

Contract of Employment – Full Time  
(Arbeitsvertrag Vollzeit, Stand: 19.06.2018)

## Between

E & S Kraftfahrer GmbH  
Dormannweg 48  
34123 Kassel

- hereinafter referred to as **Employer** -

## and

Vor- und Nachname  
Anschrift  
Anschrift 2 PLZ  
Geburtsdatum

- hereinafter referred to as **Employee** -

the following Contract of Employment is hereby concluded.

In this Contract, masculine forms referring to persons are used in a gender-neutral sense. They are used for better legibility only.

## Section 1 Content, Inclusion of the Collective Agreements

(1) The Employer, as a personnel service provider, supplies his clients with employees within the scope of temporary-employment agency work. The employer has a fixed-term permission to act as a temporary-employment agency, last granted by the **Federal Employment Agency, Employment Office of Düsseldorf, in Düsseldorf on 02.07.2015**. The Employee will be assigned to varying workplaces at clients' businesses and to varying clients.

The assignment to a client shall be temporary. The Employee shall only be assigned within the scope of the supply of temporary workers. Any other assignment as third-party personnel, e.g. within the scope of contracts for specific work or contracts of service, shall be excluded.

(2) The rights and obligations of the Parties to this Contract of Employment shall be defined by the collective agreements – as amended from time to time – which the employees' association iGZ has concluded, or will conclude in the future, with one or more of the following trade unions: IG BCE, NGG, IG Metall, GEW, ver.di, IG Bau, GdP, EVG. The collective agreements are available in the office rooms for viewing. In this context, not all collective agreements concluded by iGZ shall apply to the employment simultaneously but only those collective agreements applicable to the particular industry, subject to the provisions of Paragraphs 3 to 5 below.

(3) To each assignment, those of the collective agreements mentioned in Paragraph 2 to which the trade union that, according to its statutes, is competent for the client business is a party shall apply. If, according to the foregoing provision, more than one trade union is competent according to its statutes, the collective agreements with the competent trade union mentioned in Paragraph 2 which is mentioned first in Paragraph 2 in relation to the other competent trade union(s) shall apply.

(4) Until the commencement of the first assignment, those collective agreements concluded with iGZ to which ver.di is a party shall apply. From the commencement of the first assignment, those collective agreements determined according to the provisions of Paragraph 3 shall apply until a different assignment commences.

(5) If the Employee is assigned to a client business for which no trade union is competent according to its statutes, those collective agreements concluded with iGZ to which ver.di is a party shall apply.

## Section 2 Commencement, Probationary Period, Term

(1) The employment shall commence on **TT.MM.JJJJ**.

A probationary period of 6 months in accordance with Section 2.2 of the iGZ Collective Framework Agreement, with the periods of notice which are set forth in said Section, is hereby agreed. The probationary periods and periods of notice shall also apply if this employment has a fixed term.

If the Employee does not appear at the workplace on the first working day and does not immediately inform the Employer of his inability to work on the first working day, the employment shall be deemed not to have come into existence (Section 2.1 of the iGZ Collective Framework Agreement).

(2) The Parties hereby agree that

this Contract of Employment is concluded for an unlimited period.

this Contract of Employment has a fixed term in accordance with Art. 14.2 of the German Part-time and Fixed-term Employment Act (regular fixed term). It shall expire on . The Employee hereby confirms that no employment relationship has existed between the Parties before.

this Contract of Employment has a fixed term in accordance with Art. 14.2a of the German Part-time and Fixed-term Employment Act (up to 4 years after the new foundation of an enterprise). It shall expire on . The Employee hereby confirms that no employment relationship has existed between the Parties before.

this Contract of Employment has a fixed term in accordance with Art. 14.3 of the German Part-time and Fixed-term Employment Act (fixed term for older employees (from 52 years) if they have been unemployed for at least four months before the commencement of the employment). It shall expire on \_\_\_\_\_.

in accordance with Art. 14.1, Sentence 2, No. \_\_\_\_\_, of the German Part-time and Fixed-term Employment Act, this Contract of Employment is concluded for a period \_\_\_\_\_ [e.g. No. 3: replacement of a sick temporary employee of the Employer] (fixed term for an objective reason). The employment shall end when its purpose is achieved, but no earlier than 14 days after the employer gives notice of the purpose being achieved, without any termination being necessary.

this Contract of Employment has a fixed term on the Employee's request [e.g. in the case of students] pursuant to Art. 14.1, Sentence 2, No. 6, of the German Part-time and Fixed-term Employment Act. It shall expire on \_\_\_\_\_. The reasons for the requested fixed term are set forth in the enclosed statement of the Employee.

