Global Employment Lawyer

DENTONS

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Stepping into summer

The term "summer" is often associated with vacation, time off from work and the opportunity to refresh. Nonetheless, summer vacation trends vary significantly across the globe. According to an ABC News article, employees in the United States work more than anyone in the industrialized world and take less vacation time. A Center for Economic and Policy Research (CEPR) study shows that Europeans, on the other hand, work less in the summer and spend a significant portion vacationing.

Why is there such a large disparity in vacationing practices? One explanation comes from the law itself. According to the CEPR study, most European and Asian countries mandate that employees receive between four and six weeks of paid vacation and time off annually, with Austria leading the field by requiring 35 paid days off a year. That study also indicates that Japan, on the lower end of the spectrum of those countries that require paid vacation, requires employers to provide its workers with at least 10 days of paid leave per year. No such law exists in the US.

However, even though not legally required to do so, most US employers do afford their employees some paid vacation time. CBS News reports that, for the average US employee, this equates to about 16 days of paid leave a year. However, this number is deceiving. According to an April 2014 Harris survey conducted for Glassdoor, just a quarter of US employees reported taking all the time off given to them, while two in five said they had taken 25 percent or less of their available time off. And the typical US employee with paid vacation time took just a little more than half of his or her allowed time off in the previous 12 months.

According to senior CEPR economist John Schmitt, because US law does not require employers to provide paid vacations to their employees, many US employees believe they may be penalized for taking vacation. Further, according to a publication called the "Journal of Happiness Studies," Americans believe that work brings happiness, whereas Europeans feel happiness is better achieved through leisure.

While there are significant differences in the way vacation time is allocated and managed in companies throughout the world, the notion of "summer vacation" is accepted to some extent in all economically developed countries. Across the globe, the pressures and stresses associated with top corporate executive positions make it extremely difficult to take any time off from work, even during the summer. In fact, in a study conducted by Korn/Ferry International, 84 percent of top executives reported postponing or cancelling vacations due to work demands.

"Jumping the company ship" and hopping aboard a cruise in the middle of a complex deal is certainly a cause for concern. However, if done at the

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right time (is there ever a right time?), vacationing, even by top corporate executives, can have significant benefits for both the executive and their respective companies. A CNN article titled "Why your brain needs vacations", points out that stepping away from the desk allows individuals to gain a fresh perspective and start anew. Surveys further show that vacations by top executives indicate a stronger level of confidence in their direct reports and force those direct reports to make new decisions and take on new responsibilities.

Not only is more vacationing associated with better individual health and production, but it has recently been shown to benefit a company from a financial standpoint. As the evidence of the corporate benefit of vacations continues to emerge, companies are beginning to reassess how they think about and treat vacations. More and more companies have instituted or are considering instituting unlimited vacation policies. While this type of policy may not be right for all employers, in certain circumstances changing to an unlimited vacation policy can result in significant cost savings for companies that previously allowed employees to accumulate and be paid for unused vacation time.

As US employees continue to put vacation on hold, the number of accumulated paid days off continues to grow. According to a new Project: Time Off report, it is estimated that companies are liable to their employees for unused vacation time in the amount of over US$224,000,000,000!

Giving employees the option to take vacations at the time and in the manner of their choosing would eliminate the need to pay out accumulated vacation days since there would be no unused vacation days to accumulate. Furthermore, since vacations still need to be requested and approved in advance, the potential for abuse is minimized. Most evidence suggests that the vast majority of employees will not abuse an unlimited vacation policy because of concerns about losing their job or being passed over for a promotion.

With summer upon us, maybe now would be a good time to review your company's vacation policy and consider whether it is consistent with the company's corporate culture and organizational goals. Regardless of what you conclude, I'm sure your policy would make for some light vacation reading!

In this third edition of the Dentons Global Employment Lawyer, our lawyers examine:

- Lingering questions following the June 2015 US Supreme Court "headscarf" ruling on religious accommodation.
- A recent Canadian court decision with broad applications for employers struggling to manage "difficult employees" who accumulate absences under the guise of disability.
- The proper procedure to follow when reducing the workforce due to redundancies in China—and the consequences of not doing so correctly.
- Imminent changes to Polish labor law seeking to eliminate some differences between indefinite and fixed term contracts.
- Proper recruitment of non-resident foreign workers in Angola.
- Regulations and rights in employing foreign workers in Israel.
- Why financial service companies in the UK may soon face the prospect of remodeling their whistleblowing procedures and nominating whistleblowing champions.
- How newcomers to the United States on temporary visas may be unpleasantly surprised at the income tax consequences.

We welcome your input and suggestions about the type of information you want to receive as well as an honest critique of what we have provided. Please feel free to share your own "war stories" with me, with or without attribution, at brian.cousin@dentons.com.

Thank you for reading and we look forward to receiving your thoughts and comments.

Brian S. Cousin
Editor in Chief
Partner, New York

News and events

Historic combination and merger creates leading, largest law firm in the world

Earlier this year, in an historic first, 大成 (pronounced "da CHUNG"), a leading law firm in China, and Dentons, a top 10 global law firm, announced a combination that will be unique in the marketplace. The result will be the only firm to offer seamless service across Africa; Asia Pacific; Canada; Central Asia; Europe; the Middle East; Russia, CIS and the Caucasus; the United Kingdom (UK); the United States (US); and all 34 of China's regional administrative divisions.

It is also the first combination of a leading Chinese firm and a top 10 global firm. The new firm will provide clients with more advantages, including:

- A polycentric approach. With no one global headquarters and no dominant national culture, the firm will proudly offer clients talent from diverse backgrounds and countries, with deep experience across many geographies and every tradition of law. The new firm offers the local cultural understanding required to get a deal done or dispute resolved in communities around the world.
- Broader and deeper offerings around the globe. The combination of a polycentric, global firm with a leading Chinese firm will offer clients seamless service, global presence and local knowledge.
- Reinvented client service. The new firm will reinvent client service, harnessing new technologies to enhance client support and deliver higher quality services while prioritizing client confidentiality and data security.

Building on the momentum of the combination between Dentons and 大成, also this year Dentons US LLP (Dentons US) and McKenna Long & Aldridge LLP (McKenna Long) announced a merger, thereby creating the world's largest law firm. Committed to delivering the highest quality legal counsel at home and abroad, Dentons will serve clients from more than 125 locations across 50-plus countries. It will boast approximately 6,600 lawyers and professionals worldwide.

Clients inside the US will gain unrivaled access to markets around the world, and international clients will enjoy increased strength and reach across the US, with more than 1,100 lawyers based in the United States. The US team will span 21 US locations, including Albany, NY; Atlanta; Boston; Chicago; Dallas; Denver; Houston; Kansas City, MO; Los Angeles; Miami; New Orleans; New York; Orange County, CA; Phoenix; San Diego; San Francisco; Short Hills, NJ; Silicon Valley, CA; St. Louis; Tysons Corner, VA; and Washington, DC.

