

Stay up to date with us

With our Employment Tracker we regularly look into the "future of labour law" for you! At the beginning of each month we present the most important decisions expected for the month from the Federal Labour Court (BAG) and the European Court of Justice (ECJ) as well as other courts. We report on the results in the issue of the following month. In addition, we point out upcoming milestones in legislative initiatives by politicians, so that you know today what you can expect tomorrow.

Upcoming decisions

With the following overview of upcoming decisions in the following month, you will be informed in advance about which legal issues will be decided shortly and what consequences this may have for legal practice!

Subject	Date/AZ	Remark/ note for the practice
Federal Labour Court		
Claim for compensation under the German General Equal Treatment Act (AGG) Discrimination due to a disability Applicability of the right of complaint according to Section 13 (1) AGG for applicants	25.11.2021 - 8 AZR 313/20 -	It is in dispute whether the plaintiff is entitled to compensation pursuant to Sec. 15 (2) AGG due to discrimination on the basis of his severely disabled status. The severely disabled plaintiff applied in November 2017 for a job offer of the defendant district for a position as "Head of the Legal and Municipal Office". The job advertisement stated, among other things, the following requirements: <ul style="list-style-type: none">• Completed advanced academic university studies (Master's degree or equivalent) in the field of law or Second State Examination in Law (fully qualified lawyer).• several years of relevant professional experience• Extensive legal knowledge in the areas of responsibility, in particular in the field of municipal double-entry accounting

		<ul style="list-style-type: none"> • several years of relevant management experience, preferably in a comparable management position with regard to management span and scope of duties in the municipal sector <p>The plaintiff was not invited to an interview by the defendant district. Instead, the plaintiff was informed that the position had been filled elsewhere.</p> <p>Thereupon, the plaintiff turned to the defendant district under the subject "Complaint according to Sec. 13 AGG and claim for compensation according to Sec. 15 (2) AGG". He complained that he had not been considered as a severely disabled person in the preliminary procedure of the application procedure. Additionally he asserted unsuccessfully a claim for damages in accordance with Sec. 15 (2) AGG.</p> <p>The plaintiff is now asserting the requested claim for compensation together with interest in court. Because the defendant district did not invite him to an interview, the district discriminated against him because of his severe disability.</p> <p>In contrast, the defendant county is of the opinion that it was not obligated to invite the plaintiff to an interview because he was obviously professionally unsuitable. The plaintiff passed the second state law examination in December 2016. Since then, he has been running a law firm.</p> <p>Furthermore, the defendant district claims that the non-response to a possible complaint of the plaintiff pursuant to Sec.13 AGG does not constitute an indication of discrimination. That follows alone from the fact that Sec. 13 AGG is not applicable to rejected applicants.</p> <p>The lower courts decided that the plaintiff is not entitled to the compensation claim asserted. The Federal Labor Court must now decide whether the plaintiff is entitled to compensation after all.</p>
<p>Reduction of vacation entitlement due to short-time work permissible?</p>	<p>30.11.2021 - 9 AZR 225/21 -</p>	<p>The Federal Labor Court decides whether the vacation entitlement may be reduced in the event of short-time work "zero".</p>

		<p>Due to the COVID-19 pandemic, the defendant employer agreed with the plaintiff to introduce short-time work "zero". Initially, the defendant granted the plaintiff residual leave from previous years. In the following months, the plaintiff did not work for entire months in some cases due to the short-time work introduced. As a result, the defendant reduced the plaintiff's vacation entitlement.</p> <p>The plaintiff is contesting this in her action. She is of the opinion that short-time working cannot lead to a reduction of her vacation entitlement and that she is therefore entitled to an unreduced vacation entitlement. There is no legal basis for reducing the vacation entitlement.</p> <p>The defendant, on the other hand, is of the opinion that a reduction of 1/12 is to be made for each full month of short-time work. Since there is no obligation to work during the short-time work due to the suspended performance obligations, no vacation entitlements arise.</p> <p>Both the Labor Court and the Düsseldorf Regional Labor Court upheld the defendant and consequently dismissed the action. The plaintiff is pursuing her claim on appeal to the Federal Labor Court.</p>
<p>Federal Social Court</p>		
<p>Entitlement of the Management Board of a Stock Corporation to Insolvency Benefits</p> <p>Employee status of an Executive Board member</p>	<p>03.11.2021</p> <p>- BV 11 AL 4/20 R -</p>	<p>The question in dispute is whether the plaintiff is entitled to insolvency benefits despite his capacity as a member of the management board of a stock corporation (known in Germany as an AG).</p> <p>The plaintiff initially worked for the AG as an employee and was later appointed to the management board. Approximately 1 ½ years after he left the management board, insolvency proceedings were opened against the assets of the AG.</p> <p>The plaintiff's application for insolvency benefits was rejected by the Federal Employment Agency. The reason given for the rejection was that the plaintiff did not qualify as an employee because as a member of the Executive Board he held a position similar to that of an entrepreneur.</p>

