

## **Appendix 1: Confirmation on notification hygiene rules**

- Company letterhead (HR management) -

### **Hygiene rules during stays in the office and on the company premises**

The following rules of conduct shall urgently be observed, effective immediately:

- Avoid shaking hands or other body touches
- Regular and careful hand washing (especially between the fingers, back of the hand, fingertips)
- Regular wiping and disinfection of cell phones, landline phones, dials, keyboards
- Hands off your face!
- Cough and sneeze in the crook of the arm or in disposable handkerchiefs
- Regularly ventilate closed rooms
- If you feel unwell or have signs of a cold, keep your distance from others
- Obligation to notify Employer if Employees are or have been in contact with infected persons or persons suspected of being infected

I have read and understood the rules above and I will follow these from now on.

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**Date, Signature Employee**

## Appendix 2: Sample Agreement Home-Office

**Agreement**  
**between**  
**Company name, representative, address ...**  
**and**  
**Mr. / Mrs. ...**

1. Until revocation, the Employee performs his activity - apart from business trips - exclusively from his place of residence, i.e. in a workplace at home ["home office"]. During his working hours in the home office, the Employee must ensure that he can be reached by phone and email.
2. The Employer's right of direction remains unaffected - also with regard to the place of work - by the permission to work in the home office. In the event of operational requirements, the Employee is still obliged to go and to work at the Employer's business premises, especially in the case of team meetings, substitution of another Employee, meetings or similar (*alternatively in the case fix home office days: "The Employer will announce to the Employee his obligation to come to the company workplace exceptionally on a home office day, regardless of the above regulation, 24 hours in advance. This does not affect operational emergency situations that require the Employee to appear immediately at the company workplace).*
3. (If necessary, not mandatory:) The Employee sets up a home office at his place of residence that meets the requirements listed below and he shall keep it for the duration of this agreement. The following items belong to the facility (alternatively, if the home office work equipment is provided by the Employer: the Employer provides the Employee with the following work equipment for the duration of the

home office work for his own exclusive use, which is the property of the Employer must be protected against access by third parties and must be returned to the Employer at any time, in particular when the employment relationship ends, at the Employer's request):

- Desk, chair, lighting, lockable closet, stationery
- Telephone and internet connection (specify if necessary: 100 MBit, HSPDA, LTE or comparable bandwidth)
- Laptop, printer (specify the minimum technical requirements if necessary)

4. The home office must be located in a room that is approved for permanent residence according to the construction law regulations. This room and the office furniture used must meet all the requirements of occupational health and safety (occupational health and safety law, workplace ordinance, VDU ordinance).
5. If the home office is a room in a rented property, the Employee guarantees that the landlord agrees to the use of the premises by him as a place of work (*alternatively, if the home office workplace is furnished by the Employer: a right of retention on the work equipment provided is excluded. The Employer bears the running costs for the maintenance of the work equipment (consumables such as toner cartridges etc.) and any routine maintenance that may be required.*)
6. For the provision of the work equipment and the establishment and use of the home office as well as for the consumption of electricity, water and heating, the Employer pays a gross monthly fee of EUR 50.00 (adjust if necessary). Additional costs for the use of the home workplace cannot be claimed (*alternatively in the case of compulsory home office work: "If the Employee claims a higher expenditure for the use of the home work place, the Employer reimburses this against proof"*).
7. The weekly working hours agreed in the employment contract also apply while working in the home office. During working hours in the home office, the Employee must ensure that they can be reached by

telephone and accessible by e-mail via the official account and they must record their daily working hours independently.

