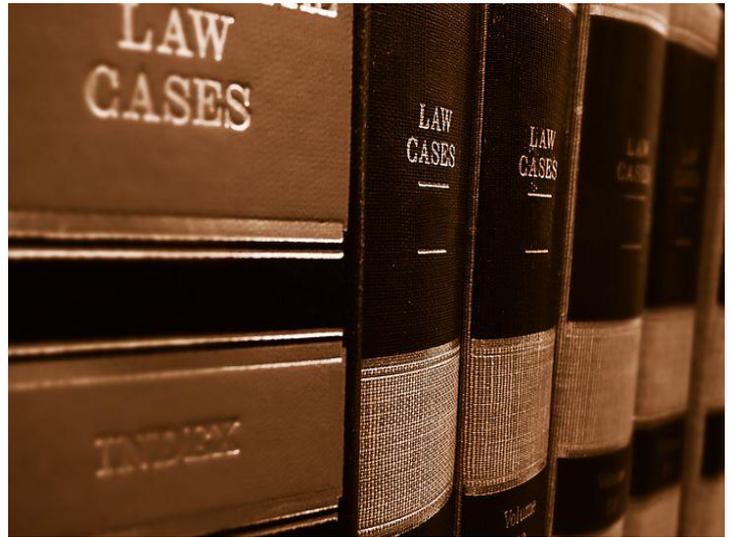


# HR Counsel<sup>®</sup> Programme Prospectus v6.0



87%

The proportion of those responding to a recent FedEE survey who thought that there would be widespread corporate support for HR staff undertaking a professional legal training course.

# Study for a professional qualification in multijurisdictional employment law



## What is FedEE?

The [Federation of International Employers](#) (FedEE) is the leading organization across the globe for multinational employers. It was founded in 1988 with assistance from the European Commission, but today operates on an independent basis and is currently chaired by the Ford Motor Company.

FedEE provides an extension of a multinational company's corporate legal counsel function – but with an exclusive focus on HR-related laws. We back this up with a huge legal knowledgebase covering employment laws in over 60 countries worldwide – which member firms may consult on a 24/7 basis – plus a timely legal helpline service.

Our Academy was founded early in 2018 to provide advance legal training for HR practitioners. The first HR Counsel Programme began in June 2018 and was oversubscribed.

The programme is a part-time, distance-learning course leading directly to an Advanced Diploma in Multijurisdictional Employment Law and right to use the job title “HR Counsel<sup>®</sup>”.

## Purpose of this programme

To prepare, and give recognition to, seasoned HR professionals for the provision of their multi-jurisdictional in-house legal role – focusing principally on employment and labour law compliance, HR standards, data privacy and protection, and labour relations. It will also allow those who are in HR jobs that currently focus only on one jurisdiction to gain the knowledge to transition to a multijurisdictional role.

HR Counsel<sup>®</sup> are legal experts who can interface on equal terms at a professional level with corporate counsel and external lawyers. They should therefore be able to obtain the best quality of advice and value for money from employment lawyers outside their department. The qualification QP-HR Counsel<sup>®</sup> (and thereby too the title ‘HR Counsel’) is owned as registered trade-mark by FedEE and may therefore only be used as a designation by full graduates of this programme.

## Entrance requirements

Normally a good honours first degree (or an equivalent professional qualification such as Chartered MCIPD), plus at least three years HR experience. A good knowledge of the English language is also essential. Completion of the programme does necessitate access to FedEE's knowledgebase and therefore those seeking to undertake it will normally need to be employed by an organization that is a member of the Federation.

## Status of the qualification

It is the Federation's intention for the HR Counsel® role and qualification to become widely accepted in the multinational marketplace during the next few years and also respected by other professional bodies. The Federation will be strongly promoting the programme and its significance.

## Time requirements

This course is designed to fit in with a demanding daily work schedule. Therefore, the modules in each course are well defined and the assessment process does not require submission of unstructured essays. Each module should not take longer than 2 hours to complete. The total time commitment to undertake the full Advanced Diploma Programme will be around 70 hours in total – inclusive of personal tutor contact and assessments.

## Approach

The course seeks to address real, practical issues faced by HR in a multinational setting – both in their own organisation and the specific countries where they operate. The modules are provided online at the [FedEE Academy](#) website and we utilize an established eLearning management system to deliver the course material and manage assessment. All courses commence with an introduction that is available as text and video or powerpoint.

## Objectives

We will assist participants to:

- ▶ Develop further into seasoned HR professionals providing multi-jurisdictional in-house legal role focusing on employment and labour law compliance, HR standards, data privacy and protection and labour relations.
- ▶ Gain a qualification enabling the holder to be able to interface on more equal terms at a professional level with corporate counsel and external lawyers.
- ▶ Assess legal certainty – being better able to determine if a set of circumstances constitute a potential legal breach, how soon a potential breach needs to be resolved, whether to take external advice and the likely consequences for the company.
- ▶ Apply that knowledge to concrete practical situations in their own organisation – particularly for an increasingly scattered and remote workforce.
- ▶ Understand the framework of statutory and case law in the jurisdictions where they operate.
- ▶ Understand the pitfalls of dismissal procedures and good practice in respect to termination interviews in different jurisdictions.
- ▶ Develop drafting and review skills in respect to company rules/policies, employment contracts and compromise agreements.
- ▶ Understand the dos and don'ts of dismissal procedures and termination interviews in different jurisdictions.

- ▶ Gain insights into the way that laws develop and how they are enforced through the labour inspectorate, the courts and alternative dispute resolution mechanisms.
- ▶ Become familiar with ISO standards and codes of conduct in the HR field and know how to introduce them in a streamlined and least disruptive way.
- ▶ Be able to prepare a case on behalf of your company in order to brief lawyers handling a defence.
- ▶ Handle increasingly complex security and other data protection obligations.

