Coronavirus/COVID-19 – Labour related FAQs

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2. General protective duties of the employer without concrete suspicion of infection

In principle, the following applies: The employer must avoid health risks to his employees and actively protect them from risks to life and health (Sec. 618 para.1 German Civil Code).

In view of the high rate of infection and the threatening measures in case of a suspected case, the employer has a duty to inform his employees in advance - without concrete suspicion of an infection of an employee with the Coronavirus - according to Sec. 12 para. 1 German Labour Protection Act in connection with Sec. 81 para. 1 s. 2 German Works Constitution Act about hygiene regulations, risk of infection, symptoms (explanations can be found on the website of the Robert Koch Institute) and if necessary special risks, as well as rules of conduct in case of a possible or confirmed illness of COVID-19.

In addition, the employer has to provide hand detergents, disposable towels and, if necessary, disinfectants or similar - if available - as a preventive measure for reasons of health protection. Depending on the circumstances of the individual case, he may also have to cancel larger meetings, events, business trips to the risk areas (for details please refer to question 10) etc. for the protection of the workforce.

3. In case of concrete suspicion, the employer has an increased duty of protection

The employer must prevent close contact of other employees with the affected person in the event of an increased risk of infection of the workforce, e.g. due to a confirmed or specifically suspected infection with the Coronavirus. He must inform the rest of the workforce about the case and, if necessary, identify possible contact persons.

If there is a justified suspicion of illness, the employer may ask the employee to leave the company and, if necessary, consult a doctor. The employer may order (paid) leave until the results of the examination are available.

If necessary, the employer can also order the employee to continue working in the home office, provided this is technically possible and appropriate agreements (employment contract, collective agreements) exist (for details please refer to question 16).

Not only an identified infection with the Coronavirus is subject to notification obligations, but since 1.2.2020 also a suspected case. However, the obligation to report does not apply to the employer, but to the diagnosing doctor. Nevertheless, it may make sense for the employer to contact the responsible health authority (to be determined via the Robert Koch Institute) if an infection has been detected in order to discuss the further procedure.

4. What information obligations does the employee have? Does the employee has to accept fever measurements?

In principle, there is no obligation of the employee to provide information about his or her state of health or the nature of the illness or any symptoms of the illness. For reasons of personal rights, the employee is also not obliged to undergo an examination, for example a fever measurement before entering the company premises. This applies even if he/she returns from a risk area.

But: The employee has to avert damage and other disadvantages from his employer due to his accessory obligation under the employment contract according to Sec. 241 para. 2, 242 German Civil Code. The employee must therefore exceptionally inform the employer on his/her own initiative if his/her illness requires special protective measures on behalf of the employer, e.g.

measures to protect other employees in the event of correspondingly infectious illnesses. Therefore, the employee's obligation to provide information in the event of his/her own infection with the Coronavirus can be well affirmed. It is questionable whether this obligation to provide information also includes the notification of an eventual contact between the employee and an infected or quarantined person, but due to the easy risk of infection with the Coronavirus it may be possible to affirm this.

Since the Coronavirus must be reported to the authorities by the doctor who has diagnosed it, the employer will also be informed by the authorities if the employee has come prior to a quarantine into contact with other employees.

5. What precautions must the employer take in the event of an epidemic or pandemic?

It is the employer's responsibility to take precautions for cases of staff shortages. The requirements result either from the company's risk management or from more specific regulations, e.g. an already existing Business Continuity Management. Here, special requirements for the management apply to public limited companies and companies classified as critical infrastructure within the meaning of the German KRITIS Regulation.

In addition, the employer and the works council can sit down together and work out a concept as to when and what protective measures are to be taken in similar cases. This can take the form of a company agreement, for example, as a set of rules that is normative binding for all, but also in other forms. A general emergency plan, which defines protective measures in general terms, such as the wearing of protective clothing or regular disinfection of hands, can also cover possible claims for damages by employees and their families.

6. May workers stay at home for fear of infection?

Not at present. Due to the current situation, employees do not have the right to stay at home as a preventive measure out of pure fear of infection - an abstract risk of infection is not sufficient. However, employees can demand that the employer take protective measures.

An employee is only entitled to refuse to work if the performance of work is unreasonable for him according to Sec. 275 para. 3 German Civil Code. Unacceptability is given, for example, if the work represents a considerable objective danger for the person concerned or at least a serious objectively justified suspicion of danger to life or health. This must be examined on a case-by-case basis and may be considered if an employer does not take protective measures despite the fact that the infection is established within the respective business.

