

NORWAY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Written notice to employee, with statement of reasons upon request (WEA Section 15-4 (3)). The reasons provided may be changed thereafter, but if so, the employer has a strict burden of proof that the new reasons provided were the actual grounds for dismissal (Supreme Court in judgment Rt-1996-1401). Before making a decision regarding dismissal with notice, the employer shall, to the extent that it is practically possible, discuss the matter with the employee and the employee's elected representatives unless the employee himself does not desire this (Working Environment Act, WEA hereafter, Section 15-2).</p> <p>Calculation (for EPL indicators): average of with and without consent of the employee - $(3+0)/2=1.5$.</p> <p>As of a certain number of dismissals (see Item 18): see item 19.</p>
2: Delay involved before notice can start	<p>The written notice can be handed directly to the employee or sent as a registered letter. The notice period runs from the first day of the month following that in which notice was given. Before making a decision regarding dismissal with notice, the employer shall, to the extent that it is practically possible, discuss the matter with the employee and the employee's elected representatives unless the employee himself does not desire this (WEA Section 15-3 (4)).</p> <p>Calculation (for EPL indicators): 18.5 days = 1 day for notice + 5/2 days for discussion + 15 days on average until start of next month</p> <p>As of a certain number of dismissals (see Item 18): 26 (=1 day for notice + 10 days for discussion + 15 days on average until start of next month, see Item 20)</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 14d<6m, 1m<5y, 2m<10y, 3m>10y. If an employee is dismissed after at least ten years' employment with the same undertaking, the period of notice shall be at least four months when given after the employee is 50 years of age, at least 5 months after the age of 55 and at least six months after the age of 60 (WEA Section 15-3 (1)-(3)).</p>
4: Severance pay at different tenure durations (a)	<p>None by law, but collective agreements may under certain conditions require additional payment. However, severance pay schemes in collective agreements usually take the form of fee-based insurance schemes, with employers' contributions.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals for personal and economic reasons (rationalisation measures, etc.) are possible (WEA Section 15-7 to Section 15-10). However, the courts have restricted personal reasons mainly to cases of material breach of the employment contract (disloyalty, persistent absenteeism, etc.).</p> <p>Regarding dismissal for economic reasons, judges can question whether the dismissal was objectively justified (Supreme Court ruling Rt-2009-685). There are no statutory selection criteria other than that the selection must be objectively justified. Collective agreements and case law show that seniority, qualifications, age and social considerations often will be objectively justifiable criteria. An employee who has been dismissed owing to circumstances relating to the undertaking shall have a preferential right to a new appointment at the same undertaking unless the vacant post is one for which the employee is not qualified. The preferential right shall apply from the date on which notice is given and for one year after expiry of the period of notice (WEA Section 14-2).</p> <p>If an employee suffers reduced capacity for work as a result of an accident, sickness, fatigue or the like, the employer shall, as far as possible, implement the necessary measures to enable the employee to retain or be given suitable work. The employee shall preferably be given the opportunity to continue his normal work, possibly after special adaptation of the work or working hours, alteration of work equipment, work-oriented measures or the like. If it is appropriate to transfer an employee to other work, the employee and the employees' elected representatives shall be consulted before deciding on the matter. Unless regarded as evidently unnecessary, the employer shall in consultation with the employee prepare a follow-up plan for return to work following an accident, sickness, fatigue or the like (WEA Section 4-6).</p> <p>Unfair: Dismissals for economic reasons are unfair if the employee could have been retained in another capacity (WEA Section 15-7 (2)). Dismissals for reasons of age (under the age of 70), for trade union activities, military service, pregnancy and of recent mothers and employees on sick leave are also unfair.</p>
6: Length of trial period (c)	<p>By law up to 6 months trial period (14 days notice required for dismissal during the trial period)(WEA Section 15-6 (3), WEA Section 15-3 (7)).</p>