A prerequisite for the conclusion of a Contract of Employment in the case of a fixed term is that the Parties sign the contract document personally.

### Section 3 Work, Obligations of the Employee

(1) In line with his work at the client business, the Employee is employed as a truck-driver. The Employee shall be in charge of activities such as:

#### driving a truck, loading and unloading

Deviating or additional activities may be defined in the assignment instructions given before the commencement of the assignment at a client business.

(2) Pursuant to Section 2.3, Sentence 1, of the iGZ Collective Agreement Governing Pay Groups and Levels, the Employer may temporarily assign the Employee with work which could also be performed by less qualified staff. If he makes use of said right, the pay shall be governed by Section 2.3 of the iGZ Collective Agreement Governing Pay Groups and Levels.

(3) The Employee will be assigned to varying workplaces at clients' businesses in the region of **nationwide**. If necessary, he shall also be obliged to perform work at locations outside the premises of the client business. The Employer may, at any time, withdraw the Employee from his assignment with the client and assign him with other activities.

The Employee may also be assigned with internal activities within the Employer's business (no assignment of third-party personnel). This shall not result in any reduction of his claim for payment. The assignment with internal activities may not exceed an uninterrupted period of four weeks.

(4) The Employee shall request the client to confirm the hours worked, for each client and calendar week. Such proof can be provided using the client's electronic timekeeping or the performance records handed over by the Employer. The signed performance records, or the statement of the hours worked according to the electronic timekeeping, shall be submitted to the Employer without delay on a weekly basis. If the Employee does not fulfil said obligation, the Employer shall have the right to withhold wage payments.

(5) The Employee is employed on the understanding that he is suitable for the planned assignment as regards his qualifications and health.

### Section 4 Working Time, Transit Time, Overtime

(1) The Employee shall work full-time. The stipulations on working time contained in Section 3 of the iGZ Collective Framework Agreement are hereby referred to. The Parties hereby agree

**X an individual regular working time per month pursuant to Section 3.1.2. of the iGZ Collective Framework Agreement which shall depend on the number of working days in a particular calendar month.**

a stable working time of 151.67 hours per calendar month pursuant to Section 3.1.1. of the iGZ Collective Framework Agreement, independently of the number of working days in a particular calendar month.

**(2) The Employee shall be paid for the transit time exceeding 1.5 hours for the distance from the Employee's residence to the workplace at the client's business on the way taking the shortest possible time (for the journey to and from work in each case),** provided that he has actually needed such transit time. The basic pay under the collective agreement, excluding any allowances and extra payments above or outside the standard pay as well as allowances and extra payments under the collective agreements (particularly industry-specific extra payments and extra payments for night, Sunday or holiday work or for overtime), shall be applicable.

(3) The Employer reserves the right to require overtime exceeding the working time agreed in Paragraph 1. If it is necessary for operational reasons, the Employee shall be obliged to work overtime to the extent permitted by law.

(4) The Employer shall keep a working time account under Section 3.2 of the iGZ Collective Framework Agreement for the Employee, with the rules for its handling being as stipulated in said section. The hours for which payment is made in addition to the working time agreed in Section 4.1 shall be entered into said working time account. Likewise, debit hours may be entered into said account (Section 3.2.1 of the iGZ Collective Framework Agreement).

## **Section 5 Pay and Due Date, Reimbursement of Expenses, Special Annual Payments**

(1) According to the job titles set forth in Section 3.1, the Employee shall, in accordance with Art 2.1 and 3 of the iGZ Collective Agreement Governing Pay Groups and Levels, be assigned to pay group **EG2**.

