

Sample initial training contract and instructions

Initial Training Contract (Sections 10 and 11 of the Vocational Training Act – "BBiG")

The following initial training contract for training for the training occupation

.....

as provided in the initial training regulations¹ was concluded

between

.....

(Name and address of the training employer (company providing the training))²

and

.....

(Name and address of the trainee)

born on

.....

legally represented by³

.....

¹ Under section 104, subsection (1) of the Vocational Training Act and section 122, subsection (4) of the Crafts and Trade Code, regulatory instruments that existed prior to 1 September 1969 are to be used in the absence of training regulations.

² Several natural persons or legal entities may cooperate within the framework of a collaborative training venture to discharge the contractual obligations of training employers as long as responsibility for the individual stages of initial training and for the period of initial training as a whole is ensured (collaborative training, section 10, subsection (5) of the Vocational Training Act).

³ Both parents acting together are authorized to act for and on behalf of the trainee insofar as the authority to represent the trainee is not restricted to just one parent. Should a guardian have been appointed, this person must have the approval of the guardianship court for the conclusion of a training contract.

Section 1 – Duration of training

1. Duration

In accordance with the initial training regulations, training shall last years/months.

a) A total of months' credit for vocational training for the occupation⁴ or prior vocational training in, as the case may be, shall be granted toward the training period.⁵

b) The period of training shall be reduced by months on the basis of, subject to the decision of the competent body.⁶

This initial training relationship shall commence on
and end on⁷

2. Probationary period

The probationary period shall last months⁸. Should training during the probationary period be interrupted for more than one third of this time, the probationary period shall be extended by the period of the interruption.

3. Premature termination of the initial training relationship

Should the trainee pass the final examination before the end of the training period agreed under No. 1, the initial training relationship shall end upon the announcement of the results by the board of examiners.

4. Extension of the training contract

⁴ Prior vocational training may be credited towards the period of training when the training regulations on which the contract is based provide for this possibility under section 5, subsection (2), number 4 of the Vocational Training Act.

⁵ The federal ordinances governing basic vocational training years and full-time vocational schools apply until 31 July 2006 for granting credit for prior vocational training acquired through the attendance of a course of training at a vocational school or vocational training acquired at another type of facility. After this time, the states may stipulate by means of an ordinance that applicants have a legal claim to receiving credit for such training or that credit be granted automatically. Starting 1 August 2009 at the latest, credit may be granted only upon joint application by the trainee and the training employer (section 7 of the Vocational Training Act).

⁶ Under section 8, subsection (1) of the Vocational Training Act, the competent body must, upon joint application from the trainee and the training employer, reduce the period of training when it is likely that the objective of the training will also be achieved in the shorter period of time.

⁷ When the training regulations provide for initial training to be conducted in progressive stages according to specific syllabuses and timetables, provision is to be made at the end of each stage for a certificate of competence qualifying trainees to engage in a form of skilled occupational activity (so-called "real" multi-stage training, section 5, subsection (2), number 1 of the Vocational Training Act). The contract must however be concluded for the entire period of training in this case as well (section 21, subsection (1) of the Vocational Training Act).

⁸ The probationary period must last for at least one month and may not exceed four months.

Should the trainee fail the final examination, the initial training relationship may be extended, at the trainee's request, until the next possible date for repeating the examination, up to a maximum of one year.

Section 2 – Training premises

The training shall be held, except as provided in Section 3, No. 12, at

.....
(training premises)

and at the construction, assembly and other work sites generally connected with the principle place of operations of the company providing the training.

Section 3 – The training employer's obligations

The training employer shall undertake to

1. (Objective of the training)

ensure that the trainee is taught the vocational competence necessary for achieving the training objective and to conduct the training according to the attached instructions regarding the syllabus and timetable in such a way that the objective of the training can be achieved within the foreseen training period.

