

The basic character of the employment relationship

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Agenda

- I Introduction and Norwegian legislation
- II Two questions out of many
- III Final remarks



I Introduction

- Employer, employee, and agreement
- The agreement enables the employment relationship, and describes rights and obligations between the parties
- Dynamic approach



II Two questions...

- How do we establish the rights and obligations of the parties in an employment relationship?
- Are these rights and obligations subject to change, and if so how, and under which circumstances?



Defining rights and obligations: Interpretation of the relationship

- Legislation, statutory regulations
- Collective agreements
- Employment contracts
- Oral agreements, amendments or other documents



Change and alterations: Lack of consent

- Legal basis of the right or obligation
- Degree of change, type of obligation,
- Employer's prerogative:
 - «Within the borders of the employment relationship» (Rt. 2000/1602) and must not alter what «distinguishes, defines or appears to be significant to the employment relationship» (Rt. 2009/ 1465).



Alterations of circumstances: Place, time, and chores

(Rt. 2000/1602, Rt. 2001/418, Rt. 2009/ 1465, Rt. 2011/ 841)

- Work description and hiring circumstances
- Common practice in the field of occupation
- Reasonable in the light of the development
- Justifiable and not arbitrary or based on extraneous considerations



Alterations of economic benefits/ pay

(Rt. 2002/ 1576, Rt. 2008/ 1246, Rt. 2008/ 856, Rt. 2010/412)

- «Economic» obligation
- The time aspect
- Already earned, or future benefit?
- Unilaterally established and financed by employer



III Final remarks

- Content and change
- Dynamic employment relationship
- Limits of employer's prerogatives

