

The employer party to the agreement is "*the ministry responsible for matters relating to Civil Service pay*", currently the Ministry of Government Administration and Reform. In the agreement, this ministry is referred to as "*the Ministry*". Other ministries are referred to as "*the competent ministry*" or "*a ministry*".

References to legal provisions in the Basic Agreement are made in order to create coherence in the text and to make these provisions more accessible to users. The references are not intended to create rights or obligations for the parties beyond those provided by these Acts.

## **BASIC AGREEMENT FOR THE CIVIL SERVICE**

### **PURPOSE OF THE AGREEMENT AND INTENTIONS OF THE PARTIES**

#### **Section 1 Purpose and intentions**

##### **1. Principal purpose:**

The government and the confederations of government employees' unions have entered into this Basic Agreement for the purpose of creating the best possible basis for cooperation between the parties at all levels.

The Basic Agreement for the Civil Service shall in addition serve the following purposes:

- be the basis for the employees' right of codetermination in addition to the Civil Service Disputes Act, the Civil Service Act and the Working Environment Act among other statutes
- give the employees genuine influence on how their workplace is to be organized and how working methods are to be developed.
- be an instrument for developing management, codetermination and working environment
- provide individual employees with opportunities for professional and personal development. Work must therefore be structured and arranged in such a way as to take advantage of the employees' knowledge and expertise.
- develop cooperation in such a way that this can contribute to flexible and user-friendly services with a satisfactory working environment, good management, improved performance and good relations with the general public

##### **2. Distinction between political democracy and democracy at the workplace:**

The rights pursuant to the Basic Agreement and the agencies' adjustment agreements must be exercised in such a way that the government services implement the decisions of the political authorities while enabling the employees to enjoy genuine codetermination in relation to their working situation.

### **3. Inclusive working life:**

The parties agree that it is important to make an effort to achieve a more inclusive working life for the benefit of the individual employee, the workplace and society so as to reduce sickness absenteeism and payment of disability benefits. It is also intended that an inclusive working life shall help to ensure that the resources and working capacity of individual employees are developed and applied in active work.

### **4. Instrument for restructuring:**

The Civil Service is currently facing new demands including demands for changes in working methods, roles, organization and rules. The parties therefore view the agreement as an instrument for restructuring, efficiency improvement and renewal of the government sector. The agreement is intended to contribute to ensuring satisfactory services in order to be able to continue maintaining legitimacy and the confidence of the public.

Work on restructuring requires managers and elected union representatives with sound common strategic knowledge who are able to communicate need for changes and methods for bringing them about in such a way that they are understood and accepted by the employees. This is important for creating the necessary security and acceptance of the restructuring so that it is carried out effectively and so that the employees experience the greatest possible predictability in relation to the content of, reasons for and directions of these processes.

### **5. Equal parties:**

The achievement of the aims of the Basic Agreement is dependent on the employees and employers in Civil Service agencies meeting as equal parties. A further requirement is that the parties meet with a will to find solutions to problems, although they have different roles and may therefore have different interests to safeguard, and that their representatives have the necessary credentials, qualifications and attitudes.

### **6. Exercise of the right of codetermination:**

The parties agree that the right of codetermination is best exercised through the elected union representative, and that it shall be exercised in such a way that the employees are involved in the process of planning and decision-making as early as possible. The parties shall further establish conditions for forms of cooperation that allow employees to have direct influence on the organization of work and on the ways in which tasks are solved in their own work areas. In this context, the parties agree that, subject to agreements, experimental activity may be carried out to develop forms of organization and ways of working that put the employees' codetermination into effect, cf. the requirements of the Working Environment Act relating to the organization of work. This implies a common understanding that codetermination shall be exercised at all organizational levels of the agency, so that the employees are given genuine influence over the organization of work and performance of tasks, cf. otherwise the Basic Collective Agreement for the Civil Service, 2.3.1.

**7. The duties of the elected union representatives:**

The elected union representatives carry out their official duties as a necessary part of the democratization of the working environment within government service. Official duties in connection with the unions shall be given equal status to normal service. Union duties build competence, and importance shall be attached to them in assessments connected with the further service and careers of the officers concerned.

The employees of an agency are expected to put forward proposals for measures to enable the agency to achieve the best possible results. The unions shall function in a manner that does not interfere with the flow of work or the efficiency of the agency.

**8. The management:**

Managers at all levels shall exercise a form of management that enables the elected union representatives to be involved in the decision-making process in all matters of relevance to the employees' working situation. The employer shall provide the union representatives with the best possible working conditions for attendance to their official duties.

**9. Information and communications technology (ICT):**

ICT shall be used to improve service to the general public, to strengthen the quality of services and to function as an important instrument for renewal and efficiency improvement.

**10. The basis for personnel policy:**

One of the purposes of the Basic Agreement is to create a basis for Civil Service personnel policies in the areas covered by the agreement within the limitations prescribed by statutes, regulations, etc. The parties to the Basic Agreement therefore emphasize the importance of giving priority to personnel work, and in this way contributing to performance of tasks assigned for the benefit of the public.

**11. Follow-up and training:**

In individual agencies, the parties shall collectively and separately ensure continuous follow-up and training of managers and union representatives, with the aim of achieving a joint understanding of the Basic Agreement's intentions. Annual appraisal meetings shall be held for exchange of experience concerning cooperation between the parties and the application of the Basic Agreement and the adjustment agreement in the individual agency, if necessary, in combination with training. Such meetings shall be held jointly by the parties in the same cooperation arena. The most senior representative for the employer is expected to attend. Minutes shall be kept of the annual meetings.

# **PART 1**

## **CODETERMINATION**

### **Chapter 1**

#### **SCOPE OF APPLICATION**

##### **Section 2 Scope of application**

1. The Basic Agreement applies to the working situation of employees subject to the Act relating to Civil Service Disputes. The Basic Agreement applies to the exercise of management and cooperation in individual agencies.