2. (Trainee)

provide the initial vocational training itself or to expressly entrust such training to an instructor who has the personal and technical qualifications for this and to inform the trainee of this in writing;

3. (Initial training regulations)

provide the trainee the initial training regulations free of charge prior to the start of training;

4. (Training aids)

furnish to the trainee free of charge the materials, in particular tools, supplies and technical literature, that are necessary for the initial training received at company training facilities or intercompany training centres and for sitting interim and final examinations⁹, including those that are held within a short time after the end of the initial training relationship;

5. (Attendance of part-time vocational school and participation in training measures outside the training premises)

urge the trainee to attend part-time vocational school and grant him/her the necessary time off from work to do so. The same shall apply when initial training measures outside the training premises are prescribed or are to be conducted pursuant to No. 12;

6. (Keeping written records of initial training)

⁹ Including the first part of the final examination, when provided for in the training regulations.

insofar as written records of the initial training are to be kept by the trainee, issue to the trainee at no charge the forms that are needed for keeping a record of his/her vocational training and initial them in regular intervals to ensure they are being properly kept;

7. (Training-related activities)

entrust the trainee with only such tasks that serve the purpose of his/her initial training and are commensurate with his/her physical abilities;

8. (Obligation to care)

ensure that the trainee is encouraged to develop his/her character and is protected from physical and moral danger;

9. (Medical examinations)

insofar as the trainee is not yet 18 years of age, require certificates pursuant to sections 32 and 33 of the Act on the Protection of Young People at Work

[*Jugendarbeitsschutzgesetz*] to the effect that he/she

a) has undergone a medical examination prior to starting training and

b) has been re-examined following completion of the first year of training;

10. (Application for registration)

apply to have the initial training contract entered in the register of initial training relationships kept by the competent body immediately following conclusion of the contract, attaching the contract documents and – in the case of trainees who are under 18 years of age – a copy or duplicate of the medical certificate regarding the initial medical examination in accordance with section 32 of the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*]; the same shall apply, mutatis mutandis, to subsequent amendments to the contract's essential stipulations;

11. (Registration for examinations)

register the trainee in good time for the scheduled interim and final examinations or for the first part of the final examination, grant him/her time off to take the examination and attach a copy or duplicate of the medical certificate concerning the first re-examination pursuant to section 33 of the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*] when registering a trainee who is not yet 18 years of age for the interim examination or the first part of the final examination;

12. (Training measures conducted outside the training premises)

.....

Section 4 – The trainee's obligations

The trainee shall make every effort to acquire the vocational competence that is necessary to achieve the objective of his/her initial training. He/She shall in particular undertake to

1. (Obligation to learn)

perform carefully the tasks entrusted to him/her as part of his/her training;

2. (Instruction at part-time vocational school, examinations and other activities)

attend classes at part-time vocational school, take examinations and participate in training measures held outside the training premises, for which he/she will be granted time off pursuant to Section 3, Nos. 5, 11 and 12;

3. (Duty to comply with instructions)

follow instructions given him/her in the course of the his/her initial training by the training employer, instructors or other persons entitled to issue instructions insofar as their authority to issue instructions has been made known;

4. (Company rules)

comply with the rules of conduct to be observed on the training premises;

5. (Duty of care)

handle tools, machinery and other equipment with due care and use them only for the work he/she has been assigned;

6. (Trade secrets)

not reveal any trade or business secrets;

7. (Keeping written records)

keep properly written records of the initial training and submit them on a regular basis;

8. (Notification)

notify immediately the training employer, citing the reasons, in the event of absence from in-company training, classes at part-time vocational school or other training measures. In the event that the trainee is unable to work for more than three calendar days due to illness, he/she shall submit on the following working day at the latest a medical certificate confirming that he/she is unable to work and the anticipated duration of his/her inability to work. The training employer is entitled to require the trainee to submit the medical certificate sooner. Should the trainee be unable to work for longer than indicated on the certificate, the trainee shall be required to submit a new medical certificate;

9. (Medical examinations)

insofar as the provisions of the Act on the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*] apply to the trainee, undergo, in accordance with sections 32 and 33 of said law,

- a) a medical examination prior to the start of training and
- b) a re-examination prior to the end of the first year of training

and submit certificates regarding them to the training employer.

Section 5 – Allowances and other benefits

1. Amount and date of payment

The training employer shall pay the trainee an appropriate allowance; this allowance is currently

- € (gross) during the first year of training
- € (gross) during the second year of training
- € (gross) during the third year of training
- € (gross) during the fourth year of training.

Insofar as allowances have been arranged under collective agreements and are applicable or have been agreed under Section 11, the collectively agreed rates shall apply.