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		<p>The lower courts ruled in favor of the plaintiff and awarded him the insolvency benefits he sought. Both the Regensburg Social Court and the Bavarian State Social Court were of the opinion that the plaintiff should be regarded as an employee. The fact that the plaintiff was appointed to the Board of Management of the AG was not decisive, because he did not actually hold this position. Rather, he was bound by instructions. Accordingly, the contract underlying the internal relationship was to be qualified as an employment contract. In its appeal, the Federal Employment Agency seeks to have the rulings of the lower courts set aside.</p>
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Recent decisions

With the following overview of current decisions of the past month, you are informed which legal issues have been decided recently and what impact this may have on legal practice!

Subject	Date/AZ	Remark/ note for the practice
Federal Labour Court		
Entitlement to remuneration during a business closure due to an official order because of the Corona pandemic	13.10.2021 - 5 AZR 211/21 -	If the employer has to temporarily close its business due to a government-imposed general "lock-down" to combat the Corona pandemic, the employer does not bear the risk of loss of work and is not obligated to pay compensation to the employees under the aspect of default of acceptance. <u>Facts</u> The Federal Labor Court had to decide whether employees are entitled to remuneration without work during a period in which the store is closed due to official orders because of the Corona pandemic. The plaintiff works as a marginal sales employee in a branch of the defendant. In the month of April 2020, the Defendant's store was closed due to a general order issued by the City because of the Corona pandemic. Therefore, the Defendant informed the Plaintiff that she did not need to show up for work for the month of April. Accordingly, the plaintiff did not receive any wage payments for the month in question. The plaintiff is therefore asserting a claim for compensation on the basis of default in acceptance. She is of the opinion that the closure of the branch due to an official order because of the Corona pandemic is an operating risk which the defendant as employer has to bear.

		<p>The lower courts ruled in favor of the plaintiff and ordered the employer to pay the agreed remuneration. The reason given for this was that the closure of the plant due to an official order was also part of the operational risk which the employer had to bear.</p> <p><u>The decision of the Federal Labor Court</u></p> <p>The Federal Labor Court ruled in favor of the defendant employer. Accordingly, the plaintiff is not entitled to continued payment of remuneration for the month of April 2020 under the aspect of default of acceptance.</p> <p>The Federal Labor Court based its decision on the fact that the employer does not bear the risk of loss of work if - as in this case - a "lockdown" has been imposed by official order in a federal state in order to protect the population from severe and fatal courses of disease as a result of coronavirus infections. In such a case, an operational risk inherent in a particular operation is not realized. Rather, the inability to perform work is the result of a sovereign intervention to combat a risk situation. Accordingly, the employer has no obligation to pay.</p>
<p>Claim of the trade union against the employer for the implementation of a collective agreement on the remuneration of employee-like employees</p>	<p>13.10.2021 - 4 AZR 403/20 -</p>	<p>A trade union has a claim under the law of obligations against an employer for the implementation of a collective agreement concluded between them. The claim for implementation can be asserted by an action for performance and is limited to the members of the union employed by the employer. This can be taken into account in the claim by an abstract limitation to "the members", whose naming is not required.</p> <p><u>Facts</u></p> <p>At issue was whether the defendant radio and television station was allowed to compensate its employees according to a flat shift fee, although the relevant implementation agreement to the collective bargaining agreement generally provides for compensation according to activities. In this regard, the plaintiff union asserts a claim for implementation of the collective bargaining agreement for all employees working for the</p>

defendant, or alternatively only for those who are union members, because it is of the opinion that the defendant violates the collective bargaining system through the flat-rate remuneration.

