



## DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

Session 106

Selected Topics in Labor/Employment Law

Susan T. Travis

Corporate Counsel

Konica Headquarters North America, Inc.

### INTERNATIONAL LABOR & EMPLOYMENT

#### "A Few Practical Tips"

This article is to provide a forum for discussion and sharing of legal experiences. The opinions expressed in this article are those of the author only. Nothing contained herein shall be construed to be the opinion of Konica, its affiliates or subsidiaries, their officers, directors or employees. This article is not meant to be a comprehensive review of legal developments, laws or regulations and should not be relied upon for substantive legal advice or opinions. For specific issues and concerns, seek the advise of competent counsel in the appropriate jurisdiction.

All Rights Reserved @ 2000

---

*A special thanks to my daughter, Sarah Travis, for her help and assistance in the preparation of this article and her expertise searching the world wide web, identifying and evaluating useful sites and verifying their accessibility.*

#### TABLE OF CONTENTS

	<u>PAGE</u>
<b>I. INTRODUCTION</b>	<b>1</b>
<b>II. AN INTERNATIONAL PERSPECTIVE</b>	<b>2 — 4</b>

<b>III.</b>	<b>GLOBAL GOVERNANCE</b>	<b>5</b>
<b>IV.</b>	<b>MERGER, ACQUISITION AND OUTSOURCING</b>	<b>6 - 7</b>
<b>V.</b>	<b>SELECT COMPETENT COUNSEL</b>	<b>8</b>
<b>VI.</b>	<b>E-MAIL AND PRIVACY</b>	<b>9</b>
<b>VII.</b>	<b>CANADA</b>	<b>10-13</b>
<b>VIII.</b>	<b>UNITED KINGDOM AND EUROPEAN UNION</b>	<b>14-16</b>
<b>IX.</b>	<b>CONCLUSION</b>	<b>17</b>
<b>X.</b>	<b>Endnotes</b>	<b>18-19</b>
<b>XI.</b>	<b>Appendix A —</b>	<b>20-23</b>
	<b>Useful Starting Points and Internet Sites</b>	
	<b>Regarding International Employment/Labor Laws</b>	
	- Canadian Employment Law Sites	
	- General International Employment Law Sites	
	- European/British Employment Law Sites	
<b>XII.</b>	<b>Appendix B —</b>	<b>24</b>
	<b>Selected Bibliography</b>	

## INTRODUCTION

For companies, executives and attorneys dealing with international business transactions and operations, including e-commerce, this article offers some practical ideas, reference points and comparison to sensitize counsel to the challenges of international business deals, labor relations and employment issues. Labor and employment matters are dealt with differently country by country, and as we know from our U.S. experience, sometimes state by state. For the purposes of this program, we will restrict ourselves to country by country analysis and discussion without regard to state or local

municipal jurisdiction.

Many of the special skills developed for United States labor and employment matters such as those to prevent, manage and resolve issues that arise in the normal course of conducting our business, are applicable to the international environment. However, one should not assume the laws, practices or cultures in foreign jurisdictions are analogous to ours. Nor should one assume the jurisdictional boundaries applicable to employees based on temporary sites, expatriate status, or origination of retention are obvious. Research and a thorough analysis of each jurisdiction's laws are required.

#### AN INTERNATIONAL PERSPECTIVE

Labor relations, employment practices and employer liabilities in foreign countries may vary significantly from those we are familiar with in the United States. A U.S. company operating in foreign countries may not only continue to be required to meet U.S. standards, it may also have to modify its practices to meet foreign jurisdiction requirements. For employees moving from one country to another country, specialized practices may be required. Multinational operations and employee transfers may also require special policies and practices. The key is the attention to detail. Each jurisdiction may have a similar statutory requirement such as minimum wage or paid leave. The critical compliance questions are which jurisdiction's requirements will apply and what are the express requirements of the applicable statute.

The term "Labor Law" generally deals with collective bargaining, while "Employment Law" tends to deal with an individual's rights. However, this convention should be assessed in the context of the law or policy being reviewed to avoid a fatal communication error. For example, this distinction between collective bargaining "Labor Law" and individual rights or "Employment Law" does not exist in the European Union. European Union Labor Law covers all laws related to employment.

