WHITE & CASE

Global employment and benefits update

Issue 2 **2013**

The newsletter of the White & Case Global Employment & Benefits Group

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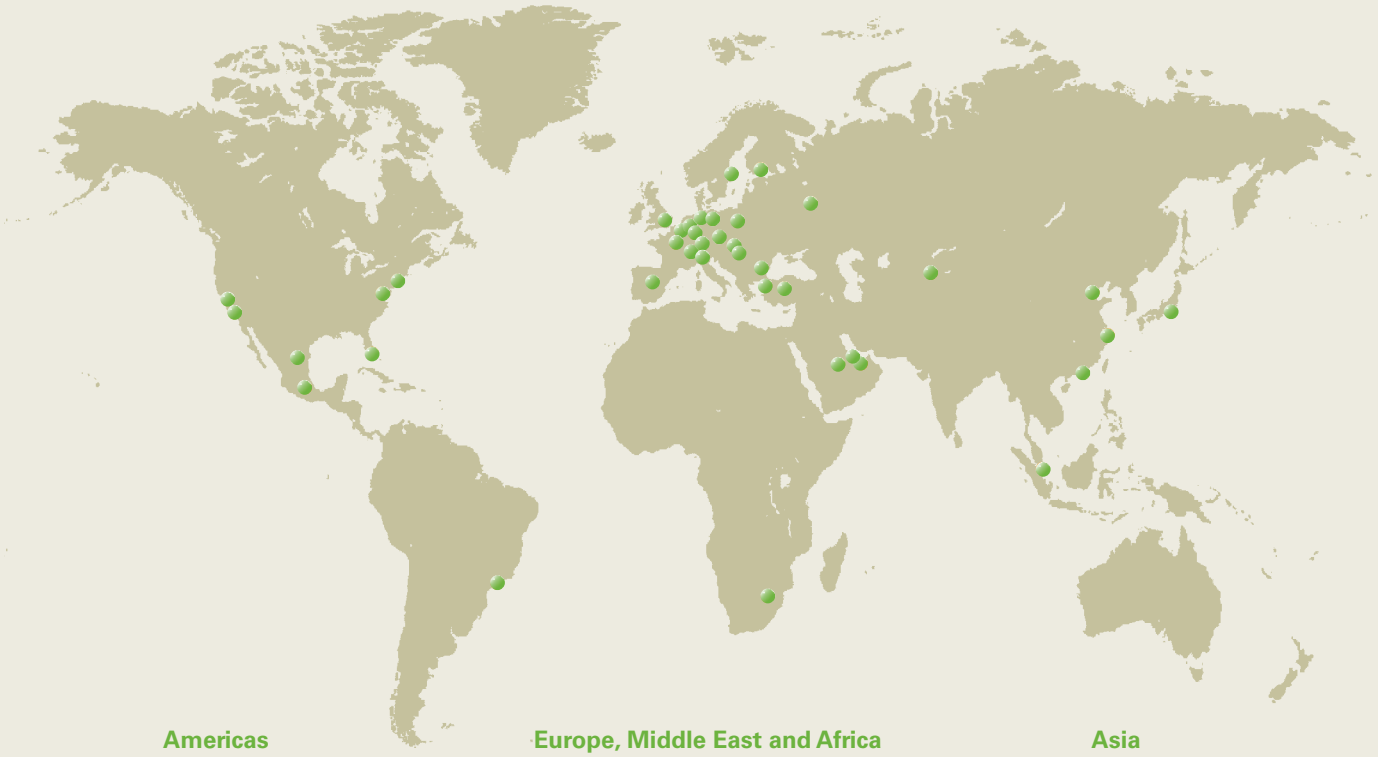

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Changes Afoot for ERISA "Reportable Event" Rules

As many as 90 percent of pension plans and pension plan sponsors may soon have fewer "reportable events" to track and report to the Pension Benefit Guaranty Corporation (the "**PBGC**"), if certain proposed changes to the PBGC regulations are finalised this summer. These proposed changes were published by the PBGC on 3 April 2013.

