

# Refugees and Workers' Rights

## What you should know to work successfully in Germany



For the large group of refugees since 2015, there was a chance to take up employment after only three months under certain conditions. Therefore, in 2016, the DGB (Federation of German Trade Unions) Federal Executive Board provided information for refugees who wanted to take up employment. This information material needed to be updated because a lot has changed in recent years.

We want to support refugees who want to take up employment with information on the current regulations, because unfortunately employers do not always adhere to existing laws. We want people who have come to Germany as refugees to be able to make use of their employment rights.

Since the legal regulations are very complex, you should always contact a trade union or counselling

centre if you have a concrete problem with your employer. These advisors are independent of the state and employers, specialised in the field and can therefore help better than information material can.

As trade unions, it is important to us that workers get their rights, such as a decent wage, social security, and good working conditions. We have been fighting for this for over 100 years!

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## Content

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<b>1 Introduction .....</b>	<b>4</b>
<b>2 Access to employment and training for refugees .....</b>	<b>4</b>
2.1 Right to gainful employment („gainful employment permitted – <i>Erwerbsfähigkeit gestattet</i> ") .....	4
2.2 Employment ban ("gainful employment not permitted") ( <i>Erwerbstätigkeit nicht gestattet</i> )...5	
2.3 Employment permit ("Employment only permitted with the permission of the foreigner's authority") ( <i>Beschäftigung nur mit der Erlaubnis der Ausländerbehörde gestattet</i> ) .....	6
<b>3 Recognition of vocational qualifications .....</b>	<b>7</b>
3.1 Legal basis .....	7
3.2 Recognition procedure ( <i>Anerkennungsverfahren</i> ) .....	8
<b>4 Forms of employment .....</b>	<b>9</b>
4.1 Employment subject to social insurance .....	9
4.2 Mini-job .....	11
4.3 Temporary work ( <i>Leiharbeit</i> ) .....	12
4.4 Internships (Praktika).....	13
4.5 Contracts for work ( <i>Werkverträge</i> ) .....	15
4.6 Self-employment ( <i>selbständige Tätigkeit</i> ) .....	15
<b>5 Workers' rights in Germany .....</b>	<b>16</b>
5.1 Employment contract ( <i>Arbeitsvertrag</i> ) .....	16
5.2 Collective agreement ( <i>Tarifvertrag</i> ) .....	18
5.3 Probationary period ( <i>Probezeit</i> ).....	19
5.4 Fixed term ( <i>Befristung</i> ) .....	19
5.5 Remuneration ( <i>Bezahlung</i> ) .....	20
5.5.1 Info: Gross Wage / Net Wage ( <i>Bruttolohn / Nettolohn</i> ).....	21
5.5.2 Minimum wages .....	22
5.6 If the employer does not pay .....	23
5.7 Working hours ( <i>Arbeitszeit</i> ) .....	24

5.8 Health insurance ( <i>Krankenversicherung</i> ) .....	25
5.9 Illness .....	26
5.10. Accident at work and accident insurance ( <i>Arbeitsunfall und Unfallversicherung</i> ) .....	26
5.11. Paid holiday ( <i>Urlaub</i> ).....	27
5.12 Notice of termination ( <i>Kündigung</i> ).....	28
5.13 Termination agreement .....	32
<b>6 Social law considerations .....</b>	<b>32</b>
6.1 Family benefits.....	32
6.2 Social benefits ( <i>Sozialleistungen</i> ) .....	34
<b>7 Discrimination in employment.....</b>	<b>35</b>
<b>8 Trade Unions.....</b>	<b>36</b>
8.1 Purpose and tasks .....	36
8.2 Legal protection .....	37
8.3 Trade Union addresses .....	37

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## 1 Introduction

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This is a guide for people living and working in Germany after fleeing their native country. It contains information to find legal work under fair conditions and avoid getting into exploitative employment conditions.

## 2 Access to employment and training for refugees

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If you have fled to Germany, the question of whether you are allowed to work depends on the length of your stay, the status of your asylum procedure, your nationality, and the residence title (Aufenthaltstitel) you have been granted. Regulations on this are very complex. We would like to offer you some information on this in the first section.

### 2.1 Right to gainful employment („gainful employment permitted – *Erwerbsfähigkeit gestattet*")

You have the right to work and training if you have a proof of arrival (Ankunftsnachweis), a residence permit (Aufenthalts gestattung) or toleration or a specific residence title (Duldung oder Aufenthaltstitel) which states: "Erwerbsfähigkeit gestattet". You then no longer need permission from the foreigner's authority (Ausländerbehörde) if you want to take up a specific job.

#### **Unrestricted access to any employment have:**

- Persons entitled to asylum (persons whose application for asylum has been recognised)
- Refugees with international protection status (in particular persons who have been granted "refugee status under the Geneva Convention")
- Subsidiarily protected persons (persons who are threatened with serious harm in their country of origin, such as torture or inhuman treatment)

After a four-year stay, persons with a '*Duldung*'<sup>1</sup> and residence permit can be granted a general employment permit for any activity.

There are other residence titles that allow unrestricted access to employment.

## 2.2 Employment ban ("gainful employment not permitted") (*Erwerbstätigkeit nicht gestattet*)

You are prohibited from taking up employment or starting vocational training if your proof of arrival, residence permit or '*Duldung*' or residence permit states, "Erwerbstätigkeit nicht gestattet".

There are general employment bans for different groups of refugees. In addition, the foreigner's authority can issue individual employment bans under certain conditions.

### The following are subject to an employment ban:

#### a) Asylum seekers and asylum applicants

- during the first 3 months of residence. The period begins with the filing of an asylum application.
- during a compulsory stay in an initial reception centre of the country or AnKER centre (arrival, decision and return centres) within the first 9 months of the asylum procedure.
- coming from so-called safe countries of origin until the conclusion of the asylum procedure, in case the asylum application was filed after 31 August 2015.

#### b) People with a '*Duldung*'

- from so-called safe countries of origin who submitted an asylum application after 31 August 2015 and this was rejected or withdrawn or who did not submit an asylum application. This does not apply if the application was withdrawn after counselling at the BAMF.
- during a compulsory stay in an initial reception centre of the country or AnKER centre (arrival, decision and return centres) within 6 months of the '*Duldung*'.

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<sup>1</sup> A '*Duldung*' means that the person does not have a status to remain in Germany. However a '*Duldung*' can last for several years.

- where the foreigner's authority has decided that deportation cannot be carried out for reasons for which the tolerated person is responsible.

**Important:** Working without having a right to gainful employment or an employment permit is prohibited. Workers and the company can be penalised.

### 2.3 Employment permit ("Employment only permitted with the permission of the foreigner's authority") (*Beschäftigung nur mit der Erlaubnis der Ausländerbehörde gestattet*)

Basically, asylum seekers can receive a work permit (*Arbeitserlaubnis*) after the 3rd month of their stay in Germany. The waiting period begins with the filing of an asylum application with the competent authorities in Germany or with the Federal Police at the border.

You must always apply for an employment permit yourself at the foreigner's authority in your place of residence. Companies and businesses can only do this if they are issued a power of attorney by you.

Tolerated persons can also apply for and obtain an employment permit. As a rule, this is possible after a stay of 3 months. Vocational training can be approved even before this.