The parties have concluded several in-house collective agreements, among others, on the remuneration of persons similar to employees in accordance with so-called fee frameworks in the area of television and radio. Since December 2016, the defendant has no longer compensated quasi-employees working for it as "lump-sum daily reporters" according to special so-called fee codes, but according to daily lump sums provided for in the fee frameworks under the heading "other cooperation".

The lower courts dismissed the action. The Munich Regional Labor Court held that the action was inadmissible. Firstly, there was no interest worth protecting in the application of the collective agreement irrespective of the collective agreement coverage of the individual employees. Secondly, the auxiliary claims were inadmissible for lack of sufficient specificity, as the unionized employees were not named.

The Federal Labor Court has now ruled on the claim asserted for implementation of the collective agreement and in particular on the admissibility of the motions filed.

The decision of the Federal Labor Court

The Federal Labor Court partially upheld the plaintiff union.

The Federal Labor Court ruled that the defendant had breached its obligation to implement the collective agreement vis-à-vis the plaintiff union. The compensation of the daily reporters had to be paid primarily in accordance with the special fee codes.

Contrary to the opinion of the Regional Labor Court, it was not necessary for the admissibility of the claim limited to the union members to name them already in the cognizance proceedings, according to the Federal Labor Court.

		<p>However, the claim for implementation of the collective bargaining agreement was limited to the employees bound by the collective bargaining agreement. Insofar as the plaintiff trade union also demanded implementation with regard to persons similar to employees who were not bound by the collective agreement, the action was unfounded and the appeal was therefore rejected.</p>
<p>Do insurance premiums on a life insurance policy (direct insurance) payable by way of salary conversion constitute attachable earned income?</p>	<p>14.10.2021 - 8 AZR 96/20 -</p>	<p>Insurance premiums on a life insurance policy (direct insurance) to be paid by way of salary conversion are in principle not attachable earned income within the meaning of Section 850 (2) of the German Code of Civil Procedure (ZPO).</p> <p><u>Facts</u></p> <p>The Federal Labor Court had to decide whether the insurance premiums on a life insurance policy (direct insurance) to be paid by the defendant employer following an agreed salary conversion constituted attachable income of the employee concerned.</p> <p>The creditor and ex-husband of the employee (= debtor) initiated the garnishment of the income. The corresponding garnishment and transfer order was served on the employee. Thereafter, the employee agreed with the defendant employer on a salary conversion for the conclusion of a company pension plan in the form of a direct insurance.</p> <p>The plaintiff, the employee's ex-husband, is of the opinion that the salary conversion carried out after service of the garnishment and transfer order cannot reduce the employee's garnishable income to his detriment. Rather, there was a deliberate intent to harm because the employee only decided to arrange an additional pension in view of the garnishment of her income. Accordingly, he demanded that the defendant employer make back payments for the amounts not transferred to him.</p> <p>The Labor Court dismissed the claim. The Munich Regional Labor Court, on the other hand, is of the opinion that the contributions to the direct insurance do not reduce the debtor's attachable income. Accordingly, the Munich Regional Labor Court partially upheld the husband's claim.</p>

		<p><u>The decision of the Federal Labor Court</u></p> <p>The Federal Labor Court has ruled that the amount of employment income which the employer uses for the employee's company pension scheme by means of deferred compensation does not in principle constitute attachable income within the meaning of Section 850 (2) of the German Code of Civil Procedure (ZPO). Accordingly, the Federal Labor Court ruled in favor of the defendant.</p> <p>The fact that the deferred compensation agreement was not concluded until after the garnishment and transfer order had been served did not change this, at least in the present case, because the defendant in dispute had made use of her right to occupational pension provision through deferred compensation with the deferred compensation agreement.</p>
<p>Entitlement to Overtime Pay for Part-Time Employees</p> <p>Discrimination against part-time employees in case of non-granting of overtime pay?</p>	<p>15.10.2021</p> <p>- 6 AZR 96/20 -</p>	<p>The public sector collective agreement for the hospital service sector (TVöD-K) contains separate provisions for compensatory time off and remuneration for unscheduled overtime for part-time employees, which differ so much from the provisions for full-time employees that there is no longer any comparability. With this differentiation, the parties to the collective bargaining agreement have not exceeded their leeway guaranteed by Article 9 (3) of the Basic Law. Therefore, the regulations applicable to part-time employees do not discriminate against them and are effective. The special provision in Section 7 (8) lit. c) TVöD-K, which applies to both full-time and part-time employees, on the accrual of overtime for employees who work alternating shifts or shiftwork, violates the requirement of clarity and is therefore invalid.</p> <p><u>Facts</u></p> <p>The Federal Labor Court had to decide on the question of whether the plaintiff, as a part-time employee, is entitled to overtime pay for so-called planned and unplanned overtime on the basis of the TVöD-K. The plaintiff is employed as a nurse on a part-time basis.</p>

The plaintiff is employed as a part-time nurse by the defendant. The parties' employment relationship is governed by the collective agreement of the public service sector for hospitals (TvöD-K). This agreement stipulates, among other things, that overtime bonuses are granted.

