

# Guideline for using the job placement services of Studentenwerk Leipzig

## Preamble

Studentenwerk Leipzig has been offering job placement services for students since 1992. Working while studying is an important source for students to finance their studies. Therefore, Studentenwerk Leipzig supports students by means of a student job office as part of its legal mandate to provide social and economic support and assistance to students in Leipzig.

## 1. General information

- 1.1 The job office is a service provided by Studentenwerk Leipzig, an institution under public law – hereinafter referred to as “Studentenwerk”.
- 1.2 The function of the Studentenwerk job office is limited to placing students in jobs who study at colleges and universities Studentenwerk is responsible for by law or contract.
- 1.3 The job placement is carried out by means of an online tool – hereinafter referred to as the “job tool”. Registration in the job tool is required to use the job placement service.
- 1.4 The job placement service is free of charge for students and employers. Using the job placement service does not entitle either the student or the employer to successful job placement.
- 1.5 Studentenwerk assumes only an intermediary role. Employment contracts are concluded exclusively between the placed students as employees and the employers. These two parties are responsible for the mutual fulfilment of obligations.
- 1.6 The job office does not arrange internships, fee-based work, freelance, or self-employed work. The only exception is fee-based work in the tutoring sector. Here too, the Studentenwerk only fulfils an intermediary function. The parties themselves are responsible for the terms of the contract and the resulting obligations.
- 1.7 Studentenwerk shall not be liable for any breach of duty by employees or employers.

## 2. Requirements for using the student job office

### 2.1 For students

- 2.1.1 In principle, any student enrolled at a university/college assigned to Studentenwerk who is liable to pay fees can use the job placement services.
- 2.1.2 The valid certificate of enrolment, which must be submitted via the job tool for each semester, serves as proof. Every year, the proof for the winter semester must be furnished by 30 September and for the summer semester by 31 March. Placement cannot take place without such proof.
- 2.1.3 Every student who wants to make use of the job office must introduce themselves personally for the initial activation of their profile at the Studentenwerk job office.

That involves the identification and subsequent activation of the profile (see section 2.1.4 below). For international students, the activation is valid for the duration of the respectively valid residence document. After the expiration of the document's validity, the activation can be extended by means of a new residence document.

2.1.4 The profile can be activated upon initial registration only when all of the following documents are submitted on site:

- ✓ Latest student card
- ✓ Latest certificate of enrolment (if not yet uploaded in the job tool)
- ✓ Valid identification document - identity card or passport (official photo ID)

Students from non-EU countries also need:

- ✓ Residence permit
- ✓ Work permit

2.1.5 In the event of any changes of the personal details in the user profile (e.g., address, contact details), they must be corrected promptly in the job tool.

2.1.6 The use of the job placement service is limited to 16 semesters. If there are important reasons, Studentenwerk may permit an extension of the period of use, e.g., second degree or graduation expected in the short term. Proof of that can be requested from Studentenwerk.

2.1.7 The job office of Studentenwerk must be notified promptly of the de-registration. The consequence is that the student can no longer use the services of the job office. The profile will then be deleted by Studentenwerk.

## **2.2. For employers**

2.2.1 In principle, every private person, every organization and every company may use the job tool of the job office for personnel acquisition and act as an employer.

2.2.2 Registration takes place via the job tool. For activation, a link will be sent to the specified e-mail address for password assignment. After the initial registration with the self-assigned password, all information in "My profile" must be filled in.

2.2.3 Studentenwerk is not entitled to oblige employers to pay certain rates of remuneration. Employers are informed of the fact that placed students are to be treated similarly to other employees in the company and that legal provisions are binding (e.g., Minimum Wage Act, General Equal Treatment Act, Federal Leave Act, Continued Remuneration Act, Part-Time Employment Act). As part of the placement process, Studentenwerk makes recommendations, e.g., on the planning of working hours to ensure compatibility with studies or on payment in line with industry standards.

2.2.4 In the event of any changes of the details in the company profile (e.g., address, changed contact or contact details), they must be corrected promptly in the job tool.

## **3. Placement of student jobs**

### **3.1 For students**

3.1.1 If the student is seriously interested in a job offer, he/she must “reserve the job offer” in order to start the placement process. Students may register reservations for a maximum of three student jobs at a time. One can reserve new job offers only after job placement or after a reservation was cancelled.