2. In matters where the working situation of employees in a number of agencies is significantly affected, the codetermination principles to be followed shall be laid down in a separate agreement. The agreement shall be drawn up between the ministry concerned and the affected Civil Service unions, cf. section 9. If agencies under several separate ministries are affected, the agreement shall be drawn up between the Ministry and the confederations. The agreement shall clarify the question of who shall represent the parties. Beyond this, the designated parties should themselves be free to decide on practical arrangements within the framework laid down in section 2 (3) and section 13 of the Basic Agreement.

The Ministry may, in consultation with the confederations, issue further guidelines for the exercise of codetermination in connection with restructuring of the Civil Service.

3. The union representatives shall not participate in political decisions, decisions associated with political priorities, decisions made on the basis of statutes, regulations, resolutions of the Storting and royal decrees or decisions on issues that mainly apply to the social role of an agency (the relationship with the public). If disagreement arises between the employer and the unions in an individual agency as to whether a decision is subject to this provision, this question shall be decided by the competent ministry concerned.

The question of how a decision shall be implemented shall be made the subject of codetermination in accordance with the adjustment agreement unless the manner of implementation must also be regarded as political or affects or has significance for the political element of the decision.

4. If a political decision would be able to affect the employees' working situation to a significant extent and the agency prepares a statement in relation to the matter, the employer shall ensure that the elected union representatives are given the opportunity to express their views. The elected union representatives may not demand that the statement accompany the matter further than to the competent ministry.

5. Codetermination arrangements shall result in genuine codetermination where projects, steering groups, interim organizations or similar bodies are appointed in matters that may have considerable importance for the employees' working situation. If, in the course of the restructuring process, matters arise that, pursuant to the Basic Agreement, shall be discussed or negotiated, this shall take place continuously between the parties cf. section 9, without delaying the process.

**Chapter 2**  
**THE PLANNING OF CODETERMINATION IN INDIVIDUAL AGENCIES**  
**(ADJUSTMENT AGREEMENT)**

**Section 3 Main rule**

The parties in individual agencies shall draw up an agreement relating to codetermination adapted to the needs of the agencies and the employees. Emphasis shall be given to arrangements whereby the employees, through their unions, are able to exercise genuine codetermination at the different levels of the agency, and in such a way that they are able to participate in the decision-making process as early as practically possible.

**Section 4 Conclusion of the adjustment agreement**

1. Within the framework of Part 1 of the agreement, an adjustment agreement (additional local agreement) shall be concluded within the agency concerning codetermination between the parties. If the parties agree, other means of cooperation may be adopted than those described in this agreement. Adjustment agreements must lie within the scope of the Basic Agreement and the framework laid down in section 2 (3) and section 13.

2. The adjustment agreement shall apply to the whole agency and shall contain further rules for adaptation of Part 1 of the Basic Agreement. The agreement shall include a definition of the agency concerned and of its division into separate operational units and work areas in relation to which codetermination shall be exercised, cf. section 40.

When planning the division of an agency into work areas, attention should be given to factors affecting the implementation of codetermination. In this connection, it is important to ascertain that the duties of the employer have been clearly defined in accordance with Part 1.

3. The adjustment agreement shall further clarify the division of labour between the working environment committee, cf. section 7-2 (2) of the Working Environment Act, and the fora for codetermination established in accordance with the adjustment agreement.

Note:

In government agencies where individual institutions are in certain connections regarded as separate agencies but are managed jointly with other institutions, there shall be an understanding between the unions and the ministry concerned as to how the use of the term "agency" in the Basic Agreement shall be adapted to the specific management structure concerned.

**Section 5 Disputes in connection with the drawing up of the adjustment agreement (disputes of interest)**

1. If the parties are unable to agree on the terms of the adjustment agreement, the disputed issues shall, if agreed by the parties, be decided by a joint committee or by the competent ministry. In such cases, the rules concerning mediation laid down in section 17 shall not apply.

2. The joint committee shall have an impartial chairman. If the parties are unable to agree as to who shall be chairman, the chairman shall be appointed by the chairman of the Labour Court.
3. Confederations that have members in the agency shall each appoint a representative to the joint committee.
4. The employer in the agency shall on behalf of the government appoint a number of representatives equal to the total number appointed by the unions.
5. The matter may not be brought before the joint committee if the agency is a ministry or if a ministry is a part of the agency.

#### **Section 6 Disputes concerning interpretation of the adjustment agreement (legal disputes)**

1. If the parties do not agree on the interpretation of the adjustment agreement, they may bring the matter before the joint committee, which is composed according to the rules laid down in section 5. If the parties do not agree to use the joint committee, each of the confederations or the competent ministry may decide to pursue the matter in the Labour Court.
2. The matter may not be brought before the joint committee if the agency is a government ministry, or if a ministry is part of the agency.

#### **Section 7 Duration**

1. Adjustment agreements shall have the same expiry date as the Basic Agreement. This shall not however hinder adjustments being made during the agreement period if the parties so agree.
2. Agreements between the Ministry and the confederations on issues subject to this agreement (Part 1), shall have higher priority than the adjustment agreements.

### **Chapter 3**

#### **THE RELATIONSHIP BETWEEN THE PARTIES**

##### **Section 8 The employer party in individual agencies**

1. The employer in the individual agency is the administrative unit with responsibility for processing matters subject to the Basic Agreement or adjustment agreement. Negotiations must take place at the level of the employer that has the authority to conclude agreements concerning the matter being processed.
2. The parties on the employer side may vary according to the matter concerned but, when a matter is negotiated, the representative concerned must have the necessary authority to bind the employer, cf. section 13 (1).

