

NORWAY

Items	Regulations in force on 1 January 2013
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. 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 - $(2+1)/2=1.5$.</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.</p> <p>Calculation (for EPL indicators): 16 days = 1 day for notice + 2/2 days for discussion + 15 days on average until start of next month</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.</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. However, the courts have restricted personal reasons mainly to cases of material breach of the employment contract (disloyalty, persistent absenteeism, etc.). Social considerations, age or job tenure do not determine the choice of which worker to dismiss but can to a certain extent influence the decision.</p> <p>Unfair: Dismissals for economic reasons are unfair if the employee could have been retained in another capacity. 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).</p>
7: Compensation following unfair dismissal (d)	<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.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 12 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Reinstatement orders fairly frequent.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<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.</p> <p>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.</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.</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.</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.</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. 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.</p>
<p>18: Definition of collective dismissal (b)</p>	<p>10+ employees within a month.</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.</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. Good faith consultations with trade union/employee representatives preceding individual notice (evaluated at least 2 days). Calculation: at least 1 additional day for consultations with respect to delays 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>

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 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.