The plaintiff worked both unplanned and planned overtime. These working hours were remunerated without overtime pay. With regard to the planned overtime, the plaintiff performed more than the contractually owed work in each case, but still fell short of the working hours of a full-time employee.

The plaintiff is seeking overtime pay for both the unplanned and the planned overtime. She relies in particular on a ruling of the Federal Labor Court of March 23, 2017 (Ref.: 6 AZR 161/16). The Federal Labor Court had ruled that employees working part-time were already entitled to overtime bonuses within the meaning of the collective agreement standard if they worked overtime in excess of their part-time quota, even if this did not exceed the regular working hours of a full-time employee. Any other interpretation would violate the prohibition of part-time discrimination set forth in Sec. 4 (1) TzBfG.

The Nuremberg Regional Labor Court, as the lower court, awarded the plaintiff overtime for part of the unplanned overtime claimed. With regard to the planned overtime, the Regional Labor Court rejected the claims for overtime pay on the grounds that the ruling relied on by the plaintiff did not apply to planned overtime. In the case of planned overtime, different treatment of full-time and part-time employees is justified because the supplement is intended to compensate for special burdens that arise when the collectively agreed working hours are exceeded.

The decision of the Federal Labor Court

According to the Federal Labor Court, the plaintiff is not entitled to the claimed overtime pay.

Due to the invalidity of Sec. 7 (8) lit. c) TVöD-K, only the provision on overtime in Section 7 (6) TVöD-K is relevant, according to the Federal Labor Court. This provision does not provide for the payment of overtime bonuses for the overtime worked by the plaintiff. Rather, the requirement for a claim to overtime pay was that the regular weekly working time of full-time employees was exceeded. This differentiation between the

		<p>groups of full-time and part-time employees is effective because completely different regulatory systems of the TVöD-K apply to them with regard to the occurrence and compensation of overtime and extra hours.</p> <p>The Federal Labor Court rejected the case law on which the plaintiff based her claim.</p>
<p>Mass dismissal</p> <p>Invalidity of a termination due to breach of the obligation to forward the notification to the works council to the Employment Agency under Sec. 17 (3) sentence 1 of the German Unfair Dismissals Act (KSchG)</p>	<p>28.10.2021</p> <p>- 6 AZR 155/21 -</p>	<p style="text-align: center;">The decision has been moved from 10/28/2021 to 01/27/2022.</p> <p><u>Facts</u></p> <p>In dispute was a further detail in the procedure for mass dismissal notification. Pursuant to Sec. 17 (3) Sentence 1 KSchG, the notification to the works council to initiate the consultation procedure must be forwarded to the Employment Agency. It is disputed whether a violation of this obligation leads to the invalidity of the subsequent mass dismissal notification and thus to the invalidity of all dismissals pronounced in this course.</p> <p>Insolvency proceedings were opened against the employer's assets due to insolvency and overindebtedness. At the same time, the defendant was appointed insolvency administrator.</p> <p>The insolvency debtor agreed a reconciliation of interests with a list of names and a social plan with the works council set up at the company. The plaintiff - like all other employees - is listed on the list of names as an employee to be dismissed. After issuing a mass dismissal notice pursuant to Sec. 17 KSchG, the insolvency debtor gave ordinary notice of termination of the plaintiff's employment. The insolvency debtor did not forward a copy of the notification to the works council pursuant to Sec. 17 (2) KSchG to the Employment Agency, contrary to Sec. 17 (3) sentence 1 KSchG. For this reason, the plaintiff considers the termination to be invalid.</p> <p>The lower courts are of the opinion that the termination in dispute is not invalid due to a breach of the obligation under Section 17 (3) sentence 1 KSchG. The obligation to provide notice is merely a secondary obligation that lies outside the notification procedure. Accordingly, the lower courts dismissed the action.</p>