The PBGC is a wholly owned United States government corporation and an agency of the United States that administers the private-sector defined benefit pension plan termination insurance programme under Title IV of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"). In fulfilling these obligations, the PBGC monitors the status of such pension plans to pick up on early alerts of adverse changes in the plan or the plan sponsor that would enable it to mitigate such changes. As part of this monitoring, ERISA requires plan sponsors to inform the PBGC when certain "reportable events" occur. The PBGC's current regulations explaining these reportable event requirements include a variety of waivers and extensions that allow plan sponsors to delay or avoid reporting of certain events, if a plan's funding is maintained at a specified level (referred to as funding-based waivers). The PBGC is now in the process of revising these regulations in an effort to shift the focus from a plan's funding to a plan sponsor's financial health when determining whether or not these reports must be submitted. The revisions would also expand existing waivers for small plans, modify the current foreign-entity and *de minimis* waivers, and eliminate certain other waivers now available to plans and their sponsors.

Reportable events under ERISA include (but are not limited to) the following: a reduction in active participants in a plan (currently, in general, when the number of active participants in a plan falls below 80 percent of the number of participants at the beginning of the year or below 75 percent of the number at the beginning of the prior year); the failure to make any required plan contributions when due; distributions to a substantial owner (currently, in general, if such distributions exceed US$10,000); a change in the controlled group (namely, when a transaction results in one or more persons ceasing to be a member of a plan's controlled group); liquidation of a member of the plan's controlled group; the distribution of an extraordinary dividend; a transfer of 3 percent or more of a plan's benefit

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liabilities outside the controlled group; the default on a loan with an outstanding balance of US$10 million or more; or bankruptcy or insolvency of a member of the plan's controlled group.

Under the revised regulations, reporting would be waived for most events covered by the funding-based waivers currently in existence under the regulations if a plan or its sponsor falls under one of two financial soundness safe harbours. A plan will qualify for the safe harbour if it is: (a) fully funded on a termination basis on the last day of the plan year preceding the event year; or (b) 120 percent funded on a premium basis for the plan year preceding the event year. In the alternative, a plan sponsor will qualify for the safe harbour if all of the following five criteria are met: (1) the credit report of the plan sponsor reflects a credit score indicating a low likelihood that the sponsor will default on its obligations; (2) the sponsor's secured debt is limited to that incurred in connection with the acquisition or improvement of property and is secured only by that property; (3) the sponsor has had a positive net income under generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) for the past two years; (4) the sponsor has not met the criteria for an event of default with respect to a loan with an outstanding balance of US$10 million or more for the past two years; and (5) the sponsor has made all of its pension contributions for the past two years, other than quarterly contributions for which reporting is waived. If the plan sponsor is part of a controlled group, the plan sponsor's financial soundness criteria would be applied to the highest level United States company in the plan sponsor's chain of ownership.

If the regulations are revised as proposed, plans and plan sponsors that qualify for one of the two safe harbours will generally no longer need to track and report five reportable events: (i) an active participant reduction (except in three specified situations); (ii) distributions to a substantial owner; (iii) a controlled group change; (iv) extraordinary dividends; or (v) a transfer of benefit liabilities. Under the existing rules, a funding-based waiver applies to all of these reportable events. Funding-based waivers also apply, under the existing rules, to liquidation and loan default reportable events, which are discussed in the following paragraph. Regardless of whether a small plan (generally a plan with fewer than 100 participants at the end of the second preceding plan year) qualifies for the safe harbours, it will not be required to report an active participant reduction, a controlled group change, extraordinary dividends, a transfer of benefit liabilities or a missed quarterly contribution.

Under the current rules, the liquidation reportable event is waived where the entity or entities involved in the event are foreign entities (other than a parent of the contributing sponsor) or represent a *de minimis* percentage of the relevant controlled group. Both types of waiver also currently apply to controlled group change and extraordinary dividend reportable events. The foreign entity waiver also currently applies to loan default and bankruptcy/insolvency reportable events. The proposed new rules would preserve all five of these foreign entity waivers. The *de minimis* percentage waiver would likewise apply to all five of these reportable events under the proposed new rules, thereby expanding the *de minimis* waiver to two new reportable events – loan default and insolvency. Note also that under the proposed new rules, bankruptcy under the Bankruptcy Code would no longer be a reportable event.