## Structure

The programme is part-time and conducted through distance learning, but with personal tutor support. It consists of 24 modules (inclusive of the two-part introductory module and a mini-project taken at a later stage of the programme). Participants must take the first two introductory modules and then may take the next nine modules in any order they wish – although we strongly recommend that modules 2,5 and 6 are taken at an early stage. Once module 10 has been completed, the remaining modules may also be taken in any order. Each module, once completed, gives rise to a credit and a minimum of 20 credits (including the mini-project) must be completed to obtain the Advanced Diploma. In order to qualify for an Advanced Diploma with Merit it is necessary to complete all 24 modules and do so to a high standard.

Those taking the course may do so entirely at their own pace, although completion of at least 20 modules must normally have taken place within 18 months from the date of commencement of the programme. Participation may also commence at any time. Once an application has been approved (which usually takes no more than three working days) we shall confirm that the place and send the joining pack. We shall also provide in pdf form a programme handbook containing the course syllabus in detail, contact details and Q&A.

All participants will have a personal tutor and learning will take place through online training audio-visual materials, text, personal research, tutor sessions by skype, QQ or other electronic means.

Prior to commencing studies, each participant will submit a short personal goals statement indicating what they are seeking from the programme. This will be mutually assessed at the end of the programme to ensure it has met its personal and overall objectives.

Tuition will draw on a set of ten key countries in order to illustrate jurisdictional differences – **China, France, Germany, India, Italy, Japan, Netherlands, UAE, UK and USA**. However, references are also made to other jurisdictions in the course material.

## Special Credits

Because we appreciate that completion of the programme must be fitted into a busy daily work schedule, we will allow participants to opt for two sets of special credits during their studies. These allow a group of three chosen modules to be taken together in a more summary way – just by viewing the introductory presentations for each module and answering a question the Academy tutors pose relating to all three. This question will require the participant to write between 450 and 600 words. Once

marked and scored as a pass, the exercise will count as completion of all three modules. This facility will not apply to the two introductory modules, the mini-project (Module 19) or the final module.

## Syllabus – The Courses



### Course One: Foundation

**Module 1A: Introduction to the programme** – The importance of employment – the informal economy – labour v employment law – range and origins – jurisdictions – legal compliance – the emergence of laws – the first multinationals – facts and figures – what is a multinational? – 7,000 to 400,000+ – 60,000 HR practitioners – 400,000 new laws/significant amendments – 2.5 – 3 million court cases – the HR function – small companies – negotiation and welfare – the impact of growth and size – multinational HR departments – differences in kind and scale – legal compliance on the spot – the role of the ‘expat’ – the cultural and linguistic dimensions – languages and dialects – types of subculture – the concept of “face” – familiarity and conventions – level of adaptation – centralisation v decentralisation – level of centralisation – advantages v risks of centralisation – dependable sources of data – harmonisation – principles/frameworks vs harmonisation – gold plating – the inflationary spiral – remote personnel – reliance on payroll companies – location for personal reasons – ignoring tax and payroll rules.

**Module 1B: Introduction to legal compliance in practice** – Compliance risks in different jurisdictions – the risks of hit and miss – how serious is an infringement? – sending executives to lawless states – naïve mistakes – guilt before proof of innocence – attitudes towards compliance – line management – crossing the radar – threat of blacklisting – moving operations and business transfers – entry risks – assumptions about commonality – centralised v federal states – impact of protectionism – free trade v jobs? – quid pro quo – buy American, hire American – reshoring and automation – employment status and free movement – what is employment? Native-ization – buying the right to reside – jobs posting restrictions – representative structures and labour standards – union mergers and militancy – new forms of representation – raising standards through negotiation – counter-pressures – future global HR trends – labour displacing technologies – new taxes and other obligations – ISO-HR standards – compliance becoming centre-stage.

**Module 2: Legal/HR jargon and court procedures** – Common words, expressions and phrases – UK and US common legal phrases and abbreviations– India: a curiosity of use of Latin in the ambit of employment – legal conventions – the main international legislative body for employment matters: the ILO – the 8 fundamental conventions and their ratification – essential human rights international treaties to do with employment – judicial principles – Japan – UK: determining unreasonableness and a frequently used causation test – due diligence – due diligence as detailed research – what does due diligence involve? – due diligence for an HR professional – court structures – the EU court structure – selection of the judiciary and court independence: worldwide examples – court procedures – the biggest books in a lawyer’s library – elements of the legal process regulated by CPRs – UK’s employment law court procedure – Bahrain’s lack of reporting – weight of evidence – rules of evidence – how is evidence presented in court – admissibility of evidence – special categories: an illustration – methods of submission and appeal – pre-hearings – Japan – legal representation in an employment tribunal – discovery, disclosure: the US and the UK – Legal Privilege and Privilege – no win, no fee – legal fees sometimes taken from damages – cost parameters – UK: costs punishment to parties by the courts.

**Module 3: Work rules and HR policies** – Official approval – handbook submission – compliance with regulatory framework – general practice – voluntary HR policies – policies v procedures – language used: legal requirement? – exceptions – drawing up HR policies – making sense of the law – badly written policies – compliance with multiple requirements – talent management and employee retention – consultation – policy enforcement and amendment – mainstreaming – conversion to specific procedures –

updating – costing – mode of communication – digitisation – betrayal of strategic position – legal restrictions on storing/delivering policy data – HR policy and the law – Policy pitfalls – NLRB examples of good/bad practice – privacy vulnerability: Spain – Holiday: Italy – the law v company interests – sidestepping obligations – enforced compromise settlements – IR engineering – unpaid internships: USA and UK – internships in Japan – Cultural influences – the German model – French attitudes to performance appraisal policies – Indian caste system in check – religious values – contrasting business philosophies – gold plating and chrome plating – organisational symmetry – the temptation to simplify and level up – maintaining basic core HR values – pressures from the informal economy – India’s massive undocumented workforce – slipping under the radar – modes of deployment – core HR policies – precedents and exceptions – exceptions vs need for flexibility – the invisible mountain – review and enforcement.