With every increasing multinational business operations and global transactions, many countries have sought commonality to open markets and promote trade. The proliferation of trade treaties and organizations such as the European Union ("EU"), World Trade Organization ("WTO"), North American Free Trade Agreement ("NAFTA") and others has helped implement the removal of trade barriers including labor relations and employment practice differences. Yet many remain. Identifying and complying with them are critical to U.S. business success in a global market place.

So, what to do when confronted with a job security issue in the United Kingdom or a discrimination claim in Canada, or an expatriate's benefits in the European Union. First, don't panic and don't just apply U.S. law even if it is a U.S. citizen working for a U.S. company in one of those locations. Discuss and resolve the issues on an informed basis with experts in the field and with attorneys in the other countries who are experts concerning their countries' labor and employment laws.

If you take one important tip away from these materials and this program, let it be this -- **Do Not simply apply your U.S. based knowledge to international or foreign based Labor and Employment issues.**

Among the factors that should alter your instinct to apply U.S. based knowledge and experience are:

- Foreign Law & Governments
- Culture differences
- Language barriers
- International and jurisdictional compliance organizations and bureaucrats
- Foreign privacy rules and regulations
- Treaty consideration
- Currency differences

Take, for instance, the widely recognized and fundamental U.S. principle of "employment at will". That principle is not generally recognized in other countries. Nearly all other industrialized countries have a legal presumption quite opposite from employment at will. In fact, the International Labor Organization (ILO) has a convention on the termination of employees. Contrary to the traditional U.S. "employment at will", the convention restricts an employer's ability to terminate employees. The ILO convention accurately reflects the labor laws of most of the world's countries especially

those within the European Union. <sup>1</sup>

Pursuant to the convention, employees must provide advance notice of discharge and the employee has the opportunity for a hearing before an impartial tribunal (unless discharge is for criminal misconduct). The employer has the burden of proof to justify the impending termination. Termination is prohibited on the basis of race, sex, ethnic origin, affiliation with organized labor, or protesting allegedly illegal conduct of a multinational employer. Conspicuously absent from these prohibitions is discharge on the basis of religion.

Many countries, especially members of the European Union, have statutorily mandated severance compensation for authorized terminations. These severance payments usually factor in length of service, seniority, and the circumstances of discharge in a statutory formula or are calculated by a labor panel, tribunal or court. This mandated approach is also not commonly found in the United States.

On the following pages are just a few highlights of some recent and significant differences between U.S. and Canadian, and U.S. and United Kingdom law and to some extent the impact of the European Commission on these differences. I also refer you to the ABA's effort in this field as well as numerous websites and internet links attached as Appendix "A". In my experience, those internet links are often the most useful tools and worthwhile references gained from this type of program.

### GLOBAL GOVERNANCE

An accelerated process of globalization has changed the structure of the international legal system. Traditionally, when thinking of the applicable law, the national law was what came to mind first. Yet, a form of global governance is evolving through alliances, treaties and multinational corporations to promote global commerce, expand human rights and control environmental damage. Now we have international, supra national, regional, local and municipal authorities interacting in global governance.

The U.S. is a signatory to thousands of international agreements. As a result, our clients are responsible for compliance with these agreements when applicable. For example, the United States is a party to the International Convention on the Elimination of All Forms of Racial Discrimination and the International Covenant on Civil and Political Rights. Once ratified in 1994 these treaties became the law of the land.

The key, however, is enforcement. Countries do not react favorably to the loss of control over what happens within their borders. Signing a treaty is just the beginning. A treaty that lacks any executive authority to enforce compliance is ineffective. The impact of the treaty is thereby negated. Therefore you see the proliferation of European Commission directives and often extended delays in national initiative to implement those directive. But progress is being made ever more rapidly as e-commerce, telecommunications and other global enterprises cross national boundaries. Compliance, while largely voluntary, is encouraged by public opinion, economic considerations and to a lesser extent, monitoring and reporting by international organizations such as the World Health Organization or the International Labor Organization.

### MERGER, ACQUISITION AND OUTSOURCING

In a merger and acquisition context special attention is required for employment and labor related matters. In most industrialized countries the standard due diligence includes examination of stock grants and option, benefit plans, employee contracts, vacation plans, bonus payments, handbooks and policies, employment agreements and other defined benefit plans. Due diligence in the international context requires additional evaluation of applicable statutory compliance such as residency laws, transfer rights and severance policies. For example, the United States has a WARN statute for mass layoffs, and similarly, several provinces in Canada require notice to the relevant Minister of Labor when ten or more employees are laid off.