3.1.2 Studentenwerk examines every reservation before a placement is made. In the case of an obvious lack of requirements for the job offer, placement of the student may be refused by the Studentenwerk, e.g., due to a lack of language skills.

3.1.3 After job placement by Studentenwerk, the employer's contact details can be viewed in the job tool's “Placed job offers” section. The student will be informed by sending an e-mail to the address stored in the job tool. The placement can be cancelled at any time via “Cancel placement”.

3.1.4 Students shall contact the employer promptly after placement (i.e., within 2 working days maximum) or send an application depending on the employer's specifications.

3.1.5 The students and the employers shall autonomously conclude an employment contract.

3.1.6 If students cannot appear for work at short notice due to special circumstances after an employment contract was concluded (that also includes agreements by telephone), they shall contact the employer promptly. If the timely notification of non-appearance is not made, the student may be excluded from the placement services in the future. The employer may also take legal action.

3.1.7 Students are reminded that they are obliged under employment law to carry out an assumed job to the best of their abilities and knowledge and to follow the instructions of their superiors. The employer shall resolve discrepancies which disturb the operational work processes or the working atmosphere in the company directly with the students.

3.1.8 Students may submit an evaluation in the job tool's “Placed job offers” section. Only Studentenwerk can see such evaluation.

## **3.2 For employers**

3.2.1 After registration, job offers can be posted in the job tool. The job offers must contain at least the following information: task, place and time as well as requirements for potential employees, number of workers required and remuneration per hour. Company names must not be mentioned due to Studentenwerk's advertising ban; however, a brief anonymous presentation of the company is possible.

3.2.2 Once students have been placed by Studentenwerk, employers can also view the students' contact details in the job tool under the respective job offer. The students are responsible for establishing contact, see section 3.1.4 above.

3.2.3 The employer is obliged to inform Studentenwerk immediately about the status of the placement. To do so, the selection function must be used in the job tool under the respective job offer in “Placed students”: Contact made/was rejected/was hired/no contact made. If necessary, further students can be placed; the Studentenwerk must be actively notified of such fact.

3.2.4 Placement considering the student's suitability and personal knowledge and skills is

intended. Studentenwerk does not guarantee that students are suitable and qualified for the job offers placed.

#### **4. Information on employment law/taxes/insurance**

4.1 According to section 1.5 above, employment contracts must be concluded between the students and the employers. That also applies to private individuals, who must register the students, e.g., via the Minijobzentrale.

4.2 Students and employers are liable to pay taxes and social security contributions as specified in the statutory provisions. Accident reports must be made exclusively via the employer to the responsible employers' liability insurance association.

#### **5. Exclusion from access to the job office**

##### **5.1 For students**

5.1.1 Studentenwerk shall be entitled to exclude students from job placement, if:

- they violate this present policy;
- they pass on employers' contact details autonomously;
- they have violated employment contract obligations to a considerable extent and the employer has justifiably and demonstrably complained about this to Studentenwerk;
- no contact with the employer has been made repeatedly or the requested application has not been submitted repeatedly after job placement;
- the placed job was not carried out or the job offer was not immediately returned to Studentenwerk in order to allow for a timely replacement.

##### **5.2 For employers**

5.2.1 Studentenwerk shall be entitled to exclude employers from job placement, if:

- they violate this present policy;
- they do not meet the payment obligations or do not meet them in time;
- their business activity is incompatible with the tasks of the Studentenwerk;
- the employment relationships actually concluded with the students do not correspond to the conditions published in the job offer.

5.2.2 Studentenwerk may reject job offers or activities that:

- violate this present policy;
- do not seem compatible with everyday student life;
- violate applicable law or appear morally and/or ethically unacceptable with regard to Studentenwerk's obligation to take care of students (e.g., jobs with a direct or indirect erotic reference);
- due to their nature, do not promise any success in placement or have been repeatedly published without success;
- contradict democratic and human rights principles.

#### **6. Final clause**

This policy shall take effect on December 4, 2023 and replace the policy dated October 23, 2018.

Leipzig, 4.12.2023