When matters as mentioned in the Basic Agreement or adjustment agreement shall be processed by a board or collegiate governing body, the parties have the same rights and duties as otherwise, however, cf. the next paragraph. This applies even if the body has been granted its terms of reference or authority by or pursuant to a statute, regulations or a royal decree.

A matter may not be resolved according to the rules laid down in section 17 or other dispute resolution rules if provisions laid down in or pursuant to a statute, regulation

or royal decree have assigned to the body the sole responsibility for making a decision in the matter (exclusive competence).

For practical reasons, collegiate governing bodies should grant the director, manager or equivalent person or a negotiation delegation the authority to discuss and/or negotiate.

### **Section 9 The employee party in the individual agency**

1. The employee party in the individual agency consists of
  - a) those unions affected by a matter, in which at least 10 per cent of the employees in the agency/operational unit/work area concerned are organized.
  - b) unions belonging to the same confederation may combine their membership registers in order to reach the 10 per cent minimum.
  - c) Each of the confederations that has members in the agency/operational unit/work area is nevertheless required to nominate a representative with rights pursuant to the adjustment agreement corresponding to those of the other elected union representatives, regardless of whether these unions fulfil the 10 per cent minimum membership requirement. At agency level, the confederations must have at least two members. Pursuant to this provision, the provision of section 33 concerning assistance from other employees shall not apply to elected union representatives. Nor shall this function provide an independent basis for granting of leave pursuant to section 34 (1).
2. The unions and their branches may elect union representatives for specific professional and/or work areas (educational representatives, etc.)
3. The employer's duties pursuant to Part 1 of the Basic Agreement must always be addressed to a union representative within the work area, or operational unit/agency if there is no division into work areas.

## **Chapter 4 FORMS OF CODETERMINATION**

### **Section 10 Forms and areas of codetermination**

Cf. section 4.

### **Section 11 Information**

1. The employer is obliged to provide the elected union representatives subject to this agreement with information about the matters referred to in sections 12 and 13, below.

The employer is further obliged to inform the elected union representatives rapidly when decisions are made as referred to in section 2 (3), when these affect the working situation of individual employees.

Elected union representatives shall also be provided with information concerning:

- a) the agency's accounts and economy
- b) resolutions adopted by the governing body and management of significance to the employees

c) persons appointed and persons leaving the agency

2. The employer shall, without being asked to do so, provide information as early as possible during processing of matters, so that the employees have a genuine opportunity to exercise codetermination during the different phases of the process.

3. Information is to be provided at meetings and/or in writing/electronically. The elected union representatives shall at any given time be made aware of documents relevant to the matters concerned. Case documents shall as a general rule be forwarded with a request for discussion or negotiation. Further guidelines concerning how and when the information shall be provided shall be laid down in the adjustment agreement for the individual agency/operational unit if so required by one of the parties.

4. Information shall be provided without unnecessary use of specialist terminology. If the matter is complex or requires special knowledge, the employer shall ensure that the elected union representatives are provided with an appropriate technical briefing.

5. In connection with information arrangements in matters of great importance to the employees, for example in connection with rationalization, organizational changes, etc., the employer has a specific responsibility to ensure that all employees are as well informed as possible. Briefings for this purpose shall be planned in cooperation with the elected union representatives.

6. The elected union representatives are on behalf of the unions obliged to provide the employer with information concerning matters dealt with in the unions that are of significance for the employer.

### **Section 12 Discussions**

1. The employer is obliged to discuss the matters referred to below with the unions through the elected union representatives. The unions through the elected union representatives may request discussions about such matters:

a) budget proposals

Note to a:

At the start of a new budget year, the local parties shall clarify how the right of codetermination is to be maintained during the period. This may for example be carried out by setting up a programme of meetings corresponding with the agency's budget routines.

When the competent ministry is a constituent part of the agency, only budget proposals from individual operational units and the question of redefinition of vacant posts in these units will be discussed in the ministry.

b) redefinition of posts

c) building projects

d) the agency's plans and plans for disposition of an adopted budget (plan of operations)

e) (repealed)

f) options relating to procurement and distribution of equipment and utilities involving all forms of capital goods, including the requirements specification on which an offer is based.

g) training, cf. chapter 6

Note to g:

The implementation of adopted training plans for which money has been granted may be regulated by agreement.

h) setting up of work plans (duty sheets, duty rosters and the like.)

i) matters subject to section 7-2 (2) of the Working Environment Act, which will be the subject of discussion pursuant to the Basic Agreement and which the parties to the adjustment agreement agree shall be dealt with according to the rules laid down in these agreements

j) reallocations between salary costs and other operational costs.

2. Other matters not expressly mentioned in (1) or in section 13 (2), and which one of the parties considers to be significant to the employees' working situation, shall be discussed between the parties if so requested by the employer or by the unions through the elected union representatives.

### **Section 13 Negotiations**

1. Decisions made as a result of negotiations must:

- a) lie within the employer's sphere of authority
- b) lie within the framework of the budget resolution adopted by the Storting or within the framework of budget authorities granted by the Storting
- c) be subject to and in accordance with the regulations or the priorities laid down for the agency by the competent ministry or, by authority, by the agency itself

2. Unless the parties in a specific matter agree otherwise (cf. (1)), the employer is obliged to enter into negotiations with the unions through the elected union representatives concerning the matters referred to below. The unions through the union representatives may request that negotiations be entered into concerning these matters. The following list is exhaustive:

a) internal organizational changes where the following three conditions are simultaneously met:

- The organizational chart is changed
- The change is intended to last for longer than six months
- The change entails reallocation of personnel and/or equipment

Cooperation on internal organizational changes may take place in joint working groups, cf. otherwise section 2 (5)

a) Creation of new posts (increase in staff)

Note to b:

This provision applies to the distribution of new posts where this has not already been decided in connection with the budgetary process or by a person with budgetary authority.

c) welfare measures and distribution of welfare funds

d) (repealed)

e) staff rules, cf. section 23 of the Civil Service Act

f) use of areas at the place of work, leisure rooms and canteens, including new, rented or converted premises

Note to f:

The placement of departments or decisions concerning which offices shall be used by the individual employees are matters for discussion.

g) Matters subject to section 7-2 (2) of the Working Environment Act which will be the subject of negotiations pursuant to Part 1 of the Basic Agreement and which the parties to the adjustment agreement agree shall be dealt with according to the rules laid down in these agreements.