Cultural as well as statutory differences may be significant. For example, in Japanese the term for mergers and acquisitions literally means a sale of people. That connotation is viewed unfavorably and tended to make Japanese business owners reluctant to sell their business to foreigners. Obviously, today the translation problem has greatly dissipated, but such cultural issues remain important considerations when combining companies and business interests. Outsourcing, a practice widely accepted and utilized in the United States has also been slowly accepted in Japan and other countries where stable "employment for life" was the norm.

In some jurisdictions, such as developing countries, the national host government may impose conditions from permitting

foreign investment. These conditions may dictate hiring, staffing and training of native personnel or place restrictions on expatriate management personnel. For example, a condition of foreign investment may be the national host governments' selection of employees from state controlled agencies restricting the foreign investor's option to select and recruit personnel.

Changes are perhaps most visible in the area of global sourcing. We are familiar with the child labor condemnations aimed at Wal-Mart and Kathie Lee Gifford. And, we have seen considerable bad publicity for Nike and Reebok on reports of labor abuses in Southeast Asia. Less visible, yet equally challenging for your clients are the rapidly evolving international laws and regulations, and the troublesome lawsuits being pursued to stop illegal or unethical labor practices worldwide.<sup>2</sup> Regardless of the contractual arrangements, be it a direct supplier-purchaser contract, a joint venture, a subsidiary, a distributor, or some other sourcing relationship, the potential is there to violate United States or international law.<sup>3</sup> And, since the treaties are part of United States law, they are likely enforceable in U.S. courts.<sup>4,5</sup>

### SELECT COMPETENT COUNSEL

Selection of competent foreign counsel in the relevant jurisdiction is a critical step to successful global transactions.<sup>6</sup>

As with selection of outside counsel in any jurisdiction, due diligence is in order in the selection of foreign counsel for specific legal issues. Identify what services you need and what you expect to accomplish for your company. Use your colleagues for referrals. If certain expertise is required, consult with other professionals with expertise in the subject area. In a multinational corporate structure, utilize your counterparts in affiliated companies in that jurisdiction. Ask employees who work in that country or do business there. And, use the web. Check your ACCA site<sup>7</sup>, some of the sites that provide subject matter newsletters and links (Appendix "A"), or legal directories.

Once you have identified appropriate candidates, continue your selection process by interviewing the candidates, preferably in person. Not only will this help determine if you are comfortable with the candidate's experience, training, education and resources, it will also help when you later address issues involving an engagement letter, cultural differences, scope of the assignment, language issues, reporting and communication requirements.<sup>8</sup>

Now that you have selected a qualified candidate, set forth the terms of engagement and established a working rapport, you are set. Right? Well, not necessarily. Make sure you understand the foreign rules on privacy, privilege and confidentiality. As many of you may know, privacy issues have been much in the news, especially as between the United States and the European Union. Similar issues are involved with attorney-client privilege. European Union practice does not provide the same level of protection we are accustomed to in the United States. According to the European Commission, there is no attorney client privilege between in-house counsel in Europe and their clients for internal communications.<sup>9</sup>

### E-MAIL AND PRIVACY

Workplace privacy and e-mail are beyond the scope of this article yet mention of that medium is important for international labor and employment compliance. The on-going controversy and impact of the European Union and International Rules on Privacy, especially in light of technological advances in e-commerce, e-mail, and internet communication will require United States privacy standards and company procedures to change.<sup>10</sup> More privacy protection is required to conform to the global standards being adopted.<sup>11</sup>

Canada's approach to this new technology is still developing. Early indications are they will move toward the European Union standards being proposed. In the United Kingdom, monitoring of personal information in the workplace is the subject of the Data Protection Act of 1998 which came into effect March 1, 2000. There is a registration requirement with the Data Protection Registrar and a requirement that the employer (person) who registers must ensure that all personal data is accurate, up to date and kept only so long as necessary. Employers must also inform their employees that their e-mail may be monitored. The legitimate business needs of an employer are balanced by the reasonable expectations of privacy of the employees.

In light of the Data Protection Act's implementation in the United Kingdom, employers on both sides of the Atlantic

should establish and communicate a clear policy on monitoring personal data. Monitoring should be restricted to legitimate business purposes. Employers should check data protection registration to assure that it covers the particular monitoring contemplated by the company's policy.