Dentons strengthens presence in Hungary

Budapest—Dentons is pleased to announce the arrival of Ildikó Csák, who joins as partner in the Budapest office, along with approximately 50 local partners, associates and other professionals. The team joined Dentons from White & Case on May 4, 2015 to further strengthen the Firm's Corporate M&A, Employment, Private Equity and Dispute Resolution offering in Hungary, the Central and South Eastern Europe region and Europe.

Dentons welcomes three new lawyers in Vancouver office

Vancouver—Dentons Canada LLP is pleased to announce that three prominent lawyers have joined the Firm; Jillian Frank as Partner; and Claude Marchessault and Tejbir Sandhar, both as Counsel. Based in Vancouver, these lawyers bring expanded depth and expertise to Dentons in each of their respective areas of practice.

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With an extensive background in employment and labor law, Jillian Frank assists employers in BC and Alberta in resolving wrongful dismissal, employment standards and human rights disputes, advising on employment issues arising from corporate transactions, and in developing workplace agreements and policies to comply with occupational health and safety, privacy and human rights legislation. She has extensive court, arbitration and mediation experience, having appeared before all levels of court in Alberta and British Columbia, the Federal Court and Federal Court of Appeal as well as numerous administrative boards and tribunals. Called to the bar in both Alberta and BC, Jillian will be a tremendous leader for our Vancouver Labor and Employment Practice Group.

Claude Marchessault is a seasoned pensions and benefits lawyer with extensive experience in all aspects of pension and employee benefit administration, governance, communication, investment and funding issues. He advises local, national and international employers in the public and private sectors about pension, benefits and compensation issues, and guides them in their dealings with unions, regulators, consultants and other industry professionals. In addition to his practice, Claude is a dedicated teacher, having been on the faculty of Humber College's Centre for Employee Benefits for almost 20 years—teaching lawyers, accountants, regulators and other pension professionals the foundations of pension legislation, plan design, plan administration and pension plan governance. Called to the Bar in Ontario and British Columbia, Claude will be a tremendous asset to our National Pensions Practice Group.

Dentons boosts Belgian law practice

Brussels—Dentons is pleased to announce that Yolande Meyvis has joined the Firm to boost its Belgian law practice. Yolande's expertise includes: negotiating, drafting and implementing M&A transactions, joint ventures and disposals; insolvency, competition and merger control; corporate management, structuring, drafting and implementing security packages; regulatory advice on banking and investment services; commercial law; contracts including agency, distribution, and leasing; unfair trade practices; broadcasting, sponsorships and all employment matters. She has extensive litigation and arbitration experience as lead counsel from case inception through trial, including for shareholders' disputes and high-end finance transactions.

Dentons Employment and Labor Seminar Series: Managing employment challenges internationally

June 30, 2015
4:00–8:30 p.m.
Dentons UKMEA LLP
One Fleet Place London
London
EC4M 7WS
United Kingdom

Dentons' Global Employment Group would like to invite you to our global seminar on Tuesday, June 30, 2015 hosted by our London office. Our international panel, moderated by Michael Bronstein (Partner, London) and Brian Cousin (Partner, New York), will cover employment law issues across a range of jurisdictions.

Our global panel will discuss:

Global employment law—traps for the unwary entering new markets

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Highlighting key issues for employers covering:

- US by Sandy McCandless;
- Canada by Lindsay Mullen;
- France by Katell Deniel-Allioux;
- Germany by Isabelle Moog;
- Poland by Aleksandra Minkowicz-Flanek; and
- with a particular focus on China by Anderson Zhang (大成)

Whistleblowing in the global workplace—policy and practice for employers

Examining common themes and best practices internationally:

- UK by Ryan Carthew;
- US by Neil Capobianco;
- Canada by Jillian Frank;
- France by Katell Deniel-Allioux; and
- Poland by Aleksandra Minkowicz-Flanek.

The panel discussion will be followed by a cocktail reception.

For those unable to attend, we will be streaming a live webinar to clients and contacts in all jurisdictions.

Event Schedule

- 4:00–4:30 p.m. — Registration
- 4:30–6:00 p.m. — Panel: Global employment law—traps for the unwary entering new markets
- 6:00–6:15 p.m. — Networking break
- 6:15–7:30 p.m. — Panel: Whistleblowing in the global workplace—policy and practice for employers
- 7:30–8:30 p.m. — Cocktail reception

This seminar carries 2.5 CPD points.

For further information, contact Natasha Kraus (natasha.kraus@dentons.com).

United States

Income tax consequences of US visas

By Matthew Schulz (Partner, Silicon Valley) and **Andrea Sharetta** (Partner, New York)

Newcomers to the United States on temporary visas may be unpleasantly surprised at the income tax consequences. A little advance planning with tax and immigration professionals can go a long way towards mitigating income taxes due.

Many countries imposes taxes on income earned in that country (i.e., a territorial tax system). The US often imposes taxes on income earned in the US and outside of the US (i.e., a worldwide tax system). US residents and nonresident aliens are taxed differently. The definition of resident/nonresident is different for US income tax than for US immigration purposes.

The result is that even foreign nationals temporarily present in the US can find themselves paying US income tax on income received abroad, such as proceeds from the sale or rental of a former home after relocation to the US or the sale of stocks, bonds or other assets acquired before the US assignment began.

For US immigration purposes, lawful permanent residents are issued alien registration cards, commonly known as "green cards." US immigration law more broadly defines an immigrant as any alien in the US, except if legally admitted under specific nonimmigrant visa categories. Thus, even an alien unlawfully present in the US falls within the statutory definition of an immigrant or resident under US immigration law.

US income tax law is even more generous in bestowing resident status. Why? Because the US taxes residents on income earned worldwide and not just on income earned in the US. Resident aliens generally must follow the same tax laws as US citizens and report their worldwide income from all sources, regardless of whether earned in the US or outside the US. This can have expensive income tax consequences, especially for individuals with substantial income earned from sources outside the US in countries that impose little or no tax on such income.

Who is a resident for income tax purposes?

The IRS generally considers an alien to be a US resident for income tax purposes if either of the following two tests are met for the calendar year:

- The green card test confers tax resident status on an individual who is a lawful permanent resident of the US at any time during the calendar year, and that status is not rescinded or determined to have been abandoned.
- The substantial presence test confers tax resident status on an individual who is physically present in the US on at least:
  - 31 days during the current year; and
  - 183 days during the three year period that includes the current year and the two prior years, counted as follows:
    - All of the days in the US in the current year;
    - 1/3 of the days in the US in the year before the current year; and
    - 1/6 of the days in the US in the second year before the current year.

In general, any day in which even a fraction of time is spent in the US is counted as an entire day in the US. That said, certain days are not counted, including:

- Days the individual commutes to work in the US from a residence in Canada or Mexico if they regularly commute from Canada or Mexico more than 75 percent of the **> Read more on page 7**

workdays during the working period in the current year.

