

Impermissibility of unfounded time-limitation even when longer than three years since restriction - Employment law

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GRP Rainer Lawyers and Tax Advisors in Cologne, Berlin, Bonn, Bremen, Düsseldorf, Essen, Frankfurt, Hamburg, Hanover, Munich, Nuremberg, Stuttgart and London www.grprainer.com/en conclude: The Regional Labour Court (LAG) of Baden-Württemberg had to rule on a case in which the claimant opposed the time-limitation vis-à-vis his last employment contract. The claimant was employed at a company in the metalworking and electronics industry. He had restricted employment contracts from August 27, 2007 until November 30, 2007 and again from February 1, 2011 until June 30, 2011, which was extended until May 31, 2012 and once again until January 1, 2013. The LAG ruled in its judgment of September 26, 2013 (Az.: 6 Sa 28/13), that the unfounded restriction on an employment relationship should be impermissible even when it has been longer than three years since the time-limitation.

In doing so, the LAG deviated from the prior jurisprudence of the Federal Labour Court (BAG). The LAG took the view that the BAG had exceeded in particular the boundaries of judicial legal development with its previous case law. The LAG allowed the appeal.

An employment contract is a mutual agreement between the employer and the employee. The employment contract represents the foundation of every employment relationship and can vary in its design taking into account statutory or internal company specifications. If the employment contract contains clauses which do not conform to the statutory minimum, this can result in the nullity of the contract.

Within the framework of an employment contract, both primary and secondary obligations of the employee can be regulated. Although both parties generally have the possibility to negotiate with respect to the terms of the contract, these are frequently predetermined by the employer. This also applies to a time-limitation on the employment contract.

Legal disputes can therefore arise quickly with an employment contract. The enforcement of any claims can be especially difficult. With an employment contract it comes down to the details. A lawyer versed in the field of labour law can draw up watertight employment contracts. With a sense for economic solutions and legal detail, he can even examine existing employment contracts.

<http://www.grprainer.com/en/Employment-Law.html>

Pressekontakt

GRP Rainer Rechtsanwälte Steuerberater

Herr M Rainer
Hohenzollernring 21-23
50672 Köln

grprainer.com
presse@grprainer.com

Firmenkontakt

GRP Rainer Rechtsanwälte Steuerberater

Herr M Rainer
Hohenzollernring 21-23
50672 Köln

grprainer.com
presse@grprainer.com

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Anlage: Bild



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