## CANADA

Canada, like most western industrialized nations has a comprehensive set of labor and employment law legislation. These laws are both federal and provincial and cover topics ranging from non-discrimination to wage and hour to severance protection. The Canadian system, while deceptively similar to that of the United States, varies in many respects. For example, the Canadian Constitution provides for the division of power between the federal government and provincial governments. This division is an exclusive one. A subject matter under federal jurisdiction is exclusively federal and a subject matter reserved to provincial government is exclusively provincial. However, labor and employment law is not a subject matter listed in the Canadian Constitution as requiring exclusivity. The development of the division of power in this area has developed through judicial intervention.<sup>12</sup> A U.S. attorney advising a U.S. company doing business in Canada should take the necessary steps to assure accurate and complete compliance in each applicable jurisdiction.

Canadian labor standards legislation has been adopted in all jurisdictions. Labor and employment relations have been primarily viewed as "property and civil rights" under the exclusive jurisdiction of provincial government. Individual and collective employment relations are determined province by province. The Canadian federal government has limited authority to establish national standards nor does federal legislation in labor and employment relations override provincial legislation. A significant exception to this "provincial supremacy" involving labor and employment relations is in industries expressly assigned to federal jurisdiction by the Constitution Act of 1867. As one would expect, these industries involve interprovincial, and international industries, banking and through judicial interpretation, national security, or other government related industries in the telecommunication and transportation areas. In these industries, the federal supremacy often seen in the United States application of labor and employment law is evident in the Canadian system as well. Federally regulated industries are not subject to provincial legislation.

Canada's labor standards legislation covers a full spectrum of labor and employment matters, similar to areas of concern in the United States. These standards address wage and hour, paid holidays, prescribed vacation, maternity and paternity leave, occupational safety and health, prohibition of employment discrimination, pension and welfare benefits. Canada also has equal pay statutes federally and in all provinces as well as occupational safety and health, and workers compensation legislation. The Canadian Pension plan is actually two plans, one for Quebec and one for the rest of Canada. Benefits are equivalent under the two plans, fully portable and funded by matching contributions from employees and employers.

Canadian jurisdiction concerning employment discrimination is handled in the same manner as jurisdiction for other labor and employment law. Each province and the federal government have employment discrimination statutes. The human rights legislation in Canadian jurisdictions follow a similar pattern. They prohibit discrimination based on race, color, age, sex, marital status, physical disability, religion, national or ethnic origin or creed. All jurisdictions except Saskatchewan also prohibit discrimination based on mental disability. Harassment and sexual orientation discrimination have been added as prohibited grounds for discrimination federally and in several jurisdictions. Pregnancy and childbirth are prohibited grounds for discrimination federally and in at least five provinces.<sup>13</sup>

Individual employment contracts are either oral or written, governed by contract and common law. This legislative approach is similar to the U.S. where, as in Canada, individual employment contracts are generally governed by contract law and common law rather than legislative intervention. A key exception to the laissez-faire approach for individual employment contracts in Canada is the labor standards legislation establishing human rights that override any individual contract provision to the contrary.

Collective bargaining is regulated and in significant respects is modeled after the United States legislation on this subject. On January 1, 1999, legislation changed the name of the Canadian equivalent of our National Labor Relations Board to the Canadian Industrial Relations Board and made the body a representational group of labor, management and neutrals.

One significant area of divergence between the United States and Canadian law is the area of individual contract termination. While an individual contract of employment is presumed to be for an indefinite time, the concept of "employment at will" common in the United States does not apply in Canada. An individual's employment contract, even if for an indefinite duration, is terminable by either party only upon reasonable notice or for cause. The reasonable notice

or termination for cause requirements are governed by both civil and common law in Canada. If the parties do not specify in their contract a specific length of such notice, the courts will determine what is reasonable. Factors such as length of service, type of position, salary, availability of similar alternative employment, an employee's having been enticed to change employers or having to move to secure comparable employment are considered in determining what is "reasonable notice". For example, while each case is unique, the trends indicate something along the lines of a month per year of service once employees have been with an employer for over five years with a maximum of twelve months in Quebec and two years in Ontario for longer term employees.<sup>14</sup>