- Days the individual is in the US for less than 24 hours in transit between two places outside the US.
- Days the individual is in the US for less than 24 hours in transit between two places outside the US.
- Days the individual is temporarily present in the US as a crew member of a foreign vessel engaged in transportation between the United States and a foreign country or a US possession, unless engaged in any trade or business in the US on those days.
- Days the individual intended to leave, but could not leave the US because of a medical condition or medical problem that arose while in the US.
- Days in the US as an exempt individual.

"Exempt individual" refers to the US immigration status held on the days in the US. Although in fact physically in the US, the days will not be counted if the individual holds:

- A or G visa status as a foreign government-related individual. The individual's spouse and unmarried children (under the age of 21) are also exempt if their status is derived from the individual's visa classification. Days spent as household staff of a foreign government-related individual present in the United States under an A-3 or G-5 visa are counted as days in the US;
- J or Q visa status as an exchange visitor for the purposes of being a teacher or trainee, so long as in substantial compliance with the requirements of the visa;
- F, J, M or Q visa status as a student, so long as in substantial compliance with the requirements of the visa; or
- A professional athlete temporarily present to compete in a charitable sports event.

Impact of income tax treaties between the US and other countries

Treaties between the US and certain other countries sometimes allow US tax residents to be taxed at a reduced rate or be exempt from US income taxes on certain types of income. The US has such treaties with many, but certainly not all, countries. IRS Publication 901 lists the countries that have income tax treaties with the US and the applicable tax rates and exemptions.

The impact of the income tax treaty between Canada and the US, for example, generally is based on the individual's tax resident status. A person who is a US tax resident and has income from sources in Canada will often pay less income tax to Canada on that income. Other special provisions under the US–Canada income tax treaty include provisions that Canadian source interest income received by US tax residents may be exempt from Canadian withholding tax, and Canadian source dividends received by US tax residents are generally subject to no more than a 15 percent Canadian withholding tax.

Also, gains from the sale of personal property by a US tax resident having no permanent establishment in Canada are exempt from Canadian income tax, but gains realized by US tax residents on Canadian real property and on personal property belonging to a permanent establishment in Canada are subject to Canadian income tax.

Treaty provisions vary country by country. The income tax treaty between the US and China includes an exemption from US tax for scholarship income (plus up to US$5,000 of wages per year) received by a Chinese student temporarily present in the US. Although under US tax law, a student visa holder may become a resident alien for US tax purposes if the temporary stay in the US exceeds five calendar years, the US–China income tax treaty allows this exemption from US tax to continue even after the Chinese student becomes a US tax resident. **> Read more on page 8**

It is important to note that many of the states in the US have state income tax. Some state income tax laws recognize US federal tax treaties, but some do not, including Alabama, Arkansas, California, Connecticut, Hawaii, Kansas, Kentucky, Maryland, Mississippi, Montana, New Jersey, North Dakota, and Pennsylvania.

Breaking the tie to determine tax residence

Many US tax treaties also contain tie-breaker rules for determining the tax residence of an individual who is otherwise treated as a tax resident of both the US and a treaty partner under each country's internal laws (i.e., a dual-resident taxpayer). Generally, under these rules, an individual with a permanent home available in only one of the two treaty countries will be deemed resident in that country. If the alien has a permanent home available in both countries or neither country, a series of other factors are considered (e.g., center of vital interests, habitual place of abode and nationality). Generally, if no factor breaks the tie, residence is determined by mutual agreement.

Thus, depending on the applicable tax treaty, it is possible that a green card holder who has a home and center of vital interests in a foreign country may be treated as a nonresident alien of the US. The risk of claiming this tax treaty benefit is that it could compromise an individual's future US immigration status (i.e., it may affect a green card holder's ability to continue to qualify for the green card).

Besides tax treaties, even individuals who fall under the substantial presence test may still claim nonresident tax status if they are present in the US for less than 183 days in the current year, maintain a tax home in the foreign country during the year and can show a closer connection to a foreign country.

The "closer connection" test requires showing that the individual has more significant ties to a foreign country than the US. The IRS considers the following factors:

- The country of residence designated on forms and documents;
- The types of official forms and documents you file, such as Form W-9, Request for Taxpayer Identification Number and Certification, W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, or W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States.
- The location of the individual's:
  - permanent home;
  - family;
  - personal belongings (e.g., cars, furniture, clothing and jewelry);
  - current social, political, cultural or religious affiliations;
  - business activities (other than those that constitute your tax home);
  - driver's license;
  - voting jurisdiction; and
  - charitable organization contributions.

The closer connection test will not apply if the individual has applied or taken steps during the year to change status to a lawful permanent resident, including a pending application for adjustment of status to lawful permanent resident.

In addition, there are other US immigration activities that the IRS will consider as indications of intent to change status to a US resident. These include the filing of an immigrant visa petition or alien employment certification application.

Note that for US gift and estate tax purposes, resident status is based on a different concept—domicile, which should also be considered when making plans before relocation.

Questions remain following US Supreme Court "headscarf" ruling

By Jim McNeill (Partner, San Diego), **Lino Lipinsky** (Partner, Denver), **Dan Beale** (Partner, Atlanta), **Tami Penner** (Counsel, San Diego), **Peter Stockburger** (Associate, San Diego), (MLA)

The Supreme Court's recent "headscarf" decision (*EEOC v. Abercrombie & Fitch*, 2015 WL 2464053, 575 U.S. __ (June 1, 2015)) has received extensive attention in the media and across the Internet. The basic holding of the case is now well known and is fairly easily stated: employers are liable under Title VII for failing to provide job applicants or employees with a religious accommodation, even if the need for such accommodation is not made clear, so long as the employer acts with the motive of avoiding religious accommodation, whether said motive is substantiated or not. 2015 WL 2464053, at *5.

But this case leaves some key unanswered questions for employers seeking to navigate compliance with Title VII. For example, what happens when an employer does not know that a particular practice is religious? The Court did not resolve this question. Instead, Justice Scalia, writing for the 8-1 majority, recognized it would be "arguable" that the motive requirement would not be met unless the employer "knows" or "at least suspects that the practice in question is a religious practice," but declined to resolve the "unargued point by way of dictum" because the retailer in question "knew – or at least suspected – that the scarf was worn for religious reasons." Id. at *6 n.3.

This open question was laid bare in Justice Alito's concurring opinion, where he argued for a more clear standard: "an employer [should not] be held liable for taking an adverse action because of an employee's religious practice unless the employer knows that the employee engages in the practice for a religious reason." Id. at *3 (Alito, J., concurring) (emphasis added). Otherwise, as Justice Alito observed, an employer could be held liable even if it has no reason to know or suspect that the particular practice is religious. According to Justice Alito, "[t]hat would be very strange[:]"

In this case, the...employee who interviewed [the applicant] had seen [the applicant] wearing scarves on other occasions, and for reasons that the record does not make clear, came to the (correct) conclusion that she is a Muslim. But suppose that the interviewer in this case had never seen [the applicant before]. Suppose that the interviewer thought [the applicant] was wearing the scarf for a secular reason. Suppose that nothing else about [the applicant] made the interviewer even suspect that she was a Muslim or that she was wearing the scarf for a religious reason. If "[Title VII] does not impose a knowledge requirement," [the retailer] would still be liable. The EEOC, which sued on [the applicant's] behalf, does not adopt that interpretation (citation), and it is surely wrong." Id.