Employment that exceeds the agreed number of normal daily hours of initial training shall be remunerated separately or compensated by a corresponding amount of time off.

Allowances shall be paid on the last working day of the month at the latest. Payments for holiday leave (holiday pay) shall be disbursed before the start of the leave.

The parties to this contract shall bear the contributions to social insurance in accordance with the legal provisions.

2. Benefits in kind

Insofar as the company providing the training grants the trainee costs and/or provides housing, the arrangement outlined in the enclosure shall apply.

3. Costs for training measures conducted outside the training premises

The training employer shall bear the costs for training measures conducted outside the training premise under Section 3, No. 5, unless they are covered otherwise. Should out-of-town accommodations be necessary, trainees may be charged a prorated amount for the cost of their meals. This prorated amount shall be based on the costs that the trainee saves due to the fact that he/she is not eating at home. The prorated costs and benefits in kind that are charged under section 17, subsection (2) of the Vocational Training Act may not exceed 75 per cent of the trainee's agreed gross allowance.

4. Working clothes

In the event that the training employer requires the trainee to wear special working clothes, it shall provide them.

5. Continued payment of allowance

The trainee shall also be paid an allowance

- a) for time off he/she is granted under Section 3, Nos. 5, 11 and 12 of this contract and in accordance with section 10, subsection (1), number 2 and section 43 of the Act on the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*]
- b) for a period of up to six weeks when he/she
 - aa) is available for initial vocational training but it is not provided,
 - bb) is prevented for any other personal reason beyond his/her control from discharging his/her obligations under the initial training contract.

- cc) is ill, under the terms of the Continuation of Wage Payments Law [Entgeltfortzahlungsgesetz].

Section 6 – Training hours and holiday leave

1. Number of daily training hours¹⁰

Regular training shall last hours a day.¹¹

2. Holiday leave

The training employer shall grant the trainee holiday leave in accordance with current regulations. Holiday leave entitlement shall be

..... business days or working days in the year
..... business days or working days in the year
..... business days or working days in the year
..... business days or working days in the year
..... business days or working days in the year

3. Timeframe for holiday leave

Holiday leave should be granted and taken in one piece during the vocational school holidays. The trainee may not undertake any gainful employment during his/her holiday leave that would contradict the purpose of the leave.

Section 7 – Termination

1. Termination during the probationary period

The initial training relationship may be terminated without notice or without having to cite the reason during the probationary period.

2. Reasons for termination

After the probationary period, the initial training relationship may be terminated only
a) for good cause¹² without notice,

¹⁰ Under the Act on the Protection of Young People at Work [Jugendarbeitsschutzgesetz], the maximum permissible number of daily working hours (training time) for persons who are not yet 18 years of age is eight hours in principle. When however the working time on individual working days is shortened to less than eight hours, young people may work up to 8.5 hours on the other working days during that particular week (section 8 of the Jugendarbeitsschutzgesetz). The provisions of the Jugendarbeitsschutzgesetz regarding the maximum permissible number of weekly working hours are otherwise to be observed.

¹¹ In the event of legitimate interest, the training may also be conducted as part-time training upon joint application from the training employer and the trainee (section 8, subsection (1) sentence 2 of the Vocational Training Act).

¹² Good cause is given when in light of existing facts the party giving notice cannot be expected, considering all the circumstances of the particular case and balancing the interests of both parties to the contract, to continue the initial training relationship until the end of the training period.

- b) by the trainee under observance of a four-week period of notice when he/she wishes to discontinue his/her initial training or undergo initial training for a different occupation.

3. Form of termination

Notice of termination must be given in writing; in cases covered by No. 2 it must also state the reasons for termination.

4. Invalid termination

If the initial training relationship has been terminated for good cause, the termination shall be null and void if the circumstances upon which it is based have been known for more than two weeks to the party entitled to terminate. In cases where conciliation proceedings have been instituted under Section 9, this period of notice shall cease to run until such proceedings are concluded.

5. Damages in the event of premature termination

If the initial training relationship is prematurely terminated after expiry of the probationary period, the training employer or trainee shall be entitled to seek compensation for damages if the other party is responsible for the cause of termination. The foregoing shall not apply to termination due to the discontinuation of the initial training or a switch to vocational training for a different occupation (No. 2b). Such entitlement shall lapse if it is not asserted within three months after termination of the initial training relationship.