An employee may be dismissed for cause without notice in all Canadian jurisdictions. However, the employer's actions are subject to judicial review and will be evaluated for fairness, reasonableness and honest enforcement of legitimate policies and practices. Grounds for dismissal for cause are misconduct, incompetence, illegal activities, insubordination, drug use, fighting and the like and have been established by case law. Some types of misconduct may require usage of progressive discipline procedures prior to termination while others justify immediate dismissal without notice. Misconduct dismissals after utilization of progressive discipline most frequently involve behavioral issues such as excessive absenteeism, intoxication, drug use, incompetence or neglectful performance. Collective bargaining agreements and arbitration tribunals under federal, Quebec or Nova Scotia wrongful dismissal legislation tend to favor the requirements of progressive discipline. Misconduct such as theft, fighting, sabotage or some other illegal conduct will more likely result in the court or arbitrator's upholding a dismissal without notice.

Canadian law in all jurisdictions provides for successor rights in labor relations for successor employers. To a more limited extent, individual employment relations are generally unaffected by a change of ownership despite the principle of relativity of contracts. Several jurisdictions within Canada have expressly enacted statutes that state that the sale of a business does not interrupt an employee's service for labor standard purposes such as notice periods for termination, severance or vacation entitlements. Obviously, management positions and other individualized contracts should be evaluated and negotiated accordingly. These considerations will also lead to an evaluation of Canadian law on the issue of redundancy.

Redundancy or layoff due to economic reasons is not dismissal for cause. Therefore the "reasonable notice" issues discussed earlier affect layoff decisions. At a minimum, the applicable labor standards acts will mandate the length of notice or pay in lieu of notice required. The provinces of Manitoba, Ontario, Quebec, Alberta, British Columbia and Saskatchewan now provide for notice to the relevant Minister of Labor in most layoff situations. In addition to termination pay, those industries subject to federal legislation or subject to Ontario's labor standards legislation may also be responsible for severance payments.<sup>15</sup> A careful examination of these statutory mandates should not be overlooked.

## UNITED KINGDOM AND EUROPEAN UNION

For appropriate compliance for operations in the United Kingdom a dual evaluation is now required. Careful consideration to European Union directives as well as legislation in the United Kingdom is required. Some European Union directives have been adopted by the United Kingdom, while others have not. The United Kingdom is also a member of the International Labor Organization and a look at their website is advisable.<sup>16</sup>

European employment laws tend to provide more security and social protections than those of the United States. The mandates of severance pay and pre-termination notice to all workers contrast dramatically to the United States where the individual's employment relationship is largely unregulated by government, and is often considered "employment at will". The European Union has conducted Job Summits and adopted Employment Guidelines to create common ground regarding employment policies. The goal is to have all member states maintain consistent employment levels, promote transferability and flexibility for the work forces of the European Union in general and its member states individually.

A general overview of United Kingdom employment and labor law reveals a comprehensive statutory scheme. Individual rights are governed primarily by the Employment Rights Act of 1996 and the Employment Relations Act of 1999. Collective bargaining relations and trade union matters are governed primarily by the Trade Union & Labour Relations Act of 1992 as amended. A series of other common protections established by Parliament include various anti-discrimination acts, minimum wage protections, workers compensation, work safety and unfair dismissal protections. Under English law, an employee's employment termination rights come from two distinct areas of the law, one is contractual, the other statutory. Wrongful dismissal is a breach of contract action based in the terms of the contract, either express or implied. Unfair dismissal is a statutorily created action created by the Employee Relations Act with specific

elements of the claim set out in the Act.<sup>17</sup>

Significant changes in United Kingdom employment law have recently been adopted as a result of a Fairness at Work White Paper prepared by the Government and various directives from the European Union's Council of Minister Proposals. The most significant is the Employment Relations Act adopted July 27, 1999. Some of the key areas addressed by this legislation include but are not limited to:

- a worker's right to have a fellow worker or representative at disciplinary hearings
- raising employment tribunal compensation award levels for unfair dismissal to 50,000 pounds
- maternity leave
- parental leave
- domestic emergency time off
- union recognition procedures
- union membership anti-discrimination protection
- regulation of employment agencies

Another important directive from the European Union initiatives concerns part-time work. It calls for the member states to give part-time workers equivalent benefits to those of full-time workers. The United Kingdom has moved on this subject by its adoption of "The Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000."<sup>18</sup> It was adopted June 8, 2000 and became effective July 1, 2000.