An arbitrary, preventive absence from work - without any reasons for unreasonableness - currently constitutes a refusal to work, which entitles the employer to appropriate sanctions under labour law (e.g. warning, notice of termination) or withholding of remuneration according to the principle "no work, no pay".

7. What applies if someone in the business is already ill?

Even if a colleague is infected with the Coronavirus or is suspected of being infected with the virus on the basis of specific symptoms, this does not justify an arbitrary absence from work. Instead, employees must first contact the employer and ask him to take appropriate protective measures. Only if the employer fails to fulfil his duty to protect the employee may be entitled to stay away from work on his own initiative.

In the case of the Coronavirus, the public health department currently regularly orders a quarantine or a professional ban on all contact persons within Category I.

To identify Category I contact persons, the public health department uses the criteria of the Robert Koch Institute. The criteria are:

- Persons with at least 15 minutes face-to-face contact, e.g. during a conversation.

- Persons with direct contact with secretions or body fluids, especially respiratory secretions of a confirmed Covid-19 case, e.g. kissing, contact with vomit, mouth-to-mouth resuscitation, coughing, sneezing, etc.

- Medical personnel in contact with a confirmed Covid-19 case during care or medical examination without the use of protective equipment.

If the employee is not subject to such an official order, there is no right to stay away from work without the employer's consent, unless there is additional evidence.

Something else only applies if the employee is entitled to work in the home office on the basis of existing agreements under employment contract or collective bargaining law. If he/she has the necessary technical equipment, he/she can of course decide to perform his/her work from home.

8. What applies if schools or kinder gardens close due to official orders?

On 30.3.2020, Sec. 56 para. 1a of the German Protection Against Infection Law ("IfSG") came into force through the Act for the Protection of the Population in the Event of an Epidemic Situation of National Significance of 27.3.2020 (Federal Law Gazette I p. 587). According to this law, affected parents with children who have not yet reached the age of twelve or who are disabled and need assistance are entitled to compensation if kinder gardens or schools are temporarily closed or their entry is prohibited by the competent authority to prevent the spread of infections or communicable diseases on the basis of the IfSG and as a result they suffer loss of earnings and cannot ensure any other reasonable care for their children. According to the explanatory memorandum to the law, however, the employed person with custody rights must give priority to reducing any time credits.

Pursuant to Sec. 56 para. 2 s. 4 IfSG, compensation amounting to 67 percent of the loss of earnings incurred by the employed person with custody is granted for a maximum of six weeks; for a full month, a maximum amount of EUR 2,016 is granted.

The revised version of Sec. 56 IFSG has been in force since 30.3.2020, initially for a limited period until 31.12.2020. For loss of earnings before 30.3.2020, it is therefore still relevant whether Sec. 616 German Civil Code applies to the employment contract of an affected person with custody.

If Sec. 616 German Civil Code has been waived neither within the employment contract nor within collective law, affected parents may have a claim to be allowed to stay away from work against pay for a relatively insignificant period of time in the event of the official closure of a school or kinder garden before 30.3.2020. This applies in any case if the employee affected cannot otherwise ensure the care of his or her children.

It is disputed whether the nationwide closure of schools and day-care centres can constitute an objective personal obstacle to performance, as it affects several employees at the same time, so that Sec. 616 German Civil Code would not apply. In conclusion, however, we believe that in this specific situation it would be difficult to enforce the rejection of remuneration claims based entirely on this argument.

Rather, the question arises for how long the employer has to pay the remuneration according to Sec. 616 German Civil Code, from what age - healthy - children may no longer require parental care and who decides which parent takes over the care in the concrete case.

The duration of the remuneration claim according to Sec. 616 German Civil Code is controversial. This also depends on the circumstances of the individual case and the possibility of the individual employee to organise the care differently. Since grandparents belong to the risk group of an infection with the coronavirus, the employer cannot assume that his own employee could have had the children cared for by the grandparents. According to the prevailing opinion and under consideration of the current circumstances, the remuneration pursuant to Sec. 616 German Civil Code will probably have to continue to be paid for approx. 7-10 days in this situation. As most of the federal states in Germany have ordered the closure of kinder gardens and schools from 16.3.2020 and Sec. 56 para. 1a IFSG came into force on 30.3.2020, it is argued that the previous period of 10 working days should probably be remunerated by the employer.