6. Discontinuation of the company, cessation of the capability to provide training

If the initial training relationship is terminated due to the termination of the business or the cessation of the capability to provide training, the training employer shall undertake at an early point in time, with the help of the occupational guidance service of the competent Employment Agency, to find another course of training in the present occupation at another suitable training facility.

Section 8 – Company certificate

At the end of the initial training relationship, the training employer shall issue the trainee a certificate. Issuing a certificate in electronic form is not permissible. If the training employer has not provided the initial training itself, the certificate shall be signed by the instructor as well. The certificate must contain particulars regarding the nature, duration and purpose of the initial training as well as the vocational skills, knowledge and qualifications acquired by the trainee. If the trainee so requests, it shall also include particulars of his/her conduct and performance.

Section 9 – Settlement of disputes

In the event of a dispute arising from the present initial training relationship, it shall be brought before the conciliation committee established under section 111, subsection (2) of the Labour Courts Act [*Arbeitsgerichtsgesetz*], insofar as one exists at the competent body, before recourse to the labour court may be taken.

Section 10 – Place of performance

Place of performance for all claims arising out of this contract is the place of the training premises.

Section 11 – Other provisions¹³; information regarding collective agreements and plant / service agreements

.....
.....
Legally effective supplementary provisions regarding the initial training relationship may be made only by supplementing Section 11 of this training contract in writing.

The above contract has been made out in copies (..... copies in the case of wards) and personally signed by the contracting parties.

.....
(City) (Date)

Training employer:

.....
(Stamp and signature)

Trainee:

.....
The trainee's legal representatives:

Father:

.....
and

mother:

.....
or

guardian:

.....

¹³ As an example, training segments abroad lasting up to one fourth of the training period may be stipulated as integral elements of the training. Furthermore, additional qualifications may be agreed. Such qualifications may take the form of optional modules provided for in new initial training regulations or parts of other initial or further training regulations. Separate examinations must be held for additional qualifications which must also be separately certified.

This contract was entered in the **Register of Initial Training Relationships** on under the number

Registered to take the examination for

(Seal)

Enclosure pursuant to Section 3, No. 1 of the initial training contract

Particulars regarding the syllabus and timetable:

.....
.....

Enclosure pursuant to Section 5, No. 2 of the initial training contract

The training employer shall provide trainees adequate room and board in communal facilities. The trainee may be charged for these benefits at the rate fixed for the value of such benefits under section 17 of Book Four of the Social Code [*Sozialgesetzbuch*], though not more than 75 per cent of the trainee's gross allowance. Should a trainee not be able to accept benefits in kind for good cause during times for which he/she is to be paid an allowance (e.g., holidays, hospitalization, etc.), these benefits are to be paid on the basis of their value.

Instructions for the initial training contract

Training contracts are concluded between training employers and trainees. The training employer is that natural person or legal entity (such as a limited liability company) who has hired another to provide vocational training. A differentiation is to be made between the training employer and the persons who actually conduct the training. The latter may be the training employer itself or instructors it has engaged.

Trainees are those persons who receive initial training. In the event that a trainee is still a minor, the approval of his/her legal representative is necessary for the conclusion of this contract.

Initial training contracts for persons who are under 18 years of age may be concluded only for a recognized occupation that requires formal vocational training ["training occupation"]. Such occupations are recognized by ordinance pursuant to sections 4 and 5 of the Vocational Training Act and sections 25 and 26 of the Crafts and Trade Code. As long as this

has not been done, the current regulatory means (occupational profile, vocational training plan and examination requirements) pursuant to section 104, subsection (1) of the Vocational Training Act or the occupational regulations pursuant to section 122, subsection (4) of the Crafts and Trade Code are applicable. The official register of recognized training occupations may be viewed at the vocational guidance office at local branches of the Federal Employment Agency or the competent body.

When an initial training contract between the contracting parties is formed as a result of the joint desire that the individual undergo training for this training occupation, the contract document must be executed immediately, before training begins at the latest. The sample initial training contract designated by the competent body is to be used when drafting the text. The training employer must apply immediately after the contract document has been executed to the competent body to have it entered in the register of initial training relationships.