**Module 4: Establishing and maintaining HR policies** – Shared parental leave – UK law since April 2015 – the UK is not alone – policies average 9000 words – drafting problems – gaps in statute – little case law – problem of protected characteristics – IR/collective constraints – what is trying to be achieved? – detail is everything – who can take shared leave? – statute – precedence – collective agreements – policy purpose, market forces and ability to pay – matters of detail and discretion – verification – summary statement – shaky foundations – scope for confusion – where policies not relevant – unsuitable foundation for company values – maintaining HR policies – policy review-who does it? – contingency clause – meshing policies – adding addenda – using “wf” – sampling policies for validity – escape clause – current enhancements – costing enhancements – comparative review – policy profiling – the evolution of HR policies – pace of change – #MeToo – HR response – UK SRA response – taming the monster.

**Module 5: Civil Law** – Civil liability – the meaning of civil law – employment contracts – duty of care by employers – health, safety and wellbeing – status of claimants – legacy liabilities – a civil breach of contract – material and immaterial clauses – breach remedy – out of court settlement – torts – “tortfeasor” – negligence – Atkin test – unenforceable rights – “tit for tat” – contributory negligence – vicarious liability – third parties – joint and several liability – class actions – the determination of causality – personal injury claims – tangible and intangible damages – professional indemnity – mandatory arbitration clauses – US update: Epic Systems Corp v Lewis.

## Course Two

**Module 6: HR and the Criminal Law** – Incidence of criminality – vulnerability of multinationals – types of crimes – bribery – UK Bribery Act – “close connection” – fraud (embezzlement) – fraud by false representation – fraud by failing to disclose information – fraud by abuse of position – misuse of funds and graft – OLAF – anti-trust collusion and bid rigging – FCO – impersonation – CV fraud – computer ransomware – Digital Crime Unit – other criminal activity – narcotics – workplace violence – criminal harassment – UK Harassment Act – corporate manslaughter – modern slavery – taking hostage – rules of evidence – dismissal v suspension – prevention strategies.

**Module 7: Employment status** – Categorization as employee or contractor – bogus classification – types of employment – differentiation – relocation – caste systems – French cadres and Italian dirigente – EU rules – Fair Labour Standards Act – same rights as permanent FT workers – hierarchical differentiation – pay frequency differentiation – skill differentiation – time differentiation – job permanence – employee or non-employee – employment rights v tax status – grey economy – inherited obligations – types of role – definition of contractor – company with employees or individual – subcontractor – atypical workers – gig workers -gangmaster –distinguishing employment status – self-employed may still be “employed” – Pimlico plumbers – the Maltese definition – Irish crackdown – HMRC taxation initiative – Agency Workers – Indian contract labour rules – the Worker Dispatch Law – joint employment – end of “precautionary permits” – rolled-up holiday pay – personal service companies – IR35 – 2016 reforms – “reasonable salary” – mixed benefits of independence – contractor status mixed blessing – supply monopoly – equity awards for consultants – the regulation of atypical work – growth of itinerant work -technology driven – Taylor Review – tax concerns for the government.

**Module 8: Recruitment** – Automation replacing jobs – China and India– job growth in Africa– is there such a thing as a labour market? – pool of labour – government priorities – labour immobility – language and cultural barriers – low female participation – union closed shops – pre-work union membership before–post-entry closed shops – union fee laws for non-members – recruitment adverts – veiled discrimination – compliance – data protection limitations – immigration – language laws – salaries in job adverts – automated shortlisting – GDPR and automated decisions – automated testing – pre-employment screening

– criminal records – low-level disclosure – exception in finance sector – closed continental records philosophy – open records in Germany – criminal records and job licencing – pre-employment testing – testing job candidates – gender bias in non-verbal tests – personality tests – remuneration– asking salary history – cultural taboos – other subjects not to be raised at interview – restrictions– non-qualifying candidates – Germany: ‘previous work’ disqualification – post-complete clauses – trade secrets gagging orders – Dalits and AINU – recruitment agency – head hunting – operating licence – USA-DoL licencing – mandatory qualifications – fonds de commerce – regulated professions – EU roles – composition of an interview panel –gender and race balance – internal candidates – bias after interview – job quotas – not meeting quotas – company board quotas – the right to a reference – the ‘beneficial reference’ – refusal motivated by ‘malice’ – telephoning referees.

**Module 9: Anatomy of an employment contract** – What is an employment contract? – informal/formal economy – EU statement of employment particulars – US “At Will” employment – official form for contracts – collective/bargaining agreements – model contracts: Hong Kong & Cyprus – ‘fine tuning’ –contract language – third-party approval – official registration – prior approval of work rules – probationary periods – regulated/semi-regulated professions – qualifications clause – verifying credentials – mobile workers – Rome convention regulations – posted workers – tax and social security status – young workers and age limits – ILO conventions – atypical work – part-time worker grey areas – fixed-term to permanent contracts – agency workers – zero hours and “on call” contracts – the heart of the contract– accountabilities – medical checks and medi-care – employee fee obligations – contribution rates – working hours and place of work – working time limits – overtime premia and trigger point – classifying exempt workers – remuneration – salary period – hourly rates – indexation mechanism – special rates calculation – bonus terms and conditions – dangers of repeat bonuses – benefits-in-kind (BIK) – holiday leave – company policies – notification requirements – sick leave – sick pay - enhancements – differing durations – collective agreements – discrimination – company policy – comparative terms: temporary postings – enhanced protection – data protection – restrictive covenants – legality of agreements/clauses – right to waive non-compete clauses – non-solicitation clauses - confidentiality clauses – intellectual property clauses – whistleblowing – jurisdiction – making disclosures – inventions – different terms of hiring – default ownership of company –equity share incentive – differences: USA, UK, India – temporary lay-offs – government subsidies – termination – notice periods – fixed-term work rights to notice - years of service – gross misconduct – severance – legality of garden leave – ‘in lieu’ facility – retirement – early or staged retirement – earliest qualifying age/ pension – other contractual elements – security and integrity, third parties, variation of employment contracts, partial invalidity, applicable jurisdiction.