There is no clear age limit from which age children no longer require parental care. The limit of 12 years in Sec. 45 para. 1 German Social Code V and now also in Sec. 56 para. 1a IfSG, could be used here as an example, but is by no means binding. Here too, it depends on the individual case, in particular on whether the child is ill, disabled or in need of care. In any case, the employee has the obligation to do everything possible to keep his or her prevention as short as possible.

If the employee requests a release from work according to Sec. 616 German Civil Code, he must justify to the employer why he/she is prevented from performing the work. This means that - if the employer has no knowledge whatsoever of children requiring care – he/she must state that he/she has to care for children and to what extent. It is not clear whether there is an obligation to provide evidence in addition to the notification. The children registered on the tax card could also provide information here, but this is only an indication. However, it is the employee's responsibility to weigh up whether and if so, which parent must take over the care of the child.

In the event that a child is additionally ill and requires the care of one parent, Sec. 45 German Social Code V applies, according to which the statutory insured employee can demand from the employer unpaid leave of absence for each child for a maximum of 10 working days, for single parents insured in the statutory health insurance for a maximum of 20 working days per calendar year. During this period, the employee with statutory insurance is entitled to sickness benefit if, according to a medical certificate, it is necessary for them to be absent from work to supervise, care for or nurse their sick and insured child, another person living in their household is unable to supervise, care for or nurse the child and the child has not yet reached the age of 12 or is disabled and is dependent on assistance. In this connection, however, it must be noted that if the employee is entitled to paid leave of absence, namely pursuant to Sec. 616 German Civil Code, the entitlement to sickness benefits pursuant to Sec. 49 para. 1 of the Social Code V is suspended. If, on the other hand, the employee has no claim under Sec. 616 German Civil Code, Sec. 45 German Social Code V applies.

If Sec. 616 German Civil Code is not waived in the specific case and there is therefore uncertainty in the company about the question of remuneration due to loss of working hours as a result of the need for care for the period before 30.3.2020, it could be considered to conclude a shop agreement with the works council - if such a works council exists in the company - on a graduated system (such as, for example, that the remuneration is initially paid for 7 days in accordance with Sec. 616 German Civil Code, the employee must then contribute overtime/flexitime credits and then even part of his or her holiday). In companies without a works council, where Sec. 616 German Civil Code is excluded by virtue of an employment contract or collective bargaining agreement, the employer could, by virtue of an overall

commitment ("*Gesamtzusage*"), regulate a (fixed-term) voluntary arrangement for the continued payment of remuneration for a period (until 29.3.2020 at the latest) determined by him.

9. What applies if the health authority orders a ban on activities?

In the event of an order by the health authority in the form of a quarantine or a ban on activities, the employee must comply with the official order and may not take up work for the duration of the official order, Sec. 29 et.seq. of the German Protection Against Infection Law ("IfSG"). If the employee suffers a loss of earnings due to such an occupational ban, the person concerned is generally entitled to compensation (Sec. 56 IfSG), which is calculated in the first six weeks according to the loss of earnings (net pay) and then according to the statutory sickness benefits. For details of the compensation, see question 22.

10. May the employer instruct employees to go on business trips respectively may employees refuse to take business trips?

In the current situation, in which the Federal Foreign Office has issued a worldwide travel warning for all unnecessary (tourist) trips abroad as a result of the Corona Pandemic and the Robert Koch Institute also recommends a reduction in travel for professional purposes, employees who are contractually obliged to travel on business will probably only be obliged to travel on business and only to a non-risk area in urgent and urgent exceptional cases that cannot be postponed. According to the Robert Koch Institute, the following areas are currently classified as risk areas for which the Federal Foreign Office has issued a travel warning

- Iran: whole country
- Italy: whole country
- France: whole country
- Spain: whole country
- Egypt: whole country
- Austria: whole country
- Switzerland: Cantons of Ticino, Vaud and Geneva
- South Korea: Daegue and Gyeongsangbuk-do Province (North Gyeongsang)
- USA: States of California, Washington, New York and New Jersey

If the employer orders a business trip to such an area, the employee may refuse the business trip without having to fear sanctions (unless the concrete job requires this kind of business trips explicitly, e.g. in the case of return transports of sick persons, etc.).

11. What if employees still refuse the business trip because they worry?

In any case, at present, when ordering business trips, etc., the general protective duties of the employer and the principles of good personnel management should also be taken into account.