(2) The Employee shall receive a **standard pay** (pay group), the amount of which shall be calculated in accordance with Section 2 of the iGZ Collective Pay Agreement in connection with Section 4 of the iGZ Collective Agreement Governing Pay Groups and Levels. Currently, it amounts to

**10,45 € (gross) per hour.**

The pay shall be transferred to a bank account to be indicated by the Employee. The due date shall be governed by Section 11 of the iGZ Collective Framework Agreement.

(3) In the case of an assignment in Brandenburg, Mecklenburg-Western Pomerania, Saxony, Saxony-Anhalt or Thuringia, the standard pay shall be reduced in accordance with Section 3 of the iGZ Collective Pay Agreement. However, the Employee shall continue to be entitled to the minimum hourly pay for his place of employment in accordance with the applicable minimum wage level decree if such minimum hourly pay is higher.

(4) The Employee shall receive the standard pay also for periods in which he cannot be assigned to client businesses (periods without assignment). For such periods, no claim for any industry-specific extra payment shall exist. In order for the Employee to secure his claim under Sentence 1, it must be possible to contact the Employee by telephone in the mornings from \_\_\_\_\_ till \_\_\_\_\_ and in the afternoons from \_\_\_\_\_ till \_\_\_\_\_ (no more than 2 x 1.5 hours per day) in order to give assignments.

(5) The amounts of any extra payments which are made depending on the length and time of the working hours shall be governed by Section 4 of the iGZ Collective Framework Agreement. Any claim for an assignment-related allowance shall be governed by Section 5 of the iGZ Collective Agreement Governing Pay Groups and Levels.

(6) The amounts of any industry-specific extra payments related to each assignment with a client business shall be governed by the applicable Collective Agreement on Industry-specific Extra Payments for Temporary-employment Agency Work (TV BZ).

(7) Any claim for payment going beyond the claim mentioned in Section 5.6 shall be governed by the applicable Collective Agreement on Industry-specific Extra Payments for Temporary-employment Agency Work in connection with any company agreements applicable to the Employee at the client business. The Employer shall inform the Employee about any such agreements as soon as they come to his

knowledge. Such information may also be part of a separate agreement for each assignment.

(8) The claim for the reimbursement of expenses shall be governed by Art. 670 of the German Civil Code (BGB). Separate agreements may be made for each assignment. The Parties agree that the Employer's premises will be determined as the Employee's first workplace for the purpose of the tax law related to travel costs; such premises shall be the branch in charge of the Employee, which has the following address:

**Dormannweg 48, 34123 Kassel**

(9) The claim for special annual payments shall be governed by Section 8 of the iGZ Collective Framework Agreement.

## **Section 6 Reservation of Rights to Offset**

Any allowances above or outside the standard pay shall, without any declaration of the Employer to this effect being required, be reduced by the amount of any future or retroactive increase of the standard pay (including, but not limited to, any claim for an assignment-related allowance, increase as a result of collective bargaining – also in the case of non-recurring payments – change of the area of assignment, claim for an industry-specific extra payment, or reassignment to a higher pay group). In the case of any retroactive increase of the standard pay, any allowances above or outside the standard pay shall be reduced retroactively as of the time of the increase.

## **Section 7 Reservation of Rights of Revocation**

(1) The Parties agree that allowances above or outside the standard pay will be paid as revocable payments by the Employer. Said right of revocation shall also exist for allowances above or outside the standard pay whose payment is limited to a particular assignment to a client enterprise. A revocation shall become effective immediately. The revocable portion shall be limited to 24.9% of the total pay.

(2) The Employer may revoke the payment of any allowance above or outside the standard pay for operational reasons. Possible reasons include, without limitation, high economic losses, uneconomical operating costs, the Employer being no longer interested in binding certain groups of employees to the enterprise by means of an allowance above or outside the standard pay, risks to the economic viability of the enterprise, or a collective dismissal within the meaning of Art. 17 of the German Employment Protection Act (KSchG).