8. The Employee undertakes to comply with the provisions of the Working Time Act, in particular the maximum daily working time of ten hours in accordance with Sec. 3 ArbZG, the daily minimum break according to Sec.4 ArbZG, the minimum eleven hour minimum rest between two working days according to Sec. 5 ArbZG and the recording obligations according to Sec. 16 (2) ArbZG. Working times in the home office are to be documented by the Employee (in addition to downtimes such as illness, vacation, time off work, etc.) and made available to the responsible manager by the end of the first week of the month for the previous month.
9. All employment contract, collective or legal regulations that serve data protection and data security apply also in the home office. The Employee is obliged to take all necessary measures that are suitable to prevent the insight and access by third parties to data and information of the Employer. The third include family members or roommates. The following rules apply in particular for this purpose:
  - Access to the home office must be secured using a suitable locking system.
  - The home office workplace must be in a lockable room.
  - The connection to the Employer's data network is made exclusively via secure access (e.g. VPN access and / or other encryptions)
  - Access data (passwords etc.) may not be passed on to third parties or be accessible to them.
  - Unless they are processed immediately, official documents must always be kept under lock and key (lockable cupboard / container or similar).
  - Documents and data carriers may only be transported out of sight.
  - Business emails must not be redirected to private accounts.
  - The Employee is not entitled to process personal data of the Employer using private hardware or software.

- If the Employer's data cannot be transmitted electronically, the data carriers provided by the Employer must be used. The storage of the Employer's data on other systems (especially on the Employee's own data carriers and data carriers of third parties that were not commissioned by the Employer) is only permitted after the Employer's express written consent.
10. The Employer is entitled to visit and inspect the workplace before starting home office work, then at regular annual intervals and at any time for a specific reason. A specific reason exists if there are indications that the workplace in the home office does not meet the requirements (e.g. with regard to occupational safety and data security), or if, for official reasons, access to the work equipment is predominant due to the tasks to be performed. The Employer is interested (e.g. access to files, documents and data carriers by superiors or in the case of a representative).
  11. The person (s) responsible (e.g. the specialist for occupational safety, the company doctor, the company data protection officer or the superior) are determined by the Employer. If there are no predominant interests of the Employee in immediate or short-term access, access will be announced at least 24 hours in advance. The Employee ensures that those living in a domestic community also agree with this access regulation.
  12. The parties agree that the Employee is entitled to request that the Employer cancels this agreement on work in his home workplace at any time in writing with one month's notice to the end of the month.
  13. This agreement is based on an operational emergency situation, the duration and course of which cannot be predicted when the contract is concluded. If the emergency situation ends, the company can unilaterally revoke it within 14 days' notice at the end of the month.
  14. In the event of a revocation of the permission to work in the home office, the present agreement ends upon expiry of the term as above.
  15. This agreement will enter into force on [...]. (If necessary, add: "It is valid until [...].")

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Signature Company

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Signature Employee

**Caution:** In the case of a company that is subject to co-decision, a works agreement must be reached with the works council!

### **Appendix 3: Sample „Works agreement short-time work“**

Between  
..... GmbH  
– hereinafter referred to as Employer –  
  
and  
the Works Council of ..... GmbH  
– hereinafter referred to as „Works Council“ –

the following work agreement on the introduction of short-time work is concluded.

#### **§ 1 Introduction of short-time work**

For the period from ..... to ..... short-time work will be introduced for the company department / the whole company.

#### **§ 2 Scope of short-time work**

(1) During the short-time working period, the weekly working time (exemplary) is reduced from 36 hours to 28.6 hours.

(2) The Employer and the Works Council will each announce five calendar days before the first of each month on which days of the following month short-time work is performed.

*Alternatively:*

(2) The working hours are organized in such a way that

- the Employees of the xxx department ..... work every day from 8.30 am to 12.30 pm;
- The Employees ..... work on Mondays, Wednesdays and Thursdays.

#### **§ 3 Information of the Works Council**

(1) The Works Council is informed weekly about the development of the order backlog and the sales situation on the basis of documents. Documents are to be submitted to the Works Council on the status of the Employees, order and inventory, sales and production in each case compared to the last months and the months of the previous year.

(2) An interruption, expansion, extension or early termination of short-time work is only possible with the approval of the Works Council.