A third facet of this international labor and employment environment is the Posted Workers Directive. It addresses the posting of workers within the 15 European Union member states and was implemented on December 16, 1999. A 'posted' worker is one who for a set period works in a member state other than his normal work state. In U.S. terms, an expatriate on temporary assignment would be an analogous situation. The directive applies minimum standards of employment protection for posted workers in member states. Workers posted pursuant to the Directive are guaranteed certain basic terms and conditions of employment thereby eliminating the threat of unfair competition due to cheap foreign labor. These terms include minimum wage, minimum vacation, maximum work periods, health, safety and hygiene protections, equal treatment and protective measures relating to maternity, child labor and non-discrimination. Workers are entitled to the minimum standards most favorable to him or her either in their home member state or where they are posted. In the United Kingdom, the official position taken by the Parliament is that no governmental implementation of this directive is required as the protections are already in place under United Kingdom law.

For multinationals or others dealing with European Union member states, it is recommended that an assessment on a country by country basis be conducted to determine the minimum protections required in each jurisdiction. Then, when posting an employee the employer will know what protections are applicable to that posted employee and implement accordingly. A standard clause inserted into the posted employee's contract assuring the greater protection during the posting is also advisable.

## CONCLUSION

Cultural differences, language barriers and various customs can make even the simplest matter confused by faulty translation. Global transactions offer new challenges to U.S. lawyers. Many of our clients who have worked in the international area often do not fully understand or even anticipate the issues that may arise with foreign partners or employers. We must help them anticipate and address the issues as they present themselves.

In doing so, we should always remember:

1. There is no substitute for retaining local counsel on specific legal requirements in any given jurisdiction; and
2. There is no substitute for maintaining an open mind as to solutions for cross cultural issues.

<sup>1</sup> ILO Website - [www.ilo.org](http://www.ilo.org)



<sup>2</sup> Jonathon Steder, "An Overview of the Business & Legal Aspects of Un-Responsible Global Sourcing" Corporate Counsel's International Advisor 7/1/00 — 182-13 et seq.

<sup>3</sup> If more information on corrupt practices and international commerce is sought, the following government sites may be helpful:

[www.usdoj.gov/criminal/fraud.htm](http://www.usdoj.gov/criminal/fraud.htm) (For Foreign Corrupt Practices Act Info)

[www.usdoc.gov](http://www.usdoc.gov) (Department of Commerce — International Commerce Links)

<sup>4</sup> See *UNITE vs. Gap Inc.*, No.300474, ( Cal. Super. Ct. Jan 13, 1999).

<sup>5</sup> *Id.* Steder at 182-17 For more information on this aspect of international labor and employment law, and codes of conduct adopted by multinationals with global sourcing activities the following websites are cited in Mr. Seder's article:

[www.lchr.org](http://www.lchr.org) (Lawyer's Committee for Human Rights)

[www.levis.com](http://www.levis.com) (Levi Strauss & Co. Global Sourcing and Operations)

[www.honeywell.com](http://www.honeywell.com) (Honeywell's Code of Ethics and business conduct)

<sup>6</sup> See Lillian Blageff, "Selecting and Dealing with Foreign Counsel", vol. 181, *Corporate Counsel's International Advisor*, 6/1/00. This is a brief article with some useful tips and citations

<sup>7</sup> [www.acca.com](http://www.acca.com)

<sup>8</sup> *Id.*, Blageff at 181-12 citing Mr. Elliott R. Lewis, "Selecting and Working with Foreign Counsel" in the *International Lawyers Desk Book* published by the ABA (1996), whose list of factors that should be considered in the selection process are —

- Do you feel comfortable that the candidate has the experience, education, training and resources to handle the matter, and that he/she is free of cultural biases or potential conflicts of interest?
- Does the candidate have experience representing clients in your industry?
- Is the candidate willing (as permitted by law) to provide references for you to contact directly?
- Does the candidate have the substantive expertise to handle the matter?
- Does the attorney have the contacts or connections to help expedite necessary services?
- Does the attorney have the necessary language skills to communicate effectively?
- Is the candidate flexible enough to be willing to travel and work around your schedule?