(3) Allowances above or outside the standard pay may also be revoked for reasons lying in the Employee's conduct if the Employee has been given at least two justified warnings within six months before the revocation is declared. The Employee's lack of skills or considerable loss of capabilities shall also be possible reasons for a revocation.

## **Section 8 Leave, Pay during a Leave**

The provisions on leave contained in Section 6 of the iGZ Collective Framework Agreement are hereby referred to. The pay during a leave shall be governed by Section 6a of the iGZ Collective Framework Agreement.

### **Section 9 Pawning and Assignment of Wages**

(1) The Employee may neither pawn nor assign his claims for payment.

(2) The Employer reserves the right to subsequently approve any assignment or pawning which has been performed contrary to this Contract.

(3) The costs incurred by the Employer for the handling of any distraint, pawning or assignment of the Employee's claims for payment shall be borne by the Employee. For said costs, a lump sum of 8.00 € per instance of distraint, assignment or pawning, plus 4.00 € for each letter and 1.00 € per bank transfer if applicable, shall be charged. The Employee shall be free to prove that no damage has occurred or that the damage is considerably smaller. If the Employer provides proof of higher actual costs, he shall be entitled to charge such costs.

### **Section 10 Inability to Work, Continued Payment of Wages in the Case of Illness**

(1) The Employee shall inform the Employer of every inability to work, and of its expected duration, immediately (without any culpable delay) during the office hours of the business, before the commencement of his working hours if possible. On request, he shall state the reasons for the inability to work; this shall not apply to the reasons of any invalidity.

(2) For the first day of any invalidity, the Employee shall present a medical certificate of the invalidity and its expected duration on the same day or, if this is unreasonable, no later than the following calendar day (except for non-working Sundays and public holidays). If the invalidity lasts longer than is indicated on the certificate, the Employee shall present a new certificate immediately.

(3) The continued payment of wages in the case of illness shall be governed by Section 6a of the iGZ Collective Framework Agreement.

(4) In the case of any illness of the Employee's own children, no claim for the continued payment of wages shall exist (see Section 5 of the iGZ Collective Framework Agreement).

### **Section 11 Secrecy**

(1) The Employee undertakes to keep secret all company and business secrets, both during the employment and after its termination. Said obligation of secrecy shall not cover any information which is accessible to everyone or whose disclosure is obviously not connected to any disadvantage for the Employer. In cases of doubt, however, any technical, commercial or personal activities or circumstances which come to the Employee's knowledge in connection with his work shall be treated as company secrets. In such cases, prior to any disclosure to third parties, the Employee shall

be obliged to request an instruction from the management on whether or not a particular matter shall be treated as confidential. The obligation of secrecy shall also cover matters of other businesses to which the Employee is assigned.

(2) The Employee shall not disclose any information about his pay to third parties. This shall not apply in cases in which he is legally authorized or obliged to provide information on his income, e.g. to the revenue office, the employment office or any other public agency.

### **Section 12 Secondary Employment**

Every secondary employment, regardless whether it is paid or unpaid, shall require the Employer's prior consent. The consent shall be given if the secondary employment does not affect, or at most insignificantly affects, the time available for the Employee's performance of his duties and no other legitimate interests of the Employer are affected.

### **Section 13 Termination of the Employment**

(1) The periods of notice shall be governed by Section 2.2 of the iGZ Collective Framework Agreement.

(2) Prior to its commencement, the employment may be terminated for convenience with 2 working days' notice. The period of notice shall commence when the notice to terminate is received.

(3) Every termination for cause without notice shall be considered as a termination with notice alternatively in any case. Every termination for convenience for which the period of notice is not complied with shall also be considered as a termination as of the earliest date permitted; such date shall be calculated pursuant to Section 2.2 of the iGZ Collective Framework Agreement in connection with Art. 622 BGB.

(4) The Employer may release the Employee from work after a termination has been declared, with the payment of the Employee's wages being continued and any leave entitlements and/or credit hours on the working time account being taken into account. In the case of a termination for operational reasons, a release from work for reducing the credit hours on the working time account shall only be possible with the Employee's consent. The use of the entitlement to compensatory time off shall have priority.