**Module 10: Freedom of movement and immigration** – A brief history of the passport – passports and visas today – general pre-entry visa requirement – e-visa – visa on entry – transit visa – visa-free agreements – regional free trade agreements – EU – CFTA – ASEAN – Trans Pacific Partnership – national quotas – examples of USA, UK, UAE, France and Italy – mutual recognition and parity of qualifications – UNESCO initiatives – degree standards – EU harmonisation policies – the EU free movement of workers – legal framework – free residence and employment of EU nationals – the EEA and Switzerland – longer stay permit – the Schengen agreement, area and visa – reintroduction of border controls – EU posted workers – definition and compliance with minimum terms – different country requirements – free movement: a myth – the EU Blue Card scheme – merit-based system – rights and benefits - different national requirements – further issues and requirements from around the world – intra-company transfers – pensions, taxation and social security – EU legal framework for pension schemes – double taxation agreements – social security agreements – expatriate agreements – special contractual arrangements – special benefits – long-term residence and nationality rights – EU/EEA nationals’ family members rights – travel security – EU: online screening of visa-free non-EU nationals – security screening in the USA – security during business travel.

**Module 11: Discrimination and harassment** – The roots of prejudice – a rational purpose for the dominant group – macho culture – pseudo criminal mentality – discrimination and the law – direct discrimination – indirect discrimination – multiple discrimination – equality and equal opportunities – equality before the law – equal pay for equal work – affirmative action – protected characteristics in focus – sex, sexual orientation and the LGBTI(I) community – EU legal framework – US Civil Rights Act – sexual harassment – EU, US and the #MeToo movement – religious beliefs – international human rights treaties – ECtHR and ECJ case law – burqa ban – the right to proselytize? – change of beliefs – religious and secular state – race and ethnic origin – origins of racial subjugation – state discrimination – major HR policy dilemma – nationality and xenophobia – immigration law – EU framework decision – Stop Soros – physical and mental disability – quota systems – rehabilitation – ADA – payments below minimum wage – age

Directive 78/2000 – lower severance payments – objective justification – ADEA – demographic time bomb – marital status – breadwinner principle – changing perceptions in the west – intolerance of unmarried state – sacrosanct “mother’s role”.

## Course Three

**Module 12: Working time** – Complex rules – historical developments – alternative arrangements – liberal regimes & exceptions – brief history of working time – dawn to dusk – industrial revolution – ILO convention no.1 – flexible working – time clocking – Fair Labor Standards Act – time sheets – standard working hours – EU directive – Hong Kong: no limitations – annual hours – Swedish innovation – less overtime at premium rates – shift work – shared production – shift patterns – clopening – overlapping shifts – night shifts – different time definitions – health effects – accidents at work – twilight shifts – swing shift – moonlighting – continental shifts – rotation system – statutory limitation – derogation – collective agreement – other rotating shifts – weekly cycle – oscillating shifts – foundry sector – offshore 14/14 – split shifts – hospitality sector – repeated daily travel – single time splits – time-off in lieu – relief and staggered shifts – high absence rates – extended shifts – “on call” relief systems – seniority – varying start/stop patterns – time banking – Robert Owen – Foregoing reward – Swedish minimal approach – tax-free element – on call-stand by atypical arrangements – distinctions – sleeping on the job – casual arrangement – zero hours – right to disconnect – culture of overwork – part-time work – principal variants – directive 97/81/ECC – term-time working – the UK phenomenon – flexitime – universal system – core working hours – mining sector – overtime – definition – when does overtime start? – exempt/non-exempt – Luxembourg vs India – does working time include commuting/work travel time? – commission – PBR/Piece work – tax take – flat-tax – posted workers – expatriates.

**Module 13: Leave arrangements** – Traditional societies – industrial revolution – rise of philanthropists - Bank Holiday Act – leisure society – company welfare officer – annual leave – statutory vs contractual – EU Directive poor implementation – holiday accrual – atypical workers – recording leave – public holidays – bank holidays v public holidays v feast days – local/national holidays – right of PT workers to take paid public holidays – public holidays at weekends – sick leave and pay – temporary disability – the problem of absenteeism – right to know – attendance bonuses – AWOL policy – sickness absence and annual leave – rescheduling annual leave – maternity leave and pay -purpose of leave and country examples – paternity leave and pay country examples – parental leave and pay country examples – adoption leave – other leave – sabbaticals – parental care- bereavement leave – marriage – grey economy – gig economy – declining unionisation – effects of mandatory arbitration – reduced workweeks – aging population.

**Module 14: Data privacy, data protection and the keeping of HR records** – privacy as a human right – the right to be left alone (USA) – ECHR – privacy v data protection – EU’s GDPR – material and territorial scope – data protection in the employment field – employer obligations – employee rights – consent & withdrawal – the right to be forgotten – data retention – data transfers – Brexit and data transfers – transfers from the USA: the Privacy Shield Programme – the internet – sensitive data and background checks – genetic and biometric data – health data and medical examinations – criminal records – background checks and employee records – workplace surveillance and monitoring – CCTV systems – digital communication – data supervision and breach reporting – national supervisory authority – employers’ obligation to report breaches – data protection officers – EU penalties – administrative fines – criminal sanctions – the GDPR’s effect outside Europe – emerging laws: India, Kenya and Egypt – revising the law: Thailand and Brazil – USA: California Consumer Privacy Act – China Personal Information Security Standards – Japan and UAE – globalisation – commercial vulnerability – consumer protection – FedEE Code.

**Module 15: Remuneration** – Coverage – definitions – exempt v non-exempt – pay determination – job evaluation – merit-based pay – reasons for litigation – remuneration rights – the right to be paid for work – the right to be paid for rest periods – late payment of wages – payroll deductions – the right to regulate pay – types of control – the minimum wage – the living wage – pay indexation – collectively agreed pay – anti-combination acts – combination of workman Act – the right to bargain – collective bargaining coverage – wage cartels – fixing the price of labour – state-backed cartels – EU legal challenges – USA DOJ wage-fixing ban – pay and business transfers – protection of rights – qualifying transfer – modifying remuneration – cross-border transfers – protection outside the EU – equal pay - salary history – country examples and inequality – performance appraisal, testing and pay – limitations – link between appraisal and pay – impact of GDPR – danger of retaliation – union attitudes – the Hewlett Packard case – additions and exceptions to pay – executive bonuses – SEC rules – increasing transparency – other bonus payments – unintended

obligations – mid and year-end payments – special payments – conditions payments – severance funds – welfare allowances – payments in kind and expense allowances – truck system – limitations – statutory v voluntary – special facilities – profit sharing – commuting allowances – medical benefits – pension schemes – inescapable pay equation – revolutionary surge effect – legal framework – the new order – emergence of “HR Law”.