**Important:** Persons with a 'Duldung' can, under certain conditions, receive a 'Duldung' status for training in order to take up vocational training. After completing the training, they will then receive a residence permit if they take up a job corresponding to the training. They can also receive an employment toleration under certain conditions. After 30 months with an employment 'Duldung', they can apply for a residence permit as a qualified person with a 'Duldung' for the purpose of employment or because of sustainable integration. This enables the transition from a tolerated status to a residence permit.

The foreigner's authority can issue an employment permit at its own discretion, depending on the legal requirements. In other cases, the authority itself must obtain approval from the Federal Employment Agency (*Bundesagentur für Arbeit*). The Federal Employment Agency then examines the working conditions of the available job offer, e.g., the level of remuneration. Refugees may not be employed under worse conditions than comparable German employees.

You can find up-to-date information on this on the web pages of the Federal Employment Agency ([www.arbeitsagentur.de](http://www.arbeitsagentur.de) see "Zulassung zum Arbeitsmarkt").

**Important:** If you apply for an employment permit, you must submit an application for a work permit (*Antrag auf Arbeitserlaubnis*), a job description completed by the employer that includes information on remuneration, working hours and working conditions, and a copy of your identity document to the Foreigners' Registration Office.

**Note:** The legal requirements for the procedure for issuing a permit to take up employment or vocational training are complex and have changed several times in recent years. There are different regulations and exceptions for individual activities. You or your future company can obtain information from the employment agencies or specialised counselling centres.

## 3 Recognition of vocational qualifications

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### 3.1 Legal basis

If you have acquired vocational training or other qualifications in your country of origin, you should check whether these are recognised or can be recognised in Germany. If your training or qualification is recognised in Germany, you will have better chances on the labour market!

The Act on the Determination of Equivalence of Professional Qualifications (Gesetz über die Feststellung der Gleichwertigkeit von Berufsqualifikationen) gives persons with a professional qualification acquired abroad the right to have the recognition procedure carried out in Germany. This applies regardless of nationality and residence title.

Specific regulations under state law apply to some professions.

**Tip:** You can find out which regulations apply in your case at specialised counselling centres, e.g., Integration through Qualification (IQ Network):

[www.anererkennung-in-deutschland.de](http://www.anererkennung-in-deutschland.de) – see “Vor-Ort-Beratung IQ”.

In the recognition procedure, it is checked whether your foreign vocational qualification is comparable with the corresponding German reference occupation.

Whether you need recognition to practise your profession depends on whether you want to work in a regulated or non-regulated profession.

You may work in regulated professions if you have a very specific qualification. These are, for example, nurses or educators. In Germany, recognition is a prerequisite for practising these professions.

In the non-regulated professions, no recognition is required for practising the profession. Foreign professional qualifications in the non-regulated professions can be assessed within the framework of the equivalence test. For university degrees that do not entitle the holder to a regulated profession, such as psychologist or electronics technician, there is no recognition procedure as there is for regulated professions. However, foreign professionals with such a degree can prove to their future employer that their foreign degree is recognised as comparable in Germany. The "ANABIN" database of the Central Office for Foreign Education provides information on this:

[www.anabin.kmk.org](http://www.anabin.kmk.org) see: University degrees

If you cannot find your profession in "ANABIN", contact the Central Office for Foreign Education at the Secretariat of the Standing Conference of the Ministers of Education and Cultural Affairs of the states for an individual assessment of your certificate:

<https://www.kmk.org/de/zab/zentralstelle-fuer-auslaendisches-bildungswesen/gleichwertigkeitsbescheide-fuer-nicht-reglementierte-landesrechtlich-gegelte-berufe.html>

### 3.2 Recognition procedure (*Anerkennungsverfahren*)

To establish the equivalence of your qualification, you must submit an application for recognition (Antrag auf Anerkennung). You must do this personally; the company can support you in this process. You submit the application to the competent office in the federal state where you plan to work in the future. You can use the "Anerkennungs-Finder (Recognition Finder)" (<https://www.erkennung-in-deutschland.de/de/interest/finder/profession>) to find out which office is responsible in your situation. With the application, you must submit your CV, proof of identity, as well as translated certificates and other documents on the content and duration of the qualification and work experience. If you have lost your certificates, your skills can be established in a so-called alternative procedure. These can be, for example, work samples, examinations, or expert opinions.

**As a result of the equivalence assessment, a decision will be issued. The following options are available:**

- Equivalence decision (*Gleichwertigkeitsbescheid*) - no significant differences found between the foreign and the domestic qualification: Your qualification meets German requirements,



- Rejection decision (*Ablehnungsbescheid*) - too great or uncompensable differences are found between the foreign and the domestic qualification: Your qualification does not meet German requirements,
- Deficiency notice/notice of partial equivalence (*Defizitbescheid/Bescheid über teilweise Gleichwertigkeit*): Your qualification only partially meets German requirements.

In the latter case - which occurs frequently in practice - you will be given the opportunity to obtain a subsequent qualification through educational measures. In the case of regulated professions, this so-called compensatory measure is stipulated in the notice issued. In the case of non-regulated occupations, the issued notice contains the list of essential differences that should be compensated for; on this basis, an adaptation qualification should be identified.

In regulated professions, the equivalence of the professional qualification is determined when the applicants have successfully completed the compensatory measure. Thereafter, the criteria for professional licensing are examined. In the case of non-regulated professions, applicants can submit a follow-up application after successful qualification in order to obtain full recognition.

**Tip:** Get advice on the recognition procedure from specialised bodies:

<https://www.netzwerk-ig.de/angebote/eingewanderte/beratungsangebote>

For more information on the recognition procedure in Germany, please visit the website: [www.anerkennung-in-deutschland.de/html/de/index.php](http://www.anerkennung-in-deutschland.de/html/de/index.php)

## 4 Forms of employment

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### 4.1 Employment subject to social insurance

Work that is carried out according to the employer's instructions and with integration into the employer's work organisation and is achieved through a monthly income of more than 520 EUR gross is subject to compulsory social insurance. This means that social security contributions must be deducted from the employee's gross salary. This amount is automatically deducted from the wage. Your employer pays the same amount on top. Social insurance includes health insurance, accident insurance, pension insurance, long-term care insurance and unemployment insurance. In return, employees receive insurance benefits, e.g., illness benefit in case of incapacity for work, unemployment benefit in case of unemployment, benefits after accidents at work and in case of occupational diseases, and pensions in old age and in case of reduced earning capacity.

- **Health insurance (*Krankenversicherung*)** is an insurance to cover the costs of illness and maternity. In the event of illness, health insurance reimburses, among other things, the costs of treatment and loss of wages.
- **Long-term care insurance (*Pflegeversicherung*)** is an insurance for the consequences of a need for long-term care. In case of an insured event, domestic and inpatient care costs are (partially) covered.
- **Accident insurance (*Unfallversicherung*)** is an insurance to cover the consequences of an accident at work and occupational diseases. In case of an insured event, costs for medical and occupational rehabilitation, pensions for injured persons, survivors' pensions, etc. are paid.
- **Pension insurance (*Rentenversicherung*)** is an insurance for the consequences of disability and to ensure subsistence in retirement age. In case of an insured event, old-age pension, disability pension, rehabilitation benefits and survivors' pensions are paid.
- **Unemployment insurance (*Arbeitslosenversicherung*)** covers the consequences of unemployment. In the case of an insured event, unemployment benefit is paid, and employment promotion measures are granted.