3. The unions have a right to state their views in matters which, pursuant to section 13 (1), will not be the subject of negotiations. If the unions so require, such statements shall accompany the matter to superior levels, but not further than to the competent ministry.

#### **Section 14 Special considerations relating to information technology**

1. In connection with procurement, development/significant modification of information and communications technology, ways in which employees shall contribute to the development work and their experience shall be made use of are to be agreed between the management and the union representatives. This may include the structure of the project organization.

2. A classified system is a system whereby computer systems, computer programs or data are classified pursuant to security instructions or protection instructions. Classified systems are subject to the Act relating to Protective Security Services of 20 March 1998, No. 10. Classified systems shall not be a hindrance to the availability of information, since the unions undertake to participate with authorized union representatives. The manner in which this provision shall be implemented in respect of classified systems and the restrictions that must be laid down for access to information shall be clarified in each individual agency.

3. Doubt or dispute about whether or not a system shall be classified may be discussed between the parties. Each of the parties may request that the question be referred to the Office of the Prime Minister or Chief of Defence before the discussion is closed.

4. The union representative who shall deal with matters which according to the security instructions are classified as confidential, secret or top secret, shall be given security clearance and be authorized in accordance with the security instructions.

## **Chapter 5 ADMINISTRATIVE PROCESSING**

### **Section 15 Deadlines**

1. Unless the parties agree on another date, negotiations or discussions shall start not later than two weeks after demands have been presented. It may be demanded that negotiations or discussions be brought to a conclusion one week after they are commenced.
2. The parties are obliged to observe the deadlines laid down for administrative processing of matters subject to Part 1 of the Basic Agreement. The employer shall ensure that the elected union representatives are given reasonable time to acquaint themselves with matters.

### **Section 16 Minutes**

1. Minutes shall be taken of the negotiations. The minutes shall include details of the time and place of the meeting, the names of the parties and their representatives, the documents submitted and the final result of the negotiations. If answers are required to proposals submitted, deadlines for these answers shall be set and recorded in the minutes. If no agreement is reached, the views of the parties at the close of negotiations shall be recorded in the minutes.

On conclusion of the negotiations, the parties' negotiators may demand that statements containing grounds and premises for the views they have presented be recorded in the minutes. Such entries in the minutes shall be raised at the meeting.

Unless the parties agree otherwise, the minutes taken shall be signed before the end of the meeting. A copy shall be given to each of the parties.

2. After discussions, minutes shall be provided by the employer. The minutes shall be brief, but shall ensure that the views of the parties are made known. These shall not be signed, but shall be approved by the participants or their representatives.

### **Section 17 Resolution of disputes by means of negotiations**

1. Negotiations shall take place at the level within the agency that has authority to conclude an agreement.
2. If it is not possible to reach an agreement by negotiation, mediation shall be used to resolve a matter if so required by one of the parties. Mediation shall be carried out by the senior management of the agency unless the parties in a specific matter agree on another mediator within the agency. In cases where the senior management has been a party to negotiations, mediation shall be carried out by a representative from the competent ministry.
3. If agreement is not reached during the mediation, the union representatives shall without undue delay inform the employer of whether they wish the matter to be decided by a joint committee with an impartial chairman appointed according to the rules laid down in section 5 or by the competent ministry. If the unions are not able to agree among themselves on this question, a joint committee shall be set up. The competent ministry may not be responsible for both mediation and dispute resolution in the same matter, cf. (2).

4. The joint committee/competent ministry is not bound by any agreement between the employer and one or more unions. The matter may not be brought before the competent ministry if the power of decision by statute or by royal decree has been assigned to another authority. The matter may not be brought before a joint committee if the agency is a government ministry or if a government ministry is a constituent part of the agency.

5. If the matter is brought before the competent ministry, a decision shall be made after discussions with the unions.

### **Section 18 Discussions**

1. Matters subject to discussion shall be dealt with at the level within the agency that has responsibility for a specific matter.

At the level the matter is to be decided, the employer shall make the final decision. Before the employer makes his decision, genuine discussions shall be held with the union representatives. If the employer wishes to make another decision than he has stated in previous discussion meetings, including in cases where a decision has not yet been recorded in the minutes, the matter shall be rediscussed.

If the matter shall be decided by a superior authority, the minutes shall accompany the matter to the superior authority. The minutes from budget discussions shall not however accompany a matter further than to the competent ministry.

2. If agreement is not reached about setting up of work plans (cf. section 12 (1) (h)), the dispute shall be decided by the ministry concerned or by the authority the employee concerned falls under in the administration. Before a superior authority decides such matters, they shall be discussed with the representatives of the union concerned.

## **Chapter 6**

### **PERSONNEL POLICY IN THE AGENCIES**

#### **Section 19 Purpose**

1. It is a priority goal of the Civil Service to ensure that the employers in the agencies, in cooperation with the unions, shall make provisions for an inclusive and involving personnel policy, cf. chapter 13 of the Working Environment Act. In so far as allowed by the distinctive character of the agency concerned, personnel policy in general and recruiting measures in particular shall provide for diversity in the staff of the agency, particularly in relation to gender (including the question of women in management), ethnicity, functional ability and age.