The Court's new Title VII standard will create confusion in the lower courts. Take, for example, the case *Xodus v. Wackenhut Corp.* 619 F.3d 683 (7th Cir. 2010), where an applicant for employment was told his dreadlocks violated the company dress code, even though he advised the interviewer that cutting his hair would be "against his beliefs." When not hired, he sued for religious discrimination under Title VII. The case was dismissed because the applicant never mentioned the word "religion" and the interviewer was not familiar with the Rastafarian

religion or its beliefs. Id. at 686-87. The Supreme Court's recent decision calls the Xodus outcome into question: (1) the dismissal would not have been proper based solely on the applicant's failure to specify his religious beliefs; but (2) the employer had no knowledge, suspicion or otherwise, that the particular practice of wearing dreadlocks was religious in nature. What result?

Notwithstanding these difficult legal questions, employers should consider some important takeaways:

- Communication is key. Although employers should be wary of the temptation to explicitly ask job applicants whether some requested accommodation (such as

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weekend scheduling) is based on a religious belief or practice, employers should make company policies and essential job requirements clear when they suspect a conflict may come into play. Alerting the employee about those policies and asking them if they can work within those confines gives the employee the opportunity to bring up the issue without a direct inquiry.

- Employers cannot ignore or make adverse employment decisions based on either express accommodation requests or assumptions about unexpressed religious practices. For example, refusing to hire an employee who appears to be Muslim so as to avoid providing scheduling accommodations would violate Title VII.
- Not every accommodation an employee may want must be provided. An employee's personal preferences are not protected, and cultural or political beliefs are not "religious beliefs" under Title VII. That said, the word "religion" has been defined broadly by the EEOC to include "moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views." Employers should tread carefully and avoid making assumptions.

Canada

When is enough, enough? Managing difficult employees in the human rights context

By Barbara B. Johnston, Q.C (Partner, Calgary)**, Chelsea Ritchie** (Associate, Calgary)

Not surprisingly, employers seek to hire individuals who will perform the duties of their job diligently, honestly and faithfully. Unfortunately, instances can occur where employers find themselves facing an unmotivated and/or disinterested worker who accumulates disparate and unrelated absences under the pretense of a disability. When it comes to such "difficult employees", managing the employment relationship can prove challenging for employers.

In the recent decision of *Saunders v. Syncrude Canada Ltd.*,[1] the Alberta Court of Queen's Bench provided clarity on some of the issues that affect employers trying to manage the employment relationship in the face of unsubstantiated and unrelated absences that the employee claims result from a disability. In Saunders,

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[1] *Saunders v. Syncrude Canada Ltd.*, 2015 ABQB 237, 2015 CarswellAlta 627, rev'g 2013 AHRC 11.

the Court overturned a decision of the Alberta Human Rights Tribunal (the "Tribunal"), confirming the necessary threshold to establish a disability in the employment context and the level of proof required of a complainant to provide objective medical evidence of a "disability".

In Saunders, the complainant was a newly hired process operator. Almost immediately upon commencing employment, the complainant demonstrated excessive pattern absenteeism and a failure to adhere to the employer's policies and procedures. Not only did the complainant's absences consistently fall immediately before or after scheduled days off, but they were largely unsubstantiated. Importantly, on one occasion the complainant requested and was denied time off to attend a music festival. He then called in sick for the exact same days he had been denied time off. The complainant only provided vague medical information to support his absences.

Attendance management procedures had been reviewed with the complainant in his orientation. In a further attempt to manage the employment relationship, the employer discussed the excessive absenteeism with the complainant, but the issues persisted to the point where they negatively impacted the complainant's progress as a process operator. In line with its policies, the employer sent the complainant to health and wellness for an assessment and the complainant was placed on medical tracking. The complainant claimed to have migraines, though he made no requests for accommodation and there was no indication he was unable work. When the pattern absenteeism persisted, the complainant was warned that corrective action would be taken if his attendance did not improve. The complainant then injured and reinjured his hand and was absent from work for approximately five months. The employer ultimately determined the complainant was not progressing in his position and was dismissed for his excessive and patterned absenteeism. At the time of his dismissal, the complainant had been employed by the employer for less than one year.

The complainant brought a human rights complaint alleging discrimination on the basis of physical disability. The employer argued there was no objective evidence of a disability. Throughout the proceeding, the employer requested that an adverse inference be drawn against the complainant for his failure to call his doctor or any attending physician to establish a disability. The employer also challenged the complainant's credibility on the basis of his contradictory and inconsistent testimony, arguing that this impacted the complainant's ability to demonstrate a case of prima facie discrimination. In the alternative, the employer argued that if there was a disability, it had met its duty to accommodate the complainant to point of undue hardship. The employer further argued the complainant failed to facilitate his own accommodation.

The Tribunal found that the complainant suffered from migraines and a broken hand and that he was dismissed on the basis of a physical disability. It further found that there was a case of prima facie discrimination and that the complainant's credibility did not impact his ability to establish discrimination. Importantly, the Tribunal refused to draw an adverse inference against the complainant, stating that the employer could have called the complainant's doctor if it wished to do so. Having found the complainant established a case of prima facie discrimination, the Tribunal concluded that the employer did not accommodate the complainant to the point of undue hardship.

On appeal, the Alberta Court of Queen's Bench applied a standard of reasonableness and found that the Tribunal committed a number of reviewable errors. Firstly, the Tribunal erred when it failed to adequately assess the complainant's credibility. The Court agreed with the employer that the complainant's oral testimony was vague, contradictory and unsupported by the documentary evidence before the Tribunal. The Court held that it was unreasonable for the Tribunal not to consider the complainant's credibility when it found a case of prima facie discrimination had been established.

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Secondly, the Court held that the Tribunal erred in finding the complainant's condition entailed the necessary severity and permanence to constitute a disability. The Court agreed with the employer that the complainant's condition did not meet the "disability threshold" and that a "disparate, unrelated and temporary episode of injury" is not a disability under the Alberta Human Rights Act.

The Court further determined the Tribunal erred when it neglected to draw an adverse inference against the complainant for not calling his doctor or any attending physician to give evidence of his alleged disability. In this regard, the Court found that the Tribunal inappropriately shifted the onus to demonstrate a disability from the complainant to the employer when it required the employer to call the complainant's doctor, finding that he was not equally available to both parties as the Tribunal had found. Further, the Court also found that the Tribunal breached the duty of fairness when it accepted medical notes from the complainant's doctor without giving the employer the opportunity to cross-examine the author. Lastly, the Court found there was no perceived disability and that had there been a finding of disability, perceived or otherwise, it would have been impossible for the employer to further accommodate the complainant without undue hardship given the evidence of his patterned absenteeism. The Court declined to remit the matter to another Tribunal, noting "the futility of remitting the matter back to another Tribunal to arrive at the only reasonable result".