Social security contributions (Sozialabgaben) are collected through your health insurance fund. If you are already a member of a health insurance fund, notify your employer. As an employee, you are free to choose your health insurance fund. There are many different health insurance funds, some of which offer different benefits. The employer then registers your employment with the health insurance fund. A portion of your salary is deducted and paid to the social insurance funds (health, long-term care, pension, and unemployment insurance).

After the first registration for social insurance, you will receive a social insurance card with your social insurance number, first name and last name, which you must keep safe. You keep this number even if you change employers. Some employers refuse to pay your wages, arguing that you have not presented a national insurance number. This is wrong because the employer has the duty to register you with the pension insurance. If he does not do so, contact a trade union or an advice centre.

If you have any questions, you can also contact the German Pension Insurance directly ([service telephone 0800 10004800](tel:080010004800)).

## 4.2 Mini-job

So-called mini-jobs are employment relationships in which the monthly gross wage may not exceed 520 EUR.

Some special rules apply to this type of employment relationship. The most important one is that there are exceptions for the payment of social security contributions.

**What you need to know:** Employers pay a flat-rate social security contributions. However, as an employee, you are not covered by health, long-term care and unemployment insurance and are therefore not entitled to benefits! Mini-jobbers are thus not entitled to unemployment benefit in the event of unemployment.

**Tip:** Mini-jobbers do not receive sick pay from the health insurance fund. In order to cover yourself in the event of long-term incapacity for work, you should take up voluntary insurance with the health insurance fund including the optional tariff for sickness benefit.

In principle, contributions are deducted from your salary and paid into the pension insurance fund. However, you can be exempted from this at your request.

From 1 October 2022 onwards, you may earn up to 520 EUR per month in a mini-job. With a statutory minimum wage of 12.00 EUR per hour, this means that your employer may let you work a maximum of 43.33 hours per month.

**Important:** Do not let yourself be persuaded to work more and then get part of the money "in cash". This is not legal and can have serious consequences for your employer and for you!

You are also allowed to have several mini-jobs. However, the total wage must not exceed 520 EUR per month. Otherwise, they are no longer mini-jobs.

**What many people do not know** is that you have all the labour rights that apply in other employment relationships: Entitlement to holidays, compliance with the Working Hours Act and, in case of illness after 4 weeks of employment, receive your wages for up to 6 weeks.

### 4.3 Temporary work (*Leiharbeit*)

Companies called temporary employment agencies lend their workers to another company for a certain period of time. The temporary employment agency is paid a fee by the company where the worker is employed.

When you work as a temporary agency worker, you sign an employment contract with the temporary employment agency. The temporary employment agency is your employer with all rights and obligations. The temporary employment agency also pays your wages and is responsible for questions about your working hours or holiday entitlements. However, you will receive your specific work instructions from the temporary employment agency.

**You should also know that:** Most temporary employment agencies follow collective agreements when it comes to payment. There are currently two collective pay agreements in force, abbreviated to: DGB-iGZ and DGB-BAP<sup>2</sup>.

The minimum wage in temporary work will increase from 10.88 EUR gross to 12.43 EUR gross as of 1 October 2022, to 13.00 EUR gross as of 1 April 2023 and to 13.50 EUR gross as of 1 January 2024.

However, your wage may also be higher and is determined by the classification of your professional qualifications, the difficulty of your work and the duration of your assignment. Accordingly, you will

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<sup>2</sup> DGB-iGZ = Collective agreement between the signatory member unions of the DGB and the Interessenverband Deutscher Zeitarbeitsunternehmen e. V. DGB-BAP = Collective agreement between the signatory member unions of the DGB and the Bundesarbeitgeberverband der Personaldienstleister e. V. (Federal Employers' Association of Temporary Employment Agencies).

be assigned to one of nine wage groups, so-called remuneration groups. In addition, there are allowances regulated in the collective agreement, for example for overtime or night work. Ask the temporary employment agency about the collective agreement that applies to you.

In addition to the DGB-iGZ and DGB-BAP collective agreements, some sectors also have sectoral collective agreements. Be sure to get advice on this so that you really get paid the amount you are entitled to.

In temporary work, a 35-hour week is usually agreed. However, your actual working hours often depend on the shift times of the company you work for. If you work more or fewer hours than agreed in your employment contract, this is recorded for you on a so-called working time account. This means that you can accumulate plus or minus hours.

However, the number of plus hours allowed is limited: 150 plus hours in the DGB-iGZ collective agreement and 200 plus hours in the DGB-BAP collective agreement. If you have accumulated plus hours on your working time account, you can apply for additional days off. If there are more than 70 plus hours (iGZ) or 105 plus hours (BAP), you can ask for them to be paid out. Some temporary employment agencies pay the plus hours immediately with the normal wage. Others only pay out the plus hours when you have reached the permitted limit, or your contract ends.

If there is no more work for you in the company where you are employed, the temporary employment agency must continue to pay you the agreed wage as long as you clearly express your willingness to work. The temporary employment agency may not charge you minus hours on your working time account for this period without your consent, nor force you to take leave or simply dismiss you. Your temporary employment agency is also obliged to find you a job in another company.

**Please note:** During the first 6 months, however, you are not protected against dismissal under the Dismissal Protection Act. Please inform yourself!

## 4.4 Internships (Praktika)

An internship is not an employment relationship. It is intended to impart and deepen professional skills and knowledge and serves as preparation for a professional activity. It is often the first step towards employment. An in-company internship can also be approved as a qualification measure as part of the recognition procedure.

**It is important to know the following:**

As a rule, internships must also be paid the statutory minimum wage of currently 12.00 EUR gross.

**However, exceptions apply to the following forms of internships:**

- Compulsory internship according to a school and training regulation. This includes in-company adaptation qualifications in the area of non-regulated occupations and in-company phase of an adaptation course for regulated occupations that are mandatory for determining the equivalence of the foreign qualification or full recognition.
- Internships that serve the purpose of vocational orientation, but only up to a length of 3 months.
- Voluntary internships for study or training, but only up to a length of 3 months. This includes in-company preparatory courses for knowledge or aptitude tests to obtain recognition.
- Internships within the framework of an introductory qualification according to § 54 a SGB III (Social Security Code) or for vocational training preparation.

**As an intern, you are therefore currently entitled to a gross payment of 12.00 EUR per hour in the following cases:**

- in the case of internships outside of a training or study programme, if you have completed a vocational training or study programme,
- in the case of voluntary internships accompanying a course of study or training from the 4th month onwards,
- in the case of voluntary internships for orientation in the choice of a profession or course of study, from the 4th month onwards,
- in the case of voluntary internships accompanying a course of study or training, if such an internship relationship has already existed with the same company.

It is important that you always check whether you are actually employed as an intern and whether you are entitled to the minimum wage. An internship is first and foremost a learning relationship. Therefore, do not allow yourself to be exploited as cheap labour within the framework of an internship!

