



Hiring and Restructurings in the Nordic Region

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Thomas Griebe

Thomas is a founding partner of vangard, an employment law boutique with offices in Hamburg, Berlin, Düsseldorf and Munich. Thomas is a member of the American Bar Association (ABA), The International Bar Association (IBA) and the European Employment Lawyers Association (EELA) and past-Chair of the International Employment Law Committee of the American Bar Association.

Thomas is recommended by Chambers Europe, Legal 500, Who is Who Legal, Best Lawyers and other rankings in the area of employment.

Anders Etgen Reitz

Anders heads the HR Legal practice of IUNO.

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Part 1: Recruitment and hiring in the Nordic region

1. Alternative employment and hiring models
 - Part time, fixed term, agency workers, self-employed workers, etc.
2. Recruitment and hiring process
 - Job advertisements
 - Collection of information, including job applications
 - Job interviews
 - Selection of candidates
3. Regulating the employment
 - The employment contract
 - Restrictions and possibilities for individual terms and conditions

Alternative employment and hiring models

The Employment Contract - Employment types

How is the concept of employee defined in your country? Which employees are covered by mandatory protections? What are the alternatives to permanent employment and are there any restrictions?

Recruitment and hiring process

The recruitment process

Are there any legal restrictions during the recruitment process (job advertisement, testing, interviews, selection process)?

Tests, references and background checks

Are there any limitations in connection with the employers efforts to collect information from others than the employee (test results, Facebook and Google searches, references, etc.)?

Regulating the employment

The Employment Contract - Choosing the format

Are there any special considerations when choosing the format for the employment document?

The Employment Contract - Minimum requirements

What are the minimum requirements for an employment contract in your country?

	Denmark	Finland	Norway	Sweden	Germany
Name and addresses	Yes	Yes	Yes	Yes	Yes
Work place	Yes	Yes	Yes	Yes	Yes
Title or job description	Yes	Yes	Yes	Yes	Yes
Commencement date	Yes	Yes	Yes	Yes	Yes
End date, if any	Yes	Yes	Yes	Yes	Yes
Holidays	Yes	Yes	Yes	Yes	Yes
Notice periods	Yes	Yes	Yes	Yes	Yes
Remuneration	Yes	Yes	Yes	Yes	Yes
Normal working day or week, lunch break	Yes	Yes	Yes	Yes	Yes
Probation period		No		No	No
		Yes		Yes	Yes
Collective agreements	Yes	Yes	Yes	Yes	Yes

The Employment Contract – Collective agreement

Are there a particular considerations when drafting the sections on collective agreement?

The Employment Contract - Remuneration

*Are there a particular considerations when drafting the section on remuneration?
(minimum wages, regulating wages, etc.)*

The Employment Contract - Employment benefits

Are there any employment benefits which should be considered for tax reasons?

	Denmark	Finland	Norway	Sweden	Germany
Company car	Yes	Yes	Yes	Yes	Yes
Cell phone	Yes	Yes	Yes	Yes/No	Yes
Internet connection	Yes	No	Yes	Yes/no	Yes
Paid lunch	Yes	Yes	Yes	Yes	Yes
Education	Yes	Seldom	Yes	Yes/No	Yes
Pension	Yes	Yes	Yes	Yes	Yes
Stock options	Yes	Yes	Yes	Yes	Yes
Train tickets	Yes	Yes	No	Yes	Yes
Newspapers	Yes	Often	No	Yes	No
Health care	Yes	Seldom	Yes	Yes	Yes

The Employment Contract – Trial period

Is it possible to agree on a trial period, and if so how long can it be?

The Employment Contract – Retirement

*Is it possible to agree on a retirement age,
and if so how long can it be?*

Part 2: Restructurings in the Nordic region

1. Reorganizing the workforce
 - Changing terms and conditions
 - Protected groups
 - Moving positions
 - Changing benefit

2. Layoffs
 - Selection of employees
 - Notice and trial periods
 - Severance pay
 - Information and consultation
 - Mass redundancies
 - Protected groups

3. Summarizing

Reorganizing the workforce

Changing terms and conditions

Can the Company unilaterally change terms and conditions for the current employees?

Changing terms and conditions (cont.)

What constitute material terms and conditions?