**Module 16: Labour relations** – Natural polarity - Need to control - Concerns about externality - Redress the balance - Emergence of unions - War of independence - Compliance of members - Command of market - Seamen's boxes - Pre-entry closed shops - International rights - ILO 1919 - Declaration of Philadelphia - Right to organise - Protecting all representatives - Collective bargaining right - European convention - European Union - Article 153 (5) - National rights in China, Germany, India, Italy, Japan, Netherlands, UAE, UK - The Right to strike - Collective pressure - International conventions - Cultural differences in labour relations - Perception gap - The harsh realities - Decline in stoppages - Underhand tactics - Union corruption - Falling membership - Union alliances - Union wage premia - Substantial Premiums - Company size factor - Nonproductivity-related bonus - Other forms of employee representation – Paternalism - European Works Councils - National level bodies – Germany - Outside the EU/EEA - USA – lawfulness - Health and safety committees in United Kingdom, France, Japan, USA – Codetermination - Right to veto - Germany and Netherlands - Industrial democracy - Two-tier boards - Supervisory board - Management board - Mandatory in some countries – Conclusion - Struggle to adapt - Union autonomy - Public image - Employee engagement - Unions do raise pay rates - Need for legislative reform - Selling automation.

**Module 17: Termination** – Mutual termination - Fixed term - Compromise agreement - Loss of unemployment benefit – Unilateral Termination - Dismissal with cause - France: procedure – UK: valid reason - Netherlands: approval - Germany: notice periods - Japan: great caution - Gross misconduct – Justification - UK: no notice/unpaid wages - Faute grave & loured – Redundancy - Is it genuine? - Collective redundancy - Germany: last resort - Italy: 75-day wait - Japan consider alternatives - China & UAE: 30-days notice - Indonesia: no right - Firing at Will - No reason to dismiss - Avoid discrimination - Health insurance - Montana: no "at will" - Downside risks - Companies fail to assess – Resignation - Employer agreement - Action to preserve notice – AWOL - Constructive dismissal – Retirement - Fixed retirement age - ET Directive - Dutch v Irish law - Japan: post-retirement - Obligatory Dismissal - Ending of work permit - Loss of licence - Redeployment option? - Notice periods - Hand over duties - ILO Convention 158 - Set through CA - India: extended notice - UK: wrongful dismissal - Protective termination measures - Restrictive covenants - Elective clauses - Trade secrets - Bulgaria: unlawful clauses - Unfair Dismissal - Reasons and "manner" - Right to litigate - Burden of proof - Netherlands: approval prevents unfairness – Canada: Adjudicator - UAE: Arbitrary dismissal - Windows for claim submission – Compensation - Severance payments - California: damages - US states: double penalties – Reinstatement - USA: work injury - India: wrongful dismissal - Italy: Article 18 – Conclusion - Risks factored in - "No dismissal" countries - The end of work.

**Module 18: Tax and social security** – Introduction - Social Insurance Systems - Historical evolution of Social Insurance - English 'poor law' system - Compulsory sickness insurance - Compulsory old age insurance - Economic Security Act - Social security systems today - Federal and state laws (USA) - Central and province rates (China) - Totalisation agreements - The Japanese pension system - The British state pension - Individual systems (France, Denmark, Romania, Lithuania) - Pan-European pension schemes - Taxation systems - Tributes and Tithes - Church as well as state - Window tax - USA and Japan - Muslim tax system - Progressive income tax - Emergence of tax bands - Tax free allowance v minimum wage - Modern tax variants - Flat tax rate - New PAYE system in France - Income tax liability: residence vs citizenship - Tax liability in the UK: residence vs domicile - Corporation tax - Federal and local taxation - Worldwide vs territorial taxation - Tax havens - Special Tax Arrangements - Double taxation relief - Expatriate Tax Advantages - Cross-border workers.

## Course Four

**Module 19: Individual Short Project** – Course participants are required to complete an exercise examining the introduction of a significant, new legal requirement into their own organisation's policies, procedures and practices. This will require the completion of a proforma project assessment schedule

(PPAS). During 2019 this will be GDPR. The PPAS will be handled and held on file in the strictest confidence and not revealed to any party other than the course tutor and assessor(s).

**Module 20: Health and safety** – Why H&S Matters – Nonconformist origins – Robert Owen – Factory Act 1802 – Priestley v Fowler – Sectoral Acts – Liability and Compensation – Trade unions v nonunionised – Duty to consult – EU source of recent reforms – First legislation 1839 – Health and accident insurance – Dual system – Emphasis on insurance – Greater emphasis on prevention – ILO conventions – Early focus (working time) – Wide range of EU measures – Proposed Directives – ISO 45001 – Poor ILO record – Factories Act 1948 – Bhopal accident – No right to refuse tasks – 80% workers (grey economy) – Boycott of system – Child labour – Growth of contract labour – Slow to develop H&S – 1910 Railroad Act – 1970 Act – Union compromise – DOL agencies – Voluntary protection program – Extensive litigation – Mines Act 1905 – Health Insurance Act – Trade union law 1945 – ISH Law 1972 – Hazard ordinances – Consensus – Declining fatalities – Confucian values – Rule of law – 2002 Safety and Health laws – Emergency Management – High level of fatalities – Vulnerable occupations – Factory dormitories – Death from overwork – The Jiangsu Explosion – Mandatory training – Aptitude tests – Poor enforcement – False sign-off – Substance tests – Dismissal for drug use – Discipline for refusing tests – Grounds for testing (France) – USA (testing problematic) – Firearms and Second Amendment – Dismissal for smoking – Protection from passive smoking – Smoking bans (US State level) – Medical v Recreational use – Liberal laws (Canada) – How far can employer limit use? – Discrimination against medical users – Pre-employment checks – Regular examinations (China) – Hazardous processes (India) – Risks of infection (UAE) – FWC - examinations intrusive – Suncor v Unifor – HIV/AIDS Testing – Immigration requirements – US GINA 2008 – Proxy for race discrimination – UK Equality Act – Canada GN-DA 2017 – Neglected field – Incidence greater 40+ – Work pressure (cause) – Incidence greater (foreign workers) – Suicide (employer responsibility) – P-TSD (responsibility) – Coercive Psychiatry – Right to disconnect – Ending of sickleave – Reintegration of LT sick – Percentage disability – Safety signs – UAE (use of Arabic) – France (use of French) – UK legislation (criminal offence) – Negligence manslaughter – Labour Code (France) – Health and safety plan – New technologies (detection) – Proliferation of H&S jobs – H&S as strategic issue – Lasting duty of care.

