. By *pay* pursuant to section 18 (1), (2) and (3), sections 19, 20, 22 and 24 (3) is meant pay in accordance with the rates of the main pay table and the supplementary pay table, cf. section 2 (1), and pay-related supplement in accordance with the duty roster, i.e. the duty roster that would have applied if the person concerned had been on duty. Part-time employees shall be paid proportionally.

The employee shall receive the pay that he or she is entitled to at any given time according to the terms and conditions of employment. If for a period of one month or longer there is a change in the number of hours worked by a part-time employee as a percentage of a full-time post, the changed percentage shall throughout its duration be used as a basis for payment of salary.

2. An employee who, owing to illness or occupational injury, is unable to carry out his or her normal work may, with the consent of the doctor, be required to carry out other work, while retaining his or her previous salary pursuant to (1), but not in excess of the periods during which salary can be paid pursuant to sections 18 and 24.
3. If an employee receives other earned income as a result of not being in normal service, this income shall be deducted from the salary paid.
4. An employee who withholds information relevant to rights pursuant to this section or who supplies incorrect information forfeits the right to pay during the period of absence. The same applies when an employee, without reasonable grounds, fails to follow the doctor's advice, refuses rehabilitation or grossly neglects his or her health.
5. When an employee who is on sick leave terminates his or her employment and begins to receive a retirement or disability pension, his or her salary shall be paid until the end of the current calendar month.
6. From the pay and any supplements received by the employee, deductions shall be made in respect of public pensions or social security benefits. If such pensions or social security benefits are backdated for a period for which pay has already been received, the State may claim a share of the pensions or social security benefits to cover salary paid during leave.

Section 12. Service as a deputy

1. When an employee takes leave of absence for a limited period, another employee in the same group of Civil Service employees may be required to take over the duties of the employee concerned.
2. When required to serve for a period in a higher paid post, the employee shall receive the pay of this post when he or she takes full responsibility for the duties of the post. If the employee lacks the necessary qualifications for the post, and therefore does not take full responsibility for the duties of the post, a partial deputy allowance may be paid. The size of the allowance is decided after discussions with the union representatives in the agency.
The pay of the higher post is decided on the basis of the post description or post evaluation used in the agency.
3. The deputy allowance shall not be paid for periods shorter than one week (5–6 working days).
4. The Ministry of Government Administration and Reform may issue further rules after discussions with the Civil Service union confederations.

Section 13. Overtime

1. Overtime work shall be compulsory and controllable, and shall be limited pursuant to the requirements of the Working Environment Act. Overtime shall normally be carried out in direct connection with normal working hours.
2. For compulsory overtime work an additional rate is paid, equivalent to 50 per cent of the hourly pay (overtime supplement). The additional overtime rate is increased to 100 per cent for overtime work between 8 p.m. and 6 a.m. and for overtime work on Saturdays, Sundays and public holidays and after 1 p.m. on the Wednesday before Maundy Thursday, Christmas Eve and New Year's Eve (higher overtime supplement).
3. By individual agreement between the employee and the employer, an exactly equivalent number of hours may be taken off in lieu of compulsory overtime that has been carried out. In addition to time off in lieu, the employee is then entitled to be paid the difference between ordinary pay and overtime pay (the overtime supplement).
4. Employees with managerial responsibility or especially independent posts are not generally entitled to payment for overtime. Such payment may however be made when employees:
 - a) supervise subordinates
 - b) work according to a set duty roster
 - c) are required to work overtime by a superior officer who is able to control that work is carried out. In such cases, pay may be received for a maximum of 300 hours of overtime per calendar year.
5. For part-time employees, compulsory work in excess of the fixed working hours is remunerated at the normal hourly rate. In respect of compulsory work in excess of normal daily or weekly working hours for corresponding full-time posts an additional overtime supplement shall be paid pursuant to (2) unless time off in lieu of overtime is agreed pursuant to (3).
6. Employees who are called in to work overtime not directly in connection with their normal working hours shall be paid for two hours' work even if the work performed is of a shorter duration. If work is interrupted, payment shall not be made for new period of overtime if work is begun within this two-hour period.

Section 14 Weekly off-duty hours

1. Each week, employees shall have a continuous off-duty period (weekly holiday) of at least 36 hours, which shall always include one full 24-hour day. This off-duty period shall preferably include a Sunday, and shall at least include Sunday in alternate weeks.

2. In addition to the weekly holiday, time off shall be given whenever possible for a further complete calendar day of 24 hours. This day off shall as far as possible be taken in connection with the weekly holiday.
3. In connection with seasonal variations or other special circumstances, the parties agree that, after prior discussions at the local level, deviations from the provisions shall be submitted to the Ministry of Government Administration and Reform and the union confederations for approval.
4. Compulsory service on weekly holidays/rota days off for employees who work shifts or according to rotas is regarded as overtime work and is compensated with increased overtime pay. By individual agreement between the employee and the employer, the work may be compensated by time off in lieu, cf. section 13 (3).

Compulsory overtime work in direct connection with shiftwork/rota work is compensated with overtime pay or increased overtime pay pursuant to the provisions laid down in section 13 (2).

Part-time employees may not be paid the higher overtime supplement pursuant to the provisions laid down here unless the conditions for payment of overtime supplement laid down in section 13 (5) are fulfilled.