Compensation under Sec. 15 (2) of the German General Equal Treatment Act (AGG) for non-payment of overtime surcharges	28.10.2021 - 8 AZR 370/20 -	The Federal Labor Court asks the European Court of Justice for a preliminary ruling on the following questions pursuant to Art. 267 TFEU: <ul style="list-style-type: none">• Are Article 157 TFEU and Directive 2006/54/EC to be interpreted as meaning that provisions of collective agreements which provide for overtime pay only for hours worked in excess of the normal working time of a full-time employee entail unequal treatment of part-time employees and full-time employees?• 2. If the answer to the first question is in the affirmative: Is it sufficient for significant unequal treatment between men and women within the meaning of European law that there are significantly more women than men among part-time employees, or must it additionally be established that there is a significantly higher proportion of men among full-time employees?• 3. in the event that it is established in the initial question that the unequal treatment in terms of pay affects significantly more men than women: Can it be a legitimate objective under European law for collective bargaining parties to agree on a provision according to which overtime pay is only payable for overtime worked in excess of the calendar monthly working time of a full-time employee if, on the one hand, the objective is to prevent the employer from ordering overtime or, in any event, to reward overtime worked with an overtime premium and, on the other hand, the objective is also to prevent unequal treatment of full-time employees compared with part-time employees?• 4. Is the European framework agreement on part-time employment to be interpreted as meaning that provisions in collective agreements which provide for the payment of overtime premiums only for hours worked in excess of the regular working hours of a full-time employee constitute unequal treatment of full-time and part-time employees?• 5. If the answer to the fourth question is in the affirmative: Are the objectives listed under 3. and the resulting regulation factual reasons within the meaning of the framework agreement on part-time work?
Gender discrimination		

Facts

The Federal Labor Court had to decide whether the plaintiff was entitled to compensation pursuant to Sec. 15 (2) AGG due to the non-payment of overtime pay.

The plaintiff works part-time as a nurse for the defendant. The collective bargaining agreement referred to in the employment contract provides that overtime is subject to a surcharge of 30%. However, only those hours worked in excess of the calendar monthly working time of a full-time employee are considered overtime.

The plaintiff worked overtime on several occasions. However, she did not receive any overtime pay for these overtime hours - neither in the form of a time credit on her working time account nor as a monetary payment. Accordingly, the plaintiff filed a lawsuit seeking, among other things, compensation for the overtime bonuses as time credits and payment of compensation pursuant to Sec. 15 (2) AGG. She is of the opinion that the defendant discriminated against her as a part-time employee because of her gender.

The Labor Court dismissed the action. The Regional Labor Court of Hesse upheld the plaintiff in part and ordered the defendant to provide the requested time credit. With regard to the claim for compensation under Section 15 (2) AGG, the Regional Labor Court was of the opinion that the defendant had discriminated against the plaintiff because of her gender, but the court considered a compensation payment to be inappropriate in the specific individual case.

The decision of the Federal Labor Court

The proceedings are suspended until the European Court of Justice has ruled on the above questions.