	Denmark	Finland	Norway	Sweden	Germany
Salary	Yes	Yes	Yes	Yes	Yes
Work place	Maybe	Maybe	Maybe	Maybe	Maybe
Working hours	Yes	Often	Maybe	Yes Mabye	Yes
Bonus	Yes	Hardly	Maybe	Maybe	Maybe
Incentive plan	Yes	Hardly	Maybe	Maybe	Maybe
Holidays	Yes	Yes	Yes	Yes	Yes
Free coffee	Maybe	No	No	No	No
Christmas party	No	No	No	No	No
Responsibility	Maybe	Maybe	Maybe	Maybe	Maybe
Pension schemes	Yes	Maybe	Maybe	Maybe	Maybe

Changing terms and conditions (cont.)

*What are the notice requirements, if any
(absent a collective agreement)?*

Protected groups

Can protected groups be part of the reorganization?

Moving positions within the region

*Is the Company obliged to offer an employee the same position when moved to another country within the Nordic region ?
May the employee refuse to move ? Does it make a difference, if all the employees are employed in the same legal entity ?*

Layoffs

Layoffs

In the following we will consider the legal differences in terminating individuals in the region. Hereafter we will focus on so-called mass redundancies.

Issues to be considered:

1. Selection of employees
2. Notice periods
3. Severance pay
4. Information to authorities
5. Information to unions, works councils, etc.
6. Mass redundancies
7. Protected groups

Selection of employees

What criteria may/must the Company use, absent a collective agreement, when selecting which employees to terminate (provided it is not deemed to be discrimination)?

Selection of employees (cont.)

Is the Company required to consult with the employee representative before adopting the criteria for selection of employees?

Selection of employees (cont.)

Is the Company permitted to move an existing employee into a position that has become vacant due to redundancy terminations?

Selection of employees (cont.)

Is the Company obliged to offer vacant positions to terminated employees following redundancy layoffs?

Notice periods (first consultation – timeline – steps)

What are the minimum notice periods that the company must give in a redundancy situation ?

Severance pay

Is the Company required to pay any statutory compensation to the employees in addition to the salary in the notice period (absent collective and individual agreements)?

Information to authorities

Does the Company have to inform any authorities of the termination?

Information to unions, works councils, employee representatives

Do the Company have to inform the works council, employee representatives or any unions of the termination?

Mass redundancies

What is the minimum number of termination, which may deem the terminations to be considered as mass redundancies ?

Mass redundancies (cont.)

Is there an additional duty to inform or consult the employees?

Mass redundancies (cont.)

Is there any deadlines that must be followed in connection with the consultations?

Protected groups

Which groups are protected against termination in case of redundancies?

	Denmark	Finland	Norway	Sweden	Germany
Pregnant	Yes	Partly	Yes	No	Yes
Paternity leave	Yes	Yes	delayed notice	delayed notice	Yes
Maternity leave	Yes	Yes	delayed notice	delayed notice	Yes
Shop steward	Yes	Yes	No	Yes	Yes
Safety officer	Yes	Yes	No	No	No
Sick leave	No	No	Yes	No	No
Old/long seniority	Yes	Slightly	No	Yes (LIFO)	No
Board members	Yes	No	No	No	No
Disability, gender	Yes	Slightly	No	Yes	Yes

Protected groups (cont.)

Is it possible to terminate an employee during leave or sickness?

Protected groups (cont.)

Can any of the protected groups claim reinstatement?

Summarizing

Summarizing

What are the key issues to take away?



Anders Etgen Reitz

Anders is partner and leads the HR Legal team.

Anders is recognized as one of Denmark's leading employment lawyers. He is a specialist in international employment law and advises leading multinationals on conducting business in the Nordic region and around the globe.

Anders has acted in numerous cases regarding incentive and stock option plans, restrictive covenant infringements, cross-border transactions, mergers, restructurings, immigration issues and data protection.

He advises clients from a broad range of industrial sectors, including, inter alia, information technology, consultancy, transport, financial services, telecommunications, life science and media.



Dr. Thomas Griebe

Thomas formed his own employment law boutique vanguard in Hamburg in September of 2012. Previously he was an Equity Partner and International Head of Employment & Pensions at Taylor Wessing. He advises national and international clients on all questions of employment law.

Beside this Thomas is focussed on restructurings, outsourcing, transactions, transfer of undertaking and post-merger integration issues and data protection issues. He advises many US and other international clients.

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