Private-sector bank credit agreements and other financing agreements typically require the borrower or other obligor to notify the lender of certain events that may adversely affect, or be indicative of an adverse change in, the borrower's credit status. Included among these reporting covenants is typically an undertaking of the borrower to report to the lender the occurrence of an ERISA reportable event with respect to any pension plan sponsored by the borrower or any member of its controlled group. An ERISA reportable event is typically also an event of default, but typically subject to some sort of materiality threshold, such as the occurrence of a reportable event that is reasonably expected to result in a material adverse effect for the borrower. Financing agreements also typically require the borrower to make representations about ERISA reportable events. It is common for a financing agreement to exempt from these consequences any, or certain, reportable events that are waived by the PBGC regulations. It remains to be seen how this market practice will be affected by the expanded PBGC waivers. Bank lenders may conclude that they have an interest in knowing about some of the newly waived reportable events, if the new rules take effect. In that case, borrowers may push back since this would require them to monitor the occurrence of ERISA reportable events that they would otherwise have no obligation to monitor under the PBGC regulations.

The PBGC will be holding regulatory hearings in June 2013 in the hope of finalising the revised regulations for implementation in 2014.

Protective awards against employers who fail to inform and consult on a collective redundancy or TUPE transfer

United Kingdom

The Acquired Rights Directive and the European Collective Redundancies Directive provide for the requirements for collective consultation in the event of business transfers and large scale redundancies, and these requirements are implemented in the UK by the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") and the Trade Union and Labour Relations (Consolidation) Act 1992 ("**TULRCA**") respectively.

Following the Employment Appeal Tribunal's (EAT) decision in *Sweetin v Coral Racing*[1], the trend in recent years has been for tribunals assessing the amount of compensation due for a failure to comply with the information and consultation obligations under TUPE to follow the guidelines suggested by the Court of Appeal in *Susie Radin Ltd v GMB*[2] in connection with a failure to consult on a collective redundancy. Therefore, where there has been no consultation at all, tribunals should award the maximum compensation (13 weeks' pay under TUPE or 90 days' pay under TULRCA in respect of each affected employee), unless there are circumstances which justify a lesser award.

There is a "special circumstances" defence under regulation 13(a) of TUPE and section 188(7) of TULRCA for breach of the collective consultation obligations. It is well established that insolvency is not of itself a special circumstance, although special unforeseen circumstances may arise during an insolvency situation. However, an employer's imminent insolvency may be a mitigating factor when determining the amount of the protective award.

In *AEI Cables Ltd v GMB and others*[3] and *Shields Automotive Ltd v Langdon and another*[4], the EAT provided some much needed guidance on the assessment of protective awards for employers who failed to comply with their obligations to inform and consult on a collective redundancy and TUPE transfer.

AEI Cables Ltd v GMB and others

In *AEI Cables Ltd v GMB and others*, the EAT considered whether it was reasonable to expect an insolvent employer to continue to trade for 90 days so that it could comply with its obligations to inform and consult under section 188 of TULRCA.

AEI, a manufacturer of copper wiring, had suffered financial difficulty as a result of a steep increase in the price of copper. It received advice from its accountants that, unless it reduced costs, there was a danger that it would otherwise be trading whilst insolvent which would have been unlawful. Following an unsuccessful request for an overdraft, the directors of AEI made 124 employees redundant with immediate effect. The affected employees received letters confirming their summary dismissals.

An employment tribunal held that AEI had completely failed to comply with the duty to collectively consult. As a result, the tribunal made the maximum protective award of 90 days' pay in respect of each employee. AEI appealed against the tribunal's decision to make the maximum protective award. On 5 April 2013, the decision to make 90 day protective awards was overturned by the EAT and 60 day awards were made instead.

The EAT acknowledged that in *Susie Radin Ltd v GMB*, the Court of Appeal gave guidance on how to assess the amount of a protective award. The starting point when considering the amount of a protective award is 90 days' pay, where there has been no consultation at all. However, tribunals must take account of mitigating factors i.e. why did the employer act in the way it did? Had the employment tribunal asked this question, it should have concluded that AEI could not trade lawfully following the advice it had received from its accountants. As such it was wrong for the employment tribunal to conclude that a 90 day consultation period should have taken place.

1 [2006] IRLR 252

2 [2004] IRLR 400 (CA)

3 UKEAT/0375/12

4 UKEATS/0059/12

However, the EAT held that some consultation could have taken place in the limited time between AEI receiving the advice and the dismissal letters being sent out. To address the seriousness of AEI's default, while at the same time taking account of the circumstances surrounding insolvency, the EAT held that the appropriate level of protective award should be 60 days.