5. If the weekly holiday or other rota day off falls on a public holiday that is not a Sunday, the employee is entitled to time off in lieu, equivalent to at least one normal working day of eight hours. The working day is included in the rota. If it is not possible to grant such time off, the employee shall receive overtime pay equivalent to the working hours of a normal working day. In connection with compulsory service on such days, the employee shall also receive compensation pursuant to section 16. For weekly holidays that partially fall on public holidays (cf. section 16), no such compensation is paid.

The time the employee is relieved may be up to 30 minutes into a public holiday before a weekly holiday is regarded as falling partially on a public holiday.

Section 15 Night work, Saturday and Sunday work, etc.

1. For ordinary work carried out between 8 p.m. and 6 a.m., a supplementary payment shall be made equivalent to 45 per cent of the hourly pay for each hour worked. This supplement is paid in addition to compensation pursuant to (4) and section 16, (1) and (2).
2. Employees who by agreement are entitled to overtime pay for ordinary night work shall not receive compensation pursuant to (1). Night work compensation for employees who already receive other supplements that partially compensate for night work is subject to local negotiations.
3. For normal work between 6 a.m. and 7 a.m. and between 5 p.m. and 8 p.m. from Monday to Friday, employees shall be paid NOK 10.00 per hour of work.
4. Employees who are required to work on a Saturday or Sunday, are paid a supplement of NOK 27.00 per hour of work from midnight on Saturday to midnight on Sunday. The supplement is paid in addition to compensation pursuant to (1) and for the days, pursuant to section 16 (1) and (2), which fall on a Saturday or Sunday.
5. For reserve service/stand-by duty the following compensation is paid in addition to remuneration for hours worked:
 - From 6 a.m.–8 p.m. NOK 2.50 per consecutive hour
 - From 8 p.m.–6 a.m. NOK 5.00 per consecutive hour
6. Employees are paid a supplement of NOK 80.00 for each working day with a split shift if the full working day, including rest breaks and periods between spells of work, lasts for at least nine hours. If the employee must meet for work more than twice in a working day, he or she receives a further NOK 30.00 per spell of work. Normal rest breaks pursuant to the provisions of the Working Environment Act or according to the wishes of the employee are not in this connection regarded as splitting up the working day. The supplement shall not be granted if the splitting up of the working day is compensated in

another way. It shall be established at local negotiations which employees shall receive the supplement.

7. The provisions in this section do not do not apply to employees with managerial responsibility or with especially independent posts, unless, during working hours, they supervise subordinates.

It shall be established through local special agreements which employees this applies to.

Employees not normally covered by the provisions concerning working hours shall be covered by the provisions concerning service in accordance with a duty roster.

Section 16 Public holidays

1. The 1 May and 17 May as well as New Year's Day, Maundy Thursday, Good Friday, Easter Saturday, Easter Saturday, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Whit Monday, Christmas Day and Boxing Day shall all be holidays provided that this is not prevented by service considerations. Work on such days (not overtime) shall be compensated with hourly pay plus 100 per cent, provided that there is no local agreement that work on public holidays be compensated with time off in lieu. Such time off shall be equivalent to twice the number of hours worked on such days.

Compensation pursuant to (1), above, shall be additional to compensation pursuant to section 15 (1), (3) and (4).

2. Provided that this is not prevented by service considerations, employees shall not be required to work after 1 p.m. on the following days: the Wednesday before Maundy Thursday, Whit Saturday, Christmas Eve and New Year's Eve. If this is prevented by service considerations, employees shall receive hourly pay plus 100 per cent.

Compensation pursuant to (3), above, shall be additional to compensation pursuant to section 15 (1), (3) and (4).

3. The provisions laid down in this section do not apply to employees with managerial responsibility or with especially independent posts unless, during working hours, they supervise subordinates.

It shall be established through local special agreements which employees this applies to, cf. section 13 (4).

4. Employees not normally covered by the provisions concerning working hours shall be covered by the provisions concerning service in accordance with a duty roster.

Section 17 Stand-by duty at home

1. On-call duty, entailing that employees must stay at home to be available if called out for active work, is regarded as stand-by duty at home pursuant to section 10-4 of the Working Environment Act, and is included in the number of working hours on the basis of 1:5 (1 normal working hour = 5 hours of stand-by duty).

In connection with on-call duty entailing less restriction than that requiring the employee to stay at home, deviations from the 1:5 rule may be negotiated locally.

The need to introduce stand-by duty at home shall be discussed with the unions.

2. Stand-by duty at home pursuant to section 10-4 of the Working Environment Act is regarded as working hours, but must be converted pursuant to section 10-4 of the Act in order to be included in normal working hours.
3. When stand-by duty at home is carried out at different times of the day, a duty roster shall be drawn up pursuant to section 10-3 of the Act, showing working hours and off-duty hours. The schedule shall show the total length of stand-by duty at home and the proportion that shall be converted to normal working hours.
4. The supplement for evening duty, and for duty on Saturdays, Sundays and public holidays is paid for the converted number of hours of stand-by duty at home (as a rule on the basis of at least 1:5).

When called out, the employee is paid a supplement for Saturdays or Sundays minus that part of the supplement that is paid pursuant to the previous paragraph. In addition to this, the employee receives a supplement pursuant to section 15 (5) of the joint provisions.