The decision in Saunders has broad application for employers struggling to manage "difficult employees" who accumulate a number of disparate and unrelated absences under the guise of a disability. The Alberta Court of Queen's Bench has determined that employers need not accommodate employees whose persistent absences are not supported by medical evidence. While employers remain under onerous obligations regarding the duty of accommodation, Saunders has provided clarity on what is expected of employers in the context of the "difficult employee" and the threshold an employee must meet to establish a disability. The Court not only confirmed that, when it comes to an alleged disability, the onus of proof lies with the complainant, but it found that a disparate and temporary condition does not meet the threshold for protection under human rights legislation.

United Kingdom

UK financial institutions: Whistling while they work?

By Anna Graham (Senior Associate, London) and **Nicola Simmons** (Trainee, London)

Financial service companies in the UK may soon face the prospect of remodelling their whistleblowing procedures and nominating whistleblowing champions.

The Public Interest Disclosure Act 1998 (PIDA) currently protects employees from suffering a detriment, or being dismissed, as a result of blowing the whistle in certain circumstances. Employees may receive compensation if they bring a successful claim in the Employment Tribunal in respect of such treatment. However, there is not currently any legal or regulatory duty on employers to have whistleblowing arrangements in place. The Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA)—the bodies charged with financial regulation in the UK—have published a joint consultation paper about formalising whistleblowing procedures in UK banks, building societies, credit unions with over £25 million of assets, PRA investment firms and insurers. This is anticipated to be approximately 1,500 firms in total.

The proposed measures include:

- Introducing written internal whistleblowing arrangements and informing employees of this;
- Informing employees that they can blow the whistle to the FCA or PRA directly;
- Offering protection to all whistleblowers whatever their relationship to the organisation and whatever the topic of their disclosure, even if they do not qualify for protection under PIDA;
- Including provisions in new employment contracts and settlement agreements assuring employees that nothing in the contract or agreement prevents them from making a protected disclosure under PIDA; and
- Appointing a "whistleblowers' champion" (who should be a non-executive director and senior manager) to oversee the effectiveness of internal whistleblowing

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arrangements, prepare an annual report to the board and report any Tribunal findings in favor of a whistleblower to the FCA.

The PRA and FCA aim to encourage employees to blow the whistle where they suspect wrongdoing, and to encourage employers to protect whistleblowers and escalate their concerns when appropriate. They do not however propose to place a regulatory duty on employees to make whistleblowing disclosures.

The proposals endorse whistleblowing procedures on a much larger scale than the existing PIDA framework, suggesting protection for more categories of individuals, regardless of the nature of their concern.

Although the proposals are at consultation stage only, it appears likely that they will be implemented. The deadline for responses was May 22, 2015, and the FCA intends to consult on whether to apply similar mechanisms to other regulated firms (including smaller credit unions) at a later date. The FCA and PRA may also consult on applying any new requirements to UK branches of overseas banks.

Comment

Some firms will already comply with these proposals, but for many, these proposals would require substantial changes, and almost all firms would need to make some changes to comply. According to the FCA and PRA, the initial costs for the largest firms (10,000+ staff) are expected to be up to £280,000 per annum, plus a one-off set up cost of £70,000.

Due to the requirement for a whistleblowers' champion (at the non-executive director level) with a duty to report to the board, and a duty to report to the FCA in respect of litigation, if these proposals are implemented, whistleblowing is likely to become a board level issue for all covered employers.

Europe

Fixed term contracts in Poland—material changes in law coming soon

By Magda Słomska (Associate, Warsaw)

A major change in Polish labor law is imminent. In essence, Parliament is seeking to eliminate some differences in protection enjoyed by employees on indefinite term contracts and those working on fixed term contracts.

The impetus to create the new law arose after the European Commission pursued a legal action against Poland for failing to comply properly with its obligations under EU law—namely due to the inconsistencies of the Polish Labour Code with the provisions of Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by the European Trade Union Conference (ETUC), Union of Industrial and Employers' Confederations of Europe (UNICE) and the

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European Centre of Employers and Enterprises providing Public Services (CEEP). Another important factor was the jurisprudence of the European Court of Justice (ECJ) and, in particular, the ruling of March 13, 2014 in the case Nierodzik (the question of the District Court in Białystok), C-38/13, in which the ECJ stated that the rules of the Polish Labour Code concerning termination of fixed-term employment contracts are as a rule discrepant with Directive 1999/70/EC. The amendment is supposed to take effect at the beginning of 2016.

Currently, employers in Poland prefer fixed term to indefinite term contracts. According to statistics, more than 25 percent of the Polish workforce worked on this basis in 2014. The attractiveness of fixed term contracts lies in the lack of direct regulation concerning permitted length, the short statutory termination notice period—only two weeks—and the ability to terminate without cause.

This has led to abuses where employees are engaged on fixed term employment contracts lasting up to 10 years with termination notice of only two weeks. In contrast, an employee on an indefinite term contract has a three-month notice period after three years of employment and termination must be amply justified, failing which, the employee may take the employer to court for reinstatement or compensation.

Currently the Labour Code provides for the "third contract rule", where a third consecutive fixed term employment contract with the same employer automatically transforms into an indefinite term contract. Since there is no time limit for a fixed term contract, some employees wait years before any third contract materializes.

Under new rules an employer will be able to keep staff on fixed term employment contracts for a maximum period of 33 months, during which time it can sign up to three fixed term contracts. A fourth fixed term contract, or overstepping the 33 month mark, will be treated as permanent employment under an indefinite term employment contract.

Notably, notice periods applicable to the fixed term contracts will be longer and will depend on the length of service at the given employer. Employees will therefore enjoy the same notice periods, irrespective of whether they are on fixed term or indefinite term contracts.

Under the new law the notice periods will be:

- Two weeks—for employment lasting less than six months.
- One month—for employment lasting six-36 months.
- Three months—for employment lasting over 36 months.

Provisions on trial period contracts will be tightened up. New provisions of the labor code explicitly define the aim of employment under this type of contract by indicating that it serves to check the skills and qualifications of the employee and the possibility of employment for a specific type of work. As a rule, the employer will be able to engage an employee for a trial period only once.

The amendment also resolves a controversy by regulating the employer's right to release a dismissed employee from the obligation to perform work, irrespective of its character, during all or part of the notice period.

This draft legislation is scheduled to take effect in January 2016 and, importantly, it will generally apply to most fixed term employment contracts that will be in force at that time in Poland.