**Module 21: Mergers and acquisitions** – Rhetoric and reality – Defining Mergers and Acquisitions (M&A) – Merger process – Acquisition process – Assets purchase implications – Reverse triangular merger – EU: Employee protection, information and consultation – The Acquired Rights Directive – Information and consultation – Territorial scope – ARD terminology – Date of transfer – Transfer of liabilities – Employee information and consultation – Codetermination rights – Who, what and when? – Italy: 15+ staff – Germany: 20+ staff – Collective agreements – Legal interpretation – The *Spijkers* case – The *Allen* case – M&A conditions explained – Right to vary terms and conditions – Prohibition of changes – *Daddy's Dance Hall* case – The *Telecom Italia* case – Contracting out – Compliance – Inadequate implementation – ARD and Brexit – The ETO loophole – ETO reasons in practice – International legal instruments – ILO Conventions – Practice outside the European Union – 'Fire and rehire' – Automatic transfers – Employee placement plans – Varying terms and conditions – Competition and Anti-trust – Penalties – Notification criteria – Anti-trust history: US vs EU – The German example – Types of enforcement – The Shares Transfer loophole – Non-application of ARD – "Only shares transfer" – "Business as usual" and gun jumping – Conclusion – Deals in numbers: US vs EU – M&A does not work – Real motives for change.

**Module 22: Court origins, ADR and cross-border law** – Introduction – Trial by ordeal – Combat and dueling – Judicial independence – Fight against corruption – Equity and common law – Litigation vs Alternative Dispute Resolution (ADR) – Litigation and jurisdiction – Specialised Courts – Grievance procedures – ADR: judicial vs non-judicial – Roots of ADR – Arbitration – Mediation – Conciliation – ADR trends in Europe and litigation procedures – European Union framework – ADR: voluntary vs mandatory – Council of Europe initiative – Collective disputes – Europe – specialised courts – US arbitration clauses – Quasi-arbitration – Sweden (mediation powers) – Conciliation – Arbeitsgerichte – Lengthy court proceedings – French Labour Courts – Civil procedure code – Conciliation/mediation phase – The litigation stage – ADR after court action has begun – Second first instance reference – Bias against employers/defendants – The Norwegian system – Labour court limitations – Dispute Resolution Boards – Limitation periods – State mediation – The United Kingdom – Dual track judicial system – County Court structure – Concurrent jurisdiction – ACAS early conciliation – Suspension of limitation period – EAT and Higher Courts – ADR in Asia – Hong Kong Labour Tribunal – Role of other Courts – Chinese voluntary system – Labour dispute committee – Appeals mechanism – Japan: Court types – Labour Standards Offices – The United States – Mandatory Arbitration Clause – Federal Arbitration Act – Epic Systems Case

– FAA v NLRA? – The Law at work – The External lawyer – Cross-border disputes in the European Union – Rome 1 Regulation – Brussels 1 Regulation – Denmark – 1980 Convention – ECJ Interpretation – Rome 1 – third country – Posted workers and cross-border rights – Directive 96/71/EC – Additional right over Rome 1 – Host Member State law – The Hague Convention of 1965 – Conclusion – ADR – not changing law – No punitive penalties – No public exposure – Gagging orders – Hiding other unlawful practices?

**Module 23: Soft Law: International Measures, Labour Clauses, Corporate Codes and Compliance** – Introduction – Common legal frameworks – The League of Nations – The International Labour Organisation – The United Nations – ILO Conventions – Wide range of Labour issues – Fundamental conventions – Ratification – International Court of Justice – Equity – Incorporation into "Common Law" – EU Directives and Regulations – Directives not soft law – European Court of Justice – Indirect effect – Importance to employers – The Council of Europe – Human Rights body – 47 Member States – European Convention – Trade Agreements – Labour standards: status – South Korea / EU – EU Trade Barrier Regulation (TBR) – NAFTA II – Trans-Pacific Partnership – Labour Standards and Supply Chain Requirements – Collective agreements – Sectoral mandatory application – Union Network International (UNI) – Supply chains – CSR, Codes of Conduct and Corporate Governance – Corporate Social Responsibility (CSR) – Ethical codes – Canada: CORE – India: 5000 Notices – Corporate governance – Professional Codes – Core professions – Use of professional titles – Non-statutory professions: HR – Professional indemnity – Conclusion – ADR + Soft Law – FedEE Codes – Stepping stone to hard law – Too much transparency? – The HR bubble – In step with Board concerns

**Module 24: The future of HR and its legal framework** – New types of work contracts – increasingly complex regulation – tightening privacy controls – wider scope of equal pay rules to all protected characteristics – universal arbitration – greater standardisation – compliance through specialized departments – impact of AI/automation (especially in service sector) – less, but individually more critical jobs – proliferation of gig economy – reduced working hours – union resurgence – rising social instability – evolving reward mechanisms – changing corporate power balance – downsized HR – neo-globalisation – internet segmentation – new workplace elites – demise of democracy – powerless underclass – the new leisured economy – demographic imbalances – pension for life – relative deprivation – Asian economic dominance – climate change – depopulation.

## Further Programme Details

**Course completion:** Assessment will be through multiple choice and open-ended questions. Each module will be worth a total of 50 points (except Module 19), with a per module pass mark of 22. For Module 19, the total marks will be 150 - so it will be worth the equivalent of three normal modules.