#### **§ 4 Payment of short-time work allowance**

(1) The Employer ..... immediately applies for short-time allowance to the responsible labour agency. The short-time work allowance is paid on the usual payment dates. The short-time work allowance is paid by the Employer ... by the usual salary calculation process in the following month.

(2) If the labour agency refuses to pay short-time allowance for a reason for which the Employer is responsible, the full remuneration must be paid during short-time work.

(3) During short-time work, the following remuneration components are calculated as if work had been carried out without the introduction of short-time work:

- (a) Paid vacation and vacation bonus;
- (b) Continued payment for public holidays;
- (c) Capital accumulation benefits;
- (d) Continued payment due to illness and continued payment of remuneration in the event of a change in work;
- (e) Payment for free shifts;
- (f) Annual tariff benefits.

#### **§ 5 Short-time allowance subsidy**

(1) Those Employees who are affected by short-time work receive a compensation amounting to .....% of the difference between their previous average net income and the net income from short-time work, including short-time work allowance.

(2) The short-time allowance subsidy is paid together with the usual salary payment.

#### **§ 6 Overtime and assignments**

(1) No overtime and additional shifts are worked during the short-time working period. During this period and one month after its expiration, overtime is only permitted in urgent exceptional cases. The Works Council's right of co-decision remains unaffected.

(2) During the short-time working period, orders that can also be carried out by the Employer are not assigned to other companies. Legally independent companies associated with the Employer also count as other companies.

#### **§ 7 Vacation**

(1) Vacation entitlements transferred from the previous year must be granted and taken until ...

(2) Company holidays are set for the period from ..... to .....



*Alternatively:*

(2) Employees affected by short-time work can take vacations during short-time work. The vacation is to be granted, provided that the vacation application is requested at the latest ... .. weeks before the intended vacation start and there are no urgent operational concerns. Employees who were granted vacation before the conclusion of this works agreement are excluded from short-time work for the duration of the vacation granted.

## **§ 8 Protection of employment**

During the term of this works agreement, terminations based on operational reasons will only be made with the consent of the respective Works Council. Section 102 (6) BetrVG. If the Works Council does not agree, the arbitration board decides. The company parties agree that the presiding judge at the labor court acts as the chairman of the arbitration board. The number of assessors is set at two. This employment protection does not apply to terminations for operational reasons due to change of conditions or terminations due to operational changes or by way of mass terminations.

## **§ 9 Change in short-time work**

(1) If the order situation improves, the short-time work can be ended or the scope of the short-time work can be changed.

(2) If there is a need to extend the short-time work, a new agreement with the Works Council is required, taking into account the tariff notice periods.

(3) If the short-time work must be exceeded in urgent or emergency cases or for other operational reasons, this requires an agreement with the Works Council.

## **§ 10 Contact to Labour agency**

The Works Council is entitled to participate in all discussions with the Labour agency with two members. The Employer must provide the Works Council with a copy of all communications and information to the Labour agency.

## **§ 11 Entry into force and period of validity**

(1) This works agreement comes into force on (...).

(2) This works agreement can be terminated with a notice period of (...) months before the end of the month.

(3) In the event of termination, this works agreement shall continue to apply until it is replaced by another agreement between the company parties or by a settlement body.

## § 12 Written form

Termination or amendment of this company agreement or individual provisions of this company agreement must be in writing to be legally effective.

## § 13 Severability clause

Any invalid provisions of this works agreement do not affect the effectiveness of the agreement as a whole. Should provisions of this company agreement be or become ineffective, or should gaps emerge in this company agreement, the validity of the remaining provisions will not be affected. Instead of the ineffective provisions or to fill in a gap, an appropriate regulation must be agreed which, as far as legally permissible, comes closest to what the operating parties would have wanted, provided they had considered this point.

....., .....

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**Signature Company**

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**Signature Chairman Works Council**

**Caution:** If there is no Works Council in the company, you should try to make an individual agreement with the Employees about the short-time work. The content may be based on this sample.