Africa and the Middle East

Employing foreign workers in Israel

By Richard I. Scharlat (Partner, New York*)

Immigration for non-citizens into Israel is governed by the Entry into Israel Law (1952). Since the 1990's, hundreds of thousands of immigrant workers have come to Israel to be employed in various capacities as temporary workers. The regulation of employment of such workers is governed by the Foreign Workers Law (1991) (FWL) and Israeli employers in certain industries can employ these migrant, or "foreign," workers as part of their workforce. Under the FWL, a "foreign worker" is defined as a worker who is not an Israeli citizen or a resident of Israel. (FWL sec.1). According to the FWL, the Minister of the Interior may grant entry into Israel (by visa and visitor's residence permit) to a Foreign Worker who "is about to be admitted for work as a worker." Temporary residence for a Foreign Worker is initially capped at three months. The Minister of Interior has the power to extend such a visa for up to five years, provided that the visa is first extended for no more than two years, and then in one-year increments thereafter.

Permits for employment of Foreign Workers can be issued for the following industries: (1) construction; (2) agriculture; (3) nursing care; (4) hotel work; (5) ethnic cooking; and (6) welding and industrial professions. Restrictions can be imposed on such permits by the Minister of Labor and the Minister of Industry—limiting the kind of labor allowed; setting compensation restrictions; and establishing requirements for an employer to track and register the worker's attendance record.

Foreign Workers in Israel are entitled to working conditions on par with citizen employees, which include private health insurance and housing (for migrant workers, provided by the employer). Foreign Workers are also entitled to a weekly rest period of 36 hours (typically over a weekend), and 14-21 days of paid vacation yearly. Following three months of working for one employer, a worker is also entitled to nine paid religious holidays—as set by the Jewish calendar or the employee's own religion, according to the employee's preference. Employers in Israel must provide most Foreign Workers with monthly wage slips and a copy of their employment contract, in a language the employee understands, which contains: the employee's name and name of the employer; a job description; the term of the employment period; compensation, pay dates and applicable deductions; working hours and rest days; paid vacations, holidays and sick days; and information on housing and health insurance.

Foreign Workers in Israel cannot be paid lower than the prevailing minimum wage. In a five-day work week, employers must pay overtime to Foreign Workers after nine hours in a day, and in a six-day workweek after eight hours in a day. Live-in caregivers are not entitled to overtime pay, but their minimum wage is substantially higher than the norm to compensate. An employer that seeks a worker visa for an employee must include with the application a medical certificate from a home country medical institution recognized by the Israeli Minister of Health confirming that the worker is not a carrier of certain communicable diseases, and that the examination was done with the employee's consent and the consent of the employee's home country's health authorities.

Employers in certain industries will be faced with requirements specific to that industry. In connection with nursing care, both employers and employees must register the worker as a caregiving employee in Israel. Although typically recruiting firms cannot be used to recruit Foreign Workers for employment in Israel, certain "nursing companies" can be a conduit to finding nursing caregivers. Although these companies may be responsible for payment of some of the caregiver's wages, the "employer" for the purposes of Israeli law remains the person requiring their nursing care. Some workers may be required to pay a recruitment fee to agencies both in Israel and their native country as well. Notably, private employers in the caregiving field need not provide Foreign Workers with monthly wage slips. **> Read more on page 16**

*Richard Scharlat is not admitted to practice in Israel.

Additionally, work schedules in the caregiving industry may vary from typical break period practice. Unlike employers of nursing caregivers, employers of Foreign Workers in the construction and agriculture arenas will be faced with national quotas on worker visas. Notably, a worker visa is issued only for a specific trade—employment under such a visa in another field is a violation of the terms of the visa.

With more than half a million Foreign Workers from various countries currently employed in Israel, Israeli employers are well served to stay abreast of the laws and regulations concerning Foreign Workers to protect their business interests and maintain the integrity and legality of their workforce.

With more than half a million Foreign Workers from various countries currently employed in Israel, Israeli employers are well served to stay abreast of the laws and regulations concerning Foreign Workers to protect their business interests and maintain the integrity and legality of their workforce.

The recruitment of non-resident foreign workers in Angola

By Marco Correia Gadanha (Associate, Lisbon) (MC&A in association with Dentons)

Legal perspective

The Angolan legal system allows any foreign citizen to perform a professional activity in Angola, without prejudice of international law.

However, as we will explain below, the foreign employment legislation is subject to an "Angolanization" policy.

The use of non-resident foreign work force in Angola is governed by Decree-Law no. 5/95 of April 7 and Decree-Law no. 6/01 of January 19.

Law no. 2/00 of February 11, known as the General Labour Law[1], is the standard basis for all the labor relationships in Angola. This also governs employment agreements for non-resident individuals in every aspect which is not covered either by a special law or by bilateral agreements.

Law no. 2/07 of August 31, which governs the legal situation of foreign citizens in the Angolan Republic should also be taken into account. This law was implemented by the Presidential Decree no. 108/11 of May 25.

Concerning the employment of foreign citizens, there are specific rules for both private investment and the oil sector in Angola. Therefore, the provisions of Law no. 20/11 of May 20, the Administrative Decree no. 45/10 of May 10 and also of Decree-Law no. 17/09 of June 26 should be taken into account as well.

Employment of non-resident foreign workers

Angolan legislation considers a non-resident foreign employee any foreign citizen not residing in Angola and who has a professional qualification, either technical or scientific, who was employed in a foreign country to perform his professional activity for a determined period of time.

In fact, Angola is considered as being non-sufficient regarding workforce resources.

Please note that the hiring of non-resident foreigners should be made in equal conditions as those applicable to domestic employees, namely regarding working conditions and remuneration.

However, in general terms, companies, either domestic or foreign, are only allowed to employ a quota of 30 percent of non-resident foreign workforce.

To employ any non-resident foreign worker, the employee must meet the following main requirements to:

- be of age;
- have technical or scientific qualification, duly proved;
- have physical and mental ability;
- not have any criminal record

Besides other duties, such employees should assure that to

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[1] A new version of this Law has already been approved by the Angolan National Assembly. However, such is still pending publication in the Official Gazette and, thus, the same is not yet in force.

the Angolan employees, with whom they will cooperate, are able to gather from their activity the greatest possible knowledge and useful technical information to enable them to pass on that knowledge and information to other Angolan workers.

This type of agreement will have a minimum duration of three months and a maximum limit of 36 months, after which the non-resident foreign employee must return to his country of origin.

The employment agreement shall include, in addition to the obligations both parties have undertaken, the following information regarding the employee:

a. Full name and registered address;

b. Professional qualification;

c. Place of work;

d. Weekly timetable;

e. Salary amount and payment method;

f. Commitment to return to the country of origin after termination of the agreement;

g. Date and commencement of the services to be performed;

h. Place and date of signature of the agreement;

i. Signature of both contracting parties.

On the date of the signature of the agreement, the non-resident foreign worker shall sign a sworn statement through which he undertakes to respect and ensure the respect for the laws of the Angolan Republic.