The following is to be observed when executing the contract document:

Section 1 – Duration of training

No. 1 (Duration)

The prescribed period of training is to be taken from the training regulations. The actual duration of the training is to be entered in the contract with the dates that it starts and ends, taking into account any reductions in or periods credited toward the period of training.

Arranging a longer period of training than is stipulated in the training regulations is not allowed. A trainee may however, in exceptional cases, apply during the course of his/her initial training relationship for an extension, which the chamber can approve, when an extension is necessary in order to achieve the objective of the training.

If appropriate, previous initial vocational training for another occupation or, under special regulations of the particular state, other prior vocational training such as a basic vocational training year may be credited in part or entirely toward the prescribed period of training.

Upon joint application by the trainee and the training employer, the competent body has to shorten the training period when it is to be expected that the trainee will achieve the objective of the training in the shortened period of time. The guidelines and directives of the Board of

the Federal Institute for Vocational Education and Training and the respective competent body are applicable when deciding individual cases.

Any reduction in the period of training or credit granted for previous periods of training is to be entered in Section 1, No. 1 of the contract, listing already completed periods of training or schools attended.

In addition to contractually agreed reductions in the period of training or credits toward the period of training, the Vocational Training Act also offers the possibility of early admission to final examinations (section 45, subsection (1) of the Vocational Training Act, section 37, subsection (1) of the Crafts and Trade Code). Details are outlined in the examination rules issued by the competent body.

Initial training relationships end upon expiry of the agreed training period at the latest. Initial training contracts may not include provisions that arrange for the trainee's continued employment after the initial training relationship ends. Such arrangements may be agreed outside the bounds of the training contract during the last six months of the existing training contract at the earliest. If the contracting parties intend this, the trainee should correspondingly express his/her will within the last six months of the existing initial training relationship in the interest of contractual clarity.

Employment relationships may be entered into for an indefinite or a limited period of time. The provisions of the Law on Part-time and Temporary Employment [*Teilzeit- und Befristungsgesetz*] apply to those contracts that are valid for a limited period of time.

Section 2 – Training premises

The following is to be entered here:

- a) When the entire training is conducted at only one facility: the location (town) of the training premises;
- b) When the training is conducted at more than one facility: the names of the training premises and their location (town).

Section 3 – The training employer's obligations

No. 1 (Objective of the training)

Particulars regarding the syllabus and timetable of the initial training are to be attached to the training contract in the form of an enclosure. Using the overall training plan pursuant to section 5 of the Vocational Training Act and/or section 26 of the Crafts and Trade Code, the course of the training should be structured to suit the respective company's operating conditions and in such a way that both the chronological sequence (timetable) and the structure of the subject matter to be covered (syllabus) are clear.

No. 9 (Medical examinations)

Section 32 of the Act on the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*] allows training employers to start training young persons only when the latter have been examined by a physician within the last 14 months and have submitted a certificate issued by that physician. Prior to the end of the first year of training, training employers must be in receipt of a medical certificate confirming that the respective trainee has been re-examined.

No. 10 (Application for registration)

An application for registration must be submitted to the competent body before the initial training relationship begins and not, for instance, during the probationary period. The application must be accompanied by the contract documents, in the number required by the competent body, and the forms used by the competent body. The competent body must be notified immediately of any subsequent changes that have been made in the provisions of the contract which deviate from the text of the contract or the enclosures originally submitted to the competent body.

No. 12 (Training measures outside the training premises)

Those training measures that are conducted outside the training premises are to be entered in this space. The training employer bears the costs of these measures in accordance with Section 5, No. 3 of the initial training contract.

Section 4 – The trainee's obligations

No. 4 (Company rules)

Rules that apply to the training premises may concern, for example: safety and accident prevention regulations, the wearing of protective clothing, rules regarding entry to workshops and specific rooms, rules for the use of social facilities, general house rules, provided they do not contradict the provisions of the Vocational Training Act. The training employer must inform the trainee of existing rules. The trainee should also inform himself/herself about the rules when they have been made generally available in the training premises.