### Quality Control and Moderation

A quality control report will be written at the end of the course and submitted to the FedEE Board. We are also appointing a senior independent employment lawyer to act as an Moderator to review the programme material, teaching methods and feedback and they will be submitting their own report.

### Outcome

Those passing the programme shall be able to use the designation 'QP-HR Counsel' (Qualified Professional Human Resource Counsel) after their name or the job title 'HR Counsel<sup>®</sup>'. The full designation of the professional qualification is protected by an exclusive EU trademark, and trademark applications for other geographical areas are in process. Those passing all modules to a high standard will be awarded the Diploma with Merit.

## Timetable

Those signing up to the programme may commence at any time during the year, but must normally complete the entire programme within 18 months.

## Principal course tutors

**Robin Chater:** Founder and Secretary-General of the Federation of International Employers (FedEE). He is a graduate of Leeds and Lancaster Universities, MCIPD, Fellow of the Royal Statistical Society, FInstPa and a QTS under the UK Teacher Regulation Agency. For ten years he was an Advisor to the European Commission on discrimination law and equal opportunities and his labour law and relations experience has embraced post-graduate studies at LSE, writing for a leading industrial relations journal, advising corporate clients on class action law claims, being an expert for the UN's ESWP, acting as a union-management mediator, undertaking works council training, drafting and reviewing employment contracts and HR policies, Chairing job evaluation and remuneration committees, and drawing up a statutory code of practice. He has written and edited several published books – including "Incomes Policy" (OUP) and two on data protection and privacy, penned numerous articles, produced two films and appeared frequently in the press and on the media. Before establishing FedEE in 1988 he worked for leading management consultants HAY (now Korn Ferry) and Arthur D Little and was Head of Practice for Robotics and Process Development at the R&D company CCL on the Cambridge Science Park. He has since continued to advise major companies around the World up to CEO and Chairman level.

**Nicoletta Heracleous:** Legal counsel at FedEE. She is a both qualified barrister and a qualified linguist. Nicoletta has a European studies and modern languages degree in English and French and an LLB from the University of Cyprus. She has also studied at Université de Liège, Belgique and worked as an underwriter at an insurance company and for a government law office.

## Programme Fees

**The fee for completion of the course is €2995. FedEE Members will enjoy 25% discount. No VAT is payable, provided that the participant resides and works outside Cyprus where our administrative centre is based.**

Fees are inclusive of all tuition, assessment, a study pack (mailed to participants) and personal tutor time. To make a booking for multiple participants please email the Course Administrator on [Academy@fedee.com](mailto:Academy@fedee.com).

## Payment

The course fees will be subject to the terms and conditions for the programme. They should be paid one week before commencing the programme.

## Course booking



To book a place for programme please go to the [online booking form](#), complete it and forward it back to the FedEE Academy Office.

Alternatively, please call our programme administration on:

(+44) (0) 203 608 4412 (London, UK)	(001)-85730 22256 (Boston, USA)
(+61) 1800 874 940 (Freephone) (Australia)	(00357) 22256381 (Nicosia, Cyprus)
(0086) 1087833218 (Beijing, China)	(0081) 112066814 (Saporro, Japan)

Or directly email FedEE's Senior Corporate Counsel at [Academy@fedee.com](mailto:Academy@fedee.com).

## The small print – terms and conditions

Please read these before booking any place(s) on the programme. The following clauses should be read in conjunction with The Federation of International Employer's (FedEE Global's) [Membership Terms and Conditions](#).

This is an agreement between yourself (hereinafter the purchaser) and FedEE Corporate Services Limited (hereinafter called FedEE) on behalf of the Federation of International Employers (FedEE Global), Adam House, 7–10 Adam Street, The Strand, London WC2N 6AA, UK (hereinafter called FedEE) for your purchase of a multijurisdictional employment law programme together with training materials, online facilities and tutor assistance. The person actually undertaking the programme shall be referred to as the participant, whether or not they have directly purchased admission to the programme.

By purchasing the programme online the purchaser and the participant are jointly or severally undertaking and agreeing to comply with all these terms. Rights to participate in this programme are not transferrable and those undertaking it must respect its author's intellectual property rights. If this purchase has been made in error then FedEE should be notified as soon as possible – and in any case – within three (3) working days of the booking – through the email address [Academy@fedee.com](mailto:Academy@fedee.com). If within 5 working days of commencing the programme it is necessary to terminate participation in it for any reason the course fee paid will be refunded in full, minus a 20% administration charge.

### 1. PROGRAMME DESCRIPTION

The programme shall be undertaken on a distance learning basis in the participant's own time and according to their own timetable. The entire programme must normally be completed within 18 months of its commencement. Upon successful completion of the programme participants shall be awarded an Advanced Diploma in Multijurisdictional Employment Law, be able to use credential 'QP-HR Counsel® (Qualified Professional Human Resource Counsel)', and the job title designation of HR Counsel®. Please note that we reserve the right to change the Programme syllabus content at any time and without notice. We also offer certain special concessions that are outwith the strict terms of the programme.

### 2. YOUR PURCHASE

The purchaser is obtaining the right of one participant to undertake the programme. The purchaser confirms that the participant holds a good honours degree or equivalent and has 3 years or more experience in an HR role.

### 3. THE LICENCE

Each participant may use the training materials and receive all training – provided they do so on an individual basis and do not share or copy materials or share training with any other individual(s). No material may be downloaded for any other purpose.

Neither the Purchaser nor participant shall rent, lease, sell, sub-licence, loan, translate, merge, donate, adapt, vary or in any way modify the training materials or associated documentation.

### 4. YOUR EQUIPMENT

In order to undertake this programme it will be necessary to have a fully functioning computer, laptop or tablet with a sound facility and stable broadband internet connection (operating to a secure ISP). Although visible on a mobile smartphone it will not be appropriate to base completion of the course purely on that device. We advise the use of Chrome, Firefox or Safari browser to undertake this programme.

### 5. DISABILITY

Every effort shall be made to accommodate those with physical and/or mental disabilities. However, unfortunately, because of the nature of the distance learning approach, this programme will not be appropriate for the visually or aurally impaired. Certain technical solutions may exist to overcome communication difficulties, but these will be the responsibility of the participant.