The employer cannot force the employee to go on a business trip against his or her will, but is entitled to sanctions under labour law in case of unfounded refusal. This applies in particular if the work abroad is important and cannot be postponed and can only be carried out abroad.

However, since the Federal Foreign Office has issued a worldwide travel warning for all unnecessary tourist trips abroad as a result of the Corona Pandemic, and the Robert Koch Institute also recommends reducing social contacts with the aim of avoiding infections in the

professional sector and reducing travel in general, labour law sanctions in the event of refusal to allow a business trip are unlikely to be considered proportionate by the labour courts.

12. Can the employer redistribute the work tasks among the remaining employees?

Provided that this is covered by the employer's right to issue instructions as stipulated in the employment contract, the employer may also change the operational distribution of tasks. However, the narrower the scope of the work to be performed is defined in the employment contract, the smaller the possibilities for deviation will be.

In acute emergency situations, however, it is also possible to deviate from this. In so-called emergencies, the employee must temporarily take on work that does not fall within his or her area of responsibility, if requested to do so, due to his or her contractual accessory obligation to avert damage from the employer. Such emergencies are, for example, unforeseen personnel bottlenecks that cannot be remedied by timely personnel planning.

13. Is the employer entitled to order overtime work in the event of bottlenecks, or to impose a ban on leave respectively to put employees on leave?

If the sickness-related bottlenecks result in the need for the remaining employees to work overtime, the employer can order them if there are appropriate labour, collective bargaining or company regulations.

Even in the absence of an explicit regulation, an employee may be obliged to work overtime in exceptional cases due to his or her duty of loyalty under the employment contract. However, the co-determination rights of any existing works council must be observed prior to making such order.

Furthermore, the regulations of the German Working Time Act must be observed. An exception is only permissible for temporary work in emergencies and in exceptional cases which are independent of the will of the person concerned, if the consequences of such work cannot be eliminated by other reasonable measures than by deviating from the working time standards (cf. Sec. 14 German Working Time Act). This may possibly be assumed in the case of a very large number of infected employees or employees who are in quarantine but should be assessed based on the individual case.

If the bottlenecks are such that disruptions in the course of operations occur and there are urgent operational concerns, the employer is also entitled under Sec. 7 para. 1 German Vacation Act to issue a holiday ban.

Conversely, in the case of significant absence from work of many employees, the employer should also be entitled to close the company for a certain period of time for reasons of absence and to grant leave to the employees of the company during this period (ordering of company holidays), but such a measure requires the prior consent of the works council, if such a council exists. This question is not uncontroversial, as the employer bears the risk of the business and should not be able to pass this risk on to the employees by ordering leave. However, if a works council exists which agrees to the ordering of works holidays, this should be permissible.

It is more difficult for employers without a works council. In 2002, the Higher Labor Court of Düsseldorf decided that the employer should be entitled to order company holidays under the employer’s instruction right even in the case of urgent operational reasons (subject to an appropriate period of notice and with the employee having a residual amount of holiday at his free disposal). However, this is extremely controversial in the legal literature and, in the current situation, will probably not be enforceable in court in case of doubt.

It should be noted that if an employee falls ill during the company holidays, the period of incapacity for work may not be deducted from the holiday. Therefore, there would also be a high risk that even if the company sends the employees on holiday, they could fall ill, especially as due to Corona the requirements for issuing a certificate of incapacity to work has currently been lowered to relieve the doctors. Now people can even obtain such a certificate without a visit to the doctor, i.e. only by telephone call or application on the Internet.

14. Is short-time work possible in case of quarantine or official prohibition of activities?

If the introduction of short-time work and a corresponding reduction in remuneration is possible on the basis of the employment contract, a shop agreement or a collective bargaining agreement, short-time work can be ordered if the conditions in the respective company are met.

An entitlement to short-time work compensation according to Sec. 93 et.seq. German Social Code III is examined separately by the employment agencies. In principle, short-time work compensation can be claimed if a company has experienced a considerable temporary and unavoidable loss of working hours (e.g. due to the interruption of supply chains, etc.).

In particular, in the opinion of the German Federal Ministry of Labour and Social Affairs, official quarantine orders or official plant closures in accordance with Sec. 96 para. 3 s. 2 German Social Code III regularly represent a loss of working hours caused by official measures and thus an unavoidable event, so that the granting of short-time working benefits may be considered.

If a works council exists, co-determination rights according to Sec. 87 para. 1 no. 3 German Works Constitution Act have to be observed prior to ordering short-time work.