Shields Automotive Ltd v Langdon and another

In *Shields Automotive Ltd v Langdon*, the EAT considered the assessment of appropriate compensation where there had been a technical breach of the information and consultation provisions of TUPE relating to the election of employee representatives.

In this case the employer had failed to comply with the duty to inform and consult with employees under regulations 13 and 14 of TUPE. The penalty for failing to inform or consult in accordance with the requirements of TUPE is such sum as the tribunal considers "just and equitable having regard to the seriousness of the failure of the employer to comply with its duty", not exceeding 13 weeks' actual pay.

Shields Automotive Ltd operated a Toyota dealership, which was transferred to Arnold Clark Automobiles Ltd in August 2011. The employees were informed of the transfer and were given just three hours to elect two employee representatives by secret ballot. There were 18 employees including the two claimants, Mr Langdon and Mr Brolly. As a result of the short timescale, Mr Langdon chose not to vote. Mr Brolly was unable to vote because he was on annual leave that day. There was a tie break for the second employee representative. The employer decided that it was not appropriate for one of the employees in joint second place to be an employee representative because he was not going to be at work on the day of the consultation meeting. Therefore the employer simply chose the other employee as the second employee representative. Mr Langdon and Mr Brolly brought claims for failure to comply with regulations 13 and 14 of TUPE.

The EAT held that an award of 7 weeks' pay per affected employee made by the employment tribunal in respect of Shields Automotive Ltd's failure to comply with its obligations to inform and consult under TUPE, was excessive where there had been a technical breach of the relevant provisions. Shields Automotive Ltd had compromised the fairness of the election of the employee representatives by rushing the process and making a unilateral decision to select one of the representatives where the election had resulted in a tie-break. The EAT held that it would have been reasonably practicable for Shields Automotive Ltd to have alerted its employees to the fact of a tie and to have allowed its employees to resolve how the tie should be determined. The EAT also reiterated that in such circumstances an employer's duty was to take reasonable steps to ensure that the election was fair, but that to satisfy this test an employer must ensure that employees have a proper opportunity to exercise their right to vote.

The tribunal had erred in its approach to the calculation of the compensation, given that the purpose of an award is punitive, rather than to compensate the employees for the loss suffered. The EAT held that the purpose of the award is to ensure that employers generally are mindful of their obligations to inform and consult, particularly in circumstances in which there are pressures of time upon the employer to do the opposite. However, where the employer has taken steps to comply with the duty to consult, the punishment should not be as great as if the employer has taken no steps at all. Accordingly, the starting point will normally be less than the maximum of 13 weeks' pay. Messrs Langdon and Brolly were awarded 2 and 3 weeks' pay respectively (the latter's award was reduced from 7 weeks' pay on account of it being manifestly excessive).

News in Brief

Czech Republic

Renewal of fixed-term employment contracts

An amended Labour Code reintroducing the linking or renewal of employment contracts for certain groups of employees under specific conditions is due to be approved by the upper chamber of Parliament in the Czech Republic (the "**Amendment**"). The Amendment is designed to render the labour market more flexible and increase corporate competitiveness.

The Amendment will, at variance with the general prohibition in the provision of section 39(2) of the Labour Code, provide for the repeated (more than twice) execution of a fixed-term employment contract with an employee where serious operational reasons of the employer or reasons arising from the nature of the employee's work exist (typically, seasonal work in agriculture or construction).

The above procedure is conditional upon the execution of an agreement with a trade union that details the reasons and rules for negotiating fixed-term employment contracts, the type of employees to whom the procedure will apply, and the period for which the agreement with the trade union is negotiated. If there is no trade union, the above agreement may be replaced by an internal employer regulation.

The Amendment is likely to come into force this summer.

Germany

Recent decisions of the Federal Labour Court regarding temporary agency workers

In Germany, temporary agency workers have long been a popular solution for businesses. The Federal Labour Court (*Bundesarbeitsgericht* "BAG") has now issued several important decisions, which aim to further improve the rights of temporary workers particularly in terms of co-determination rights, works councils and dismissal protection. German companies who employ temporary workers will need to be aware of these important new developments.

- **Temporary workers and co-determination rights:** according to Section 111 of the German Works Constitution Act, an employer with 20 or more employees must now negotiate with the works council about any operational changes which it intends to make (e.g. large-scale redundancies or a reorganisation). However, the BAG has now decided that regularly employed temporary workers (i.e. those with three or more months of continuous service) must now be counted in the threshold of 20 employees.