5. When called out, the employee receives overtime pay pursuant to section 13 of the joint provisions.
6. The local parties also agree on how stand-by duty at home shall be compensated: either in the form of payment for the time calculated or as normal working hours. If the conditions are favourable, a combination of the two forms of compensation may be agreed on in such a way that the converted hours are partially compensated financially and partially included in normal working hours.

Section 18 Paid leave in connection with sickness or injury

1. An employee with regular weekly working hours is entitled to full pay during sickness for a maximum of 49 weeks and 5 calendar days. It is a requirement that the employee has taken up his or her appointment. When the employee has received sick pay for a total of 49 weeks and 5 calendar days during the previous three years, the right to sick pay expires.

An employee who has been completely fit for work for six months since last receiving sick pay is once again entitled to sick pay pursuant to the provisions laid down in the first paragraph.

2. The first 16 calendar days of each period of sick leave, corresponding to the employer's period referred to in section 8-19 of the National Insurance Act, shall not as a rule be included in the right to sick pay laid down in (1), above.

The employer's period of 16 calendar days is counted from and including the first whole day of absence in each period of sickness. However, when less than 16 calendar days have elapsed since the previous period of sick leave, the employer's period that applied for the previous period shall continue to apply for a new period of sick leave. When the employee has been at work for a consecutive period of 16 calendar days, a new period of sick leave shall begin with a new employer's period.

3. The right to pay during sickness expires at the end of any term of notice. For an employee in a temporary post, the right expires on expiry of the terms of employment. All obligations are from this date transferred to the National Insurance Service.
4. The employer shall be notified as early as possible of absence owing to sickness with information concerning the probable duration of the absence. Self-certification may be provided pursuant to the provisions laid down in sections 8-23 to 8-27 of the National Insurance Act, cf. however the Intention Agreement on more Inclusive Working Conditions.
5. The right to pay during sickness may be forfeited if satisfactory documentation of the sick leave is not provided. Satisfactory documentation is constituted by self-certification or a medical certificate, cf. section 8-7 of the National Insurance Act.

Section 19. Leave with pay in connection with pregnancy, childbirth, adoption and breastfeeding

1. Pregnancy and parental leave with pay.
Employees entitled to pregnancy allowance or parental benefit pursuant to the provisions of the National Insurance Act shall be paid full or proportional pay during pregnancy or parental leave pursuant to section 11.
2. Adoption leave with pay.

Employees entitled to adoption allowance pursuant to the provisions of the National Insurance Act, shall be paid full or proportional pay during adoption leave pursuant to section 11.

3. Care leave with pay in connection with childbirth and adoption.

Employees are entitled to two weeks' care leave in connection with the birth of a child pursuant to the provisions of section 12-3 of the Working Environment Act.

Adoptive parents have a right to 2 weeks' leave when taking over responsibility for care of the child, pursuant to section 12-3 of the Working Environment Act.

Full or proportional pay pursuant to section 11 shall be paid during the leave period.

4. Nursing mothers.

A nursing mother who works a full working day is entitled to leave with full pay pursuant to section 11 for a maximum of two hours per day. A nursing mother who works between two-thirds of and a full working day is entitled to leave with full pay pursuant to section 11 for a maximum of one hour per day. Nursing mothers who work less than two-thirds of a day are entitled to leave without pay pursuant to the provisions laid down in section 12-8 of the Working Environment Act.

5. Notification.

An employee who exercises the right to leave pursuant to this section shall notify his or her employer at the earliest opportunity and within the time limit laid down in section 12-7 of the Working Environment Act.

Section 20 Care of children

1. An employee who is responsible for the care of children under the age of 12 is entitled to a maximum of 10 days' (15 days' in the case of three or more children) leave with pay per calendar year to look after the children when they are sick or when the person responsible for daily care of the children is sick. If the employee has sole responsibility for the care of children, he or she is entitled to a maximum of 20 days' leave with pay per calendar year (30 days if he or she has responsibility for the care of three or more children). The same rules apply where the responsibility for care is shared by two people, but where one of them is prevented for an extended period from caring for children owing to disablement, long-term hospitalization or similar circumstances.
2. In the case of chronically sick or disabled children under the age of 18 the right to leave with pay pursuant to (1) is extended to respectively 20 and 40 days pursuant to section 9-6 of the National Insurance Act.
3. Employees responsible for the care of children under the age of 18 with potentially fatal or other extremely serious illnesses or injuries are entitled to a total of three years' paid leave for each child. The conditions for such leave are subject to section 12-9 of the Working Environment Act and chapter 9 of the National Insurance Act.
4. Employees responsible for the care of chronically sick or disabled children are entitled within the time limits laid down in (3) to leave with pay to care for and treat such children if they must participate in courses or other training at approved health institutions, cf. sections 9-13 to 9-16 of the National Insurance Act. The same applies to participation in courses for parents at approved public resource centres.
5. Leave must be documented by self-certification or a medical certificate pursuant to section 9-7 and/or 9-14 of the National Insurance Act.
6. Parents entitled to leave with pay pursuant to section 19 (1) or section 19 (2), are also entitled to a total of three years' leave without pay not exceeding a total of one year's leave without pay for each child. If care of the child is not exercised by both parents, the rights of the parent who does not exercise care may be transferred to another person who exercises care of the child.