The agreement shall be made in three ways and registered at the Employment Office in the company's premises, upon an employer's application stating the grounds for the recruitment, together with the following documentation:

a. Work visa; and

b. Staff plan distributed by occupational categories and citizenship.

The above mentioned application shall be registered at the respective Employment Office 30 days prior to the beginning of the employee's professional activity.

The non-resident foreign employees performing any

activity in Angola shall pay taxes in accordance with the provisions established for tax contributions; in particular, any worker shall pay income tax.

Any political activity within the Angolan territory is forbidden to foreign workers.

Work visa

Any work visa is granted either by the Angolan Diplomatic Missions or Consulates and is necessary to allow the entry of any work visa holder in the Angolan territory, with the purpose to perform a professional activity in such territory.

The work visa shall be used by the respective holder within the 60 days following its granting. It will have a minimum validity of three months and a maximum validity of 36 months, according to the agreement duration, and will grant the employee multiple entries in the country and a stay until the end of the contract.

Any employee who is a holder of a work visa is only allowed to perform his/her professional activity for the company that has applied for that work visa, in an exclusivity regime. In case any foreign citizen performs any work activity in Angola without the necessary authorization (which is granted to him/her by a work visa), both the employee and the company will be obligated to pay penalties and, as for the employee, he/she may be expelled from the country.

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The private investment and the oil sector

The Private Investment Law and the legal provisions foreseen specifically to the oil sector are subject to the so-called "Angolanization" referred above. However, in the scope of both sectors, and in practical terms, the "situation" regarding the employment of non-resident workers is frequently remedied.

In fact, the law establishes that Angolan companies should adopt an Angolanization policy, i.e., the companies should gradually substitute foreign employees with the national work force. This implies a constant and gradual training of the national work force so that foreign employees may be replaced.

Furthermore, in relation to the Private Investment Law and the legal provisions for the oil sector, the employment of Angolan workers for management functions and leading positions is considered as a priority. This is why foreign employees in those functions are being progressively replaced by Angolan workers.

Please note that, in the oil sector, the employment of foreign personnel is subject to a previous authorization from the Ministry of Petroleum and the grounds for the employment of foreign workers instead of national workers must be justified.

Synthesis

It is possible to employ non-resident foreign individuals for a determined period of time. But we must take into account that, in Angola, there is a legal obligation towards the "Angolanization" of human resources.

Asia Pacific

Redundancy in China: Regulations and our practices

By Anderson Zhang (Partner, Shanghai) **(大成)**

Redundancy has not been defined in any law or regulation in China so far. However, Article 41 of *The Employment Contract Law of the People's Republic of China* provides the following sole and exhaustive four situations where employers can reduce their workforce due to "redundancy." According to Article 41, an employer may reduce its workforce as a result of "redundancy" only if it:

- Is in the process of reorganization in accordance with the bankruptcy law;
- Encounters serious problems in terms of production and operation;
- Switches to other lines of production, introduces a material innovation of technique or adjusts its operation, and after amendment to the employment contracts, still needs to reduce its workforce; or
- Has any other major change to its objective economic circumstance that the employment contracts rely on when concluded, causing the continuing performance of the employment contracts to be unfeasible.

However, the procedure required by law focuses on the involvement of employees. A reduction of workforce amounting to 20 employees, or less than 20 but accounting for more than 10 percent of the total workforce,

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triggers the procedure. The employer shall explain the situation to all of its employees or the labor union 30 days in advance, solicit their opinions and file the application of redundancy with local employment authorities. As one of the most important clauses in The Employment Contract Law of the People's Republic of China, Article 41 is stated in only 340 Chinese words.

Redundancy is done by an employer for the purpose of improving efficiency and, theoretically, less efficient or less skilled employees might be reduced. However, the following employees should be retained in priority:

- The employee who has a long and fixed-term employment contract with the employer;
- The employee who has an open-ended employment contract with the employer; and
- The employee who is the sole workforce in his/her family and has an elder or minor depending on his/her support.

Meanwhile, the law also protects the following employees from redundancy and they shall be excluded from the list of exit:

- The employee engaged in operations exposed to an occupational disease hazard who has not taken an occupational health check before leaving, or the employee suspected of an occupational disease who is in the period of diagnosis or medical observation;
- The employee who loses or partially loses the ability to work due to occupational disease or work-related injury;
- The employee who is under the protection of the period of medical treatment for illness or injury not related to work;
- The female employee during the period of pregnancy, confinement or nursing;
- The employee who has worked for the employer for 15 consecutive years and is less than five years away from the retirement age; and
- The employee who is in any other circumstances so specified by laws and administrative regulations.

The compensation standard of redundancy is quite explicit, i.e. the years of service for the employer multiplied with the monthly salary before redundancy. If the employee's monthly salary is higher than three times local employees' average monthly salary, then three times average monthly salary will apply.

We are frequently asked whether a company shall also apply redundancy in case of liquidation. In fact, the employment issue regarding liquidation is more transparent than redundancy. The employer is entitled to end the employment contract and no statutory procedure is required, while the compensation standard is the same as the one applied to redundancy.

If you believe the above is simple and easy, then you will make bad decisions under such circumstances. In the past two years, several well-known multinational companies experienced a difficult time in this regard, including IBM, Microsoft and Cooper. We shall pay close attention to the following four issues at least:

1. The employment authority does not file your application on record. Without filing, redundancy could not be initiated.

We must be aware that filing in China works as approval does in the western world. The employment authority decides at its sole and independent discretion on whether to file it or not—while the criteria is not clear—although you may be able to prove that the company's situation satisfies the requirements as listed above. The employment authority in some cities has even refused to file any applications in the past several years.

2. The employees usually are not satisfied with the statutory compensation.

Even though the formula of economic compensation for redundancy or liquidation is set forth by law, most employees would demand more compensation without any legal grounds and contend the principles of fairness, rationality or transparency. **> Read more on page 20**

3. Labor unrest.

As noted above, most employees are not satisfied with the statutory compensation. They normally protest against the plan of redundancy and the standard of compensation, even besiege the management personnel, plug main roads or show banners in front of a camera and upload it to the internet.

4. The role of the labor union in the redundancy.

In most cases (if not all), the labor union always avoids facing the protest and only nods approval of the plan of redundancy. It is commonly believed that the labor union is under the control of the employer instead of employees themselves.

In order to handle the massive reduction of workforce properly, experienced employment lawyers are crucial to the project of redundancy, from the design of the plan, the standard of compensation, the form of the meeting with employees, to the talk sheet for negotiating with employees.

Not only is knowledge of employment law required, but psychology, government relationships, industry practice in the local market, the precedents of the company, the understanding of individual employees and other issues also affect the success of a reduction in force based on redundancy.

In the first quarter of 2015, our team completed three separate projects involving reductions in force based on redundancy and all three of the projects were closed within one day after the face-to-face negotiation began: In January, a life-tech company reduced 57 employees; in February, 118 employees were dismissed by an employer specializing in global marketing and branding; and in March, 74 employees left a company due to the sale of the business. All these three projects of redundancy were completed through mutual negotiation and no lawsuit has been launched so far.