On March 15, 2020, the law on the temporary crisis related improvements of the regulations for short-time working compensation came into force. The law contains temporary ordinance authorizations until December 31, 2021 with which the Federal Government can react to the Corona crisis and adjust the conditions for receiving short-time work compensation at short notice. In particular, the law provides for the following changes in the introduction of short-time work:

- The threshold for employees affected by the loss of working hours has been lowered from 30% to 10%.
- Companies will no longer have to initiate the build-up of negative working time balances before the introduction of short-time work.
- Temporary workers will also be able to receive short-time working compensation.

Social security contributions, which previously had to be paid solely by the employer during short-time work, will now be reimbursed by the Federal Employment Agency upon application.

15. Can the employer order a closure of the plant(s)?

If the employer cannot maintain the business under the given conditions, he may be entitled to order the closure of the business. However, as the bearer of the operational risk, he remains in general obliged to pay remuneration.

Something different may apply if the temporary closure of the business is ordered by the official authorities. If the closure of the business cannot be attributed to the employer's general business risk because of its nature, the employer could be entitled to reimbursement of the salaries to be continued from the competent authority under Sec. 56 German Protection Against Infection Law (for details please refer to question 22).

16. May the employer request employees in quarantine or under official prohibition to work or just for precautionary reasons to perform their duties in the home office?

If the employee is not incapacitated, the home office is possible due to the specific activity and the employer is entitled to order work in the home office under the employment contract or a collective agreement, the employer can order work in the home office or the performance of mobile work. This also applies in the event of mere suspicion of an infection or for preventive reasons.

In the absence of such an employer's right within the employment contract or in a collective agreement, the employer cannot order work in the home office solely on the basis of his general right of direction. In such a case, a corresponding temporary agreement should be negotiated at short notice with either the employee concerned or, if necessary, with the competent works council. Actually based on the corona crisis, the works councils and also employees might well be open to such a solution, so that solutions can be found at very short notice.

Only in emergencies will the employee be obliged to work temporarily in the home office without an agreement on the basis of his duty of loyalty under his employment contract, if this is reasonable for him after weighing up the overall circumstances on both sides. It has not yet been decided whether the officially ordered quarantine or the ban on work already counts as an emergency. However, we assume that in such a case the employee can be obliged to work in the home office if the work owed in each case is suitable for home office use, the employee has the technical equipment and the Internet connection and is also able and allowed to use the private premises for work purposes.

17. What if a shop agreement provides for work in a home office only as a voluntary option?

The exercise of the employer's right of direction requires a balance to be struck between the interests of both parties and all the circumstances as a whole. The employer has a legitimate interest in maintaining operational processes and in receiving valuable consideration (=work) for continued remuneration. At least those employees who have already actively used Home Office in the past have indicated that this form of work is desired and is therefore possible and reasonable for them. The employee's duty of loyalty to avert damage to the employer's legal assets must also be taken into account. There should not be a legitimate interest on their side to free time/non-work.

Even if the Home Office usually only refers to individual working days in the week and is not continuous, no overriding interest of the employees should stand in the way of a temporary instruction of the Home Office (subject to other individual circumstances) due to the special overall circumstances of the current Coronavirus spread.

18. Can the employer instruct employees who return from a risk area without symptoms to present themselves to the health office?

Both the Robert Koch Institute and regional health authorities recommend that returnees from official risk areas minimise personal contacts as far as possible for 14 days (duration of the incubation period) after leaving the risk area. Against this background, we believe it can certainly be argued that the employer may also instruct the returned, symptom-free employee to report to the public health department within the framework of his right of direction (Sec. 106 German Industrial Code). However, the public health authorities will not normally issue any official occupational bans for symptom-free returnees, so that individual solutions must be agreed upon between employer and employee. If the employer does not want to employ the symptomless returnee in the office for the duration of the incubation period, a home office is possible as far

as legally possible or individually agreed upon, or a paid leave of absence or the parties agree on a mix of paid leave of absence and vacation.

19. Must the employer take into account possible co-determination rights of the works council?

Basically, the works council has a large number of co-determination rights pursuant to Sec. 87 para. 1 German Works Constitution Act, for example, in the case of a reduction or extension of working hours or specifications on the proper conduct of business.

Also the allocation of another work can be subject to the codetermination of the work council as this might be qualified as a transfer pursuant to Sec. 95 para. 3, 99 German Works Constitution Act.