If an employee exercises his or her right to a time account, the part of the time account period that exceeds the period during which he or she is entitled to leave with full pay or 80 per cent pay pursuant to section 19 (1) and (2) shall be deducted from the period of three years during which the parents are entitled to unpaid leave pursuant to this provision.

The leave must be taken before the child's 12th birthday. An employee may not claim to take leave on a part-time basis or for shorter periods than six months. Such leave may however be granted if permitted by the employer.

The father's right pursuant to section 19 (3) is additional to this.

Section 21 Military service and civilian national service

1. An employee who has carried out at least six months' prior uninterrupted service in posts covered by the Basic Collective Agreement for the Civil Service, is paid in accordance with (2) and (3) below during military service, service in the Civil Defence, compulsory police service or civilian national service.
2. An employee with no dependants receives one-third of his civilian pay during initial national service. Otherwise, full pay is received. An employee is not regarded as having dependants if the other person has an income in excess of pay grade 1 in the main pay table. When the service has a duration longer than one week (7 days), the service supplement is deducted from the civilian pay. When the employee receives full pay, dependant supplement and accommodation allowance are also deducted.
3. In the case of national servicemen and national service NCOs, when service has a duration longer than one week (7 days), an amount corresponding to the pay for the military rank or post in accordance with the main Civil Service pay scale shall be deducted from the civilian pay. If the military pay exceeds the pay for the civilian post, no civilian pay is received.
4. If the employee receives pay pursuant to (1)–(3) above, entitlement to holiday is accumulated during military service and civilian national service as if the employee were engaged in ordinary employment. Accumulated holiday entitlement may be taken during military service and civilian national service as a maximum of three weeks during the period from 1 June – 30 September and the balance during the remainder of the holiday. Full pay and any additional holiday supplement that may be due is paid in respect of holiday taken during this period. Deductions pursuant to (2) do not then apply. In the case of employees who do not receive pay pursuant to (1)–(2), section 10 (5) of the Act relating to Holidays shall apply.

Section 22 Compassionate leave

When compassionate or care grounds are present, an employee may be granted compassionate leave amounting to an annual maximum of 10 (12) working days with full pay or a maximum of 20 (24) working days with half pay during the course of a calendar year.

Section 23. Benefit in the event of death – group life insurance

1. If compensation is paid in the event of death pursuant to the Act relating to industrial injury insurance, no benefit shall be paid pursuant to section 23.
2. When an employee dies, the surviving relatives receive a lump sum, which is determined as follows (G = the National Insurance basic amount):

50 years and under	10.0 G
51 years	9.5 G
52 years	9.0 G
53 years	8.5 G
54 years	8.0 G
55 years	7.5 G

56 years	7.0 G
57 years	6.5 G
58 years	6.0 G
59 years	5.5 G
60 years and over	5.0 G

The amounts are calculated according to the age of the deceased on the date of death and the National Insurance basic amount on the date of settlement.

3. The survivors of an employee who dies within one year after commencing leave and who has not been engaged in ordinary paid employment during the leave period are paid a lump sum pursuant to the normal rules.
4. The survivors of an employee who has compassionate leave pursuant to section 20 (6) and who has not been engaged in ordinary paid employment during the leave period are paid a lump sum pursuant to the normal rules.
5. The lump sum shall be paid in the following irrevocable order of inheritance:
 - A. Spouse or registered partner, cf. section 2 (8), or cohabitant, cf. section 2 (9) (but see B).
 - B. Children under the age of 25. These shall receive a minimum of 40 per cent of the compensation even when there is a spouse, registered partner or cohabitant entitled to compensation.
 - C. Other persons who were mainly provided for by the deceased.
6. If there are no surviving relatives as mentioned in (5) above, an amount equivalent to twice the National Insurance basic amount is paid to the estate of the deceased.
7. The Ministry of Government Administration and Reform will lay down further rules.
8. Surviving relatives or the estate of deceased full-time and part-time employees receive the same lump sum pursuant to this provision. Surviving relatives or the estate of deceased employees holding two or more Civil Service posts shall notwithstanding receive no more than one full lump sum amount, cf. section 23 (2), (5) and (6), respectively.

Section 24. Benefits in the event of occupational injury

1. By *occupational injury* is here understood injury or illness regarded as occupational injury pursuant to the National Insurance Act, section 13-3, *Occupational injury*, section 13-4, *Occupational diseases regarded as equivalent to occupational injuries* and section 13-15, *The war pensions legislation*.

Compensation is also paid in cases where the employee is injured in an accident during direct travel between home and a place of assignment (when the employee has not visited his or her permanent workplace) and on official journeys.

2. If an employee sustains an occupational injury, the employer shall cover the medical expenses and other expenses caused by the occupational injury to the extent that these expenses are not covered by the authorities.
3. An employee who is prevented from carrying out his or her work as a result of an occupational injury is entitled to leave with full pay for a maximum of 49 weeks and 5 calendar days. This shall be in addition to the employer's period(s) pursuant to section 18 (2).

The competent Ministry or the agency so authorized may grant further leave with pay if there is reason to believe that the employee will be able to resume work within a reasonable period.

If transferred to a lower post as a result of an occupational injury, the employee shall retain the pay of the previous post pursuant to the provisions laid down in section 10 (5).

4. The right to leave with pay expires at the end of any term of notice. In the case of employees in temporary engagements, this right expires at the end of the engagement. Any obligations are at this point taken over by the National Insurance Service.