- **Temporary workers and works council:** in Germany, the number of members of the works council who will be elected is determined by the number of employees a company has. In the past, temporary workers did not count as employees in this regard. However, the BAG has now decided that regularly employed temporary workers (i.e. those with three or more months of continuous service) must be counted.

- **Temporary workers and unfair dismissal:** a recent decision of the BAG related to temporary workers has considerably modified the principles which regulate the scope of protection against dismissal. In Germany, according to the Protection Against Unfair Dismissal Act (*Kündigungsschutzgesetz* "KSchG"), employees are only protected against dismissal if the company employs more than 10 employees. In the past, temporary workers were not considered as "employees" in terms of the 10 employees threshold. The Federal Labour Court has now modified this doctrine in Case Number 2 AZR 140/12. Temporary workers will now have to be counted as "employees" if they are regularly employed.

The employment of temporary workers remains a flexible way for companies to fulfil their staffing needs. However, the Federal Labour Court continues to strengthen the rights of temporary workers in all areas of labour law. Companies who regularly employ temporary workers should be aware of the legal implications and carefully observe future developments.

Rejected job applicants claiming unequal treatment

The German Federal Labour Court has recently confirmed that a rejected job applicant cannot force an employer to disclose the identity of the hired job applicant in question. However, if the employer refuses to share such information with the rejected job applicant, the Court can take this refusal into account when deciding whether or not the rejected job applicant has suffered unequal treatment. The general refusal to share such information with the rejected job applicant does not reverse the burden of proof and require the employer to show that there has been no breach of the principle of equal treatment.

Poland

12 months' paid leave for parents

The Council of Ministers in Poland has proposed family-friendly rights for Polish families with children. Parents of children born in 2013 will now be entitled to 12 months' paid parental leave.

The Polish Government has released a draft amendment to the Labour Code which extends a parent's right to paid parental leave after childbirth from six to twelve months. This will be achieved by extending additional maternity leave from four to six weeks and introducing new parental leave (of up to 26 weeks) so that parents can share the parental leave between themselves.

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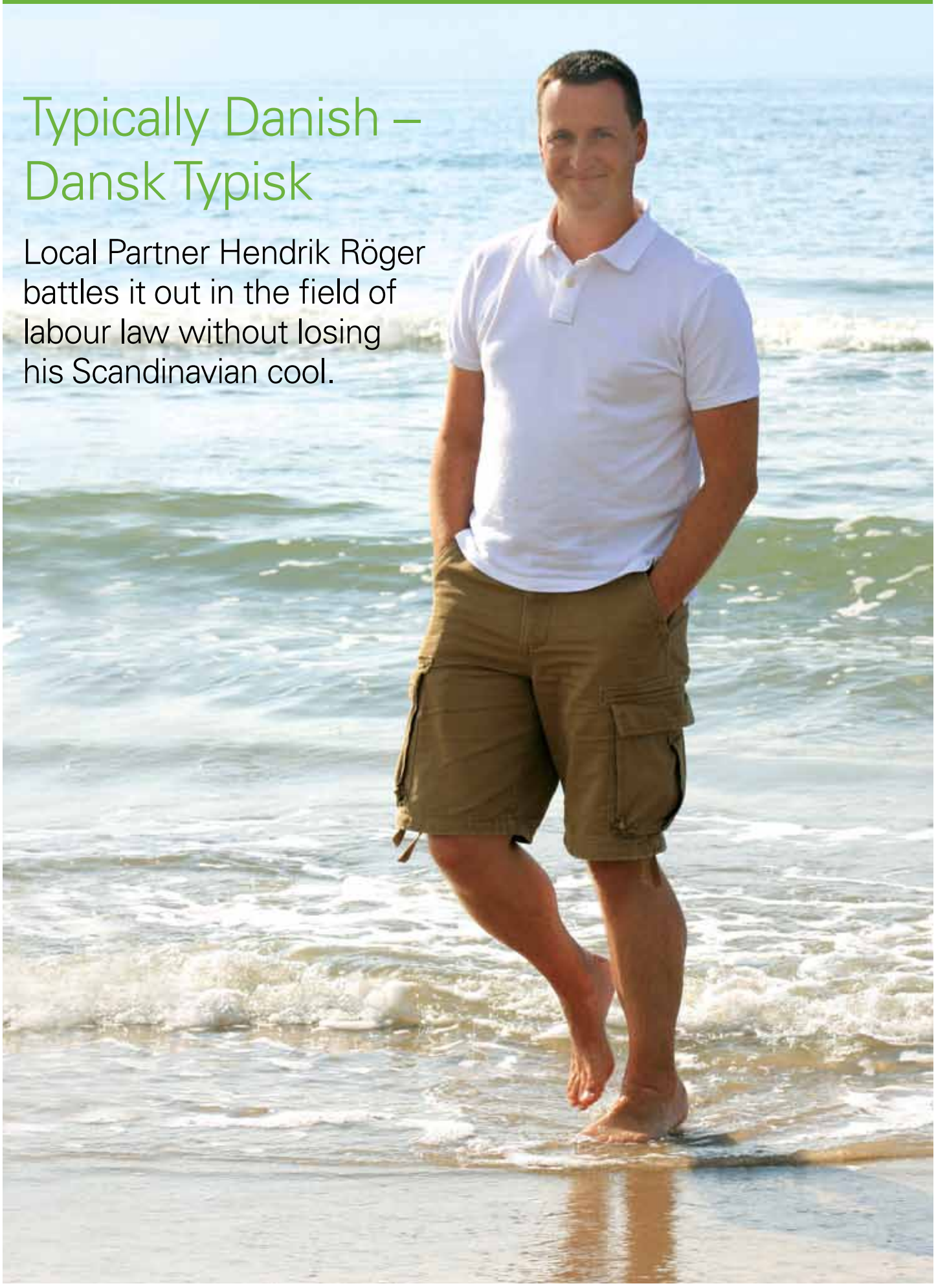
In Profile Hendrik Röger

