



ATTENTION

Migrant Workers: Know Your Rights!

GOING ABROAD?

WHAT TO LOOK FOR IN YOUR EMPLOYMENT CONTRACT

On behalf of

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH



Federal Ministry
for Economic Cooperation
and Development

Migration for work is a common pathway to opportunity, but it can also lead to exploitation. To better protect yourself, it is crucial that you have an employment contract that contains the following information, available in a language you understand and signed by you and your employer. You should have the opportunity to ask any questions you may have, and you should be given a copy of the employment contract to keep.

Know your rights and protect yourself from exploitation and discrimination!



A fair and ethical employment contract should specify:

- ✓ **Your personal information:** your full name, nationality, gender, date of birth, address in your home country, passport number or equivalent national identity number and emergency contact information
- ✓ **Your employer's name and address**
- ✓ **The recruiter's name and address** (if a recruiter is involved)
- ✓ **The job title and description:** i.e., what you are expected to do
- ✓ **Place of work:** i.e., where you are expected to work
- ✓ **Duration of employment:** i.e., start date and end date (if already determined)



Expected working days and hours

(including any overtime and days of rest)

For example, in Germany, working hours should generally not exceed 8 hours a day, or 48 hours a week (and up to 10 hours a day or 60 hours a week, including overtime, as long as the weekly average remains 48 hours over a six-month period).



What you will be paid:

For example, in Germany, the minimum hourly wage is 12.41 EUR as of 2024 (increasing to 12.82 EUR in 2025). Overtime can be paid or compensated in different ways in Germany, but your employer should explain their regulations in the employment contract.



How you will be paid

For example, in Germany, wages are paid monthly, generally on the 25th day of the month, and your employer must give you a pay slip.



Any fees, deposits or pay deductions: i.e.,

In Germany, taxes are deducted from wages for social services such as health care. Additionally, if your employer provides housing or meals, these may also be deducted from your wages. Fees associated with recruitment or training should not be deducted from your wages in any circumstance.



Leave allowances: i.e., your right to time off for holidays, sickness, maternity/paternity or other reasons, and how payment is calculated during any leave period.

In Germany, two days of paid leave are required for each month you work full-time. If you work on Sundays or public holidays, your employer must provide you with the equivalent days off in the next eight weeks.



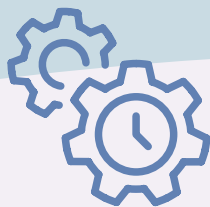
Any benefits: i.e., insurance for healthcare, accident/injury, unemployment or other circumstances, or any other benefits (e.g. accommodation) that you are entitled to



Transportation, accommodation and living conditions:

Sometimes, you may rely on the employer to arrange your travel and accommodation. In these cases, your employment contract should provide a detailed description of how you will get to the destination country, where you will live and in what conditions (e.g., type of accommodation, provision of meals, etc.), and how you will travel to and from the place of work.





Termination and notice period:

For example, in Germany, either the employer or employee can end the employment agreement during the probationary period. The length of this probationary period should be specified in the employment contract. If your employment is ended during the probationary period, your employer may expect you to repay certain costs (e.g., for your employment or professional development) – however, any repayment obligation must already be set out in the employment contract.



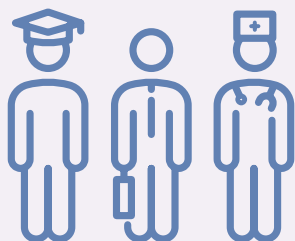
Provisions for return or change of employer: steps to be taken in the case of return, including payment of outstanding wages or benefits, costs to be borne by you or the employer, and whether and how you can change employer while in the destination country.


Your employment contract may also include other information, but it is important to check that your contract includes the information above at a minimum. All of the provisions described in your contract should be compliant with the laws of both your home country and destination country.

If you are not happy with the employment contract, you can always leave the recruitment process!

If the recruiter or employer does not give you an employment contract in a language you understand, containing the information mentioned above, do not trust them!

Know your rights and protect yourself from exploitation! If you have any questions about your employment contract, recruiter or employer, or if you experience problems with your employment contract or working conditions, please contact your local employment agency.





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