(5) The employment shall end, without any termination being necessary, at the end of the month in which the Employee reaches the standard retirement age, the Employee receives an old-age pension or the Employee is delivered a notification of a decision by a pension insurance institution according to which he is entitled to pension due to completely reduced earning capacity for an unlimited period.

The employment shall not end if, according to the decision of the pension insurance institution, a temporary pension due to completely reduced earning capacity (Art. 102.2 of the German Social Security Code, Book VI (SGB VI)) is awarded. In



such case, the employment with all related rights and obligations shall be suspended from the date of the commencement of the benefit payments till the end of the last day of the benefit payments by the pension insurance institution, but, at the latest, till the end of the day on which the employment ends.

#### **Section 14 Accident Prevention, Industrial Safety**

The Employee shall be informed of the accident prevention regulations applicable at each client business. He undertakes to adhere to them, particularly to wear the personal protective equipment (where necessary). Any accidents at work shall be reported to the Employer immediately.

#### **Section 15 Contractual Penalty**

(1) The Employee shall pay a contractual penalty to the Employer if

- in the course of the employment, he does not commence his work, or commences it late repeatedly, in an unlawful manner,
- he cancels the Contract of Employment unlawfully without adhering to the applicable period of notice,
- he temporarily refuses to work unlawfully or works extremely slowly,
- he repeatedly does not submit performance records or medical certificates of invalidity in a timely manner,
- he causes the Employer to terminate the Contract of Employment for cause due to serious breaches of contract, e.g. criminal or administrative offences, to the detriment of the Employer or the client or their employees,
- he violates his obligation of secrecy arising from Section 11.1,
- he commences his leave unauthorizedly,
- he threatens to become ill,
- he repeatedly does not fulfil his obligations to produce proof or to register, is absent without explanation repeatedly, or cannot be contacted through his own fault repeatedly,
- he is found at the workplace under the influence of alcohol or drugs,
- he has a secondary employment within the meaning of Section 12 which cannot be approved,
- he culpably performs work so that it is unusable.

(2) A claim for the contractual penalty shall only arise if the Employee has acted in a grossly negligent manner or wilfully.

(3) In case the Contract of Employment is cancelled unlawfully by the Employee without the applicable period of notice being adhered to, or in case the Employer is caused to terminate the Contract for cause due to serious breaches of contract by the Employee, a contractual penalty in the amount of the pay which the Employee would otherwise have received during the applicable period of notice for a termination for convenience shall become due. In the case of any violation of the secrecy obligation pursuant to Section 11.1, a contractual penalty in the amount of the gross pay for two weeks shall

become due. In all other cases mentioned in Paragraph 1, one gross daily pay shall become due for each instance of violation. In no case shall the contractual penalty exceed the pay which would otherwise be owed for the statutory minimum period of notice of four weeks.

(4) Any claim for an outstanding pay shall be considered to no longer exist in the amount of the contractual penalty. The limits of exemption from distraint shall be taken into account if and insofar as the Employee has not caused damage to the Employer wilfully.

(5) The right to claim any further damages is hereby reserved.

#### **Section 16 Written Form**

No additional agreements have been made. Any changes to this Contract and its additional agreements, as well as any change of this requirement of written form, must be in writing in order to be effective. The priority of individually negotiated terms under Art. 305b BGB shall remain unaffected.

#### **Section 17 Authorization to Represent**

(1) From the part of the Employer, the persons authorized to make all legally significant declarations related to the conclusion, performance and end (including termination) of this Contract of Employment shall be the Owner / the Managing Directors, the Branch Managers and the Personnel Managers, each acting on his own.

(2) The Employee can find out about the names of the persons mentioned in Paragraph 1 in the following way:

During the business hours of the branch in charge of him, from **8.30 am** till **18.00 pm** by telephone on **+49 (0) 561 – 506 106 67** or by e-mail at **info@kraftfahrer-gmbh.com**.