5. If an employee dies as a result of an occupational injury, the surviving relatives shall be paid a lump-sum compensation corresponding to 15 times the National Insurance basic amount, cf. (6). The amounts are calculated according to the National Insurance basic amount on the date of settlement.
6. The lump sum shall be paid in the following irrevocable order of inheritance:
 - A. Spouse, registered partner, cf. section 2 (8) (but see B) or cohabitant, cf. section 2 (9) (but see B).
 - B. Children under the age of 20. These shall receive a minimum of 40 per cent of the compensation even when there is a spouse, registered partner or cohabitant entitled to compensation, cf. A.
 - C. Other persons who were mainly provided for by the deceased.
 The Ministry of Government Administration and Reform lays down further rules.
7. In the case of occupational injury resulting in 100 per cent occupational disability, the amount of compensation shall be set to 15 G. If the injured employee is only partially disabled, the compensation is reduced accordingly.

The amount is calculated according to the National Insurance basic amount on the date of settlement.
8. In the case of permanent medical invalidity of 15 per cent or more, additional compensation for permanent injury is granted as follows:
 - 15–29 per cent medical invalidity 1 G
 - 30–70 per cent medical invalidity 2 G
 - Over 70 per cent medical invalidity 3 G
9. The total amount of compensation pursuant to (7) and (8) may not exceed 15 G. The amount is calculated according to the National Insurance basic amount on the date of settlement.
10. Compensation pursuant to the above rules is granted if the injury or illness was established after May 1996. If the injury occurred or the illness was established prior to this, the provisions of the collective agreement in force at this time shall apply. For the purposes of this agreement, the term *established*, as used here, shall be understood to mean the same as in section 5 of the Act relating to industrial injury insurance.

With effect from 1 November 1998, these provisions shall apply equally to part-time and full-time employees. In connection with occupational injuries or occupational diseases regarded as equivalent to occupational injuries ascertained on or after 1 November 1998, part-time employees shall be compensated pursuant to the same provisions as full-time employees. If the injury occurred or the disease was ascertained prior to this date, the provisions applying to part-time employees at the time shall apply.
11. The total payment to surviving family members pursuant to sections 23 and 24 may not exceed 18 G.

Part-time employees holding two or more Civil Service posts or their heirs shall receive a maximum amount not exceeding corresponding payments to full-time employees or their heirs.
12. In cases where the employee or the surviving relatives would be awarded greater compensation pursuant to the Act relating to industrial injury insurance and the Regulations of 21 December 1990 issued pursuant thereto by the Ministry of Justice, compensation is awarded pursuant to the provisions of the Act.

If the compensation pursuant to section 24 of the joint provisions is greater than would be awarded pursuant to the Act relating to industrial injury insurance and Regulations issued thereto, the difference is paid in addition to the payment pursuant to the Act.

4 Pension

4.1 Pension conditions

- a) Current pensions in the Norwegian Public Service Pension Fund are regulated in accordance with the principles approved by the Storting at the reading of Report to the Storting No. 29 (1985–86).
- b) The Norwegian Public Service Pension Fund is authorized to regulate and adapt pensions, the regulation of which in accordance with (a) cannot, for specific technical reasons, lead to a reasonable result.
- c) The Ministry of Government Administration and Reform is empowered to regulate State Treasury pensions pursuant to (a) in the same way as for recipients of state pensions.
- d) In the case of employees who terminate their employment with the right to begin receiving a pension immediately, the pension shall at least be equivalent to a pension based on a pensionable income estimated in accordance with chapter 3 of the Act relating to the Norwegian Public Service Pension Fund the month prior to the latest regulation of the National Insurance basic amount and regulated accordingly.

4.2 Contractual early retirement scheme

The contractual early retirement scheme applies to Civil Servants and teachers in posts covered by the Act relating to the Norwegian Public Service Pension Fund who have had at least ten years' membership of public service pension schemes after attaining the age of 50. On the date of starting the pension, the employee must be in paid employment and have received a pensionable annual income in excess of the National Insurance basic amount during both the current year and the previous year. The employee must also, during the ten years with highest income out of the period from and including 1967 up to and including the year prior to taking early retirement have received an average pensionable income equivalent to at least double the National Insurance basic amount.

Part-time employees are entitled to contractual early retirement pursuant to the provisions laid down here.

4.2.1 Contractual early retirement scheme for employees aged 62–67

Civil servants and teachers are entitled from 1 October 1997 to receive a pension on retirement (contractual early retirement scheme) at the age of 63 and, from 1 March 1998, at the age of 62. The pension is calculated in accordance with the rules concerning the contractual early retirement scheme agreed between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry. In addition to this pension, a taxable supplement of NOK 1 700 per month is paid, which corresponds to the tax-free termination grant in the areas covered by the agreement between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry. The annual payments to employees who take contractual early retirement never exceed 70 per cent of the current annual salary.

The scheme is implemented for persons retiring after 1 October 1997.

When the retired employee reaches the age of 65, the pension is recalculated pursuant to the provisions laid down in chapter 5 of the Act relating to the Norwegian Public Service Pension Fund. The special flat increase is revoked for pensions that are calculated in accordance with the provisions of the Act relating to the Norwegian Public Service Pension Fund. If the employee would have received a larger pension, including the special flat supplement, through the scheme agreed between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry, the difference is paid in addition to pension received pursuant to the provisions laid down in the Act relating to the Norwegian Public Service Pension Fund.