## 6. CONFIDENTIALITY AND DATA PRIVACY

Participants shall maintain the integrity and owner's copyright of all programme materials. They shall not publish project material outside their organisation without prior notification to, and clearance in writing from, FedEE and shall not draw on the course for the purposes of transferring know-how to other parties – except by way of guidance, advice and the application of research techniques.

FedEE and its Academy shall protect the personal data provided to it by each participant and not reveal it to any third party. All submission of work for assessment shall be through the [FedEE Academy website \(https://fedeeacademy.com/\)](https://fedeeacademy.com/). Before commencing this programme each participant will be given the name and contact details for their personal course tutor.

Once the programme has been completed certain necessary details will be held on record by the FedEE Academy in order to verify the legitimacy of the qualification gained. We shall also hold the name, organisation and dates relevant to those not completing or failing the course. It is a requirement for completing this course that FedEE and/or the FedEE Academy may confirm or otherwise the existence of the qualification claimed when approached by bone fide enquirers. We will not provide any further details than to confirm the qualification was, or was not, awarded, its date and – if awarded with merit – to also confirm that fact. Details of The Federation of International Employers /FedEE's data protection compliance terms under the GDPR are set out in its membership terms and conditions (<https://www.fedee.com> – see above).

## 7. LIABILITY

No liability shall exist whatsoever by The Federation of International Employers or FedEE Corporate Services Limited for the wellbeing or interests of programme participants. This includes physical and mental risks, loss of income or possessions, virus contamination in computer systems, interception by state or other bodies, loss of goodwill, infringement of third-party intellectual property rights, business interruption, loss or corruption of data, damage arising from a tort, use of VPN systems in certain jurisdictions, libel or any criminal acts by staff in the participant's organisation or any intermediaries. Notwithstanding these provisos, the maximum compensation that shall be paid shall be €1450. The purchaser and/or participant indemnifies The Federation of International Employers and FedEE Corporate Services Limited for any costs or losses suffered or incurred due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions arising or due to completion of this course. No conditions, warranties, representations or other terms, express or implied shall be binding on either party in connection with this course.

All disputes in respect to this contract shall be handled through the disputes resolution mechanism laid down in the Federation of International Employer's Membership Terms and Conditions (see above). Liability in respect to such actions shall lie with the Federation of International alone and not in respect to any of its affiliates, representatives or their individual staff.

## 8. PAYMENT

Payment may be made either by the use of an authorised credit or debit card or by bank transfer. These shall be subject to an invoice transmitted in electronic form. A receipted invoice shall be sent to purchasers within 7 working days of payment. No VAT is payable for this course – unless the purchaser or participant is based in Cyprus (where our administration is undertaken).

Invoices should be settled within 31 days of being despatched to the purchaser or participant. The deadline for payment is one week before commencement of the programme. FedEE reserves the right to charge interest on unsettled invoices at a rate of 2% pcm after the initial 35-day credit period. We also reserve the right to discontinue course participation if payments are more than 60 days overdue. If data is supplied by purchasers or participants in error then we may adjust the fee upwards or downwards as appropriate. All fees will be charged in euros.

### **Bank details for all payments and transfers are as follows:**

Recipient: FedEE Corporate Services Limited  
Address: Suite 201, 46 Athinou Street, Agios Dometios, Nicosia 2363 Cyprus

Bank and address: Eurobank Cyprus, 41 Arch Makarios 111 Avenue, Nicosia, Cyprus.  
IBAN number: CY49 0180 0008 0000 2001 0030 5027  
Swift Code: ERBKCY2N

FedEE CSL VAT number: CY10356183Y

## CORRESPONDENCE ADDRESS, EMAIL AND TELEPHONE

**All postal correspondence should be sent to: The Course Administrator, The Federation of International Employers (FedEE Global), Adam House, 7-10 Adam Street, The Strand, London WC2N 6AA, United Kingdom.**

Further details may be obtained by emailing [academy@fedee.com](mailto:academy@fedee.com) or by telephoning (+44) (0) 203 608 4412/(+00357) 22256381.

## **9. TERMINATION**

FedEE may terminate programme participation if these terms are seriously infringed and not remedied within 15 days after our giving due notice to the purchaser and participant or if the purchaser or participant or their organisation files for bankruptcy or insolvency. Upon termination, all outstanding sums due must be paid and course materials destroyed.

## **10. MERGERS OR TAKEOVERS**

The right to continue undertaking this programme or payments due shall be unaffected by any form of business transfer. However, it shall be conditional on the purchaser or participant informing FedEE of the change in ownership within 45 days of it taking place and the newly formed organisation continuing membership of the Federation of Internal Employers when it falls due.

## **11. CONTINGENT EVENTS**

Liability shall not exist for any events outside FedEE's control that prevents it from completing the conduct of the programme. In the event of force majeure the programme shall be suspended and an extension arranged for its completion.

## **12. WAIVER OF RIGHTS**

No waiver shall exist because we fail in any way not to enforce conditions set out in these terms and conditions.

## **13. GENERAL TERMS**

All notification by either party shall only have legal effect if in writing and, in the absence of any other specified period, at least five working days' notice shall be necessary. If any part of these terms and conditions shall be in error, out of date or not enforceable all other parts of agreement shall be unaffected.

These terms are subject to the laws of Cyprus and the courts of Cyprus unless otherwise agreed in writing by both parties. This service is also provided within the terms of applicable EU regulations governing business-to-business transactions.

## **14. DATA PROTECTION**

All personal data obtained and maintained by FedEE in connection with the undertaking of this programme shall be held securely and be subject to the terms of the EU's General Data Protection Regulations (GDPR). Details of The Federation of International Employers /FedEE's data protection compliance terms under the GDPR are set out in its membership terms and conditions (<https://www.fedee.com>) No personal data shall be revealed to third parties other than confirmation of the holding of the qualification as outlined above – unless they have a statutory right to access the data. If individual participants wish to gain access to their personal data file they may do so under the Regulations by making a request via [academy@fedee.com](mailto:academy@fedee.com).

We reserve the right to revise and amend these terms and conditions without prior notice and from time to time.