**Here, too, the following applies: Seek advice!**

## 4.5 Contracts for work (*Werkverträge*)

### **Beware of fictitious contracts for work and services!**

In a contract for a defined work, the workers are employed in a third company. As a worker under such a contract for work you receive instructions from the supervisor of your own company and work for an employer in a foreign company.

However, if you receive work instructions from the supervisor of the external company and are fully integrated into its work structure, e.g., if the external company draws up your work schedule and decides when you can take time off and gives you protective clothing, this can mean that this is not a genuine contract for work and labour, but a so-called "disguised" supply of workers.

**What you should know:** Some companies deliberately use such contracts to limit your rights, e.g., to a higher collectively agreed wage, and to save their own costs. In some sectors, e.g., meat processing, contracts for work are now prohibited.

In the case of disguised supply of workers, workers are entitled to direct employment with the company employing them and to the working conditions applicable there.

In practice, it is difficult to distinguish between a contract for work and a disguised supply of workers. Therefore, contact a trade union or counselling centre to clarify your individual situation.

## 4.6 Self-employment (*selbständige Tätigkeit*)

### **Beware of fictitious self-employment!**

Depending on your status in Germany, you may or may not be able to take up self-employment. You may need a permit from the Foreigners' Registration Office. Get information from a specialised counselling centre, such as Caritas or Arbeiterwohlfahrt (AWO). To become self-employed, you must register a trade, unless it is a freelance activity. Seek advice from the competent authorities, such as the chambers of industry and commerce or the tax office!

Fictitious self-employment refers to an employment relationship in which a person appears as a self-employed entrepreneur, although the nature of their work is not self-employed at all, but as an employee. Employers in Germany often try to avoid paying social security contributions and compulsory employee rights (e.g., minimum wage, continued payment of wages in case of illness). If the authorities determine that you are a fictitious self-employed person and you are subsequently classified as an employee, the employer must retroactively pay all social security contributions for

you, i.e., all contributions to health, long-term care, pension, and unemployment insurance. You may also have to pay your employee's share of the social security contributions, but only from the wages of the next 3 months after the determination of the fictitious self-employment. You may also have to pay a fine for an administrative offence. Your client may face additionally a very high fine or imprisonment.

There are many known cases of people being registered as self-employed by their employer without their knowledge and thus being deprived of their rights as employees.

**Important:** If you do not want to work as a self-employed person or entrepreneur, do not sign a contract for work or fees, a company agreement, an entry in the crafts register or a business registration.

If you suspect that you are being employed as a fictitious self-employed person, ask your trade union or a counselling centre for advice.

## 5 Workers' rights in Germany

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### 5.1 Employment contract (*Arbeitsvertrag*)

**You can have a valid employment contract even without a written employment contract!**

Usually, a written employment contract is signed before an employment relationship begins. However, an employment relationship can also be agreed orally; but the essential terms of the contract must be set down in writing, signed by the employer and handed over to the employee. Providing notification of the essential terms of the contract only in electronic form is excluded.

An oral employment contract is generally valid. However, the employer must in any case give you information about the job, for example, what the job is, how many hours per day you are to work and what your wage is. You have the right to a written confirmation ("proof") of your working conditions.



**Tip:** Always ask for a written employment contract! Ask for a copy of the signed contract! The employer who does not hand over the employment contract on time commits an administrative offence and can be punished with a fine of up to 2,000 EUR.

**An employment contract must state the following:**

1. Name and address of the employer as well as your name and address
2. Start and duration of employment
3. End date or duration of fixed-term employment contracts
4. Type of work and description of your duties
5. Place of work
6. Duration of probationary period
7. Amount and distinction of wage components (usually the gross wage) including overtime, bonuses, allowances and special payments
8. Deadline and method of payment of wages
9. Working time, rest breaks/times and shift systems
10. Possibility of imposing overtime
11. Details of on-call work
12. Holidays
13. Information about action against contract termination (at least: written form requirement, notice of termination and deadline for taking legal action against unfair dismissal)
14. If applicable: information on company pension providers
15. References to applicable collective agreements or other agreements applicable to the employment relationship
16. Any entitlement to further education provided by the employer

The employer is obliged to provide you with information on points 1,7,8 and 9 at the latest on the first day of performance of work, on points 2,3,4,5,6,10,11 no later than on the seventh calendar day after the agreed start of employment and on the remaining points no later than one month after the agreed start of employment.

Often other points are regulated in an employment contract. There is no obligation for the employer to translate the employment contract into your native language or into English. Temporary agency workers are an exception: they receive the employment contract in their mother language upon their request.

**Tip:** Do not sign anything you do not understand! If you do not understand the employment contract, find someone to translate or explain it to you!

## 5.2 Collective agreement (*Tarifvertrag*)

A collective agreement is an agreement between an employer or an employers' association and a trade union (collective bargaining parties). Among other things, a collective agreement regulates working conditions and pay for a company or a whole industry. The terms and conditions set out in a collective agreement initially apply only to the members of the union in a company or in a specific industry. Only if the company is also a member of the employers' association. Some collective agreements are declared generally binding by the Federal Ministry of Labour and Social Affairs at the request of the parties to the agreement. Then these collective agreements apply state-wide or nation-wide to all workers in a sector or industry, regardless of whether they are members of a trade union or not. In these cases, the collective agreement is mandatory and applies like a law. The employer must abide by the terms of the collective agreement and nothing less favourable may be agreed.

A collective agreement can also apply if it is referred to in an employment contract. This means that the employment contract states that a certain collective agreement applies to this employment relationship.

**Tip:** In Germany, trade union responsibilities are divided by industry or sector. Check with the trade union responsible for your industry to see if there is a collective agreement for your area of work. You can get an overview of the collective agreements that have been declared generally binding in Germany on the website of the Federal Ministry of Labour and Social Affairs at:

[www.bmas.de](http://www.bmas.de) see „Allgemeinverbindliche Tarifverträge“.

### 5.3 Probationary period (*Probezeit*)

**The employer can agree a probationary period of a maximum of 6 months with you at the beginning of an employment relationship.**

The duration of a probationary period must be in reasonable relation to the expected duration of the fixed-term contract and the nature of the job. Please contact an advisory centre to check if the probationary period agreed in your employment contract is unreasonably long.

The probationary period means that employees and employers who are not satisfied with the employment relationship can end the employment relationship earlier.

For this reason, shorter notice periods apply during the probationary period, usually weeks. A different, shorter notice period during the probationary period may be regulated in a collective agreement. The probationary period must be regularly remunerated.

The probationary period must be distinguished from so-called "trial work". Trial work can be carried out before the employment contract is concluded and may only last a maximum of a few days. This is to make a decision on whether you can work together. Trial work does not have to be remunerated.

**Attention!** If you are assigned like other employees, receive instructions from your supervisor and perform work, this is not trial work but an employment relationship that must be remunerated.

### 5.4 Fixed term (*Befristung*)

**Your employment contract can only be limited in time under certain conditions.**

If the employer only wants to employ you until a certain date, s\*he will conclude a fixed-term contract with you.

A fixed-term employment contract must always be in writing. If you only have a verbal employment contract, you are automatically employed for an indefinite period.

**Important:** The fixed-term employment contract must be signed by both parties before starting work. After starting work without a written fixed-term contract, an unlimited employment relationship is automatically established.