2. It shall be a goal of personnel policy in the Civil Service to develop the competence of the staff in such a manner that it is able to carry out the priority tasks of the agency efficiently.

3. In consultation with the elected union representatives, the employer shall prepare a personnel policy that takes account of the different phases of life, including paying consideration to the question of older employees.

#### **Section 20 Recruitment**

If a group referred to in section 19 (1), final sentence, is underrepresented among the employees of the agency or in a specific category of posts, when advertising the post,

the employer should invite the underrepresented group to apply. When there are qualified applicants to a specific post from the underrepresented group, the employer should invite at least one such applicant to interview. The adjustment agreement shall regulate the categories of post in the agency concerned to which this provision shall apply.

## Section 21 Gender equality

### 1. Employer's responsibility

The employer is responsible for initiating, implementing and reporting on gender equality measures in the agency, cf. section 1a of the Gender Equality Act.

### 2. The adjustment agreement

The adjustment agreement shall contain provisions concerning gender equality. The provisions shall include competence-building measures, for example measures to ensure that women are assigned tasks of a competence-building character on an equal footing with men, particularly with a view to managerial responsibilities, and measures to ensure gender-neutral criteria for fixing of salaries and such practice of these criteria as promotes gender equality.

The adjustment agreement shall also include further provisions concerning positive discrimination within the framework of (3) and (4) below. The right to positive discrimination of men shall be limited, cf. section 3a of the Gender Equality Act and regulations pursuant to the Act (Circular Q-7/98).

A gender is underrepresented when it constitutes less than 40% of the employees in the category of posts concerned. What is to be understood by *category of posts* shall be defined in the adjustment agreement. It shall moreover be agreed whether the provisions of (3) and (4) shall apply to all categories of post in the agency and whether the gender distribution in the group shall be assessed for the agency for the country as a whole, for smaller geographical areas or for individual workplaces.

### 3. Advertising of posts

The advertisement text for posts shall be drafted with a view to recruiting applicants of both genders. In categories of post where one of the genders is underrepresented, the advertisement text should include an invitation to members of the underrepresented gender to apply for the post. In managerial posts where women are underrepresented, the advertisement text shall include an invitation to women to apply for the post. The elected union representatives shall be given the opportunity to comment on the advertisement text before the vacancy is announced.

### 4. The gender quota framework

If two or more applicants to a vacant post have approximately equivalent qualifications for the post, applicants from the gender that is underrepresented in the category of post concerned shall be given preference.

### 5. Senior Civil Service posts and other posts to which appointment is made by the King in Council

The King in Council shall decide whether and to what extent the principles of (3) and (4) shall apply to appointment to senior Civil Service posts and other posts to which appointment is made by the King in Council.

## **Section 22 Competence Development**

1. The management has overall responsibility for competence development in the agency. It is important that objectives and measures for personal development are included in the plan of operations and budget. During all phases of their professional careers, employees at all levels of the agency must be ensured opportunities for meeting new requirements and future needs through competence-building tasks and other developmental measures. At the same time, every employee must take the responsibility for his or her own competence development.
2. Individual competence development and career planning may be offered in order to ensure satisfactory and efficient performance of tasks in individual agencies. Individual employees shall be followed up by means of appraisal and development interviews.
3. The participation of elected union representatives shall take place pursuant to the Basic Agreement, cf. section 12 (g) and the appropriate adjustment agreement.

## **Section 23 Central training activities**

The following matters may be taken up for discussion between the confederations and the Ministry in relation to training activities carried out by the Ministry:

- a) annual training plans and significant modification of these
- b) training programmes, including special measures for vulnerable groups of employees
- c) special measures that improve women's possibilities for training including use of quotas
- d) guidelines for the awarding of stipends

In addition to the above, the general rules that shall apply for all training activities in the Civil Service should be handled in the same way.

## **Section 24 (Repealed)**

## **Section 25 Adaptive measures**

1. In order that the agency shall in the most appropriate way be able to fulfil the requirements laid down in the Working Environment Act, the parties shall discuss the following:
  - a) measures that must be implemented to enable employees with temporary or permanent disability to be assigned or to retain responsibility for appropriate tasks
  - b) measures that must be implemented in order to enable vocationally handicapped persons (cf. NOU 2001:22) to be employed by the agency
  - c) measures that must be implemented in relation to employees who abuse drugs or alcohol
  - d) measures that must be implemented in order to prevent bullying or harassment and encourage social inclusion at the workplace
  - e) Arrangements to enable employees who experience difficulty in adapting to a new working situation or new technology to fulfil other functions in the agency.

2. The employer has a specific responsibility for managing the agency in such a manner as to avoid the undesirable discrimination of employees subject to (1). The union representatives and individual employees are responsible for cooperating on ensuring this.

## **Chapter 7**

### **CONSIDERATIONS RELATING TO THE WORKING ENVIRONMENT ACT**

#### **Section 26 Exceptions from the Working Environment Act**

Pursuant to the Royal Decree of 6 June 1980, the employer and the employees' unions may stipulate in the adjustment agreement that matters relating to the Basic Agreement that are also mentioned in section 7-2 (2) of the Working Environment Act shall be dealt with wholly or partly in accordance with the rules laid down in the Basic Agreement and adjustment agreement instead of by the working environment committee.

#### **Section 27 Annual Report**

The employer shall each year submit a report concerning the matters dealt with according to the rules laid down in the Basic Agreement and adjustment agreement instead of by the working environment committee. The report shall be prepared in consultation with the affected unions and shall be enclosed with the report submitted by the working environment committee pursuant to 7-2 (6) of the Working Environment Act.

