

One last step towards your new job: your contract

Finally! Your efforts have paid off. You've got the job in the bag.

Your contract confirms your employment relationship and contains important conditions for your work. That's why you should read it through carefully before signing – and don't be embarrassed to ask questions. There's no strict format for employment contracts. Nevertheless, Germany has minimum requirements that should be met.

Determining your salary

One of the most important points for you is your salary. It's important that both your agreed salary and any possible pay rises after your probation period are set out in writing. Your payment method will also be determined. It's also important to define your activities, your position within the company, the start of your employment relationship and your workplace. You should pay particular attention to the description of your activities. The less defined your area of responsibility is, the greater the variety of tasks you can be assigned. By way of contrast, the more accurately your job description and activities are defined, the easier it will be to reject badly-paid work or tasks that don't match your qualifications.

Notice periods

Your contract must also determine the start of your employment relationship and the duration of your probation period. In Germany, the first three months of a new job are usually treated as a probation period. Probation periods can last six months at most. During this period, your employment relationship can be terminated by either party at any time with a notice period of two weeks. Following the probation period, you can resign from your job without stating reasons, but you must observe the notice period agreed in your contract. By way of contrast, your employer must state the grounds for your dismissal if you've been at the company for at least six months. Germany has a law to protect workers against unfair dismissal, and this starts to apply after six months in companies with over five permanent full-time employees, irrespective of any

probation periods. After six months, employers can only terminate contracts with considerable reasons.

Please note that your employer can also dismiss you without notice (extraordinary termination). However, Germany has substantial legal obstacles for such extraordinary terminations. Your employer may only dismiss you without notice if you're guilty of serious misconduct and have already been warned about your actions. One such example of misconduct would be the theft of company property. If you have a fixed-term contract, your employment will be automatically terminated at the end of the agreed period. If you're employed under a fixed-term contract, only you may ordinarily terminate your contract during this period.

Weekly working hours

Your working hours must also be established in your contract. The important details are your weekly working hours and overtime payments. These aspects can cause quite a bit of conflict. Make sure you know how much additional work has to be done and how much extra your employer is willing to pay. Germany's laws limit the maximum amount of working hours to ten per day.

Holidays are also part of your work

In Germany, recuperation also forms part of your work and must be established in your contract. You're legally entitled to 24 working days of leave after an initial waiting period of six months. If this waiting period can't be completed in the same year (e.g. if you start your job on 1 September), you'll be entitled to partial leave: This amounts to one twelfth of your annual leave every month. If you don't take the days off that you're entitled to, this leave will expire on an agreed date the following year.

Company bound by a collective agreement?

German companies can also be bound by a collective agreement.

Collective agreements govern the salaries, working hours and other conditions of employees in a particular sector or company. In such cases, the amount of remuneration and working hours can only be governed by a collective agreement. Once a collective agreement has been concluded, it has the same binding quality as a law.

It's always better to ask

The language used in German contracts is not always easy to understand. If you're unsure about anything, it's always better to ask your employer directly or, if you have long and complex contracts, you might want to ask a lawyer for advice; the lawyer will then check your contract for unlawful clauses.

But don't panic: Most big companies have their own legal departments that create special employment contracts, and these rarely contain unlawful clauses. Smaller firms often resort to standardised contract templates and then adjust them to match their company. You'll not often find unlawful clauses here either.