Typically Danish – Dansk Typisk

Local Partner Hendrik Röger battles it out in the field of labour law without losing his Scandinavian cool.



The courtesy and composure instilled into Danes from an early age is something which Hendrik Röger values greatly. As a father of three, he welcomes it almost as much as the fact that Denmark is one of the most child-friendly countries in the world.

His wife Nicole has been key in shaping his love of Denmark. She is half Danish- her mother is from Northern Jutland- and the family makes the journey to the northern tip of Denmark together at least once a year. "*The Danes' straightforwardness, the tactful way they get on with each other and their natural sense of relaxedness have made a great impression on me*," says the 37 year old, who gained first-hand experience of the typical Danish way of life during the three and a half months he spent as a legal trainee at a German-Danish law firm in Copenhagen in 2004.

Before being drawn northwards, when he began studying law in 1995, he made the obvious choice for a native of Siegen in Southern Westphalia and began at the Justus-Liebig-University Giessen, just 80 kilometres away. When his wife moved to Hamburg to complete her training as a paediatric nurse, Hendrik didn't hesitate and followed her there. As a budding lawyer at the University of Hamburg, his focus was on corporate and tax law. He passed his First State Examination in 2001 and spent part of the practical stage of training at the Hamburg Higher Regional Court, again with a focus on corporate law. "*At the end of my studies I was still determined to become a judge*," says Hendrik. However, during his training he quickly realised that if he was tied down in a role at a public authority, he would miss the sense of entrepreneurial freedom.

That played an especially important role in his life at the time. In 2005, he not only passed his Second State Examination, he also became a father. His daughter Mia Sofie was born in October. "*I wanted to devote enough time to my daughter and not be permanently tied down in the courtroom or office,*" he says. Thus the decision to initially work part-time after completing his studies was one which he made quite consciously. In order to minimise the financial sacrifice, he applied to several law firms for a position as "part-time lawyer" – a far from obvious choice in the legal world. Yet he found that in his interviews he was met with a lot of understanding.

Hendrik quickly chose White & Case. "*At the interview I was introduced to a great team, I immediately felt at ease and part-time work was not a problem either*." But the offer had one catch. "*What the firm was looking for at that time was a labour and employment lawyer*." Hendrik decided to take up the firm's offer and take the plunge. With help from his mentors he quickly found his feet in the unfamiliar field. "*Within a short time I found myself fighting on the front line and handling important cases*," he recalls. In retrospect he is glad he made that decision. "*Labour law is an exciting field, I always find myself dealing with real people and working in very practical way. The knowledge of corporate law I acquired during my studies has proved an additional great advantage*." His main focus today is on advising clients about coping with transactions, restructuring plans and crises, especially in cases on the intersection between insolvency and employment law.