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About Dentons Global Employment and Labor Practice

Dentons has more than 220 employment, immigration and benefits lawyers located in 50 locations spanning 28 countries who focus their efforts on employment and labor counseling and litigation, immigration issues and benefits matters. With our global presence and contacts, we are one of only a few law firms that can provide multinational businesses with a coordinated solution to all their employment and benefits needs throughout the world. Some examples:

Financial software and services company. A team from China, Hong Kong, Poland, Germany, Canada, France, Spain and the US provided global employment representation, including coordination of the opening of an office in China; various global employment matters involving Poland, Hong Kong, Korea, and Mexico; global non-compete project involving the US, China, Hong Kong, Canada, Spain, France and Russia; and corporate and corporate governance advice in Germany.

Major international manufacturer. A team from China, UAE, Germany and the US provided employment representation and coordination of global representation in employment and corporate matters, including in China, the United Arab Emirates, Germany and Hungary; advice regarding resolution of a highly sensitive and completely confidential US employment matter; and advice regarding other confidential employment matters, including FCPA issues.

Leading manufacturer of paper-related products. Our Spanish team took the lead on this multinational matter with potential impacts in Germany and worldwide, regarding the closing of a manufacturing plant in Spain affecting 75 out of 81 employees.

Major conglomerate. A team from the UAE, Oman, Qatar, Kuwait, Egypt, Saudi Arabia and Jordan provided advice on implementing a whistleblowing external reporting hotline and reporting system, for its staff employees in certain countries (UAE, Oman, Qatar, Kuwait, Egypt, Saudi Arabia, Bahrain and Jordan) to report any violations of the company's compliance policy through a third party company, who will provide anonymous reports to the client covering reported issues.

Major airline. UK lawyers working with our Paris office advised on employment implications of transferring contracts within the UK and to France, and dealing with the collective redundancy process for 20–100 employees and negotiating exit packages.

Pharmaceutical laboratory. French team led the cross-border restructuring and collective litigations before Administrative and Employment Courts for an Irish laboratory specialized in feminine health and skin care, in employment law matters with respect to its acquisition of the ethical pharmaceuticals unit of a US consumer product manufacturer and on the related cross-border restructuring in Europe.

Major railway system. German lawyers working with colleagues in France, the US, Canada, Dubai, Spain and Poland provided advice regarding the form of long-term incentive agreements for the higher corporate managers in twelve different countries, and other employment law related questions.

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Dentons is a global law firm driven to provide clients a competitive edge in an increasingly complex and interconnected world. A top 20 firm on the Acritas 2014 Global Elite Brand Index, Dentons is committed to challenging the status quo in delivering consistent and uncompromising quality in new and inventive ways. Dentons was formed by the combination of international law firm Salans LLP, Canadian law firm Fraser Milner Casgrain LLP (FMC) and international law firm SNR Denton.

In 2015, Dentons announced that it would be combining with Chinese firm 大成 and that Dentons US would merge with McKenna Long & Aldridge (MLA). When the merger and combination are effective, expected later this year, the new firm will be the largest law firm in the world and offer clients more than 6,600 lawyers and professionals in more than 125 locations spanning 50-plus countries across Africa, Asia Pacific, Canada, Central Asia, Europe, the Middle East, Russia, CIS and the Caucasus, the UK, and the US.

For more information, visit **dentons.com**.

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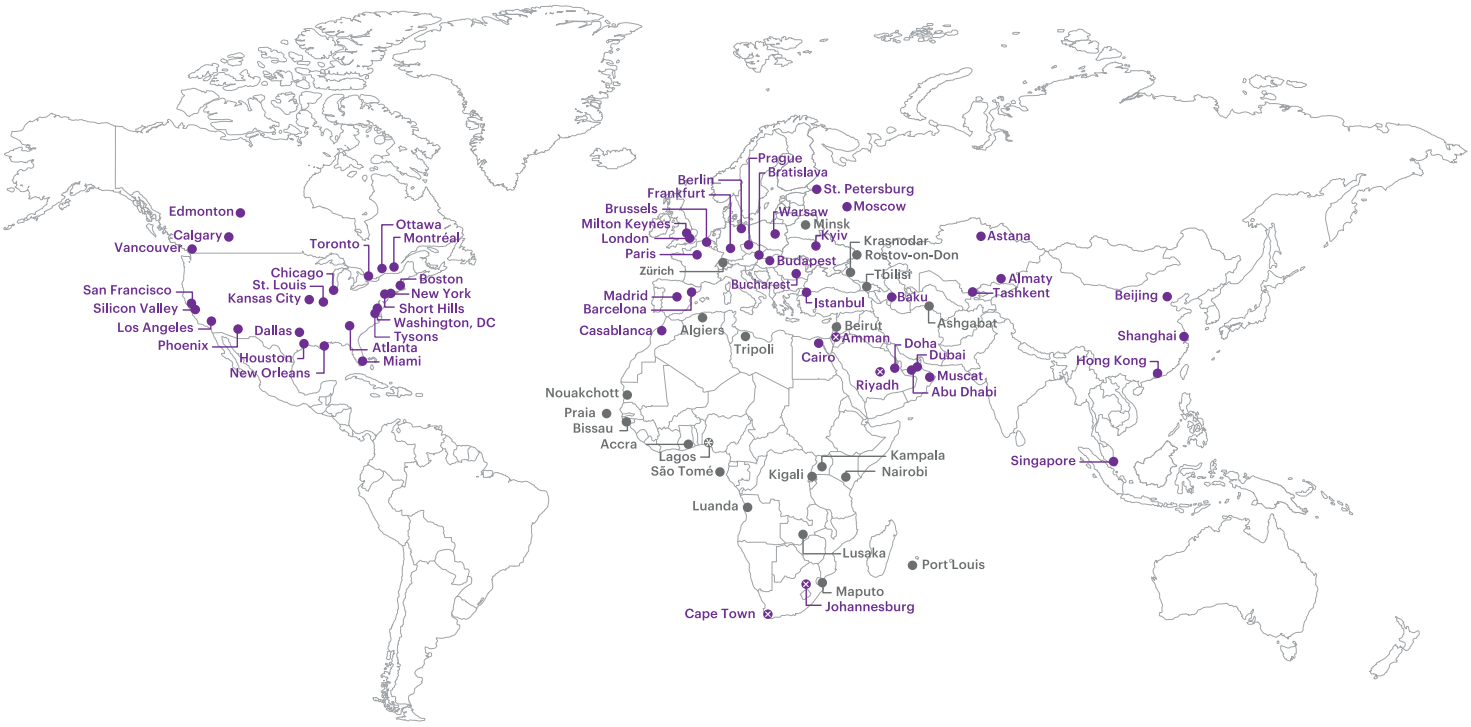

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