

# Fixed-term contract of employment

## for seasonal agricultural workers

Between the company

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hereinafter: the Employer and

Mr./Ms.

-----  
Last name/first name

Birth name

Date of birth

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Address Home country (Street, house no., postcode, town)

hereinafter: the Employee

the following fixed term contract of employment is agreed:

### § 1 – Type of employment

The Employee is hired as a seasonal employee on the Employer's farm premises and is employed to perform the following tasks as directed by the Employer:

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The Employer is entitled to assign the Employee other comparable, reasonable work tasks on the farm.

### § 2 – Start and end of the employment relationship

The employment relationship commences on \_\_\_\_\_ and ends on \_\_\_\_\_  
with no period of notice being required.

### § 3 – Working time

The regular weekly working time is \_\_\_\_\_ hours.

The start and end of the daily working hours and breaks will be determined by the Employer in compliance with the regulations of the Working Hours Act. In the event of operational requirements, the Employee undertakes to work on Sundays, public holidays, and to work overtime and extra hours without additional remuneration if instructed to do so by the Employer.

#### **§ 4 – Remuneration**

The gross remuneration per hour is ..... €.

Wages for work carried out in one month shall be paid no later than the last banking day of the following month. The hourly documentation in accordance with normal company practice will be used as the basis for the remuneration paid. The start, end and duration of the daily working hours must be recorded. The hours must be recorded by the end of the 7th calendar day following the day of work.

2. The Employee agrees that remuneration will be based

on working hours

and/or

piece

work. The Employer reserves the right to pay wages for work at piece rates. When specifying piece work, the employer will at least comply with the statutory minimum wage according to the German Minimum Wage Act (MiLoG).

#### **§ 5 – Health insurance coverage**

The Employer shall provide sufficient health insurance coverage for harvest workers (harvest worker insurance) for the duration of the employment relationship, unless the Employee already has sufficient health insurance coverage for other reasons (e.g. foreign health insurance).

The Employer shall bear the cost of health insurance in Germany. This cost will not be deducted from the Employee's remuneration.

#### **§ 6 – Termination**

Both parties are entitled to ordinary termination during the entire term of the employment contract. Termination must be made in writing (paper and signature).

The employment relationship is limited to a maximum of 3 months. The period of notice for

both parties in accordance with § 622 para 5 clause 1 no. 1 BGB (Civil Code) is ..... days to the end of the following day.<sup>1</sup>

The employment relationship is for a period of over 3 months. The normal period of notice pursuant to § 622 para 1 BGB (Civil Code) shall apply. This is four weeks to the 15th or to the end of a calendar month.

The right of the contracting parties to terminate the contract without notice on serious and justifiable grounds shall remain unaffected.

<sup>1</sup> A period shorter than the regular four-week period is permissible in accordance with § 622 para 5 BGB (Civil Code). The shorter notice period must be a minimum of one day.

**§ 7 – Expiry dates**

1. All mutual claims arising from and/or in connection with the employment relationship must be asserted against the other contracting party within a period of six months from the due date, otherwise they shall be null and void. Notifications of claims must be made in text form as a minimum (e.g. letter, fax, email, notification via messenger services).
2. If the respective other contracting party rejects the claim in text form or fails to declare the rejection of such in text form within three weeks after the claim has been asserted, the claim shall be forfeited if it is not asserted in court within a further period of two months after the rejection or after the deadline has expired.
3. This limitation period does not apply to claims which the parties cannot or can only effectively waive with the consent of third parties, in particular for the right to the statutory minimum wage, the minimum holiday entitlement or the continued payment of wages in the event of illness.

**§ 8 – Law and jurisdiction**

The contracting parties agree to the application of German law insofar as this is permissible. The place of jurisdiction for any disputes arising from the employment relationship shall be defined by the Employer's place of business.

**§ 9 – Other provisions**

1. Any amendments and additions to this contract and the cancellation of such and the agreements made herein must be made in writing to be effective.
2. Should any provisions in this agreement be or become legally ineffective in whole or in part, the validity of the other contractual provisions shall remain unaffected.

-----, \_\_\_\_\_  
Place Date Employer

-----, \_\_\_\_\_  
Place Date Employee