<sup>9</sup> See Blageff at 181-14 citing *AM+S Europe Ltd. vs. Commission*, No.15579, Common Market Rep. (CCH) 8757, pg. 9037, *European Communities Court of Justice and John Deere*, No.85/79, Common Market Rep. (CCH), *Commissions of European Communities* 1984. See also Josephine Carr, "Are Your Internal Communications Protected?", ACCA Docket, November/December 1996, p.32-44 (Reprinted from *European Counsel*)

<sup>10</sup> See Peter Schnaitman, Comment, "Building a Community through Workplace E-mail: The New Privacy Frontier", 5 Mich. Telecomm.Tech.L.Rev.177(1999)

<sup>11</sup> Also, Gregory Shaffer, "Globalization and Social Protection: the Impact of EU and International Rule in Ratcheting Up of US. Privacy Standards," 25 Yale J. International (2000)

<sup>12</sup> See Roy L. Heenan, and Thomas E. F. Brady, "Canada", *International Labor & Employment Law*, Vol. 1, ABA Section of Labor and Employment Law, BNA 1997

and see Peter Hagg, "Constitution and Law of Canada", ch.15-30 (Toronto: Carswell 3<sup>rd</sup>. Edition 1992) and George Adams, "Canadian Labour Law", ch. 2 (Aurora: Canada Law Book, 2d ed., 1993 as cited by Heenan above.

<sup>13</sup> See Roy L. Heenan, and Thomas E. F. Brady, "Canada", *International Labor & Employment Law*, Vol. 1, ABA Section of Labor and Employment Law, BNA 1997

<sup>14</sup> *Id.*, and Roy L. Heenan, and Thomas E. F. Brady, "Canada", *International Labor & Employment Law*, 1999 Supplement to Vol. 1, BNA 1999

<sup>15</sup> See Canadian Labour Code (R.S.C., C. L.-2) and Labour Adjustment Benefits Act (R.S.C., C. L.-1)

<sup>16</sup> [www.ilo.org](http://www.ilo.org)

<sup>17</sup> ERA 1996 Sec. 99 et seq

<sup>18</sup> A copy of this statutory instrument can be found at [www.legislation.hmso.gov.uk](http://www.legislation.hmso.gov.uk)

# Useful Starting Points and Internet Sites Regarding International Employment/Labor Laws

## Canadian Employment Law Sites

### 1. **Canadian Employment Law for U.S. Companies**

This site provides monthly updates on various employment law developments that affect the Canadian operations of U.S. companies.

<http://www.mleesmith.com/intl/canemp.html>

### 2. **Canada Online**

This site provides general information and specific hot links to

Canadian labor laws and topics.

<http://www.canadaonline.about.com>

### **3. New Brunswick Human Rights Commission**

This site is a government agency site with information and procedures.

<http://www.gov.nb.ca/hrc-cdp/e/index.htm>

### **4. Canadian Labour Congress**

This site provides information and links to the latest Canadian labor and social issues affecting workers.

<http://www.clc-ctc.ca/eng-index.html>

## **5. Human Resources Development of Canada — the Labour Program**

This site is divided into subcategories, each containing hot links to various other locations. The categories include, employment initiative, the latest legislation and issues pertaining directly to the workplace.

<http://labour-travail.hrdc-drhc.gc.ca/doc/lab-trav/eng/>

## **6. The Bora Laskin Law Library: Sources of Law by Topic**

This site is maintained by a Canadian college professor and

provides a comprehensive jumping off point for research on employment law and issues both in Canada and internationally.

<http://www.law-lib.utoronto.ca/resources/topic/employ.htm>

## **7. Employment Law on the Web**

This site contains course materials and links for a Carleton University Employment Law Course by Instructor Ian Mackenzie

<http://www.carleton.ca/imackenz/341.htm>

**General International Employment  
Law Sites**

# **1. Employment Policies of Other Countries**

This site provides a brief compellation and overview of the employment regulations and policies of Great Britain, Canada and numerous other countries

<http://intljobs.about.com/library/weekly/aa062600a.htm>

# **2. International and Comparative Law at the University of Georgia**

This site offers reference materials, articles and radio transcripts on the Individual in a Global Society and other relevant topics

<http://www.lawsch.uga.edu>

### **3. International Law Office**

This site posts newsletters on international commerce, labour and employment as well as other reference materials

<http://www.internationallawoffice.com/pd.cfm?newsletters>

### **4. World Wide Web Virtual Library — Labour and Business History**

This site is a wealth of links and information searchable by topic or keywords.