No. 6 (Trade secrets)

Over and above those facts that they have been informed are trade or business secrets, trainees are also obligated not to reveal any information that they should clearly recognize involves a trade or business secret.

Section 5 – Allowances and other benefits

No. 1 (Amount and date of payment)

The amount of the allowance to be paid the trainee during the respective year is to be entered in the appropriate line in the contract. The amount of the allowance must be increased at least once a year based on the trainee's age and increasing occupational experience.

Provided there is no collectively bargained arrangement, it is recommended that the level of the allowance be based on an existing sector-related allowance or comparable scale. Even when the training employer is obliged to pay in line with a collective agreement, the contracting parties are free to agree on a training allowance that exceeds the rates stipulated in the collective agreement.

No. 3 (Costs for training measures conducted outside the training premises)

Arrangements that diverge in the trainee's favour are also permissible here.

No. 4 (Working clothes)

The intention of the provision stipulating that special working clothes will be provided is to protect the trainee against excessive expense. A further intention is to avoid a situation in which contracts cannot be concluded because purchasing and maintaining special

prescribed working clothes would exceed the trainee's or his/her parent's financial capabilities. This therefore targets primarily those cases where the trainee is not free to decide and the training employer prescribes working clothes that deviate in type, quality or other respect from the usual working clothes in the particular sector.

Section 6 – Training hours and holiday leave

No. 1 (Number of daily training hours)

The number of regular daily training hours is to be expressly stipulated in the contract. The regular daily period of training applies to the working day and its upper limit is determined by legal provisions such as those in the Act on the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*]. As a consequence of agreeing on a regular daily period of training, any work done by the trainee in excess of this time must be paid separately.

In companies that have flexible working hours that also apply to trainees, the number of daily working hours may not exceed the maximum permissible amount stipulated by the Act on the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*]. The daily training hours must remain within the bounds set forth by the Act on the Protection of Young People at Work.

In the event of legitimate interest, the initial training may also be conducted as part-time training upon joint application by the training employer and the trainee to the competent body (section 8, subsection (1), sentence 2 of the Vocational Training Act).

No. 2 (Holiday leave)

The holiday leave to which the trainee is entitled for every calendar year (rather than the training year) is to be entered on the appropriate lines unless there are sector-specific exceptions. The number of days is to be entered in just one column – either business days or working days, according to the collective or individual agreement.

The number of days of holiday leave entitlement is based on the trainee's age at the start of the respective calendar year. Another important factor is whether the holiday leave is granted pursuant to the Act on the Protection of Young People at Work [*Jugendarbeitsschutzgesetz*], the Federal Leave Act [*Bundesurlaubsgesetz*] or a collective agreement. General references to collectively agreed provisions on holiday leave are not sufficient.

Unless other more favourable rules are applicable, trainees are entitled to annual holiday leave of:

- at least 30 business days when the individual is not yet 16 years of age on 1 January of that year,
- at least 27 business days when the individual is not yet 17 years of age on 1 January of that year,
- at least 25 business days when the individual is not yet 18 years of age on 1 January of that year,
- at least 24 business days when the individual is 18 years of age or older on 1 January of that year.

Section 9 – Settlement of disputes

The first-instance labour court has jurisdiction over disputes arising from an initial training relationship. When the competent body has set up a so-called conciliation committee to settle disputes, the matter must first be brought before said conciliation committee as a prerequisite for conducting proceedings before the labour court. The application to the conciliation committee is to be reported verbally or in writing for the record to the competent body.

Section 11 – Other provisions

No provisions may be agreed that are inconsistent with the meaning or purpose of the initial training or diverge from the provisions of the Vocational Training Act to the trainee's disadvantage. Not permissible in particular are arrangements that restrict trainees in the practice of their occupation after the initial training relationship has ended.

Penalties for non-performance of contract may not be agreed. Equally impermissible are agreements that would exclude or limit damages or fix the amount of a lump-sum compensation.

Violations of the provisions of the Vocational Training Act / Crafts and Trade Code in connection with the conclusion of the contract, the document setting out the contract or with entering it in the register of initial training relationships can be punished as a regulatory offence with a fine of up to 1,000.00 euros and in some cases with a fine of up to 5,000.00 euros (section 102 of the Vocational Training Act, section 118 of the Crafts and Trade Code).