The fixed-term contract can be concluded either with a reason (e.g., project fixed-term, replacement due to illness) or without a reason.

If the employment contract is limited without a reason, it can be concluded for a maximum of 2 years. Within these 2 years, the employment contract may be extended a maximum of three times. In the case of a newly established enterprise, the employment contract may be limited for a maximum of 4 years. A fixed-term contract without a reason is not permitted if an employment relationship has already existed with the same employer.

**Tip:** If your employer signs a fixed-term contract with you without a reason after 2 years, you can defend yourself against it. After the expiry of the contract, you can file a complaint with the labour court to have your contract terminated. You must file the action with the labour court within three weeks of the agreed end of the fixed-term employment contract at the latest.

If you have any questions about your fixed-term contract, contact your trade union.

## 5.5 Remuneration (*Bezahlung*)

**The principle applies: No work without pay!**

**Important:** Even without working papers and a written employment contract, the employer is obliged to pay you your wages! Do not let your employer intimidate or force you to work without pay. You have a right to be paid for your work!

**Info:** The term *Entgelt* (remuneration) is the formal term for the payment of work by the employer. This is why it is often written on your monthly pay slip. The terms *Lohn* (wage) or *Gehalt* (salary) are often used instead of *Entgelt*. This booklet mostly refers to *Lohn* (wages).

Wages are usually paid into your bank account. Your employment contract will usually state when this happens. If nothing is regulated, the legal regulation applies, according to which the wage is to be paid on the first working day of the following month. A special rule applies to the statutory minimum wage: The minimum wage must be paid on the last bank working day of the following month at the latest.

Your employer must give you a pay slip every month unless your wage has not changed from the last pay slip. This payslip shows how much you have earned and what amounts have been deducted in taxes and insurance contributions.

**As a general rule,** you must be paid for every hour you work. An exception is if you are not yet employed and agree with a company to do trial work for free.

**Tip:** Make a note of the hours you work! Ask your employer for your pay slips if you do not receive them automatically! Check in good time whether you have received your full wage!

### 5.5.1 Info: Gross Wage / Net Wage (*Bruttolohn / Nettolohn*)

In Germany, a distinction is made between gross and net wages: The gross wage is usually the salary agreed in the employment contract. Both gross and net wages are listed on the pay slip. Various amounts are deducted from the gross wage:

- Income tax (Einkommenssteuer)
- Church tax (Kirchensteuer) (if you belong to a church that levies this tax).
- Social security contributions: Pension insurance, unemployment insurance, health insurance, long-term care insurance (Sozialversicherungsbeiträge: Rentenversicherung, Arbeitslosenversicherung, Krankenversicherung, Pflegeversicherung)

The net wage is the wage paid at the end after deduction of all duties and taxes.

### 5.5.2 Minimum wages

#### **You may not receive less than the minimum wage!**

From 1 October 2022 a statutory minimum wage of 12.00 EUR gross per hour applies to all workers in Germany.

Exceptions apply to persons under 18 years of age who have not completed vocational training, to apprentices and long-term unemployed persons in the first 6 months after resuming work and to certain types of internships, e.g., introductory qualifications in preparation for vocational training.

In addition to the statutory minimum wage, in certain sectors there are generally binding collectively agreed minimum wages that generally take precedence over the statutory minimum wage. These are higher than the statutory minimum wage. These sectors include, e.g., the construction industry, building cleaning, the electrical crafts work and care work.

**Tip:** It is best to ask a trade union which minimum wage applies to you! You can find a list of current industry minimum wages on the website of the Hans-Böckler-Foundation at: [www.boeckler.de](http://www.boeckler.de) see „Mindestlöhne in Deutschland“

**Attention:** Often the employer makes the payment dependent on specifications that you have to fulfil. This is not always allowed.

Have your employment contract checked by your trade union or an advice centre! Your wage must not be lower than the minimum wage applicable in each case!

**Example:** If you clean rooms in a hotel, e.g., the employer often determines how many rooms you have to clean in an hour. The employer may not reduce your wage below the minimum wage. If there are problems write down your working hours and save evidence! The employer must pay you for every hour you worked for them, regardless of how many rooms you cleaned.

## 5.6 If the employer does not pay

### You can take action if you do not receive your wages!

You always have a right to your wages - even if you have been dismissed or do not have a written employment contract. You must claim wages that have not been paid yourself (preferably with the help of a lawyer or trade union) and, if in doubt, sue for them. Neither the police nor other state institutions are responsible for this. First of all, demand the outstanding wages in writing from your employer. This may save you from having to go to court.

### To do this, write a letter to your employer which must contain the following:

- a. list of how many hours you worked for him\*her, when, where and as what.
- b. The exact amount of wages your employer owes you.
- c. Set a deadline for payment of 2 weeks.
- d. Give the details of the bank account into which the missing wages should be transferred.

**Important:** You must sign the letter and send it to the employer by postal mail (preferably as registered mail (*Einschreiben Einwurf*). Alternatively, a person you trust can deliver the letter to the employer for you. A verbal demand for payment is not sufficient. Keep a copy of the letter and the postal receipt so that you can document that you sent the letter. After receiving the letter, the employer has 2 weeks to pay the missing wage. If s\*he does not meet your demands within the time limit you have given him\*her, you can take him\*her to labour court (*Arbeitsgericht*).

Remember that exclusion periods may have been agreed in your employment contract or collective agreement. These stipulate that you must claim your rights from the employer within a certain period of time. If you do not do so in time, your claim will expire. These preclusion periods apply to all claims arising from the employment relationship, not only to wages (e.g., also to references).

**Caution:** These deadlines can be very short! There may be a second deadline after which you have to sue for the wage at the labour court. Be sure to get advice on this so that you do not lose any claims.

Again, there is a special feature for the statutory minimum wage: the statutory minimum wage can be claimed retroactively for 3 years, irrespective of existing preclusion periods.

**Tip:** If you are a member of a trade union, you can get support from trade union lawyers in legal disputes with your employer. It is best to contact your union or a counselling centre as soon as you notice that your employer is not paying.

**Important:** Record your working hours, break times, place of work and completed tasks in a notebook every day. Write down the name and address of the employer, the company you work for or the client, as well as the names of colleagues who can testify to the work you have done. The more information and evidence you have, the better your chances of getting paid by the employer.

In many industries, such as construction or food, you work for an employer who has a contract with another employer. Collect information and receipts about your employer's client, as you may also be able to claim your wages from your employer's client.

**Caution:** Do not wait too long! There are time limits that determine how long you can claim your wages from your employer or in court. If the time limits expire, you will have little chance of receiving your wages.

## 5.7 Working hours (*Arbeitszeit*)

### **How long a working day can be is regulated by law!**

In Germany, the maximum number of hours you may work per day and week is regulated by law. Your working hours may not exceed 8 hours per working day. The working time may only be extended to a maximum of 10 hours if the working time does not exceed 8 hours per day on average over 24 weeks or 6 months. However, there may be exceptions for certain professions or industries.



**Important:** In the construction industry there is a generally binding collective agreement that regulates different working hours for winter and summer. In the months of December to March, the working time is 38 hours per week. In the months of April to November, working hours are 41 hours per week. Different working time rules also apply in agriculture. Check with your trade union to find out what working time rules apply in your sector.