<p>7: Compensation following unfair dismissal (d)</p>	<p>In the case of unfair dismissal, the employee is entitled to compensation. The amount of compensation is determined by a court and varies depending on the financial loss, circumstances relating to the employer and employee and other facts of the case. Typical compensation of up to 6 months pay (although it can go up to 3 years in rare cases), plus back pay for the duration of the court case (WEA Section 15-12 (2)). Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 12 months.</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>Reinstatement orders fairly frequent.</p>
<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>An employee who wishes to claim that a dismissal with notice or summary dismissal is unlawful, that it is a breach of the provisions of the WEA concerning preferential rights or that an unlawful temporary appointment, hiring or suspension has been made may demand negotiations with the employer. The time limit for requesting negotiations is 2 weeks. By contrast, The time period for claiming an unfair dismissal is eight weeks. If an employee claims compensation only, the time limit shall be six months. In individual cases, the parties may agree upon a longer time limit for initiating legal proceedings. The time limit starts to run from the conclusion of negotiations. If negotiations are not conducted, the time limit runs from the date of summary dismissal or the date notice start running. If the dismissal does not meet the formal requirements according to law, there is no time limit for such claims (WEA Sections 17-3 and 17-4). Calculation: average of normal limit (8 weeks) and limit if only claiming compensation (6 months) minus average notice period (1 month)</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>Fixed-term contracts are valid when warranted by the nature of the work and the work differs from that which is ordinarily performed in the undertaking, for work as a temporary replacement for another person or persons, trainee, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sports, chief executives of firms and when necessary as a result of an agreement with a foreign state or international organisation. National unions may enter into collective agreements with an employer or employers' association concerning the right to make temporary appointments within a specific group of workers employed to perform artistic work, research work or work in connection with sport. If a collective agreement is binding for a majority of the employees within a specified group of employees at the firm, the employer may on the same conditions enter into temporary contracts of employment with other employees who are to perform corresponding work. General admission to temporary employment for twelve months, applying to a maximum of 15 per cent of the employees at the undertaking (WEA Section 14-9 WEA Section 14-10).</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>Estimated 1.5 In the case of successive contracts, justification of limitation of contract is subject to court examination. Under the general 12 month FTC-rule, when, on expiry of the agreement period, an employee is not offered continued employment, the employer shall be subject to a quarantine period of twelve months. During this quarantine period, the employer may not make new appointments on this ground. (WEA Section 14-9).</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>The provisions concerning termination of employment relationships shall apply to employees who have been employed on fixed-term contracts for more than four consecutive years, with the exemption of trainees, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sport. For employees working as temporary replacement for others and employees with contracts under the general 12 month FTC-rule, the term has been reduced to three consecutive years. However, under the general 12 month FTC-rule, when, on expiry of the agreement period, an employee is not offered continued employment, the employer shall be subject to a quarantine period of twelve months. During this quarantine period, the employer may not make new appointments on this ground. (WEA Section 14-9).</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>TWA employment is legal under the same conditions as fixed-term contracts, which means when warranted by the nature of the work and the work differs from that which is ordinarily performed in the undertaking, for work as a temporary replacement for another person or persons, for work as a trainee, for participants in labour market schemes under the auspices of or in cooperation with the Labour and Welfare Service, for athletes, trainers, referees and other leaders within organised sport (WEA Section 14-12).</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No limit specified, as long as there is an objective reason. In the case of successive assignments, if the subject is brought to court, justification of repeated use of TWA employment is subject to court examination.</p>

<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>The provisions concerning termination of employment relationships shall apply to employees who have been temporarily employed for more than four consecutive years, with the exemption of trainees, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sport. Consequently, the maximum duration of assignments of the same worker within the same user firm is 4 consecutive years.</p> <p>The term until the assigned worker is deemed to be employed with the user firm, in which case the general termination of employment rules apply, is reduced to three years for employees hired out to do work as a temporary replacement for another person or persons in the user firm (WEA Section 14-12 (4) WEA Section 14-9 (7)).</p> <p>Contracts between the agency and the worker can be open-ended.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>The set up of a TWA requires periodic reporting obligations.</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>A regulation ensures equal treatment of regular workers and agency workers at the user firm. According to this, the TWA must ensure that the agency workers are given at least the same wage and working conditions (i.e. working time, holiday and holiday pay, wages, cost coverage) as the regular workers at the user firm (WEA Section 14-12a). The provisions concerning equal treatment may be derogated from in collective agreements if the TWA is bound by collective agreement concluded with trade unions with the right of nomination pursuant to the Labour Disputes Act. The general worker protection provisions must in all cases be respected (Regulations on permission to derogate by collective agreement from the rules on equal treatment when hiring from a temporary work agency Section 1).</p>
<p>18: Definition of collective dismissal (b)</p>	<p>10+ employees within a month (WEA Section 15-2).</p>
<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notification of employee representatives: Duty to inform and consult with trade union/employee representatives. Notification of public authorities: Notification of Labour and Welfare Administration. (WEA Section 15-2).</p>
<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>30 days waiting period after the notification of the employment service. This period runs concurrently with the notice periods issued to the employees (Sec. 15-2(5) Working Environment Act).</p> <p>Good faith consultations with trade union/employee representatives preceding individual notice (evaluated at least 2 days).</p> <p>Calculation: 1 day for notice + 10 days for discussion + 15 days on average until start of next month – 18. indicated in item 2.</p>
<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Accepted customary practice is by seniority, but recent case law gives more weight to business needs. Severance pay: No legal requirements.</p>
<p>22: The worker alone has the burden of proof when filing a complaint for unfair dismissal</p>	<p>No</p>
<p>23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints</p>	<p>No</p>
<p>24: Pre-termination resolution mechanisms granting unemployment benefits</p>	<p>When the employee has resigned without reasonable cause, there is a 12 weeks waiting period compared to dismissals without fault to obtain access to unemployment benefits. If this occurs twice or more within the last 12 months, the waiting time is 6 months (National Insurance Act Section 4-10). There is no termination via mutual consent, except for chief executives (WEA Section 15-16).</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.

b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.

- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.