#### **Section 28 Considerations relating to the Directorate of Labour Inspection**

1. When issues subject to 7-2 (2) (c) of the Working Environment Act (plans that require the approval of the Directorate of Labour Inspection pursuant to section 18-9) are dealt with according to the rules laid down in the Basic Agreement and adjustment agreement, cf. chapters 2 and 3, section 18-9 of the Working Environment Act and regulations laid down therein apply correspondingly.
2. When applying the regulations in the Basic Agreement and adjustment agreement, the same rules apply to the relationship between the parties and the Directorate of Labour Inspection as otherwise apply between the working environment committee and the Directorate of Labour Inspection.

#### **Section 29 The rights of the safety representative**

When issues subject to section 7-2 (2) of the Working Environment Act shall be dealt with according to the rules laid down in the Basic Agreement and adjustment agreement, the senior safety representative (or safety representative) shall attend the meetings. The safety representative is not a party, but has the right to speak and to submit proposals, and may demand that his/her views be recorded in the minutes. The safety representative may be assisted by representatives of the agency's health and safety staff.

## **PART 2**

### **RIGHTS AND DUTIES OF THE PARTIES**

#### **Chapter 8**

#### **ESTABLISHMENT OF THE RELATIONSHIP BETWEEN THE PARTIES**

##### **Section 30 Election rules - elected union representatives**

1. Union representatives shall be elected for each agency/operational unit if so required by the employer or a union.
2. The union representatives shall preferably be elected/nominated by and from members of the union who have worked in the agency for the previous two years, and who have experience of and insight into the work of the agency.
3. Full-time employees, or part-time employees who work 14 hours or more or at least 35 per cent of a full post, may be elected as union representatives.

Employees who normally represent the employer in negotiations and discussions, etc. in accordance with Part 1 are not eligible for election as union representatives in those areas/levels where they function as employer's representatives.

Doubts concerning whether or not a person satisfies the conditions given in (2) shall be resolved by means of negotiations in the agency concerned. If no agreement is reached, either of the parties may demand that the matter be decided by the competent ministry.

4. If nothing else is decided, the election shall apply for one year at a time. If the person concerned terminates his/her employment he/she ceases to be a union representative.
5. The union representatives are always regarded as representatives for the employees.

##### **Section 31 Mutual rights and duties**

1. The employer shall receive written notification of the names of those elected as union representatives. Until the employer receives notification of the newly elected representatives, the previously elected representatives shall continue in their official duties.
2. The employer shall nominate a representative whom the elected union representatives may consult on a day-to-day basis, and shall notify the union representatives in writing of the name of this person.
3. Decisions made by the elected union representatives shall be binding for their own union's members to the extent this is not hindered by statute or by collective agreements.
4. The employer and elected union representatives are obliged to do everything possible to create and maintain a satisfactory level of cooperation at the workplace. The union representatives shall attend to and attempt to settle amicably any grievances that members have in relation to the employer, or that the employer has in relation to members of the union concerned.

5. Regardless of the working hours arrangement, the employer has the responsibility for ensuring that the necessary arrangements are made, including working arrangements, for the union representatives to carry out their official duties.
6. The employer and the elected union representatives shall ensure that duties are carried out in accordance with statute, the collective agreement and regulations. Incitement to or participation in unofficial conflicts is inconsistent with these duties.
7. The employer and the elected union representatives have a right to expect their enquiries to be answered without undue delay.
8. Rights and duties that follow from this paragraph also apply to representatives and employees in employee organizations. They do not however apply to safety representatives, senior safety representatives or representatives in working environment committees whose rights and duties are laid down in the Working Environment Act unless specifically stated or unless these persons are also union representatives in accordance with this agreement. Representatives in appointment committees whose rights and duties are laid down in regulations in individual agencies are also excepted.

### **Section 32 Exercise of official duties as a union representative**

1. When union representatives have matters they wish to put forward, they shall consult directly with the employer's representative.
2. The elected union representatives shall have unimpeded access to the different departments to the extent this is necessary in carrying out their official duties. They are obliged to inform their immediate superiors of any reason for leaving their workplaces. They shall also as far as possible inform the manager of a department they visit of the name of the person they wish to speak to.
3. The union representatives must ensure that disturbances to work are kept to a minimum.
4. The union representatives shall be allowed access to use office equipment at their place of work and to the agency's internal distribution channels for circulation of minutes from discussion and negotiation meetings in the agency. Whether and to what extent this shall apply to circulation of other types of information regarded as necessary for members shall be laid down in the adjustment agreement.
5. In the case of union representatives who are allowed full or partial leave to attend to their official duties, cf. section 33, it may be agreed that an office, a telephone and the agency's office equipment is placed at their disposal by the agency concerned. All elected union representatives shall have access to a telephone at the workplace.
6. Duty as a union representative builds competence, and importance shall be attached to it in the further service and career of the employee concerned (cf. also section 1 (7)).

## **Chapter 9 REGULATIONS FOR LEAVE**

### **Section 33 Regulations concerning leave of absence from the workplace**

1. The union representatives have a right to leave of absence with pay during the exercise of their official duties. If the union representatives have a genuine need for assistance from other employees during information, discussion or negotiation meetings with the employer, these will also have a right to leave of absence with pay for this period. When a union representative needs assistance from other members or union representatives during meetings with the employer, the delegation shall be restricted as far as possible, and shall not normally exceed three representatives.
2. In connection with meetings with the employer referred to in (1), the employer may allow elected union representatives (and other employees who shall assist elected union representatives) leave of absence with pay for necessary preparatory work.
3. Within large and/or difficult areas, arrangements may be made whereby man-years or parts of man-years are reserved for work as union representative in an individual agency. When assessing the need for this, consideration will be given to the number of employees and their distribution in professional or staff groups and/or the geographical extent of the area.

The parties in the agency shall discuss the scope of the arrangement and the distribution of such resources between the various unions.