In principle, every hour during which you are available to the employer counts as working time.

Overtime must be ordered by the employer and must always be paid. You must take rest breaks: At least 30 minutes if you work more than 6 hours and 45 minutes if you work more than 9 hours. You have a right to these breaks!

**Tip:** Write down your working hours and breaks every day and have the document signed by your supervisor or another person who can witness your work!

In cases where the employer wants to use you according to the workload, s\*he can make an agreement with you to work on call. A certain number of hours per day and per week must be specified in the contract. If it is not written in your employment contract how many hours you are supposed to work, 20 hours per week and 3 hours per day are regarded as notionally agreed. You must be paid even if there is no work for you. The work must be announced at least four days before the assignment. If this deadline is not met, you are not obliged to accept the assignment. You still retain your right to be paid for the agreed or notional working hours.

## 5.8 Health insurance (*Krankenversicherung*)

### **You are covered by health insurance through work!**

If you take up a job, you are compulsorily insured under the statutory health insurance scheme. This does not apply to mini-jobs. In Germany, health insurance covers the costs of medical treatment. You must present your health insurance card when you visit a doctor. You get your health insurance card from your health insurance company.

## 5.9 Illness

### **If you are ill, you still have to be paid!**

If you have worked for an employer for more than 4 weeks, you will receive your full wage for up to 6 weeks if you are ill. In principle, your employer must pay you exactly the wage you would have earned if you had not been ill (including supplements). If you become ill during the first 4 weeks of your employment, you will receive a replacement benefit from the health insurance fund ("sick pay").

In addition, the following applies in principle: If you are ill for more than 6 weeks at a time, you will not receive a salary from your employer, but sickness benefit from the health insurance fund. To do this, you must submit a "certificate of incapacity for work" (called Krankschreibung (a sick note or "yellow slip - Gelber Schein) to your employer and the health insurance fund, which your doctor will issue to you.

**Important:** You must inform your employer immediately of your inability to work and its expected duration. If you are ill for more than 3 days and cannot work, the medical *Arbeitsunfähigkeitsbescheinigung* (certificate of incapacity for work) must be submitted to the employer at the latest on the working day following the first 3 days of incapacity for work. However, the employer can demand the submission of the certificate of incapacity for work earlier, even from the 1st day of illness, without giving reasons.

**Tip:** Check your employment contract to see what it says about how you have to report sick! If in doubt, ask your employer.

## 5.10. Accident at work and accident insurance (*Arbeitsunfall und Unfallversicherung*)

### **An accident at work must be reported!**

Every employee is insured against accidents that happen on the way to or from work and during work through the Institution for Statutory Accident Insurance and Prevention trade association (Berufsgenossenschaft) or Statutory Accident Insurance (Unfallkasse). Your employer must register you with the Berufsgenossenschaft when you start work. The Berufsgenossenschaft pays you compensation for your wages (Verletztengeld - injury benefit) if you cannot work for more than 6 weeks because of an accident at work. Your employer must continue to pay your wages for the

first 6 weeks unless your employment relationship has not yet lasted for 4 weeks. In this case, you will also receive injury benefits.

**Tip:** If you have an accident at work, you must tell the doctor that the accident happened at work. It is important that this is recorded.

**Caution:** If your employer advises you to say that it was not an accident at work, s\*he probably did not insure you. Go to your trade union or a counselling centre and get advice. If you do not speak enough German, ask the hospital to have someone translate for you.

Statutory accident insurance only covers part of the consequences of an accident. For this reason, you can consider taking out private supplementary accident insurance. Private accident insurance usually also covers high costs for additional or special therapies (rehabilitation services, cosmetic operations) and helps you with the agreed disability benefit, especially in the case of severe consequences of an accident.

The benefits of a private accident insurance are granted independently of the benefits from the statutory accident insurance, there is no mutual offsetting.

## 5.11. Paid holiday (*Urlaub*)

**You are entitled to at least 4 weeks paid holiday per year!**

In Germany, a minimum annual leave of 24 working days applies for a 6-day working week and 20 working days per year for a 5-day working week. Your employer must grant you this leave! This also applies if you have a so-called mini-job. A longer holiday can also be agreed in the employment contract, but not a shorter one. Collective agreements often stipulate higher holiday entitlements.

**Tip:** Here's how you can calculate the minimum number of holidays you are entitled to under the law if you work part-time:

Number of your average working days per week times 24 (holiday entitlement for 6 working days) divided by 6.

**Important:** If you work 5 days a week, you are entitled to at least 20 days of holidays, even if you only work a total of 10 hours a week. However, if you work the 10 hours 2 days a week, you are entitled to at least 8 days of holidays a year: 2 (working days) times 20 (holiday entitlement in working days) divided by 5 (= usual working days, Monday to Friday).

You must apply for your holidays to your employer, who can approve or reject the holiday. Do this in writing and keep a copy. The holidays expire at the end of the calendar year if they are not taken. If the holiday could not be taken in the current year for urgent operational or personal reasons, you must use it up by 31 March of the following year at the latest. The right to paid annual holidays usually only expires at the end of the calendar year if the employer has informed the employee that he/she should take the holiday by the end of the year. If the employee still does not do this, the holiday days can no longer be taken retroactively.

**Important:** You are entitled to full holidays if you leave the employment relationship in the second half of the year and have been employed for at least 6 months! If the employment relationship ends and you have not yet taken all your holidays, the employer must pay out the remaining holiday days.

**Attention:** Deadlines also run here to claim this money! Often these deadlines are very short, so contact your trade union or an advice centre quickly if your employer does not want to pay holiday.

## 5.12 Notice of termination (*Kündigung*)

**For a notice of termination, deadlines must be observed!**

As a rule, an employment relationship cannot be terminated immediately. The usual notice period is 4 weeks to the 15th of the month or to the end of the month. If the employment relationship has existed for more than 2 years, the notice period is extended for the employer. During the probationary period, this period is usually shorter. The period of notice for terminating your employment is often stated in your employment contract or the collective agreement that applies to you.

Both the employer and the employee can only terminate the employment contract without notice if there is an important reason for doing so. This reason must be so serious that continuing the employment relationship until the end of the regular notice period would not be reasonable under any circumstances. In case of doubt, the court must examine this reason.

**Important:** The notice of termination must be in writing. A verbal notice of termination, a copy of a termination, or a notice of termination by e-mail, SMS or fax are not valid!

If you have been employed for longer than 6 months and there are more than 10 employees in the company, the Dismissal Protection Act applies. In this case, the employment relationship may only be terminated for operational, behavioural, or personal reasons.

Operational reasons are when the company can no longer employ you because of the economic situation, e.g., because it has lost important orders.

Personal reasons exist if the employee will not be able to fulfil his/her contractual duties in the future due to his/her personal characteristics, e.g., permanent illness without a positive prognosis.

Behavioural reasons exist if the employee's behaviour gives reason for complaint, e.g., theft in the workplace or repeated unexcused absences (after a warning).

The employer does not have to state reasons for the termination of the employment relationship in the notice of termination.

Pregnant women and people with disabilities have special protection against dismissal!

**Women cannot be dismissed during pregnancy** and until the end of the 4th month after childbirth. However, the employer must know about the pregnancy or be informed of it within 14 days of receiving the notice of termination at the latest.

Severely disabled employees, e.g., employees with a degree of disability of at least 50 per cent, also have special protection against dismissal from the 7th month of employment. This means that the employer may only terminate the employment if the competent integration office has approved the termination.

If you receive a dismissal and do not agree with it, you can defend yourself against it. Even if you were given a verbal notice of dismissal or were merely told not to come to work, you should do something about it. A dismissal that is only communicated to you verbally is invalid. However, continue to offer your labour! Do this in person at the usual start of your working day. If the employer then sends you home, get written confirmation that the employer is releasing you "with continued

pay" (that is, confirming that they will continue to pay you your wages without requiring you to show up for work). You can have a court determine whether the dismissal is effective or not.

**Important:** If you want to defend yourself against a dismissal, you must file an action for protection against dismissal before the labour court within 3 weeks. If you let this period expire, the dismissal is effective, regardless of whether its content is correct or incorrect.

The three-week period begins with the receipt of the notice of termination, i.e., the day it is handed over in the office or the day it is posted in your letterbox.

The period is very easy to calculate: The expiry is on the same weekday in three weeks on which you received the notice. So: handing over the notice at your workplace on Friday = expiry will be on Friday in three weeks. If the 3-week period ends on a Saturday, Sunday or public holiday, the period expires on the working day that follows Sunday.

**Tip:** Visit your trade union or a counselling centre as soon as possible if you have received a dismissal from your employer that you do not want to accept. You can also file a complaint in court yourself. Every labour court has a legal application office. Your complaint will be taken up there free of charge. If you do not speak enough German, you should take someone with you to translate. You can also go to a lawyer. If you have a low income, there is the possibility of applying for legal aid. This means that the court will pay the costs of the lawyer. You can get information about this at an advice centre:

<https://www.faire-integration.de/>

<https://www.arbeitundleben.de/arbeitsfelder/beratungsnetzwerk>

Sometimes employment contracts restrict the possibility of termination by the worker through a so-called repayment clause.

A repayment clause is an agreement that obliges the employee to repay certain costs of training to the employer if the employment relationship is terminated before the end of an agreed period.

As such clauses infringe the freedom of occupation, they are only permissible under specified conditions. For example: the repayment clause must differentiate between the reasons for termination. In the event of termination for personal involuntary reasons, e.g., health reasons the employee must be exempted from the repayment obligation.

Contractual repayment clauses are often not valid. You should therefore check with a legal expert before you decide to terminate your employment whether you are obliged to reimburse training costs.

**Important:** After you have received notice of termination, you must immediately report to the Employment Agency. Otherwise, your unemployment benefits may be reduced.

## 5.13 Termination agreement

### **A termination agreement (*Aufhebungsvertrag*) can have great disadvantages for you!**

It is not uncommon for employers to want you to sign a so-called *Aufhebungsvertrag* in which you agree that your employment relationship will end at a certain point in time. This is different from giving notice. Be careful with these contracts: You risk having your unemployment benefits reduced if you agree. Sometimes it also says that you waive wage claims.

**Tip:** Don't be fooled: An employer does not need your signature to dismiss you. Check whether it is a termination agreement! Do not sign anything you do not understand! If your employer presents you with such a termination agreement, do not sign anything, but take the termination agreement with you and get advice from your trade union on the legal consequences.

## 6 Social law considerations

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### 6.1 Family benefits

Families in Germany are financially supported with various benefits. There are, among others, the following family benefits:

**Child benefit** is paid to parents and children by the family benefits office (Familienkasse) until the child reaches the age of 25 at the latest. The monthly amount of child benefit in 2022 is:

- 219 EUR for the first and second child,
- 225 EUR for the third child, and
- 250 EUR for each additional child.

As part of the tax relief package, the Federal Government has decided on a further child bonus in 2022. This is 100 EUR and is paid from July 2022 onwards. The requirement is that you are entitled to child benefits for at least one day in 2022.

**Parental allowance** is paid to the parents of newly born children by the youth welfare office (Jugendamt) over 12 or 14 months. The parental allowance after the birth amounts to 65 per cent of the previous net income, with a minimum of 300 EUR and a maximum of 1,800 EUR per month.



**Advance alimony** is paid to the children of single parents by the Youth Welfare Office if the other parent does not make the alimony payments. The monthly amount of the advance alimony payment in 2022 is:

- for children from 0 to 5 years up to 177 EUR,
- for children aged 6 to 11 up to 236 EUR,
- for children aged 12 to 17 up to 314 EUR.

In principle, people whose residence title permits gainful employment are entitled to family benefits.

Persons entitled to asylum and recognised refugees are entitled to child benefit, parental allowance, and advance maintenance payments from the day of recognition.

**Tip:** Recognised refugees can receive child benefit retroactively for the time of the asylum procedure for a maximum of 6 months. Find out more about this topic at a specialised counselling centre.

People with the residence permit (Aufenthaltsgestattung) and 'Duldung', with the exception of people with the employment 'Duldung' (Beschäftigungsduldung), are not entitled to child benefit, parental allowance, and advance maintenance payments.

**Important:** The entitlement to family benefits for refugees can, in deviation from this, arise under special conditions from the international agreements, this applies to nationals of Bosnia and Herzegovina, Serbia, Montenegro and Kosovo, Turkey, Tunisia, Algeria and Morocco.

There are other residence titles that may entitle to family benefits under certain circumstances, e.g., residence permit for humanitarian reasons.

**The child supplement** is a benefit paid by the family benefits office if the parents' income is sufficient for living but too low to ensure the children's subsistence. The amount of the child supplement is calculated individually and amounts to a maximum of 229 EUR per month per child in 2022. It includes a monthly immediate supplement for the amount of 20 euros. People who are entitled to benefits under Social Code Book II (SGB II) also receive child supplement.

More information on family benefits can be found at the following link:

<https://www.bmfsfj.de/bmfsfj/themen/familie/familienleistungen>

## 6.2 Social benefits (*Sozialleistungen*)

Upon arrival and notification of the asylum application, refugees receive social benefits according to the Asylum Seekers' Benefits Act (Asylbewerberleistungsgesetz). They are granted by social welfare offices (Sozialämter). They must also be paid without a special application; it is sufficient for the social welfare office to know that the claim exists.

The social benefits can be provided as benefits in kind (food, accommodation, heating, clothing) or as cash benefits. Especially during accommodation in state institutions, benefits in kind are granted.

In the first 18 months of residence, refugees are entitled to so-called basic benefits (Grundleistungen), which are lower than regular social assistance rates. In 2022, the need for a single adult is 367 EUR. For medical treatment, a sickness certificate is issued, which can be used to visit the doctor.

After 18 months of residence, refugees are automatically entitled to social benefits at a higher regular rate, regulated in SGB II/SGB XII (SGB – Social Code), without a separate application. However, this only applies if the duration of stay has not been influenced by the persons concerned in an abuse of rights. Such a situation exists if the person entitled to benefits behaves in a disloyal or dishonest manner. If this prolongs their stay and it would have been possible for them to leave earlier without this disloyal action, for example because the person entitled to benefits deliberately destroys the passport, the increased social benefits are not granted. This may have to be proven by the social welfare office. The standard need for a single adult is 449 EUR in 2022. For medical treatment, a health insurance card must be issued, with which one can visit the doctor.

In some cases, social services reduce benefits or even exclude some people from benefits altogether. Those are people who have a protection status in another EU country and are obliged to leave Germany are only entitled to so-called bridging benefits (Überbrückungsleistungen) for a fortnight and are excluded from other benefits.

**Important:** Such benefit reductions may not be lawful. If you are affected by this, contact an advice centre, and check your options for appeal.

Once you have been recognised as a person entitled to asylum or a refugee, you are no longer entitled to benefits under the Asylum Seekers' Benefits Act. If you are in need of assistance, you are entitled to basic security for job-seekers according to SGB II and can submit an application to the Job Centre. Those who are incapable of working due to age or their state of health are entitled to basic security benefits according to SGB XII, which you must apply for.

## 7 Discrimination in employment

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In Germany, no one may be discriminated against on the grounds of gender, ethnic origin, religion or belief, disability, age, or sexual identity. This also applies to working life, both when seeking employment and in the workplace.

Nevertheless, discrimination can occur and is prohibited by the General Equal Treatment Act (Allgemeines Gleichbehandlungsgesetz).

### **Discrimination can have different forms:**

- In the application procedure, one gets a rejection because the employer does not want to employ older persons,
- In an ongoing employment relationship, the level of pay is different for men and women doing the same job,
- Immigrants are passed over for promotion despite very good work performance,
- The job advertisement mentions that only German native speakers are eligible for the job, even though language competence is not a decisive factor for doing this job,
- Sexual harassment is experienced in the workplace,
- A pregnant woman is treated differently from her male colleagues in the same position, e.g., her fixed-term contract is not extended.

Such situations are not allowed and can have legal consequences. The employer is obliged to protect you from discrimination. Those affected can sue against discrimination. In a lawsuit, one can claim damages and compensation. For example, if you are not hired, you can get compensation of

up to 3 months' salary. However, in practice it can be difficult to prove discrimination on the grounds of gender, ethnic origin, religion or belief, disability, age, or sexual identity.

**Tip:** In cases of discrimination, you can contact the in-house complaints office (*innerbetriebliche Beschwerdestelle*) or the works council (*Betriebsrat*) or the staff council (*Personalrat*). You can also seek advice from the specialised anti-discrimination bodies, e.g., the Federal Anti-Discrimination Agency (*Antidiskriminierungsstelle des Bundes*): [https://www.antidiskriminierungsstelle.de/DE/Home/home\\_node.html](https://www.antidiskriminierungsstelle.de/DE/Home/home_node.html)

Alternatively, you can always contact your trade union for advice.

## 8 Trade Unions

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Workers in Germany are allowed to be member of a trade union (*Gewerkschaft*) to represent their economic and social interests. In this chapter you will find out how trade unions are structured, what principles they follow and why it is worth becoming a trade union member.

### 8.1 Purpose and tasks

Trade unions in Germany are democratically legitimised organisations that are financed and supported by their members. They are not affiliated to any political party and operate independently of state authorities. They are pluralistic and independent, but by no means politically neutral. They take a position in the interest of workers. Trade unions fight for fair pay, better working conditions, fair working hours and social justice. They can organise strikes and conclude collective agreements with employers. The main trade unions have joined together to form the German Trade Union Confederation (DGB). The DGB is the political voice of the member unions with around 6 million organised workers. There are also other trade union organisations representing specific occupational groups.

In Germany there is freedom of association. This means that workers can organise themselves in trade unions. Trade unions are financed by the dues of their members. The membership fee is calculated on the basis of your gross monthly wage. If you are unemployed, the fee is lower.

## 8.2 Legal protection

Trade unions support their members in many issues and offer free trade union legal protection after 3 months of membership. This supports you in legal disputes concerning labour and social law issues.

Advice and legal protection are available, for example, on issues such as warnings, holidays, dismissals, references, accidents at work, wage payments, unemployment benefit II, pension decisions or recognition as a severely disabled person.

The trade union legal protection secretaries can check your employment contract and pay slips and, if necessary, claim possible entitlements from the employer. They also represent you in dealings with the authorities, e.g., the health insurance fund or the job centre.

If you are a trade union member, you can also be represented by trade union legal protection secretaries in all instances of legal proceedings in labour and social law disputes.

Trade union legal protection is financed from your membership fee, you do not have to pay any additional costs for legal advice and representation.

Without legal protection, you have to pay the legal fees yourself in proceedings before the labour court, even if you win the case.

For more information on legal protection, union membership and how to join, see the website:

<https://www.gewerkschaftsmitglied-werden.de/>.

## 8.3 Trade Union addresses

Trade unions in Germany have offices in many cities that you can contact if you want to become a member or have questions. The following is an overview of the head offices of the individual trade unions that are affiliated to the German Trade Union Confederation, the umbrella organisation.

### **Deutscher Gewerkschaftsbund Bundesvorstand (DGB)**

**(German Trade Union Confederation)**

Henriette-Herz-Platz 2, 10178 Berlin

Telephone: +49 30 24060-0

[www.dgb.de](http://www.dgb.de)

**IG Bauen-Agrar-Umwelt (IG BAU)**

(Construction Trade Union)

Olof-Palme-Str. 19, 60439 Frankfurt/Main

Telephone: +49 69 95737-0

[www.igbau.de](http://www.igbau.de)

**IG Bergbau, Chemie, Energie (IG BCE)**

(Mining, Chemical and Energy Workers' Union)

Königsworther Platz 6, 30167 Hannover

Telephone: +49 511 7631-0

[www.igbce.de](http://www.igbce.de)

**Eisenbahn- und Verkehrsgewerkschaft (EVG)**

(Railway and Transport Workers' Union)

Weilburger Str. 24, 60326 Frankfurt/Main

Telephone: +49 69 7536-236

[www.evg-online.org](http://www.evg-online.org)

**Gewerkschaft Erziehung und Wissenschaft (GEW)**

(Education and Science Union)

Reifenberger Str. 21, 60489 Frankfurt/Main

Telephone: +49 69 78973-0

[www.gew.de](http://www.gew.de)

**IG Metall**

(Industrial Metal Union)

Wilhelm-Leuschner-Straße 79, 60329 Frankfurt/Main

Telephone: +49 69 6693-0

[www.igmetall.de](http://www.igmetall.de)

**Gewerkschaft Nahrung-Genuss-Gaststätten (NGG)**

(Food, Beverages and Catering Union)

Haubachstr. 76, 22765 Hamburg

Telephone: +49 40 38013-0

[www.ngg.net](http://www.ngg.net)

**Gewerkschaft der Polizei (GdP)**

(Police Trade Union)

Stromstraße 4, 10555 Berlin

Telephone: +49 30 399921-0

[www.gdp.de](http://www.gdp.de)

**Vereinte Dienstleistungsgewerkschaft (ver.di)**

(United Services Union)

Paula-Thiede-Ufer 10, 10179 Berlin

Telephone: +49 30 6956-0

[www.verdi.de](http://www.verdi.de)

**Material for further reading:**

Glossary: <https://www.anerkennung-in-deutschland.de/html/de/service/glossar-a.php>