

Only the German version of the Employment Contract is legally binding while the English translation is provided solely for convenience purposes.

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Employment Contract for Employees

Between
the State of Hessen, represented by the Hessian Ministry of Higher Education, Research, Science and the Arts, the latter represented by

(Employer)
Philipps-Universität Marburg - the President - and

Last name, first name, (employee) date of birth

The Agreement is subject to the condition subsequent that the police clearance certificate (Federal Central Criminal Register) and the health certificate still to be submitted contain obstacles. ¹⁾

¹⁾ To be filled out if the effectiveness of the Agreement is made dependent e.g. on the result of a test or medical examination.

the following **Employment Agreement** has been concluded:

§ 1

(1) Ms./Mr. starting on is employed

as a full-time employee

for a limited term in accordance with .

Type and scope of the duties to be performed by the employee will be determined by the structure of the employment relationship and the job description for the position. This determination is subject to review at appropriate intervals. The job description for the position will be based on the job posting that preceded the recruitment process.

The place of employment is Marburg.

The work agreement has a limited term

through for representation by

Note: To avoid benefit restrictions, persons whose employment relationship will end are required to register personally with the Employment Agency as jobseekers no later than three months before termination (§ 38, Paragraph 1, Social Code (SGB) III). If the period between becoming aware of the termination date and the termination of the employment relationship is shorter than three months, notice must be made within three days of becoming aware of the termination date. To comply with this notice period, notice given by telephone, in writing, by fax, or by e-mail with the inclusion of the personal data and time of termination will be sufficient so long as this is followed up after the agreed deadline with notice given in person. The duty to give notice exists irrespective of whether the continuation of the employment relationship is asserted in court or is promised by the employer.

(2) (waived)

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§ 2

- (1) The following agreements apply to the employment relationship:
- the Collective Agreement for Civil Servants of the State of Hessen (abbreviated "TV-H"),
 - the Collective Agreement on the Transition of Employees of the State of Hessen to the TV-H and on the Regulation of Transitional Rights (Abbreviated "TVÜ-H"), as well as
 - the collective agreements that supplement, amend, or replace the TV-H and TVÜ-H, as amended.
- (2) If the State of Hessen joins an employers' association, the following shall apply to the employment relationship instead of the Collective Agreements referred to in Section 1:
- the relevant collective agreements of the employer's association, as well as
 - the collective agreements that supplement, amend, or replace these collective agreements of the employer's association, as amended.
- If the membership of the State of Hessen in the employers' association ends, the collective agreements referred to in Clause 1 will continue to apply only statically, i.e., in the version applicable at the time of the termination of the employer's membership in the collective agreement, unless they are replaced by other agreements in accordance with § 4 (5) TVG. Employees will not be entitled to have future collective bargaining agreements passed on to them after the termination of the employer's collective bargaining relationship.
- (3) If the employment relationship is transferred to an employer to which the collective agreements do not apply by virtue of collective bargaining coverage under Sections 1 and 2, Clause 1, collective agreements as well as supplements and amendments that come into effect only after the transfer of the employment relationship will no longer be covered. If the employment relationship is transferred on the basis of a legal regulation of the State of Hessen, Clause 1 will apply only to the extent that the legal regulation does not provide for an alternative regulation.

§ 3

(1) The trial period is waived. ²⁾

(2) § 34 Paragraph 1 TV-H applies to the termination of a limited-term employment relationship.

²⁾Under § 2 Paragraph 4 Clause 1 TV-H, the first six months of employment are considered a trial period unless a shorter time has been agreed to. If the employee is employed by the same company/office immediately following a successfully completed training relationship in accordance with the Collective Bargaining Agreements for Trainees of the State of Hessen, in training occupations pursuant to the Vocational Training Act or in nursing occupations, the text of § 3 must be worded as follows: "A trial period has not been agreed to."

§ 4

The employee is classified in salary category **TV-H**. The employer is entitled to assign the employee different work within the salary category for service-related reasons.

§ 5

If the employee is entitled to claim compensation from a third party on the basis of statutory provisions for loss of earnings caused by his or her inability to work, he or she will assign his or her claims for compensation to the employer to the extent that the employer has continued to pay the employee remuneration, including other benefits.