<http://www.iisg.n/>

## **5. Worker's International Liaison Committee**

This site provides links to download semi-weekly newsletters and reports regarding labor and employment issues around the world. The site covers a wide range of nations and issues from meetings of the United Confederation of African Workers to reports on the Western Hemisphere Worker's Conference.

<http://www.igc.org/workers/>

## **6. The Chan Robles Virtual Law Library**

This American based site provides a vast number of links to all aspects of



employment and labour law, both focused on the United States and abroad. It contains a specific link to the International Labor Organization and other international law resources or international.htm.

<http://www.chanrobles.com/laborlaw.htm>

## **7. Hieros Gamos: The Comprehensive Law and Government Portal**

This site provides hot links and sub-links to a number of labor and employment related international organizations like the United Nations, the International Federation of Free Trade Unions, the World

Federation of Trade Unions, the International Labour Organization and the European Union.

<http://www.hg.org/employ.html>

## European/British Employment Law Sites

### 1. The Federation of European Employers

This site provides detailed information regarding recent employment cases in the United Kingdom as well as employment laws involving the European Union.

<http://www.euen.co.uk/>

### 2. European Union Policies —

# Employment & Social Policy

This site provides links to the latest in European Union law, the implementation of policies and various newsletters and informational fact sheets put out by the European Union.

[http://europa.eu.int/pol/socio/index\\_en.htm](http://europa.eu.int/pol/socio/index_en.htm)

## 3. British Employment Law Super Portal

This site contains links to nearly ever aspect of British Employment law from the latest case reports, UK employment related statutes, and organizations, to free information

from lawyers and a trade union directory.

<http://www.emplaw.co.uk/>

## **4. Transport and General Workers' Union**

This site is run and supplied by the Transport and General Worker's Union of Great Britain. It provides information regarding the labor union laws and the most recent changes and amendments to the laws.

<http://www.tgwu.org.uk/>

## **5. Trade Union Congress (UK)**

This site provides links to FAQ's

regarding employment issues, mostly originating from a trade union prospective.

<http://bizednet.bris.ac.uk/compfact/tuc/tucindex.htm>

## **6. Industrial Relations Research**

This site provides links to academic discussion forums and archives for searching. It purports to cover the latest in research, methods, results and theories on employment relations, trade unions and employment law.

<http://www.mailbase.ac.uk/lists-f-j/industrial-relations-research/>

## **7. European Industrial Relations**

# Observatory (EIRO) Online

This site is run by the European Foundation for the Improvement of Living and Working Conditions, a sub-agency of the European Union. The site aims to provide up-to-date and objective information on the latest developments in employment strategy and industrial relations involving the countries of the European Union.

<http://www.eiro.eurofound.ie/>

## 8. The Law Lounge: UK Employment and Labour Law

This site provides links to the UK's department of Employment and Education, the Federation of European Employers, UK Employment Law and the Lawrite provider which is a law service provider to employers in the United Kingdom.

<http://www.lawlounge.com/topics/personal/labour/uk.htm>

## **9. The European Journal of International Law**

This site, run through the Oxford University Press, provides searchable periodicals and articles, as well as discussion forums and bulletins regarding the latest issues.

<http://www.ejil.org/>

## **0. Lawrite Employment Law Solutions**

This site provides UK information and links for governmental information, copies of legislation and law guides

<http://www.lawrite.co.uk/links.htm>



## Appendix B

**Selected Bibliography** - Other than the books and articles listed in the text and endnotes, and the websites in Appendix A, the following may also provide some useful and interesting references and information:

Tamara Loomis, "*On-Line Privacy*", NYLJ 7/13/00

Belbert E. Winn, "*International Agreements: Don't Belittle The Boilerplate*", ACCA Docket 18 No. 1 (2000) 60-79.

"*Are Your Internal Communications Protected?*", European Counsel: Practical Law and Management For Lawyers In Europe, Vol. 1, No. 1, pg

27 (September 1996)

Zarin, Don, *Doing Business Under The Foreign Corrupt Practices Act*, Practising Law Institute, NY, NY (1995)

*Doing Business Internationally*, ACCA Info Pak, ACCA European Chapter Annual Conference (1996)

Carole Basri, "*International Corporate Compliance Programs*", New York Law Journal, 5/12/97

Stephanie Strom, "*In Japan: Outsourcing Without Capital 'O'*", New York Times, July 16, 2000

This material is protected by copyright. Copyright © 2000 various authors and the American Corporate Counsel Association (ACCA).