From the posting on the notice board of the Employer's branch in charge of him, which has been determined as the Employee's first workplace in Section 5.8. The Employee must read the information on the notice board at least once per calendar month.

#### **Section 18 Employee's Duty to Notify**

The Employee shall be obliged to

- indicate to the Employer all previous employers that he was employed with during the last six months before the commencement of the present employment,
- indicate to the Employer all client enterprises that he was assigned to as a temporary employee during the last four months before the commencement of the present employment,
- report to the Employer the granting of access to common facilities as well as the granting of benefits in kind or any other benefits by the client business,
- immediately inform the Employer of every change of his residential address or of his

situation as regards taxes or social security law, particularly if, in addition to the present employment, a further (minor) employment is taken up, and

- immediately inform the Employer of every strike at the client business which has been announced or is already ongoing.

### Section 19 Data Secrecy, Data Protection

(1) The Employee shall be obliged to maintain data secrecy and is advised of the fact that any breaches of said obligation are punishable. It is forbidden to process personal data unauthorizedly. Pursuant to Art. 83 of the General Data Protection Regulation (GDPR) in connection with Art. 41 to 43 of the Federal Data Protection Act (BDSG), breaches of the data secrecy obligation are punishable by penalty charges, fines or imprisonment. The secrecy obligation pursuant to Section 11.1 shall not be affected by said data secrecy obligation. The data secrecy obligation shall continue to exist after the termination of the employment.

(2) In a separate document, the Employer shall inform the Employee about the processing of his personal data as well as his rights and obligations.

### Section 20 Limitation Periods

The Parties hereby agree that the following limitation periods shall apply to this individual contract. The limitation periods set forth in Section 10 of the iGZ Collective Framework Agreement shall not apply.

(1) The Employee's claims arising from the employment shall be forfeited if they are not asserted against the Employer at least principally in text form within three months. The limitation period shall commence as soon as the Employee's claim becomes due.

(2) If the Employer rejects the claim in writing, the Employee's claim shall be forfeited if it is not asserted in court at least principally within three months from the receipt of the written rejection.

(3) The provisions of Paragraphs 1 and 2 shall also apply to any claims of the Employee for being granted the same substantial employment conditions as a comparable employee at the client's business (equal treatment and equal pay).

(4) The provisions of Paragraphs 1, 2 and 3 shall also apply to claims of the Employee which became due before the date on which the above limitation periods become effective. For such claims, the period shall commence on the date on which this agreement on limitation periods becomes effective.

(5) The provisions of Paragraphs 1, 2, 3 and 4 shall not apply to

- claims which are based on any injury to life, body or health,

- claims which are based on any wilful or grossly negligent breach of duty by the Employer or by a legal representative or performing agent of the Employer,
- claims which are based on tort,
- claims for the payment of a minimum wage pursuant to Art. 1 of the German Minimum Wage Act,
- claims arising from a collective agreement applicable under the German Collective Agreement Act (both Parties' commitment to collective agreements),
- claims arising from a company agreement, and/or
- claims arising from a collective agreement which has been declared generally binding pursuant to Art. 4 to 6 of the German Posting of Workers Act as well as claims arising from any decree under Art. 7, 7a and 11 of the Posting of Workers Act (with the possibility existing that limitation periods arise from the related minimum wage regulations; such periods shall then be complied with).

(6) The Employer's claims arising from the employment shall be forfeited if they are not asserted against the Employee by the Employer in writing within three months. The limitation period shall commence as soon as the claim becomes due. If the Employee rejects the claim in text form, the claim shall be forfeited if it is not asserted in court within three months from the receipt of the rejection made in text form.

Kassel, \_\_\_\_\_

(Place, date, signature of the Employer)

Kassel, \_\_\_\_\_

(Place, date, signature of the Employee)

With his signature, the Employee confirms that he has received the Information Leaflet for Agency Workers by the Federal Employment Agency, one copy of this Contract of Employment, an information on the processing of his personal data, and the following other documents:

- **Job Description**
- **information / notice of legal leave**

Kassel, \_\_\_\_\_

(Place, date, signature of the Employee)