Full-time union officials shall normally attend information, discussion and negotiation meetings. When smaller matters are dealt with, where the full-time union official is not present, the other union representatives have the right to leave of absence with pay to attend meetings with the employer.

### **Section 34 Other rules concerning leave of absence**

1. The union representatives at the workplace and employees with official duties within the union shall not without compelling reason be refused leave of absence with pay to attend meetings of the department executive, union executive and national union executive, national meetings and the Union Congress/Committee of Representatives. The same applies to executive meetings and to meetings in the permanent body set up by and/or consultative for the executive when these may not be held outside of working hours. By agreement with the employer, the unions may hold members' meetings during working hours concerning matters of a general character where the parties agree on the importance of giving rapid information to all employees.
2. Union representatives at the workplace and employees with official duties within the union shall not without compelling reason be refused leave of absence with pay to attend a training course/conference for elected union representatives or other union-related course/conference arranged by the employee organization concerned or by the confederation. The same applies when this type of course/conference is arranged by course institutions on behalf of a confederation.
3. A course/conference is to be regarded as union-related when the course content relates to the unions'/confederations' organizational structure and function, statutes, regulations and agreements or restructuring within the public sector when this is

relevant for the union representatives' function or the employees' working situation. Vocational training courses and courses of further or higher education shall not be regarded as union-related. The confederation shall attest that the course is to be regarded as union-related, and thereby guarantee that the content is in accordance with the guidelines referred to above. The employer may demand that such attestation be presented. The parties to the Basic Agreement may both raise questions as to whether the content of a course is in accordance with the above guidelines.

4. Necessary travelling time is additional to the leave of absence referred to in (1)–(3), above. The union representatives shall also have a right to leave of absence with pay for a maximum of twelve working days per year to carry out official union duties.

5. Employees not subject to the regulations provided in (1) shall not without compelling reason be refused leave of absence with pay for a maximum of twelve working days per year to carry out official union duties or such union-related tasks as those referred to in (2), including courses/conferences for union representatives/union-related courses.

### **Section 35 Leave for elected union representatives and employees in employee organizations**

1. Members of employee organizations have a right to leave to take responsibility for official duties:

- a) in the union they belong to
- b) in a confederation or central organization to which the union is affiliated.

If after completion of an assignment the union representative/employee in the employee organization returns to the agency that granted leave, the person concerned must accept whatever post the employer offers. The employer shall when offering such a post take into consideration a reasonable degree of promotion that the union representative/employee of the employee organization would have been able to reckon on if he/she had not been granted leave to take responsibility for official duties, and in no circumstances offer a lower post than that from which the leave was granted.

During leave granted for official duties, the employee concerned retains his/her membership in the Civil Service pension scheme, but in such a way that the basis for pension is set to the salary received from the union.

2. An employee has a right to leave without pay for a maximum of three years when appointed as an official in any of the following:

- a) the union to which he/she belongs
- b) another union within the same confederation
- c) the confederation or central organization

Further leave may be granted if so approved by the appointment authority in each specific case.

**Chapter 10**  
**PAY AND TRAVEL EXPENSES**

**Section 36 Pay**

1. In this agreement, "pay" refers to the pay for a post according to the main salary scale and additional salary scale as well as the pay-related supplement in accordance with the established duty roster as if the employee had been engaged in normal duties. Overtime pay (hourly) and other variable supplements not in accordance with the established duty roster are not taken into account.
2. In the case of employees who work according to a shift or roster arrangement, remuneration in respect of union duties is calculated according to (1). For such employees, necessary travelling time shall also be included when they attend meetings during off-duty hours.
3. Meetings for negotiations, discussions, and information purposes, as well as committee meetings shall as a general rule take place within normal working hours at times when the union representatives are at work. Participants at such meetings shall not forfeit any pay, cf. (1).
4. Employees who attend meetings outside of normal working hours shall be paid in accordance with (1), but without any extra overtime allowance, and only for meetings pursuant to Part 1 of the Basic Agreement. Employees who work according to shift or roster arrangements are paid in the same way, also for meetings pursuant to Part 3 of the Basic Agreement or negotiations about restricted, local issues concerning pay and working conditions, cf. section 4, final paragraph of the Civil Service Disputes Act, when such meetings are held between 0700 and 1700.
5. Remuneration in accordance with (1) is only made for the duration of the meeting.

**Section 37 Travel expenses**

The employer covers any travel expenses in accordance with the special agreement concerning travel in Norway at the expense of the state for a union representative from each union who attends meetings pursuant to Part 1 of the Basic Agreement. The rules apply only to union representatives on the level the matter relates to.

**Chapter 11**  
**BREACH OF DUTY**

**Section 38 The union representatives**

1. If a union representative is proved to be guilty of a serious breach of duty pursuant to the Basic Agreement, the Ministry may, if the matter is not resolved at a lower level, demand of the confederation concerned that the representative resign his/her duties. If the confederation does not agree that the demand is justified, the dispute shall be decided by the Labour Court. If the union representative is then forced to resign, the employees are obliged to immediately elect a new representative.
2. In the event of gross breaches of the Basic Agreement, the parties in the agency may jointly or separately request assistance from superior authorities.

**Section 39 The employer**

1. If the employer's representative is proved to be guilty of a serious breach of duty, pursuant to the Basic Agreement, affected confederations may, if the matter is not resolved at a lower level, submit a demand to the Ministry that the representative resign his/her duties as employer's representative. If the ministry does not agree that the demand is justified, the dispute shall be decided by the Labour Court. If the employer's representative is then forced to resign, the management shall be obliged to immediately appoint a new representative.

2. In the event of gross breaches of the Basic Agreement, the parties in the agency may jointly or separately request assistance from superior authorities.