Note:

The parties will review the application of the limiting rule in more detail when *current earned income* has been more clearly defined.

4.2.2 Contractual early retirement scheme for employees aged 65–67

In the case of employees who take early retirement (contractual early retirement scheme) at the age of 65 or 66, the pension is calculated in accordance with the provisions laid down in chapter 5 of the Act relating to the Norwegian Public Service Pension Fund. If the employee would have received a larger pension, including the special supplement, through the scheme agreed between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry, the difference is paid in addition to pension pursuant to the provisions laid down in the Act relating to the Norwegian Public Service Pension Fund.

4.2.3 Reduction rules

Recipients of early retirement pensions who receive income from other sources will receive a reduced pension pursuant to section 2, first paragraph, d of the Act relating to state support to contractual early retirement schemes and pursuant regulations.

4.2.4 Partial pension

On the consent of the employer, employees who work 60 per cent or more of a full-time post may draw a partial pension, thereby allowing them to reduce their working week by a maximum of 40 per cent compared with a full-time post (100 per cent).

4.2.5 Special age limits

Employees with a special age limit of 65 who have taken advantage of the contractual early retirement scheme, shall continue under the contractual early retirement scheme until they reach the age of 67.

4.2.6 Other employees

Government employees who are not members of the Norwegian Public Service Pension Fund or who have not been members of the public service pension scheme after reaching the age of 50 but who otherwise fulfil the conditions for taking contractual early retirement in accordance with the scheme agreed between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry shall receive the same benefits as they would otherwise have received in accordance with the scheme agreed between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry including the contractual early retirement supplement of NOK 1 700 per month.

4.2.7 Regulation

Pensions pursuant to the agreement on contractual early retirement are subject to regulation in the same way as corresponding pensions. The flat amounts are not regulated as current pensions.

4.2.8 Other conditions

If alterations occur in the tax-free termination grant decided in the agreement between the Norwegian Confederation of Trade Unions and the Confederation of Norwegian Business and Industry which may affect the amount payable in respect of the contractual early retirement scheme, the parties may take this up for discussion during the term of the Basic Collective Agreement.

4.3 Variable supplements

Rules for inclusion of variable supplements in the pensionable income are given in annex 4.

5 Miscellaneous

5.1 Table B

The rates in table B (the Supplementary Pay Table) are not regulated.

5.2 Special pay supplements, etc.

Special pay supplements, etc. are not regulated.

5.3 Piecework

In the case of employees on piecework, piece rates shall be regulated in such a way that remuneration for piecework (in excess of standard pay) is increased by two-thirds of the general pay increase. The practical implementation is carried out following discussions between the agency and the unions concerned. If new piecework systems are introduced during the term of the collective agreement, it is understood by the parties that the piece rate shall be subject to negotiation.

5.4 Housing loans

Housing loans against security are granted up to a maximum of NOK 750 000. Loans are granted in accordance with rules laid down by the Ministry of Government Administration and Reform.

5.5 Funds for training and development

Guidelines for training and development measures are laid down in a separate special agreement between the Government and the union confederations (*the Agreement concerning funds for training and development*). Each year, a total of 0.24 per cent of the total pay costs for the Civil Service is allocated to funds for training and development, as defined in the special agreement. This allocation is covered partly by deducting from the gross pay of the employees NOK 200.00 per employee per year according to table A. The remainder is covered by the employer.

5.6 Competence development

The further development of both the private and the public sector, and therefore also of the welfare state, is dependent on human resources. Up-to-date competence aimed at meeting future needs is vital to the strengthening of our competitiveness and to the level of services we can provide as well as to individual career prospects in the labour market. The public education system will be a central player in facilitating continuing education.

In order to meet the challenges associated with an increasingly rapid pace of change and restructuring, increased demands on public-oriented services and more stringent professional requirements in the Civil Service, there is a need for systematic investment in competence development. Targeted competence development measures, learning-intensive jobs and systematic knowledge sharing are essential to the development of the workplace as a learning arena. Continuing education, guidance and development planning for individual employees and managers will help in ensuring good management, efficiency and public-oriented services.

The parties will make provisions for strengthened competence to aid the development and renewal of government agencies in such a way that individual employees are given the

opportunity to develop their competence as a basis for change throughout their professional careers. Individual employees are also given responsibility for maintaining and developing their own competence.

Work on continuation of the Memorandum of Understanding on a More Inclusive Working Life will require reinforced efforts on competence measures.

In order to take advantage of the resources and competence of persons belonging to ethnic minorities, the parties have agreed to intensify work on recruitment and integration of employees with such backgrounds to posts at all levels of the government sector.

Senior staff in government agencies have an overall responsibility for competence development in the agency, cf. Section 22 of the Basic Agreement for the Civil Service. Competence measures shall continue to be based on the needs of the agency. The central parties will make efforts to enable the implementation of measures to encourage an increased focus on competence development and learning yield for the agency and the individual employee.

