

The German version of this document is the only *legally binding version*. This English translation is for your convenience only.

Between

the state of Baden-Württemberg

represented by the employing authority: University of Konstanz

and

Mr....., born on:, (employee),

- a) subject to the condition that the employee successfully complete his (please specify: higher education degree) beforehand
- b) subject to the condition that the employee present a valid residence permit allowing him to work at the University of Konstanz

the following work contract is concluded for employees to whom the TV-L applies:

§ 1 Employment, volume of employment

§ 1 Continued employment, volume of employment

- a) We will temporarily employ Mr..... as of
- b) We will continue to temporarily employ Mr..... as of

- ☐ in full-time employment
- ☐ in part-time employment
- ☐ with percent of the average regular weekly working hours of a corresponding full-time employee.
- ☐ with an average ofregular weekly working hours.

In case of justified professional reasons, the part-time employee is required to perform stand-by duty, on-call duty, extra hours and additional work.

Employment is of fixed duration

- ☐ in accordance with § 2 para. 1 *Wissenschaftszeitvertragsgesetz* (German law on fixed-term contracts in academia)
- ☐ in accordance with § 2 para. 5 No. 3 *Wissenschaftszeitvertragsgesetz*
- ☐ in accordance with § 2 para. 2 *Wissenschaftszeitvertragsgesetz*
- ☒ until
- ☐ until the following goal has been reached
.....;
no longer than
- ☐ to temporarily replace the job holder who is a) on maternity leave / b) parental leave / c) care leave
d) care period

§ 2 Implementation of collective agreements

For the employment relationship the following apply:

- *Tarifvertrag für den öffentlichen Dienst der Länder (TV-L*)*
- *Tarifvertrag zur Überleitung der Beschäftigten der Länder in den TV-L* und zur Regelung des Übergangsrechts (TVÜ-Länder)*** as well as
- collective agreements that supplement, amend or replace TV-L* and TVÜ-Länder**.

The version valid for the area of the *Tarifgemeinschaft deutscher Länder* (German collective bargaining association) and the state of Baden-Württemberg applies, as well as

- further relevant collective agreements for the state of Baden-Württemberg.

- ☐ § 21 para. 1 to 5 *Bundeselterngeld- und Elternzeitgesetz* (act on parental leave allowance and parental leave) apply to the employment relationship.
- ☐ § 6 para. 1 to 3 *Pflegezeitgesetz* (act on care leave) apply to the employment relationship.
- ☐ § 2 para. 3 *Familienpflegezeitgesetz* (act on family care leave) in connection with § 6 para. 1 to 3 *Pflegezeitgesetz* applies to the employment relationship.

§ 3 Probation period, dismissal

- (1) ☐ The probation period in accordance with § 2 para. 4 sentence 1 *TV-L** is month / s.
- ☐ The probation period is six weeks in accordance with § 30 para. 4, sentence 1, first clause *TV-L**.
- ☐ The entire period of employment is a probation period in accordance with § 2, para. 4, sentence 1 *TV-L**.
- (2) ☐ If the fixed-term contract based on § 30 para. 1 sentence 1 *TV-L** is terminated, § 34 para. 1 *TV-L** applies.
- ☐ If the fixed-term contract based on § 30 para. 1, sentence 2 *TV-L** is terminated, § 30 para. 4 and 5 *TV-L** applies.

§ 4 Pay category

- a) The employee's work corresponds to pay category *TV-L**.
- b) The work of the continued employment corresponds to pay category *TV-L**.

The employer is entitled to assign other work in the same pay category to the employee for organisational reasons.

§ 5 Surrendering the Right to Claim Compensation from a Third Party

If the employee, according to the law, has the right to claim compensation from a third party due to loss of earnings arising from incapacity for work, the employee surrenders this right to the employer if he has continued to receive remuneration, including related payments, from the employer.

§ 6 Additional agreement (s)

- (1) Additional agreements to this contract must be documented in writing (§ 2, para. 3, sentence 1 *TV-L**).
- (2) The *Verordnung der Landesregierung über die Lehrverpflichtungen an Universitäten, Pädagogischen Hochschulen und Fachhochschulen LVVO* (regulation on the teaching commitment at institutions of higher education) as amended applies.

- ☐ (3) This employment contract replaces the employment contract from (as of).

University of Konstanz	Konstanz,
.....	
(Employing authority)	(Place, date)
.....	
First name, last name	

☒ The employee has received the information sheet LBG 41116 and was thus informed about the obligations of employees according to *SGB III* (German Social Code).

*TV-L: German public servant remuneration grade table

**TVÜ-Länder: German collective agreement to transfer staff to TV-L*