## Appendix 4: Sample Warning Letter

- Company letterhead (HR management) -

### Warning Letter

Dear Mr./Ms....

On (date) you did not appear at your workplace without excuse, although you were obliged to do so. You have not submitted a certificate of incapacity to work.

Because of this behavior, we herewith warn you and we point out that if you breach our agreement again, we will take legal action including up to a notice of termination.

We give you the opportunity to comment on this incident in writing within two weeks from the date of receipt of this Warning Letter. After this period, we will take the documents to your personnel files.

.....

(Place, date, signature company)

## Appendix 5: Sample „ Unilateral declaration of exemption from work“

- Company letterhead (HR management) -

Dear Mr./Ms....,

due to the extraordinary operational situation, namely the spread of the Corona virus, we hereby immediately und revocably (alternatively: date) release you from the contractual obligation to work with continued salary payment, beginning from the receipt of this letter until further notice.

Sincerely yours

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Place, date, signature company

I hereby confirm (name Employee name) that I have received the revocable exemption from (...) on (...).

\_\_\_\_\_

Place, date, signature Employee

## **Appendix 6: Questionnaire for the creating of a pandemic plan for your company**

### **I. Analysis of the operational situation related to the virus**

- 1) Are there already people in the company who have been infected with the virus? If yes, how many? How is the shortage compensated?
- 2) Are there any quarantined people in the company? If yes, how many? How is the shortage compensated?
- 3) Are there people in the company who are absent short-term / long-term due to other illnesses? If yes, how many? How is the shortage compensated?
- 4) Which precautionary measures have already been taken, what still needs to be done? How does the information concept look like? Are conduct and hygiene rules, information and cooperation obligations sufficiently known?
- 5) Are there difficulties with the supply of protective equipments (e.g. delivery bottlenecks for mouthguards, disinfectants)? How should these be dealt with? Otherwise, is everything available in sufficient quantity?
- 6) Has a person already been designated who should be responsible for "corona management" (e.g. company doctor)? Is he/she adequately medically trained? Is the person's assignment known in the company? Does the person also take on information management?
- 7) Have preventive measures been taken for Employees abroad / returnees?
- 8) Is there a catalog of measures in the event of illness at the workplace?
- 9) Is there already a cooperation with the competent health authority? Are the contact persons and contact details for emergencies already known?
- 10) Is the works council sufficiently involved in the pandemic planning?
- 11) Are the communication channels and responsibilities between the responsible people clarified and known?

## **II. Analysis of the operational situation in relation to economic risks**

- 1) Which basic functions / procedures in operation must be maintained under all circumstances?
- 2) At least how many and which Employee positions must be guaranteed in order to maintain operations?
- 3) How does the company deal with previous sick leaves of Employees?
- 4) 4) Which orders / deliveries / services must be fulfilled as a priority? Is the fulfillment secured?
- 5) Where are operations at risk for supply chain interruptions? Can the interruptions be compensated?
- 6) How can operations be reduced? Are the Employees informed accordingly?
- 7) In which work areas and for which Employees is home office suitable? Are the requirements (agreement) met? Who is responsible in the company? Are the Employees equipped for the home office? What else may need to be purchased?
- 8) Is short-time working possible for the company? For which Employees? Are the requirements met? Who is responsible?
- 9) Is it possible to engage people from outside the company if necessary? Has information already been obtained / contacts made for this? Can Employees who have retired due to age be reactivated?
- 10) Is data protection secured? Who is responsible for this? Is the person adequately trained in data protection law?

## **III. Others**

- 1) Are competencies and responsibilities really definitive and transparent for everyone?
- 2) How is the drop of decision-makers being compensated?
- 3) Is the communication clear when returning to normal operations?
- 4) How are operational restrictions communicated to business partners? Who is responsible?

5) Has the worst-case scenario been taken into account? Can it be compensated?

6) Has it been clarified what aid can be expected from the government? Is the company considered for this? Who is responsible for the application?