



1. General requirements and tasks

Student/graduate assistants may be **graduates of relevant study programmes** and **advanced students**.

They can assist:

- the scientific personnel of the University in their research and teaching activities or
- other students as tutors.¹

2. Type of employment

As a student/graduate assistant, your employment is based on a **fixed-term contract** (“befristetes Arbeitsverhältnis”)².

When calculating the allowed maximum time limit of a fixed-term employment, any employments before the graduation cannot be taken into account.³

3. Start of employment

The employment relationship begins on the agreed starting date if you sign the contract of employment. This means that you are not allowed to work before signing the contract.

4. End of employment

Regularly, your employment relationship ends on the date determined by the fixed-term contract.

An **earlier termination** of employment relationship is possible, too:

- with a due notice (“ordentliche Kündigung”)
- with a notice of dismissal in exceptional circumstances (“außerordentliche Kündigung”)
- upon mutual agreement with your supervisor (“Auflösungsvertrag”).

The termination of employment with a due notice is defined in the contract of employment.

If you are about to terminate your employment relationship, you must submit the termination to the Division for Human Resources in writing.

¹ Source: section 95 of the Thuringian Higher Education Act (*Thüringer Hochschulgesetz*, ThürHG).

² A “fixed-term contract” means that your employment has a limited period which is determined in the contract itself. Source: Academic Fixed-Term Contracts Act (*Wissenschaftszeitvertragsgesetz*, WissZeitVG). This type of fixed-term employment is not included in the scope of the Collective Agreement for the Public Sector of the Federal States (*Tarifvertrag für den öffentlichen Dienst der Länder*, TV-L).

³ Source: section 2 subsection 1 of the WissZeitVG.



5. General obligations

By signing the contract of employment you agree to:

- perform your work conscientiously.
- perform the tasks as determined by your contract or assigned by your supervisor.
- within the agreed working hours (monthly working time) and within the agreed period.

The working hours done shall be documented and signed by the supervisor.

6. Confidentiality

You agree to **treat all internal official affairs** of the University **confidentially**, in particular that you will not disclose any data to third parties.

The obligation to treat information confidentially applies towards every person, including other employees of the University if they have not dealt with the given processes already themselves.

This obligation is also valid after the end of the employment relationship.

7. Disclosure obligation

Please inform your personal human resources officer, e.g. by e-mail (hiwi@uni-jena.de), providing the subject of your e-mail accordingly, e.g. "Health insurance, your name".

In particular, the obligation includes informing the Human Resources department about changes in/due to:

- health insurance
- bank account and address
- civil status (e.g. change of your name after marriage)
- pregnancy, birth
- status as a student
- residence permit⁴.

You should immediately inform the supervisor or other person in charge about any existing inability to work.

8. Working hours

Being a student, your main occupation should be your studies. As a result, you should treat the employment at the University as your secondary activity ("Nebentätigkeit"⁵) meaning that you must not exceed 80 working hours per month.⁶

⁴ As determined in the Residence Act (*Aufenthaltsgesetz*, AufenthG).

⁵ By "Nebentätigkeit" we do not mean any additional employment to your main employment ("Nebenberuflichkeit" as defined by the German tax regulations), but an additional activity to your main one (e.g. studies).

⁶ To calculate this sum, all of your contracts of employment with the University shall be taken into account.



9. Wage

You monthly wage (“Vergütung”) is determined by the nationwide guidelines on the working conditions for graduate and students assistants.⁷

For the monthly gross wage (= before tax), please refer to your contract of employment.

10. Social security services, taxes, pension insurance

Whether you must pay social security contributions, pension insurance, and taxes in Germany, depends on various factors.

Currently, you must pay contributions to the German social security scheme and to the pension insurance if you earn more than €450/per month. This means that you will not have to pay them if the total sum of all (!) wages earned from your “mini jobs” is lower than €450/month.⁸

If you have any questions regarding the social security services and tax obligations, please contact your personal human resources officer before signing the contract of employment.

For further information, please refer to our website:

https://www4.uni-jena.de/Informationen_fuer_studentische_und_wissenschaftliche_Assistenten_innen

11. Breaks

Working hours (per day)	Break (in minutes)
> 6	30
> 9	45

You can work up to 10 hours per day.⁹

12. Annual leave entitlement

After signing the contract, you have the right to annual leave.¹⁰ You can find your annual leave entitlement in the contract of employment.

If you want to go on leave, you must request it at your supervisor who must enable and approve it first.

⁷ *Richtlinien der Tarifgemeinschaft deutscher Länder (TdL).*

⁸ Your employment relationship may also take effect on any existing family-related health insurance policies and on your monthly student loan BAföG (in some cases, EU citizens are entitled to it).

⁹ Working Hours Act (*Arbeitszeitgesetz, ArbZG*).

¹⁰ German Annual Leave Act (*Bundesurlaubsgesetz (BUrlG)*).



13. Inability to work (e.g. illness)

If you cannot perform the tasks in the period as agreed in the contract, you must inform your supervisors about your inability to work immediately. They should then inform the Division for Human Resources.

You must provide a **medical certificate** not later than by the third day after the beginning of your absence.

After four weeks of uninterrupted employment, you have the right to receive a financial compensation for your illness-related absence if the illness was not your fault.¹¹

If you inform the employer about your inability to work according to the valid regulations, you will receive the compensation as agreed in the contract of employment for by the end of the sixth week of your absence.

You need not make up the working hours missed during the absence. The financial compensation above cannot be paid after the end of your employment relationship.

14. Maternity leave and parental leave

If a woman who is a graduate/student assistant becomes pregnant, the regulations for the maternity/parental leave apply accordingly. All other student/graduate assistants have the rights as defined in valid regulations.¹²

Are you pregnant and/or want to request parental leave? Please speak to your supervisor and contact the Division for Human Resources.

If you have any further questions, please contact your personal officer at the Division for Human Resources.

¹¹ Source: section 3 subsection 1 in conjunction with the subsection 3 of the Act on Continuous Remuneration (*Entgeltfortzahlungsgesetz, EntgFG*).

¹² Maternity Leave Act (*Mutterschutzgesetz, MuSchG*). The Federal Act on Parental Compensation and Parental Leave (*Bundeseltern- und Elternzeitgesetz, BEEG*) applies to all student/graduate assistants accordingly.