These days Hendrik is not only a full-time lawyer, he is also the father of three daughters. After Mia Sofie, came Louisa Marie (5) and Frida Charlotte (2) thus completing the family. The balancing act between work and family is becoming more difficult. But Hendrik tries not to ignore leisure and private life and makes time for hobbies and special interests. During his studies he worked as a researcher at Hamburg University's employment law department and as a lecturer at the university. Hendrik has been a lecturer at the Hamburg Media School ever since it was founded and is also a lecturer in the Bucerius Executive Education Programme at Bucerius Law School. "*I have always found imparting knowledge, training and working with young people very enjoyable*," he says.

In addition to that he holds an unpaid position as member of the board of a Hamburg-based religious foundation which has been in existence since 1893, the Stiftung "Freie evangelische Gemeinde in Norddeutschland". He loves Scandinavian crime fiction, relaxing at the piano and lovingly upholding traditional Danish rituals, be it the Christmas Day *Julefrokost* with the whole family, at which a large buffet is served and Danish Aalborg Aquavit is a must, flying the Danish flag on the birthdays of his children or simply enjoying the *hyggelige* (cosy) atmosphere at home – Hendrik has made the Danish way of life his own.

The draft amendment also proposes to introduce changes to parental leave allowance which will vary from between 60 percent to 100 percent of a parent's salary depending on the duration of the parental leave in question.

The new regulations aim to combine working life and family life. For example, a parent will be able to request to work no more than half of the time assigned for a full-time job in exchange for an allowance equal to 50 percent of his or her salary.

The draft amendment was submitted on 29 April 2013 and is intended to come into force on 17 June 2013.

Romania

Changes in legislation concerning equal treatment between men and women

On 24 April 2013, the Romanian Parliament passed a new law to approve the Government Emergency Ordinance No. 83/2012 regarding the equal treatment of men and women. The new law stipulates the establishment of the National Committee for Equal Chances between Women and Men (CONES), which will promote, protect and ensure the equal treatment of men and women. The overarching aim of CONES is to provide an integrated approach regarding gender policies in Romania and to eliminate all forms of discrimination.

The Government Emergency Ordinance No. 83/2012 proposed:

- to bring higher sanctions for employers who infringe their specific obligations regarding the equal treatment of men and women in an employment context. Administrative fines will range from RON 3,000 (approximately EUR 700) up to RON 100,000 (approximately EUR 23,000);
- to extend the scope of acts of discrimination; and
- to confirm equal treatment between parents regarding the right to leave for childcare purposes.

Any employee who considers that he or she has been discriminated against on grounds of gender may submit notifications or complaints against the employer, which shall be settled by mediation. In the event that mediation is unsuccessful, the person discriminated against may refer the issue to the competent authority and may submit a claim before the competent court of law no later than 3 years from the date the act of discrimination took place.

Russia

Restrictions on remote working

On 19 April 2013, new amendments were made to the Russian Labour Code on remote working. Remote work is defined as the performance by the employee of his work duties at a location other than the location of the employer, or its branch, representative office, or other separate business units, or the permanent workplace or a site directly or indirectly controlled by the employer, provided that the employee uses public information and telecommunications networks, including the Internet, to perform his work and communicate with the employer in this way.

The new law on remote working contains a number of provisions that are specific to this kind of working regime. An employment agreement with a remote employee can be entered into and terminated by exchanging electronic documents. If a remote employee and his or her employer agree to exchange the employment agreement in electronic format, enhanced qualified electronic signatures shall be used. After exchanging the employment agreement in electronic format, the employer shall send a certified copy of the employment agreement to the employee by registered mail with receipt acknowledged within three days of the execution date of the agreement.

The remote nature of the employment arrangement must be reflected in the employment agreement. As a general rule, the working time of remote employees will be determined at their own discretion, unless otherwise set out in the employment agreement.

Sweden

Independent contractors

The dividing line between employees and independent contractors has long been the subject of much debate in Sweden. In a recent case, the Swedish Labour Court (*Sw: Arbetsdomstolen*) has once again dealt with this question.