Note:

The rule may only be applied if no statute or regulation hinders it. The parties are otherwise in agreement that the main consideration must be whether it is possible to transfer the employer's duties to another person. If removal of the employer's representative would result in divesting the person concerned of the most significant tasks associated with his post, an attempt should however be made to find another solution than removal of the representative.

3. The rules relating to termination of employment, summary dismissal, suspension, disciplinary measures, etc. in the Civil Service Act or in other regulations are not affected by the provisions laid down above.

## **Chapter 12 MISCELLANEOUS**

### **Section 40 Definitions**

1. Unions are employee organizations affiliated to a confederation and to branches of confederations.
2. An agency is any government body or state institution. Ministries, subordinate agencies and universities are all regarded as agencies.
3. Operational units are geographically distributed and/or administratively independent units/regional offices, county administrations, etc. within the agency.

### **Section 41 Independent unions**

1. Employee organizations that have a right to participate in negotiations but are not affiliated to a confederation may wholly or partly accede to this agreement when the confederations and the Ministry so agree.
2. Any accession shall take place by conclusion of an agreement concerning this between the independent union and the Ministry. Following accession to the agreement, the independent union will be regarded as a union in accordance with section 40 (1) of the Basic Agreement. The union will receive the status of party in the agencies of the Civil Service where the union fulfils the conditions of section 9 (1) (a). The union is bound by the agreement until it is terminated by either the Ministry or the confederations in accordance with section 48.
3. Pursuant to the regulations of the Basic Agreement, the confederations are entitled to representation in the boards referred to in sections 5 and 17. Employee organizations that have a right to participate in negotiations but are not affiliated to a

confederation are however given an opportunity to present their views to the boards if they are a party to a matter.

4. As regards the provisions of the Basic Agreement, only the interpretations of the Ministry and the Civil Service confederations shall be applicable.

#### **Section 42 Contractual employees, etc.**

1. Unions that are affiliated to a confederation and that have members who are not subject to the Civil Service Disputes Act shall be given an opportunity to accede to the Basic Agreement for Civil Service employees in its entirety or with necessary exceptions. Such accession may take place in any agency or in the ministry in respect of the area this ministry covers.

2. Accession entails that the unions are given equal status to the unions subject to section 40 (1) of the Basic Agreement. Such unions are allowed proportional representation within the maximum number of members in any committee in the same way as unions that are affiliated to a confederation. All confederations shall however be represented in the committee if they have members within the area.

### **PART 3 RULES THAT SUPPLEMENT THE CIVIL SERVICE DISPUTES ACT**

#### **Chapter 13 RULES CONCERNING NEGOTIATION OF BASIC COLLECTIVE AGREEMENTS**

##### **Section 43 Collective notice**

1. In connection with the establishment of new or revision of the current basic collective agreements, the parties agree to accept as valid a notice of stoppage exchanged between the government and the confederations. The form and contents of the notice of stoppage shall be as laid down in section 28 of the Civil Disputes Act.

2. Both parties undertake to give notice at least 14 days before commencement of industrial action. The notice shall give details of which government agencies the notice affects and the approximate number of employees to be involved in the industrial action. A list of the names of the employees who will be involved in the stoppage shall be submitted to the opposite party at least four days before commencement of the stoppage. In the event of an expansion of the conflict, a notice of four days shall be accepted by the parties with details of the areas and names of the employees involved. The notice of stoppage shall only apply to the employees whose names are on the list.

3. Apprentices are not subject to the rules of the Basic Agreement concerning collective notice unless they are expressly mentioned in the notice that shall be exchanged between the Civil Service and the confederations. Apprentices shall, when not included in the notice of stoppage, continue their training without stoppage of work. The agencies shall as far as possible provide training as normal.

##### **Section 44 Employees who shall not be involved in a strike**

1. The chief executive of an agency and head of the personnel function shall not be involved in a strike.
2. After notice of stoppage has been given, negotiations shall be initiated immediately to establish which other officers shall be exempted from the strike. This may apply to the chief executive in an operational unit or other necessary coverage of management and personnel functions. The same applies to employees who must be present to avert danger to life and health or prevent loss of or damage to property, materials, equipment, etc. This also applies to employees who must be present for the same reasons in connection with the closing down and recommencement of operations.
3. The employer may otherwise, through the Ministry, apply to the confederations for exemption for employees who, owing to such considerations as referred to in (2) or other special circumstances, must be present or recommence work.

#### **Section 45 Industrial sympathy action**

No sympathy action may be initiated without first holding negotiations between the Ministry and the confederation concerned. Negotiations shall be held within four days after this is first demanded. Notice of stoppage shall be as laid down in section 43 (2).

#### **Section 46 Voting procedure**

1. Proposals for basic collective agreements shall as a rule be submitted to the members to whom the dispute of interest applies. The result of a referendum shall as a rule be made known in accordance with current guidelines, and shall give a fair reflection of the intention of the members.
2. If a majority of the members to whom a dispute of interest applies have voted in favour of a proposal, it shall be adopted. If the majority have voted against the proposal, it shall be rejected.
3. If the condition given in (2) is not fulfilled, the referendum shall not be binding unless two thirds or more of the members to whom the dispute of interest applies have participated in the referendum.
4. If less than two thirds have participated in the referendum and the conditions given in (2) have not been fulfilled, the referendum shall be regarded only as consultative for the confederations' decision-making bodies.

**PART 4**  
**DISPUTES CONCERNING INTERPRETATION,**  
**DURATION OF AGREEMENT**

**Section 47 Disputes concerning interpretation**

Each of the parties may bring disputes concerning interpretation of this agreement before the Labour Court. This does not however apply to decisions made by the competent ministry in accordance with the rule laid down in section 2 (3).

**Section 48 Duration**

This agreement comes into force 1 February 2006 and applies up to and including 31 December 2008. The agreement applies further for one year at a time unless terminated by one of the parties with three months' prior notice.