

CONTRACT OF EMPLOYMENT FOR TRAINEES

made between

.....

..... (owner of the business and address)

and

Mr./Mrs./Miss.....

born on

Student at (name and type of school) class/year

Represented by (legal guardian/parent)

Address:

Telephone:

§ 1

In order to meet the requirements for the mandatory internship, an employer-employee relationship is entered upon in the form of a trainer-trainee relationship. This contract regulates the mutual duties and rights in the course of the internship which is required by the curriculum.

The internship shall complement and help improve the knowledge and skills obtained in the course of the practical training at school as well as contribute to the personal development of the students, in particular in regard to their attitude towards their jobs through confrontation with real job situations.

§ 2

The internship is performed according to the respective curriculum of the third year in the following departments/sections: restaurant, kitchen, reception, étage.

§ 3

The internship starts on and ends on

The student will workweekly hours. The industrial and social law regulations, particularly the federal law regulations concerning the employment of children and adolescents are to be observed.

§ 4

The employer guarantees that the mandatory internship is performed according to the curriculum; she/he is to enable the student to learn about the following areas by giving the student an insight into organisational problems and tasks and duties in these areas.

The areas/departments are as follows:

.....

The employer furthermore agrees, according to the existing employee protection law, to assign only those tasks to the trainee which serve the training purpose and to introduce her/him to the operational processes within the business through practical instruction and by drawing particular attention to possible risks of accidents. She/He has to see to the trainee's punctuality and to the proper treatment of guests and other staff members.

Due to the employer's obligation to provide for the welfare of her/his trainee the former has to inform the parent(s) of legal guardian on special incidents.

The employer grants representatives of the school access to the places of work, to accommodation and meeting facilities of the trainee during the internship and agrees to cooperate with these persons.

The employer provides voluntarily and free of charge for the trainee's daily board and undertakes to pay the agreed compensation on the appointed day. This compensation amounts to EUR a month before taxes. Said compensation is due on the last day of each month, the statement of earnings and payment accompanied by the pay slip have to be processed and received by the trainee by the third day of the following month at the latest. If the trainee is not able to return to her/his permanent address every day, the employer has to provide for suitable lodging that excludes any danger to her/his health and morals and is in accordance with employee protection law.

The contract of employment for trainees is subject to the minimum wage regulations of the hotel and catering trade as well as to the respective labour laws. Higher compensation can also be agreed upon. The trainee is to be registered in due time with the regional health insurance for full coverage.

§ 5

The trainee agrees to keep to the given working hours and to carefully carry out all the tasks she/he will be asked to perform, serving her/his professional training in the course of her/his internship. The trainee will be expected to observe the house rules as well as all the safety regulations for the protection of life and health. Appropriate instruction will be given in this regard. The trainee is bound to secrecy concerning business operations and methods.

§ 6

After completion of the internship the employer guarantees to issue a *labour certificate* free of charge in which states the duration of the training and which is to be produced at school. This certificate must contain the exact dates of the internship. Information on the skills acquired can be included whereas negative items which may hamper the trainee's career must not be added.

§ 7

This contract can be dissolved prematurely upon common agreement or individually by each partner in case a significant reason by analogy to § 15 of the Law for Vocational Training is applicable.

§ 8

The contract will be issued in three copies. One copy is kept by the employer, one copy by the trainee and one copy must be sent to the school.

Signed in, on

Employer:

Trainee:

Legal guardian: