

Skilled workers from third countries and workers' rights

What you should know
to work successfully in Germany



Since 2020, people from third countries have had the opportunity to come to Germany via the Skilled Workers Immigration Act if they have found a job.

With this material, we would like to inform people, who have newly arrived in Germany and have taken up employment, about the applicable regulations, as unfortunately employers do not always adhere to existing laws. We want people who are new to Germany to be able to make use of their labour rights.

As 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 are independent of the state and employers. They are specialised and can therefore help better than information material can.

For us trade unions it is important that workers get their rights, e.g. decent wages, social security and good working conditions. We have been fighting for this for over 100 years!

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1 Introduction

This is a guide for skilled workers from third countries who want to work in Germany. It focuses on the legal situation of third-country nationals residing in Germany for the purpose of training or employment. It contains information to help you find a legal job under fair conditions and not get into exploitative work situations.

2 Entry for qualification purposes and recognition of foreign qualifications

If you want to work in Germany but do not have a qualification or your foreign qualification has not been recognised in Germany, there are some options open for you.

In this chapter we give you an overview of the options for immigration for qualification purposes, or recognition of foreign qualifications.

Here you will find out which residence titles you can obtain for these purposes in Germany, which criteria you have to fulfil and what the individual residence statuses entitle you to.

Important to know: If you already have a residence permit in Germany, you can change the purpose of your residence permit for qualification or recognition measures. This is excluded only in a few exceptional cases, e.g., if you want to change to a residence permit for the purpose of recognition of a foreign professional qualification after discontinuing studies or training.

2.1 Entry to take up training

The residence title according to § 16 a AufenthG (Residence Act) is issued for the purpose of completing in-company or school-based vocational training.

Note: Please note that only qualified vocational training enables you to take up subsequent employment in Germany. Qualified training in Germany lasts for at least 2 years.

You will need:

- **A training place (*Ausbildungsplatz*):** as proof of an existing training place, you must submit a training contract (*Ausbildungsvertrag*) and a training plan (*Ausbildungsplan*). If you do not have a training place, you can apply for a residence title (*Aufenthaltskarte*) for the purpose of looking for a training place.
- **Language skills:** for qualified vocational training (*Berufsausbildung*), sufficient German language skills (B1) are generally required (see: <https://www.europaeischer-referenzrahmen.de/>). If the training company confirms that the language skills have been tested, no further proof is required.
- **Proof of means of subsistence (*Nachweis zur Sicherung des Lebensunterhalts*):** You must have funds available in the amount of the BAföG (Federal Student's Assistance Act) maximum funding rate, which in 2022 is 903.00 EUR per month. In individual cases, lower needs may be recognised upon submission of evidence, e.g., a tenancy agreement proving lower housing costs than assessed or the medical insurance is covered through job.
- The Federal Employment Agency (BA) must approve the residence permit (*Aufenthaltskarte*).

The Federal Employment Agency (Bundesagentur für Arbeit - BA) is a state agency that provides services on the labour market, including job placement, job promotion and admission of foreigners to employment.

It checks whether a person with preferential rights is available to fill your training position (priority check) and whether the agreed working conditions are comparable to those of domestic employees, in particular, if the remuneration is not lower than that of comparable domestic trainees.

During the qualified vocational training, you can pursue employment for up to 10 hours a week that is not related to the training.

You will only receive the residence permit for the duration of the training.

Possibilities to change: After successful completion of the qualified training, you may be granted a residence permit for the purpose of seeking employment for a maximum of 12 months. During this time, you may work without restrictions. If you have a job, you can get a residence permit for qualified employment.

If you discontinue your education, you can change the purpose of your residence permit without having to leave Germany. This is possible if you change to another qualified vocational training, to study, to employment with distinctive practical vocational knowledge, to employment as a skilled worker or in case of entitlement, e.g., if the Aliens' Registration Office has to grant the residence permit when the requirements are met (e.g., in case of family reunification).

2.2 Entry for the purpose of studying

The purpose of residence is to complete a full-time course of study at a state or state-recognised higher education institution. This also includes preparatory measures for studies, such as attending a language course or preparatory course for studies, which cannot last longer than two years in total.

You need:

- A study permit from an educational institution,
- Proof of sufficient means of subsistence: You must have funds available in the amount of the BAföG maximum funding rate, which is 934.00 EUR per month in 2022. In individual cases, lower needs may be recognised upon presentation of evidence,
- Language skills are checked during admission to studies, no further language certificate is required as proof.

During your studies, you may work a maximum of 120 full or 240 half working days per calendar year. Part-time student jobs at the university and compulsory internships do not count towards these 120/240 days. In the case of study preparation measures in the first year of your stay, you may only work during the holiday period.

The residence permit is issued for the average duration of studies in the respective subject.

Transfer possibilities: After successfully completing your studies, you can obtain a residence permit to look for work for 18 months. Before completing your studies, e.g., if you drop out, you can only change the purpose of your residence permit for qualified vocational training, employment with distinctive practical vocational skills, employment as a skilled worker or in the case of a legal entitlement.

2.3 Entry for the participation in a qualification measure

If certain deficits in theoretical or practical knowledge are identified as a result of the recognition procedure (*Anerkennungsverfahren*) (see Chapter 7.2.), you can obtain a residence title in Germany to carry out measures to acquire necessary knowledge.

You will need:

- A notice of recognition from the competent recognition office stating the need for qualification.
- A registration for a suitable further training measure
- Language skills: At least a basic knowledge of German is required, usually at level A2. For medical doctors or nursing staff, minimum level B1 is required. Lower language skills may be sufficient if further language acquisition is part of the planned measure. For proof of language skills, it is best to submit language certificates from certified educational institutions, e.g., Goethe-Institut e.V. or others.
- Proof that you are able to cover your living expenses: you must have funds available in the amount of the BAföG maximum funding rate plus 10%. In 2022, this is a total of 1,027.00 EUR per month. In individual cases, a lower need may be recognised upon presentation of evidence (e.g., if, by presenting the certificate of lower actual housing costs, subsistence is already ensured with a lower monthly amount).

Within the scope of the stay in order to carry out measures for the recognition of foreign professional qualifications, residence permits can be obtained for the following purposes:

2.3.1 Participation in an adaptation, compensation, or qualification measure.

The purpose of residence is the completion of various measures. These can be vocational or technical school, in-company or inter-company courses with practical and theoretical contents, preparatory courses for knowledge or aptitude tests as well as general or job-oriented language courses.

When applying for a residence title, you must submit proof of participation in qualification courses (e.g., confirmation of course registration), information on the type and duration of the qualification measures, and details of course providers.

During the adaptation qualification, you can work without restrictions in occupations that are professionally related to the aspired occupation.

Example: A nurse who attends a German course to obtain professional recognition can work as a nursing assistant. A pharmacist can work as a pharmaceutical commercial employee.

In other professions without a professional connection, you can only work up to 10 hours a week.

A residence title can be issued for a maximum of 24 months.

2.3.2 Acquisition of a practical vocational qualification in an unregulated occupation

The purpose of residence according to § 16 d (3) AufenthG (Residence Act) is the acquisition of missing practical vocational knowledge in a non-regulated occupation. Chapter 7.1 explains what regulated and non-regulated occupations are. The practical vocational knowledge is acquired through employment as a skilled worker in a company; e.g., a hairdresser can acquire missing knowledge in a hairdressing salon. Therefore, there must be a concrete job offer.

When applying for the residence title, you must submit a binding commitment from the training company with the job description and the further training plan, in which the employer undertakes to make up for the deficits identified within two years.

With this residence title, you are entitled to employment only within the framework of the practical vocational qualification in the company. The residence title can be issued for a maximum of 24 months.

2.3.3 Taking a knowledge examination for recognition

Residence in accordance with Section 16 d (5) of the Residence Act may be granted for the purpose of taking a knowledge examination for the recognition of a foreign professional qualification.

This residence title is issued for the duration of the examination or several examinations until the result of the examination is announced. When applying for the residence title, you must submit evidence of the forthcoming examination. You must also have a job offer for subsequent employment.

This residence title does not allow you to work additionally.

2.3.4 Carrying out a recognition procedure in Germany

The residence title according to § 16 d (3) of the Residence Act can be issued for the purpose of recognising a professional qualification acquired abroad in Germany.

This title is only intended for skilled workers who are placed in Germany through arrangements between the Federal Employment Agency and a foreign labour administration. At present, this only applies to regulated professions in the health and care sector.

The application for recognition is only submitted after arrival in Germany. During the recognition procedure you can already work in your future occupational field.

A prerequisite for granting of this residence title is your commitment to initiate a procedure for the granting of a professional practice permit after your entry.

The professional practice permit comprises the legal authority to practice the profession as well as the permission to use the professional title. It is granted within the framework of the recognition procedure for regulated professions. There must also be a concrete job offer.

With this title, you can work in your professional field without restrictions. You may be allowed other employment for up to 10 hours per week.

Possibility of changing jobs: After successful completion of measures 2.3.1., 2.3.2, 2.3.3. and 2.3.4., a residence permit for the purpose of job search may be granted for up to twelve months. During the period of job search, gainful employment may be pursued.

Before reaching the maximum period of the residence permit, you may change your residence permit to another purpose, provided you meet the requirements.

After the expiry of the period of the residence permit, you can only change your residence permit for the following purposes: qualified vocational training, studies, employment as a skilled worker, employment with distinctive practical vocational skills or where there is a legal entitlement (e.g., for the purpose of studies). This option is not available in the case of a residence permit for the purpose of taking an examination (see Chapter 2.3.3.).

3 General requirements for entry for the purpose of gainful employment

The granting of a residence permit for the purpose of gainful employment (*zum Zweck der Erwerbstätigkeit*) is linked to a number of preconditions such as your qualification, language skills as well as securing your subsistence.

3.1 Qualification

The granting of a residence permit for the purpose of gainful employment in Germany is generally dependent on your qualification and the activity you wish to pursue. For skilled workers, there are special facilitations for access to the German labour market. Here, the recognition of foreign qualifications is required (see: Chapter 7) if you do not have a domestic qualification.

Skilled workers with academic qualifications are allowed to work in Germany if they have a German or a recognised foreign university degree or a foreign university degree comparable to a German university degree.

They may take up any qualified employment for which the degree qualifies them. The matter of "qualifying" for employment as a skilled worker is fundamentally a decision to be made by the employer, who confirms that he or she wishes to employ the foreign skilled worker by providing information on the "Declaration of Employment Relationship" form.

This means that university graduates can obtain a residence title not only to pursue an academic activity, but also a training profession (e.g., an English language graduate can work as a foreign language correspondent).

Only in the case of the privileged EU Blue Card title does the law require that the employment be commensurate with the qualification. This means that the studies correspond to the profession (e.g., a medical graduate works as a doctor) or the knowledge acquired in the studies is partly or indirectly used in the exercise of the chosen profession (e.g., a medical graduate works in a pharmaceutical company). However, it is excluded to work below the qualification at hand (e.g., a medical doctor cannot work as a nurse).

Skilled workers with vocational qualifications may work in all qualified occupations if they have a German qualified vocational qualification or a foreign qualified vocational qualification equivalent to a German vocational qualification.

Qualified vocational training is deemed to exist if it is vocational training in a state-recognised or comparably regulated training occupation for which a training period of at least two years is stipulated under federal or state regulations. They may work in any occupation for which the qualification qualifies them. This means that employment in related occupations is also possible, e.g., a baker can work as a confectioner.

Persons without vocational training or academic qualifications can only be granted a residence permit for gainful employment in Germany in exceptional cases.

Such exceptions apply, among others, to persons who have no formal training but can prove comparable professional experience. This currently applies to IT workers.

Other special groups who can get a residence permit regardless of qualification as a skilled worker are professional drivers.

Further exceptions apply to citizens of Albania, Bosnia and Herzegovina, Kosovo, Northern Macedonia, Montenegro, and Serbia (this regulation is limited until the end of 2023) as well as Andorra, Australia, Israel, Japan, Canada, the Republic of Korea, Monaco, New Zealand, San Marino, the United Kingdom of Great Britain and Northern Ireland and the United States of America. Nationals of these countries may be granted consent for any activity, including unqualified activities.

Important! In the case of professional drivers and nationals of the above-mentioned countries, the priority check applies.

The priority check (*Vorrangprüfung*) means that the Federal Employment Agency examines all persons registered as unemployed or seeking work to see whether so-called "privileged" persons are available to fill the position. Preferential persons are Germans, EU citizens or persons who have a residence or settlement permit.

3.2 Language skills

In the case of skilled workers with vocational training as well as a university degree who enter Germany for the purpose of taking up employment, language skills are not examined when residence titles are issued. They are assessed within the framework of the recognition procedure by the competent recognition body or, in the case of non-regulated professions, by the employer.

Language skills at level B1 (see: <https://www.europaeischer-referenzrahmen.de/sprachniveau.php>) are a prerequisite for IT workers with pronounced practical occupational knowledge without formal training.

However, the law allows for exceptions in justified cases. They could be relevant in particular if you speak English well or the job is carried out in English.

For the title for the purpose of seeking work and the residence permit for skilled workers, sufficient language skills at level B1 are required.

3.3 Subsistence

A further prerequisite for obtaining a residence title for gainful employment is a secure subsistence. This is ensured if you can cover your basic needs yourself without receiving social benefits. In practice, it is checked whether you still have a supplementary claim to unemployment benefit II with your current income. If this is the case, your subsistence is considered to be unsecured. It does not matter whether you actually apply for unemployment benefit II or not.

Unemployment benefit II (the basic income support under the Social Code II) is a benefit paid to persons capable of working to secure basic needs. It can also be granted in addition to income if this income is not sufficient to cover needs.

If you enter Germany as a skilled worker with vocational training or academic qualifications and have a full-time job, your subsistence is already considered to be secured, provided the Federal Employment Agency has approved your employment. A renewed examination by the Foreigners' Registration Office or Visa Office does not take place.

If the employment is part-time or if you enter the country with other family members, the examination of the means of subsistence will be carried out. For example, a single person must earn a monthly net income of at least 750 EUR for living expenses. The costs of warm rent must be added to this.

Important! Irrespective of the secured subsistence, certain minimum income limits apply in the individual cases as a requirement for the granting of a residence title. Read more about this in Chapter 4.

4 Entry for employment with a recognised qualification

For skilled workers with a recognised qualification, there are several residence titles available for employment in Germany, which are, however, linked to different requirements.

For this, you need a concrete job offer in a qualified occupation. As proof of the job offer, you must submit an employment contract or a binding commitment from the employer to the visa office. The residence title is usually issued for 4 years.

Except for the EU Blue Card for standard professions (see Chapter 4.2.), the granting of the title is dependent on the approval of the Federal Employment Agency.

Tip: If you already have a job offer and want to accelerate your entry into Germany, ask your future employer about the option of the accelerated skilled worker procedure! Your future employer can get more information about this from your local Foreigners' Registration Office.

4.1 Job search

Skilled workers from third countries who have a recognised vocational training, or a university degree may enter Germany for a maximum of 6 months to look for work.

You are not allowed to work with this residence title. However, you are allowed to work so-called trial jobs for up to ten hours per week. In this context, the potential employer can check whether you are suitable for the job.

If the job search is not successful, your stay cannot be extended beyond 6 months. You may re-enter Germany for the purpose of seeking employment if you have already been abroad for as long as you have been in Germany before.

4.2 EU Blue Card

The EU Blue Card is issued to academics for the purpose of employment, provided that a certain minimum salary is paid. A distinction must be made between shortage occupations and standard occupations.

Shortage occupations (*Mangelberufe*) are occupations in which there are bottlenecks according to the skilled labour shortage analysis of the Federal Employment Agency. **Standard occupations** are all other occupations.

In the standard occupations, the minimum income must be 56,400 EUR in 2022. In the so-called shortage occupations such as doctors, mathematicians, natural scientists, engineers and IT specialists, the minimum income must currently be 43,992 EUR.

In regular professions, the EU Blue Card is issued without the approval of the Federal Employment Agency!

Important to know: The EU Blue Card is a "privileged" title: you can change to a permanent title more quickly and your spouse is entitled to a residence permit even without German language skills.

4.3 Skilled workers with academic training who are not entitled to an EU Blue Card

This purpose of residence according to Section 18b (1) Residence Act is available for the pursuit of qualified employment to which your university degree qualifies you.

If, as a skilled worker, you have reached the age of 45 when the residence title is issued, your minimum income must be at least 46,530 EUR in 2022. If your income is below this limit, proof of adequate old-age provision (*Altersvorsorge*) may be submitted, or an exception may be allowed.

An exception may be permitted if there is a public interest in the employment, in particular a regional, economic, or labour market policy interest, e.g., if jobs are maintained or created through the employment of the skilled worker.

4.4 Skilled workers with vocational training

The purpose of residence according to Section 18 a Residence Act is available for the pursuit of qualified employment for which the acquired vocational training qualifies you. The following also applies in this case: If, as a skilled worker, you have completed your 45th year of life when the resi-

dence title is issued, the minimum annual income must be at least 46,530 EUR in 2022. If your income is below this limit, proof of adequate old-age provision may be submitted, or an exception may be permitted. An exception can be made if there is a public interest in employment.

4.5 Settlement permit for skilled workers

The settlement permit is an unlimited residence title. A skilled worker qualifies for a settlement permit if s*he has been in possession of a residence permit for gainful employment for skilled workers for 4 years, pension contributions have been paid for 4 years and B1 language skills are available. In the case of a German qualification, this time is reduced to 2 years.

Blue Card-EU holders can obtain the settlement permit after 33 months in the case of language skills at level A1 or 21 months in the case of language skills at level B1.

5 Entry for employment without a recognised qualification

Immigration for qualified employment, regardless of a recognised qualification, is an exception. It currently exists for skilled workers in the IT sector, as well as for professional drivers. Read more about the requirements for this residence title.

5.1 Skilled workers with particularly pronounced practical knowledge in the IT sector

The title in accordance with § 19 c (2) Residence Act in conjunction with § 6 Employment Ordinance is intended for qualified employment in the IT sector if you have specialist knowledge without a formal qualification but have acquired this through professional practice.

The requirement is at least 3 years of professional experience at the level of an academic specialist acquired within the last 7 years.

The minimum income of at least 50,760 EUR is required for this title in 2022.

5.2 Professional drivers in the transportation of goods and passengers

This residence title according to § 24 a of the Employment Regulation is intended for employment of professional drivers without formal qualification.

In order to obtain this residence permit, drivers need an EU driving licence and an initial qualification or an accelerated initial qualification.

Basic qualification means having the necessary qualification that drivers of commercial goods and passenger transport must pass. It is taken in a 7.5-hour practical and theoretical examination before the Chamber of Industry and Commerce. The basic qualification can be acquired as a so-called accelerated basic qualification. In this case, the course consists of 140 hours of instruction and 10 hours of practical training. At the end of the accelerated basic qualification there is a 90-minute theoretical examination before the Chamber of Industry and Commerce.

Both the EU driving licence and the initial qualification can be obtained at the existing workplace in Germany. A stay of 15 months is permitted for these measures, with the possibility of extension for a further 6 months. During this time, you remain employed subject to social insurance contributions. You must have an employment contract obliging you to participate in measures to obtain the required driving licence and qualifications. However, until the measures have been successfully completed, you may not be employed as a professional driver; you may do other work, e.g., as a co-driver.

Important! In this case, when applying for a residence permit, you must also provide proof of a concrete job offer with the same employer for the period after you have obtained the qualification.

The minimum income for drivers who take up employment after reaching the age of 45 must in principle be a salary of 46,530 EUR earned in 2022.

6 Employer's obligation and their legal consequences

Each residence title specifies which gainful employment is permitted.

In the case of residence titles issued for the purpose of employment with a specific company, only this employment is permitted. This is called an employer's obligation. In this case, you may not pursue any other employment.

If you want to change jobs, you need a new residence permit from the Foreigners' Registration Office and, if necessary, the approval of the Federal Employment Agency. You must wait with a new employment until you are granted a corresponding permit.

Caution! If you take up the new employment before the permit is granted, you commit an administrative offence. It can be punished with a fine of up to 5,000 EUR.

There is an exception here for Blue Card-EU holders: in principle, they can take up a new job after 2 years without a new permit from the Foreigners' Registration Office.

After 2 years of employment with a residence permit for gainful employment, the approval requirement of the Federal Employment Agency does not apply. In practice, this means open access to all professions. You can take up any job. However, this does not apply to the titles described in Chapters 5.1 and 5.2.

Tip: Check how the ancillary provisions for employment are formulated in your residence title. It may be that it says, "After 2 years of employment subject to compulsory insurance, any activity is permitted", in which case you do not have to do anything. Otherwise, you must apply for the ancillary provision on "employment permitted" to be changed.

What else you should know: Sometimes companies change their legal form (e.g., a limited partnership is converted into a GmbH) or the business is sold and continued by a new owner. If this applies to your employer, you do not have to worry: your residence title does not change in such cases. It is only a formal change and you do not need a new residence permit.

7 Recognition of professional degrees and qualifications

If you have acquired vocational training or other qualifications in your country of origin, you should check whether these can be recognised in Germany. The recognition of qualifications increases your chances on the labour market and opens the way to a residence permit in Germany.

7.1 Legal basis

The Act on the Determination of the Equivalence of Professional Qualifications (*Gesetz über die Feststellung der Gleichwertigkeit von Berufsqualifikationen*) gives persons with a professional qualification acquired abroad the right to carry out the recognition procedure in Germany. This applies regardless of nationality and residence title. Persons residing abroad can also apply for the examination of their qualifications.

Specific regulations under state legislation apply to some professions.

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

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 certain qualification according to the legislation. These are, for example, nurses or educators. Recognition is a prerequisite for practising the profession.

In the **non-regulated professions**, you do not need a state licence to practise. No recognition is required to work in these professions.

Important: In the case of non-regulated professions, recognition is not a prerequisite for practising the profession. However, it is absolutely necessary for granting the residence permit for employment as a skilled worker in these professions!

The foreign professional qualifications in the non-regulated professions must therefore be assessed for residence purposes 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 for regulated professions. In order to be granted a residence title, foreign professionals with such a degree must prove that their foreign degrees are recognised as comparable in Germany. The "ANABIN" database of the Central Office for Foreign Education provides information on this:

www.anabin.kmk.org see: Higher degrees

If you cannot find the profession in "ANABIN", please contact the Central Office for Foreign Education at the Office of the Standing Conference of the Ministers of Education and Cultural Affairs of the States (*Zentralstelle für ausländisches Bildungswesen beim Sekretariat der Ständigen Konferenz der Kultusminister der Länder*) for an individual assessment of the certificate.

7.2 Recognition procedure

In order to establish the equivalence of the qualification, you must submit an application for recognition. You submit the application to the competent office in the federal state where you plan to work in the future. 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.

During the recognition procedure, your foreign qualification will be compared with the German reference occupation. A decision will then 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 third case, which occurs frequently in practice, you are given the opportunity to catch up on missing knowledge through qualification measures. In the case of the regulated occupations described above, the compensatory measure is specified in the notice of deficiency issued.

A **compensatory measure** is an adaptation course or an examination through which persons who wish to exercise a regulated occupation can compensate for the differences between the knowledge of the foreign qualification and the requirements of the German reference occupation.

In the case of non-regulated professions, the issued notice of partial equivalence contains the list of essential differences that should be compensated for; an adaptation qualification should be identified on this basis.

Tip: Get advice on the appropriate qualification measures from the specialised bodies:

www.netzwerk-ig.de/foerderprogramm-ig/fachstellen/fachstelle-beratung-und-qualifizierung

In regulated professions, the equivalence of the professional qualification is established when the applicant successfully completes the compensatory measure. Afterwards, the criteria for admission to the profession 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.

Further information on the recognition procedure in Germany can be found on the website:

www.anerkennung-in-deutschland.de/html/de/index.php

7.3 Central Service Point for Professional Recognition (*Zentrale Servicestelle Berufsanerkennung - ZBSA*)

Professionals who are abroad can obtain initial information on recognition in Germany from the "Working and Living in Germany" hotline at +49 30 1815 111, which is offered by the Federal Office for Migration and Refugees (BAMF) and the Central Foreign and Specialist Placement Office (ZAV) of the Federal Employment Agency. The hotline is available in German and English from Monday to Friday from 8 am to 4 pm.

For more in-depth counselling and support in the recognition procedure, contact the Central Service Point for Professional Recognition (*Zentrale Servicestelle Berufsanerkennung - ZSBA*), which is located at the Central Placement Services for Foreign and Specialist Workers (*Zentrale Auslands- und Fachvermittlung, ZAV*) of the Federal Employment Agency.

The ZSBA accompanies you through the entire recognition procedure until you enter Germany. It provides you with information on the opportunities you have on the German labour market, on requirements for recognition, but also on residence titles that can be obtained after the recognition procedure. The ZSBA clarifies which reference occupation corresponds to your foreign qualification and which office is responsible for recognition. They will tell you how to compile the application and any necessary attachments. Your application will be checked for completeness by the ZSBA and forwarded to the recognition office.

You can reach the ZSBA by telephone via the "Working and Living in Germany" hotline or by e-mail: recognition@arbeitsagentur.de.

8 Placement practices

Employment agencies establish links between employers and job or training seekers in order to facilitate the conclusion of an employment or training contract.

In this chapter you will find out what rules apply to placement agencies in Germany, what you should look out for in placement contracts and how to find your employer in Germany.

8.1 Type of placements

There are two types of employment agencies: public and private.

In Germany, public employment services are provided by the Federal Employment Agency. Every jobseeker has a right to counselling on training and job search, career development and, if necessary, support services.

Private placements (Private Arbeitsvermittlung) is carried out by companies that find employment for jobseekers on the basis of the placement contract. The placement contract must be concluded in writing; a verbal agreement is invalid.

Caution! In addition to the official placement structures, middlemen without registered placement activity operate on the labour market, sometimes recruiting people for jobs in Germany with false promises. They usually do not give a business address, do not have their own website, send emails from private email addresses, and only give a mobile phone number. It is not uncommon for them to demand advance payments and only want to sign the contract after you entered Germany. Better keep your distance from such offers! They are not serious and may not operate within the legal framework.

8.2 Scope of services provided by employment agencies

In addition to finding a suitable job, placement includes all services required to prepare and carry out the employment.

Particularly when recruiting workers from abroad, employment agencies offer other comprehensive services: Advice on residence rights, completion of entry formalities, language courses, application training, transport and accommodation.

8.3 Risks and problems

Only conclude written agreements!

Do not rely on verbal agreements. Make sure that all services agreed with the employment agencies are recorded in writing. You should receive information in advance about working conditions

in which you will be placed. Ask for a placement contract that contains comprehensible regulations.

Beware of unreasonable placement fees!

Public employment services are generally free of charge. Private employment agencies may charge fees for the services they provide. You only have to pay the placement fee if you are successful, e.g., if you conclude an employment contract. In principle, the placement fee may amount to a maximum of 2,000 EUR. If the fee is higher, the contract is invalid. No mediation fee may be demanded from persons seeking a training place in Germany. The costs are borne exclusively by the training provider.

Important: If you have commissioned an intermediary based in your home country, these rules may not apply. Find out, e.g., from the employment service in your country of origin whether the foreign agency is allowed to charge you a fee at all. In some countries, private employment agencies are not allowed to charge applicants fees or other costs, either directly or indirectly.

Be careful with adhesion contracts or repayment clauses!

In some mediation contracts, high penalties are agreed if you terminate the employment contract prematurely. Sometimes the intermediaries also demand repayment of the costs of language courses or other training you have taken. Such contractual clauses are often legally invalid. Find out more about this from trade unions or advice centres:

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

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

8.4 Recruiting skilled workers

Foreign skilled workers (*ausländische Fachkräfte*) can use the placement service of the Federal Employment Agency. You will find many offers throughout Germany on the official website JOBBÖRSE of the Federal Employment Agency:

<https://jobboerse.arbeitsagentur.de/prod/vamJB/startseite.html?kgr=as&aa=1&m=1&vorschlagsfunktionaktiv=true>

or on the Federal Government's online portal: <https://www.make-it-in-germany.com/de/jobs/jobboerse>.

9 Forms of employment

In Germany, employment contracts are often concluded as permanent full-time employment relationships. This ensures full social and labour law protection for employees. In addition to this relationship, other forms of employment exist in the labour market. Read more about the special features and risks of different employment relationships in the following chapter.

9.1 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 520.00 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 insurance for the consequences of a need for long-term care. In the event 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 the event 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 the event 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 event 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 s*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)).

9.2 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 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 benefits 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 out voluntary insurance with the health insurance fund with 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 you may earn up to 520 EUR per month with the 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.

9.3 Temporary work (*Leiharbeit*)

Important: Skilled workers from third countries who wish to enter the country under the new Skilled Workers Immigration Act may not be employed in temporary work. Only in cases where the activity is permitted under the Residence Act and no approval is required from the Federal Employment Agency is employment as a temporary worker permitted. This is the case, for example, with the EU Blue Card for regular professions or a residence permit for gainful employment after at least 2 years of employment subject to compulsory insurance.

So-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 company you are deployed.

You should also know that: Most temporary employment agencies follow collective agreements when it comes to payment. You can read about what a collective agreement is in Chapter 10.2. There are currently two collective agreements on pay, abbreviated to: DGB-iGZ and DGB-BAP¹.

The minimum wage in temporary work will increase from 10.88 EUR gross to 12.43 EUR gross per hour 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 can also be higher and results from the classification of your professional qualification, the difficulty of your work and the duration of your assignment. Accordingly, you will

¹ 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 two collective wage agreements DGB-iGZ and DGB-BAP, so-called sectoral collective wage agreements apply in some sectors. 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 are the maximum. 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, you are not protected against dismissal under the Dismissal Protection Act. Please inform yourself in detail.

9.4 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 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: If there are problems seek advice!

9.5 Contracts for work (*Werkverträge*)

Beware of fictitious contracts for work and services!

In a contract for work and labour, the workers are employed by another company. As a worker under a contract for work and labour you receive instructions from the supervisor of your own company and work for your employer in an external 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 reduce 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.

9.6 Self-employment (*Selbständige Tätigkeit*)

Depending on your status, you may or may not be allowed to become self-employed in Germany. You may need a permit from the Foreigners' Registration Office. Find out more at specialist counselling centres. To become self-employed, you must register a trade, unless it is a freelance activity. Get advice on this from the relevant offices, such as the chambers of industry and commerce or the tax office. The self-employed have no social protection like employees. You must pay for your own health insurance and pension insurance.

Beware of fictitious self-employment!

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 many 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, e.g., all contributions to health, long-term care, pension, and unemployment insurance. Your client may face additionally a very high fine or imprisonment.

There are many known cases of people being registered as self-employed 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.

10 Workers' rights in Germany

Here you will find information on what employment rights you have in Germany, what you need to be aware of when signing an employment contract and what your employer's obligations are.

10.1 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.

An oral employment contract is generally valid. The employer must provide you with the essential contents of the employment contract (for example, what the job is, how many hours per day you are to work and what your wage is) in paper form. You have the right to a written confirmation ("proof") of your working conditions. Violations are subject to fines from 1 August 2022.

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 EUR 2,000.

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 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 at 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!

10.2 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 an industry. And 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 see „Allgemeinverbindliche Tarifverträge“.

10.3 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 probationary period must be in reasonable relation to the expected duration of the fixed-term contract and the nature of the job. Please contact the advisory centre to check if the probationary period agreed in your employment contract is not unreasonably long.

The probationary period allows for an easy and quick termination of the employment relationship in case you or your employer are not satisfied with the outcome of the probationary phase.

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 2 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.

10.4 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, 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. 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.

10.5 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 usually 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!

10.5.1 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.

10.5.2 Minimum wages

You may not receive less than the minimum wage!

From 1 October 2022 a statutory minimum wage of 12.00EUR gross per hour applies to all workers in Germany. Exceptions apply to persons under 18 years of age who have not completed voca-

tional 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, for example, 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 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 any case!

Example: If you clean rooms in a hotel, for example, the employer often determines how many rooms you have to clean per 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.

10.6 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. A list of how many hours you worked for him, when, where and as what.
- b. The exact amount of wages your employer owes you.
- c. Set a deadline of 2 weeks for payment.
- 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 a 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 legal action.

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.

10.7 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.

10.8 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 get your health insurance card from your health insurance company. You must present your health insurance card when you visit a doctor.

10.9 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.

10.10 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 benefit.

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

10.11 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 amount 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 holidays. 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 s*he 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 for unspent holidays.

10.12 Notice of termination (*Kündigung*)

For a notice of termination, deadlines must be observed!

As a rule, the 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, 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 %, 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, e.g., 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 date 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.arbeitundleben.de/arbeitsfelder/beratungsnetzwerk>

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

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 by legal expert whether you are obliged to reimburse the training costs before you decide to terminate your employment

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

10.13 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.

11 Social law considerations

In the following chapter you will learn under which conditions third-country nationals living in Germany can receive family and social benefits.

11.1 Family benefits

Persons entering Germany can receive financial support under certain conditions. It is only granted if the children also have their residence or centre of life in Germany.

Important to know: Receiving family benefits such as child benefit (*Kindergeld*), child supplement (*Kinderzuschlag*), advance alimony (*Unterhaltsvorschuss*) and parental allowance (*Elterngeld*) (see below) does not have a negative effect on your residence permit. On the contrary: these benefits count towards your income when checking whether you can independently secure your subsistence.

The following family benefits are available:

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 out from July 2022. The requirement is that you are entitled to child benefit 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.

Entitlement to child benefit, parental allowance and advance alimony depends on the parents' right of residence. It is available to persons residing for the purpose of training or gainful employment with the following titles:

- Settlement permit
- Permit for permanent residence-EU
- Blue Card-EU
- ICT card and mobile ICT card
- Residence permit if these entitle, have entitled, or permit gainful employment for a period of at least six months (with the exception of titles for training, job-seeking, au pair, and seasonal employment)

- Residence permit for the purpose of studying, recognising foreign professional qualifications and seeking employment after completing a course of study or vocational training in Germany, but only on condition that one is gainfully employed, on parental leave or receiving unemployment benefit.

Regardless of their residence status, nationals of Bosnia and Herzegovina, Serbia, Montenegro, Kosovo, Algeria, Morocco, and Tunisia as well as Turkey are entitled to child benefit on the basis of international agreements.

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 229.00 EUR per child per month in 2022. It includes monthly immediate supplement in the amount of 20 euros. All residence titles that entitle the holder to child benefit and unemployment benefit II also entitle the holder to child supplement; this excludes persons residing for the purpose of seeking employment.

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

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

11.2 Unemployment benefit II

Unemployment benefit II (*Arbeitslosengeld II*) is a social benefit paid to persons who have their usual place of residence in Germany, are fit for work and in need of assistance. A person is fit for work if s*he is able to work at least 3 hours a day. A person is in need of assistance if s*he cannot sufficiently secure his*her subsistence from the income or assets to be taken into account. Unemployment benefit II can also be received if you work but the income earned is not sufficient to cover the cost of living.

If you have a residence title for the purpose of education or gainful employment, you are generally entitled to receive unemployment benefit II. This does not apply to persons who have a residence title for the purpose of seeking employment. Persons whose stay in Germany is so short-term that they do not establish a habitual residence in Germany (e.g., residence for the purpose of research for persons with a residence title from another EU state) are also excluded from receiving unemployment benefit II.

Receiving unemployment benefit II may, however, have consequences under residence law. One of the requirements for the granting and extension of residence titles is a secure subsistence. Unemployment benefit II is one of the "harmful" social benefits: claiming it means that subsistence cannot be secured independently. This can lead to the foreigner's authority terminating your residence permit.

However, exceptions to this are possible in special atypical cases. Each individual case must then be examined by the Aliens' Registration Office (*Ausländerbehörde*) when taking all relevant circumstances into account.

Important: If you find yourself in a financially difficult situation, seek professional advice at an early stage and have it checked to what extent the application for unemployment benefit II may jeopardise your residence before you submit your application.

12 Accommodation

Accommodation (*Unterbringung*) provided by the employer or the training company can be a helpful solution when entering Germany from abroad. The situation on the housing market is tight, especially in big cities, and without accommodation it would be difficult to take up work.

Various constellations come into question: the employer can provide you with a so-called works tenancy flat (*Werkdienstwohnung*). In this case, no independent tenancy agreement is concluded, but the conditions of the lease are included in the employment contract. If you conclude a tenancy agreement with your employer in parallel to the employment contract or the training contract, it is usually a works tenancy flat. This distinction plays a role, for example, in the length of notice periods.

A special category is employee accommodation (*Arbeitnehmerunterkünfte*): these are rooms used by employees for living purposes during their free time. Often the employer provides such accommodation if the nature of the work requires it, e.g., in agriculture. In some sectors, collective agreements require the employer to provide accommodation when workers are deployed far from the place of work (e.g., in the construction or scaffolding trades). Special protection rules apply to workers' accommodation.

Tip: You should clarify the accommodation conditions in advance of your entry. It should be clearly stated whether the accommodation will be provided to you for a fee or free of charge, or how much the rent will be. Ask for a written agreement on the accommodation! If you do not understand the conditions, seek counselling.

12.1 Accommodation standards

Accommodation must meet certain standards to be allowed to be rented out. In some federal states there are laws on this subject that precisely regulate the minimum rent requirements. In general, the minimum basic equipment includes a cooking room with ventilation facilities, water tap, sink and connection facilities for gas and electric cookers, as well as a toilet and a bathroom. Some federal states have also set minimum square metres per person, which may not be less than 9 m².

In Saxony-Anhalt, Berlin, Hesse, Bremen, and North Rhine-Westphalia, you can contact the housing supervisory authorities if the housing conditions are inappropriate. The authority can inspect a flat and initiate measures to remedy the deficiencies.

In other federal states, you can enforce your claims for adequate living conditions against the landlord/ landlady under private law. Mould, defective heating, and other defects entitle you to reduce the rent and have the defects remedied. Tenants' associations (*Mietervereine*), which can be found throughout Germany, offer support:

<https://www.mieterbund.de/beratung/mieterverein-vor-ort.html>

Irrespective of the state regulations on housing supervision, employee accommodation is subject to special minimum requirements under the Workplace Ordinance. They apply to accommodation provided by the employer for employees and to shared accommodation (shared use by several employees, at least 4 persons) provided both by the employer and by third parties (e.g., hotel or holiday home operators) at the instigation of the employer. In these cases, the employer is responsible for the adequacy of the accommodation.

The following conditions must be met:

- There must be at least 8 m² of floor space for each occupant.
- In buildings there may be a maximum of 8 beds in one room, in containers a maximum of 4. Each resident must have their own bed with mattress and pillow, at least one chair, part of a table space and a lockable wardrobe cabinet.

- Accommodation must receive sufficient daylight and be equipped with adequate artificial lighting.
- It must be possible to heat the rooms to at least +21 °C during the period of use.
- There must be sufficient sanitary facilities in relation to occupancy.
- Separate accommodation for male and female occupants must be ensured in the workers' accommodation.

The local occupational health and safety authority is responsible for monitoring abuses in workers' accommodation. You can find the addresses here: <https://www.baua.de/DE/Themen/Arbeitsgestaltung-im-Betrieb/Branchen/Bauwirtschaft/Baustellenverordnung/pdf/Arbeitsschutzbehoerden.pdf?blob=publicationFile>

It sometimes happens that the worker who resists bad working or housing conditions is expelled from the accommodation.

Important! The employer is not allowed to terminate your accommodation from one day to the next without a reason. Depending on the type of accommodation you have been given, different protection regulations and notice periods apply to you. Contact the advice centre in good time and find out about your rights!

12.2 Reasonable costs and ways of paying rent

In principle, the amount of rent should be based on the local rent. The local rent indicates how high the rent is for similar flats in a certain area. Ask your local municipality (*Stadtverwaltung*) for the so-called rent index (*Mietspiegel*). In this document you can check whether the rent you are asked for to pay is reasonable.

In several places in Germany, the so-called *Mietpreisbremse* (rent brake) applies, which means that the rent may only be 10% higher than the local rent. There are exceptions, so get advice on this, e.g., from your local tenants' association (*Mieterverein*).

If the agreed rent exceeds the local comparable rent by more than 50 %, the landlord is liable to prosecution.

No special regulation applies to the price of workers' accommodation. Contact a trade union or an advice centre to check whether the costs you are paying are reasonable.

Often the rent is deducted directly from your salary. You have to agree this explicitly with the employer so that s*he is entitled to deduct the rent from your salary every month. These deductions must be shown as rent in your pay slip. It is important that the boundaries between wages and rent are clear and understandable.

If you pay the rent in cash, be sure to get a receipt for the payment. Enter the amount paid and the period for which it was paid on the receipt. This will enable you to prove that you have paid the housing costs and that there are no debts to the employer for this reason.

In practice, it is often the case that the flat is credited to the employee as a so-called remuneration in kind (*Sachbezug*).

Remuneration in kind (*Sachbezug*) is a form of remuneration that is not granted by the employer as money but as a benefit in kind, e.g., the employer provides the employee with a company car for private use. The value of the use of the benefit in kind counts as part of the salary.

The benefit in kind must be shown on the pay slip. It must not be too high. The wage must be paid to you in the amount of the unattachable amount (*unpfändbarer Betrag*). An unattachable amount for an unmarried, non-maintained person is 1,330.16 EUR net per month in 2022. The benefit in kind can therefore only be offset against the amount from 1,330.16 EUR.

If you have been given a complete flat, the value of the benefit in kind that may be offset corresponds to the local rent. However, if you only occupy a room with shared use of the bathroom, toilet and kitchen, the value of the benefit in kind may not exceed 241.00 EUR per month in 2022, provided you only have the room for yourself. This amount will be adjusted annually and included in the Social Security Remuneration Ordinance (*Sozialversicherungsentgeltverordnung*) (see: <https://www.gesetze-im-internet.de/svev/>).

13 Discrimination in employment

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 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*). 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

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

14 Trade Unions

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.

14.1 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.

14.2 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/>.

14.3 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

IG Bauen-Agrar-Umwelt (IG BAU)

(Construction Trade Union)

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

Telephone: +49 69 95737-0

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

Eisenbahn- und Verkehrsgewerkschaft (EVG)

(Railway and Transport Workers' Union)

Weilburger Str. 24, 60326 Frankfurt/Main

Telephone: +49 69 7536-236

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

IG Metall

(Industrial Metal Union)

Wilhelm-Leuschner-Straße 79, 60329 Frankfurt/Main

Telephone: +49 69 6693-0

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

Gewerkschaft der Polizei (GdP)

(Police Trade Union)

Stromstraße 4, 10555 Berlin

Telephone: +49 30 399921-0

www.gdp.de

Vereinte Dienstleistungsgewerkschaft (ver.di)

(United Services Union)

Paula-Thiede-Ufer 10, 10179 Berlin

Telephone: +49 30 6956-0

www.verdi.de

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