NOK 30 million will be allocated to stimulate R&D projects on competence measures in:

- organizational and management development designed to result in increased involvement of staff and elected union representatives, including projects on local personnel and pay policy
- methods and tools for competence and career development, learning on the job and development of learning organizations
- development of competence in preventing exclusion in connection with restructuring processes and enabling employees to continue in active employment
- follow-up of the Memorandum of Understanding on a More Inclusive Working Life
- better utilization of the competence of persons belonging to ethnic minorities in the government sector

The scheme is a further development of the allocation during the previous term of the collective agreement. The Ministry of Government Administration and Reform and the union confederations will establish guidelines for the allocation. The parties will jointly evaluate the schemes.

5.6.1 Collaborative competence and employee participation

Government agencies are dependent on sound collaborative relations between employees and senior staff and between the parties in the agency. This requires a common understanding of the intentions of the Basic Agreement and of local pay and personnel policy.

NOK 10 million will be allocated to joint training and development measures in collaborative competence and employee participation for senior staff and elected union representatives, with a particular basis in the Basic Agreement and the Basic Collective Agreement for the Civil Service.

The Ministry of Government Administration and Reform and the union confederations will establish guidelines for the allocation. The parties will jointly evaluate the scheme.

5.7 Restructuring and rationalization of the Civil Service

The Civil Service will continue to ensure that restructuring of the government sector takes place as smoothly and effectively as possible, cf. annex 3.

New guidelines for restructuring of the Civil Service will be prepared in consultation with the union confederations. During the current term of the collective agreement, the guidelines may be amended as necessary.

5.8 Transfer to the area covered by the Basic Collective Agreement for the Civil Service

The following wording shall replace the central special agreement of 18 September 2003:

1. On the transfer of non-governmental agencies to the area covered by the Basic Collective Agreement for the Civil Service, the central parties agree that it is important at an early stage to initiate the process of clarifying matters relevant to the transfer. The recipient employer must particularly note 2–4.
2. The employees who are transferred are covered by the Basic Collective Agreement, the Basic Agreement and other special Civil Service agreements from the date of transfer, unless the Ministry of Government Administration and Reform and the union confederations agree otherwise in a specific case.
3. Furthermore, a separate collective agreement shall be concluded concerning the agency that is transferred. Unless the central parties agree otherwise, this agreement shall be concluded between the employer in the government agency concerned and the employees' organizations. The agreement shall specify the agency/part of an agency to be transferred. It shall furthermore inform that the Basic Collective Agreement, the Basic Agreement and other special Civil Service agreements apply from the date of transfer.
4. In addition to the provisions laid down in (2) and (3), the recipient government employer, pursuant to section 16-2, second paragraph, of the Working Environment Act, at the earliest possible date and not later than three weeks from the date of transfer, give written notification to the employee organizations party to the collective agreement(s) that the transferred employees were bound by. Such notification shall inform that the new government employer does not wish to be bound by the collective agreement(s) that the previous employer was bound by.
5. If the transfer results in a need for new grade codes, pay adjustments, etc., the Ministry of Government Administration and Reform and the union confederations shall enter into negotiations in accordance with 1.4. Individual employee shall as far as possible be placed in existing grade codes.
6. No-one shall as a result of placement be downgraded to a lower pay grade. New contracts of employment shall be concluded pursuant to the provisions of the Working Environment Act.
7. In connection with transfer referred to in (1) discussions are conducted concerning placement in the Basic Collective Agreement and concerning other pay and working conditions, including conclusion of any restructuring agreement etc. by the recipient agency or, if appropriate, by the competent Ministry, as further agreed between the Ministry of Government Administration and Reform and the union confederations.

If the parties fail to reach agreement in local discussions, questions related to collective agreements law shall be raised with the Ministry of Government Administration and Reform and the union confederations, cf. (1), above.

5.9 Senior policy measures

5.9.1 The Civil Service

Civil Service employers must make provisions to enable employees to continue their employment and not be excluded from working life. Senior policy measures play an important role in encouraging employees to postpone retirement, in ensuring the maintenance of the experience-based competence of older employees in the individual agency and in meeting the need for manpower.

- a) In order to motivate older employees to continue working longer, paid leave is granted equivalent to
 - two days per calendar year for employees who have reached the age of 62
 - five days per calendar year for employees who have reached the age of 65
- b) In addition to (a), the employer may, by agreement with the elected union representatives, establish local arrangements within the framework of:
 - paid leave equivalent to a maximum of four days per calendar year for employees who have reached the age of 62 and a maximum of seven days per calendar year for employees who have reached the age of 65.
 - the guidelines drawn up by the Ministry of Government Administration and Reform in consultation with the union confederations.

If local arrangements are established cf. (b), these shall apply to all employees.

If the parties fail to reach agreement locally, the dispute may not be appealed. The employer's offer shall then apply.

- c) Such paid leave may be taken either as whole days or as reduced working hours by arrangement with the employer. Alternatively, it may be agreed that pay shall be received in lieu of these days, cf. section 2 (1).

5.9.2 State lower and upper secondary schools

For teachers over 60 years of age, the basic weekly average teaching load in lower and upper secondary schools shall be reduced by 7 per cent.

This reduction shall be implemented from the start of the school year in the calendar year that the teacher reaches 60 years of age.

The teaching load will involve redistribution of work tasks within the total working year.

The time thus freed is used for tasks associated with the planning and follow-up of teaching. The employer shall decide what tasks may be carried out during the redistributed working hours.