Only in narrowly limited emergencies (an unforeseeable, serious event), the employer might be allowed to initially act without participation of the works council. Nevertheless, the works council has then to be informed about the measures taken and the participation at the next possible time.

However, even the pandemic now officially identified by the WHO should not be considered an emergency, as the need for action was already apparent.

20. How are employees who have fallen ill with the Coronavirus to be compensated?

An employee who is unable to work has the legal right to continued remuneration in accordance with Sec. 3 para. 1 German Continued Remuneration Act. The nature of the illness does not change this.

Other rules can only apply in cases in which the incapacity for work can be regarded as the fault of the employee, for example due to infection because of travelling to areas with travel warnings from the Federal Foreign Office, cf. Sec. 3 para. 1 s. 1 German Continued Remuneration Act.

In the event that an official ban on work was simultaneously imposed on the employee or the closure of the entire business was ordered by the official authorities, see further under question 22.

It should be noted that patients with mild upper respiratory tract diseases can now be issued with a certificate of incapacity to work for a maximum of seven days, even after consulting their doctor by telephone only. They do not need to visit the doctor's office for this. This was recently agreed upon by the National Association of Statutory Health Insurance ("*KBV*") and the National Association of Statutory Health Insurance Funds ("*GKV-Spitzenverband*") due to the corona crisis.

21. Do employers have to continue to pay their healthy employees if they voluntarily stay at home because of a risk of infection?

In principle the following applies: no pay without work. If the employee is not incapable of working, he or she is obliged to work for the employer. If he/she stays away from work without justification, he/she is not entitled to his/her remuneration either.

The situation is different, however, if the employer closes the business or instructs his employees to stay at home without being able to work in the home office or without being entitled to order work in the home office. In this case, so also the position of the German Federal Ministry of Labour and Social Affairs, the employer bears the operational risk and remains obligated to continue to pay the remuneration according to Sec. 616 German Civil Code.

22. What applies in the event of an official ban on individual employees or the closure of the business by order of the official authorities?

22.1 If the employee is fit for work and cannot perform his/her work - even in the home office - the employee may be entitled to compensation from the authorities pursuant to Sec. 56 para. 1 German Protection Against Infection Law ("IfSG"). During the first six weeks, the amount of the compensation is based on the loss of earnings, and subsequently on statutory sickness benefits.

During the first six weeks, the compensation must be paid by the employer and will be reimbursed by the authority upon application within three months by the employer, Sec. 56, para. 5 IfSG. However, according to a quite old ruling of the Federal Court of Justice (BGH) from 1979, the prerequisite for the employer's claim for compensation and reimbursement is that Sec. 616 German Civil Code has effectively been waived either within the respective employment contract or based on valid collective agreements (as for example done in Sec. 29 of the German collective agreement for the public service). If this is not the case, the employer shall have no claim for compensation; instead, the employer must continue to pay the remuneration to the employee in accordance with Sec. 616 German Civil Code without having a claim for reimbursement against the competent authority.

22.2 If the employee is incapacitated for work during this period, no decision has yet been made as to whether the statutory claim to continued payment of remuneration under Sec. 3 para. 1 German Continued Remuneration Act supersedes the employer's claim for reimbursement under Sec. 56 German Protection Against Infection Law. Since the claim for reimbursement applies regardless of the actual illness of the employee, we believe that there is a strong case for the employer being entitled to reimbursement in such scenario thus relieving his financial burden.

23. Do target agreements for sales representatives have to be adjusted immediately due to travel bans or eventual contact blocks?

If a sales representative cannot visit customers due to the Coronavirus, he may not reach his bonus targets. The question therefore arises as to whether the target agreements need to be adjusted right now. However, since it is unclear how long any travel bans/contact blocks will remain in place, we do not believe that an adjustment can in fact be seriously implemented at this stage.

In this case, it should be legally assumed that the basis of the transaction within the meaning of Sec. 313 German Civil Code has been disrupted. At the end of the year, therefore, with a view to the target agreements, either the achievement of the targets or the corresponding adjustment of the targets must be determined at reasonable discretion. The limited possibilities offered by the Coronavirus must be taken into account here.

Thus, an adjustment of the target agreements is not necessary now. In particular, however, it is necessary to examine whether it is possible to switch to other ways of working, such as e-mails, telephone calls, or video conferences, as compensation for personal visits and, if necessary, to instruct the employee to make use of such alternative means of communication during the time of the corona crisis.