The case involved a former employee of a company (the "**Opera**") who, when his employment ended, continued to work for the Opera via a limited liability company (the "**Company**") which he and his wife owned. The Company and the Opera entered into an agreement under which the musician was to spend 50 percent of his time working for the Opera. The musician was free to work for other principals and was responsible for providing his own musical instruments. When the Opera declined to renew the agreement between the parties, the musician claimed that he was employed by the Opera and that he had been dismissed without just cause.

The Swedish Labour Court found that only physical persons can be employees. Therefore, if a person works for the principal through a company, this is a strong indication that the person is an independent contractor and not an employee. In the present case, the Swedish Labour Court found that the musician had not been employed by the Opera and was in fact an independent contractor. The Swedish Labour Court implicitly confirmed that, if a person works for a principal through his or her own company, and decides on when and how he or she performs the work for the principal, this person is likely to be regarded as an independent contractor (and not an employee of the principal) unless the purpose is to circumvent the Employment Protection Act 1975.

Upcoming Events

The NYU Centre for Labour and Employment Law's 2nd Annual Programme

Cutting-Edge Employment Law Issues for Corporate Counsel

Tuesday 4 June 2013, New York

The NYU Centre for Labour and Employment Law's second annual one-day programme, 'Cutting-Edge Employment Law Issues for Corporate Counsel', will take place in New York on 4 June 2013. Don Dowling (White & Case New York) will be presenting on the subject of 'Expatriate, Seconded Employees; Extending Codes of Conduct and Global HR Policies Abroad', together with Elizabeth Hook (Director & Associate General Counsel, Employment Law, Citigroup Inc.).

The International Employment Law 2013 Programme

Practising Law Institute (PLI)

Tuesday 11 June 2013, 9.00 a.m. EST

Don Dowling will participate in this PLI programme along with in-house counsel, senior human resources executives and other experienced practitioners to advise multinational employers on critical employment issues. This programme will cover:

- Analysis of different legal standards across borders for hiring and firing, including enforcement of restrictive covenants and confidentiality agreements
- Discrimination and retaliation laws worldwide
- Overseas union and works councils
- Best practices in avoiding criminal and civil liability, and dealing with the international whistle-blower
- Cross-border data privacy update

White & Case LLP and Lee Hecht Harrison

Personnel Reduction Measures and Voluntary Leaver Programmes

Hamburg: Thursday 6 June 2013
Frankfurt: Wednesday 19 June 2013
Dusseldorf: Tuesday 25 June 2013
Stuttgart: Wednesday 10 July 2013
Munich: Wednesday 17 July 2013

White & Case, Hamburg will host business breakfasts in cooperation with Lee Hecht Harrison about personnel reduction measures and voluntary leaver programmes.

Central Law Training Ltd. (CLT) webinar

TUPE: outsourcing and service provision changes

Wednesday 3 July 2013

Changes are on the horizon for TUPE. The UK Government is seeking views on the overlap between collective redundancy and TUPE and in particular, whether the UK's interpretation of the Acquired Rights Directive is over bureaucratic and 'gold plated' and should be scaled back. Further, in a double dip recession, TUPE and harmonisation continue to be at the fore, especially in the area of outsourcing. Stephen Ravenscroft (White & Case, London) will be addressing the following points in this session:

- an update on TUPE development- overview of the UK Government's response and proposed changes
- outsourcing – back to the test of a business transfer in the Süzen case?
- insolvency and intra-group restructuring – UK Government's intentions, what will they mean?
- information and consultation – can TUPE and collective redundancy consultation be run concurrently?
- cross-border transfers – application of TUPE and practical issues

Bloomberg BNA webinar

Overview of employment law in the European Union

Thursday 12 September 2013, 1.00 p.m. EST

Don Dowling and Stephen Ravenscroft will be giving an overview of employment law in the European Union including the application of the Acquired Rights Directive, which gives employees automatic transfer rights on business acquisitions and often on outsourcing of services.

European Networking Group Spain S.L.

Executive, Compensation & Benefits Conference 2013

17 and 18 September 2013 Barcelona

The Executive Compensation and Benefits Conference will take place in Barcelona from 17-18 September. Nicholas Greenacre (White & Case, London) will be presenting on the subject of 'Swiss style executive pay curbs – implications and consequences for the rest of Europe'. White & Case LLP clients will be eligible to a 30% discount if they book before 14 June 2013.

For further information on these upcoming events, please contact Stephen Ravenscroft at sravenscroft@whitecase.com or Sarah Clarke at sclarke@whitecase.com.

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June 2013

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