6 Contractual holidays

To help in providing for a robust, efficient and adaptable public sector is an important task for the parties. A fundamental condition, when introducing contractual holidays, is therefore that public agencies are able to increase their flexibility in order to compensate for any resulting drawbacks and thereby maintain the level of service production and service to the public. The employees also have varying needs for arrangements involving deviating working hours in

relation to the different phases of life, working and living situations, etc. It is expected that increased flexibility in combination with the contractual fifth week of holiday will help to reduce absence through sickness, and enhance productivity.

1. The parties agree to implement the fifth week of holiday regardless of section 15 of the Holidays Act, so that holiday pursuant to the Holidays Act and contractual holiday together constitute a total of 30 working days. Of this, the contractual holiday comprises five working days. Additional holiday of six working days for employees over 60 years of age shall be maintained, cf. the section 5 (1) and (2) of the Holidays Act.
2. Employees shall be entitled to five working days free each calendar year, cf. section 5 (4) of the Holidays Act, in addition to the statutory 25 working days, cf. section 5 (1) of the Holidays Act. If the contractual holiday is divided up, employees may only take free as many days as they would normally work during the course of a week.
3. If it is decided that the remaining part of the fifth week of holiday shall be implemented as a general arrangement, cf. the Holidays Act section 15, these days shall be deducted from the contractual arrangement.
4. Holiday pay for the remaining part of the fifth week of holiday will be calculated and paid in accordance with the agreement concluded between the central parties.
5. The ordinary percentage rate for holiday pay shall be 12 per cent of the basis for calculating holiday pay, cf. section 10 (2) and (3) of the Holidays Act.

If an increase is made in the number of statutory days of holiday granted by the Holidays Act, it is assumed by the parties that the above percentage rates for the holiday earning year will be used as the basis for calculating holiday pay for corresponding periods.

6. The employer fixes the dates of the contractual holiday after discussions with the union representatives or with the individual employee at the same time as fixing the dates of ordinary holiday. The employee has a right to be notified of the dates of the contractual part of the holiday at the earliest opportunity and two months prior to the date fixed for starting the holiday at the latest, provided special reasons do not prevent this, cf. section 6 (2) of the Holidays Act.
7. The employee is entitled to take holiday pursuant to this provision regardless of earned holiday pay.
8. If operations are wholly or partly discontinued in connection with holidays, all employees affected may be required to take holiday for the period of the discontinuation regardless of earned holiday pay.
9. The employees may require the contractual part of the holiday to be wholly granted during a single holiday year, cf. section 7 (2) of the Holidays Act, and in such a way as to allow one week of continuous holiday to be taken. The central parties urge local employers and union representatives to place the contractual holiday in such a way as to ensure the maintenance of efficient service production and satisfactory service to the public, for example by arranging for contractual holidays to be taken in connection with Ascension Day, Easter, Christmas and New Year holidays.
10. By written agreement between the employer and the individual employee, contractual holiday may be transferred to the following holiday year.
11. In the case of shift workers, contractual holiday must be adapted locally in such a way that, when fully implemented, it corresponds to four worked shifts.
12. In the case of groups of employees for whom holiday pursuant to section 15 of the Holidays Act has already been implemented, the number of days shall not be increased

on implementation of the contractual holiday. The implementation and practical effectuation of the contractual holiday for the agencies concerned will be further agreed between the parties.

13. The arrangement concerning contractual holidays for posts in the state lower and upper secondary schools shall be implemented as follows:

The contractual holiday is to be taken in such a way as not to increase the need for posts, and is expected to be taken during parts of the year when there is no teaching.

7 Duration

This Basic Collective Agreement shall enter into force 1 May 2006 and shall apply up to and including 30 April 2008.

8 Additions to the minutes

No. 1

When necessary, owing to the special character of state lower and upper secondary schools, teachers are covered by an adjustment agreement to the joint provisions of the Basic Collective Agreement for the term of the Basic Collective Agreement.

No. 2

In consequence of adjustment to the Working Environment Act, the Ministry of Government Administration and Reform and the union confederations agree that the amendments to the Basic Collective Agreement of 1 May 2006 of the terms “*dag*” (day) to “*døgn*” (24-hour day) and “*ordinær arbeidstid*” (ordinary working hours) to “*alminnelig arbeidstid*” (normal working hours), do not entail any substantive amendment of the provisions in relation to interpretation and practice on 30 April 2006.

The amendments to section 7 (1) from “40 hours” to “37.5 hours” do not entail any substantive amendment of the provision concerning weekly working hours in relation to interpretation and practice on 30 April 2006, cf. the reduction of working hours in the Civil Service on 1 January 1987.

No. 3

The Ministry of Government Administration and Reform and the union confederations agree to appoint a working group which, during the current term of the collective agreement, will review sections 23 and 24 of the joint provisions and consider the demands submitted during the settlement of the Basic Collective Agreement.

This work is not aimed at a reduction of the level of performance or of current rights, but at a clarification and updating of the provisions and the requirements.

The working group will submit its recommendations by 31 December 2007.

No. 4

The Government plans to submit a Report to the Storting on senior policy in 2006. On the basis of this report and other information, the Ministry of Government Administration and Reform and the union confederations agree to consider measures in the area covered by the Basic Collective Agreement for the Civil Service which may motivate senior employees to continue working longer. Importance shall also be attached to factors that may strengthen the local employer's efforts to maintain an active senior policy. This work will be completed before the end of 2007.