Federal Social Court

<p>Part-time job as an emergency physician as employment subject to social insurance contributions</p>	<p>19.10.2021 - B 12 KR 29/19 R - (- B 12 R 9/20 R; B 12 R 10/20 R -)</p>	<p>Doctors who repeatedly work as emergency physicians in the emergency medical services as a sideline are regularly employed during this time and are subject to social insurance contributions.</p> <p><i>This was decided by the 12th Senate of the Federal Social Court in three cases.</i></p> <p><u>Facts of the leading decision</u></p> <p>The Federal Social Court had to decide whether emergency physicians in the rescue service are employed within the meaning of Section 7 (1) of the German Social Security Code (SGB IV) and are therefore subject to social security contributions.</p> <p>The physician in the lead case worked as an emergency physician in the rescue service of the district of Fulda. The basis was a so-called "fee agreement", which provided, among other things, that the emergency physician "works on a freelance basis", "is not integrated into the work organization of the client" and "is independent in his responsibility for diagnostics and therapy".</p> <p>The emergency physician received remuneration per hour worked. The services were advertised on an online portal and could be freely selected by him. During a shift, he stayed at the rescue station maintained by the city of Fulda. After being alerted by the central control center, which directed the entire operation, the emergency physician was brought to the scene by a driver in an emergency medical vehicle operated by the city of Fulda. The emergency physician had to document the missions according to standardized specifications.</p> <p>The defendant DRV Bund determined that he was subject to compulsory insurance on the basis of his dependent employment as an emergency physician.</p> <p>The Social Court of Fulda dismissed the action against this determination. The Regional Social Court of Hesse overturned this ruling and the administrative decision and found that there was no employment subject to compulsory insurance.</p>
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		<p><u>The decision of the Federal Social Court</u></p> <p>The Federal Social Court has ruled that physicians who repeatedly work as emergency physicians in the rescue service are regularly employed subject to social insurance contributions.</p> <p>The decisive factor was that the physician was integrated into the public rescue service during his work as an emergency physician. For example, he was obliged to stay in the vicinity of the emergency medical vehicle during his service and to move out within a certain time after being alerted by the control center. In addition, the emergency physician did not use his own personnel and rescue equipment, but that of others. The fact that it did not involve rescue means of the district concerned as employer, but of the city Fulda, does not justify another decision. The physician used in any case no own resources in a substantial extent.</p> <p>In contrast, according to the ruling of the Federal Social Court, indications of self-employment did not play a decisive role. The fact that the party involved assumed that the activity was self-employed, was irrelevant. Rather, the actual performance of the activity was decisive. It must also be taken into account that the doctor could only increase his earnings and thus become entrepreneurial by taking on more services. During the individual services, he had no opportunity to increase his own profit through entrepreneurial activity, in particular due to his integration into an external organization.</p>
<p>European Court of Justice</p>		
<p>Prescribed training courses as working time within the meaning of the Working Time Directive</p> <p>Preliminary ruling of the Curtea de Apel Iași (Romania)</p>	<p>28.10.2021</p> <p>- C 909/19 -</p>	<p>The Working Time Directive must be interpreted as meaning that the time during which an employee attends a professional training course prescribed for him by his employer, which takes place outside his usual place of work on the premises of the training provider and during which he does not perform his usual duties, constitutes "working time" within the meaning of that provision.</p>

		<p><u>Facts of the leading decision</u></p> <p>The plaintiff is employed by the administration of the municipality of D. at the Voluntary Service for Emergencies and performs his work full-time with eight hours per day and 40 hours per week. He was instructed by his employer to complete a professional training course comprising 160 hours. The plaintiff completed this advanced training in March and April 2017 from 3 p.m. to 8 p.m. Monday through Friday, from 1 p.m. to 6 p.m. on Saturdays, and from noon to 7 p.m. on Sundays at the training provider's premises. There were 124 of the 160 hours of training completed outside of normal working hours. The plaintiff brought an action against the municipality for an order to pay the 124 hours of training as overtime.</p> <p>The court to be decided is of the opinion that the final decision depends on the question whether the time of a completed training, which is required by the employer, but is completed outside the normal working hours and at the registered office of a service provider, is working time and referred this question to the European Court of Justice for a preliminary ruling.</p> <p><u>The decision of the European Court of Justice</u></p> <p>The term "working time" is defined under European law as "any period during which an employee [...] works, is at the employer's disposal and carries out his activities or duties". The term "rest period" is negatively distinguished from this and defined as "any period of time outside working hours". The terms "working time" and "rest period" are thus mutually exclusive.</p> <p>The European Court of Justice had already stated in previous cases that it is decisive for the existence of the characteristics of the term "working time" that the employee is personally present at the place determined by the employer and must be available to the employer in order to be able to perform his services immediately, if necessary.</p> <p>If an employee receives an instruction from his employer to complete a professional training in order to be able to perform the duties he performs and if this employer has himself signed the contract for the professional training with the training service provider, the period of time during which the employee is undergoing professional training for his employer is "working time".</p>
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		<p>It is irrelevant that the training periods are wholly or partly outside normal working hours. The circumstances that the training was not completed at the usual place of work and that the activity carried out during the professional training differs from the activity carried out by the employee within the scope of his usual duties do not prevent this classification as "working time", insofar as the professional training is completed at the employer's request and the employee is consequently subject to the employer's instructions within the scope of this training.</p>
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Legislative initiatives, important notifications & applications

This section provides a concise summary of major initiatives, press releases and publications for the month, so that you are always informed about new developments and planned projects.

Subject	Timeline	Remark/ note for the practice
		No relevant reports

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