



**I lost my job,
what can I do?**



OGB-L

Onafhängege Gewerkschaftsbond Lëtzebuerg
60 bd J.-F. Kennedy | L-4170 Esch-sur-Alzette
T. +352 2 6543 777

ogbl.lu [f ogbl.lu](https://www.facebook.com/ogbl.lu) [🐦 OGBL_Luxembourg](https://twitter.com/OGBL_Luxembourg)

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Preface

A person who loses his or her job often finds her- or himself suddenly in a difficult and uncertain situation. Many questions arise, not only about the dismissal itself, but also about the steps to be taken. In order to inform employees, the OGBL has developed this brochure "I lost my job, what can I do?".

The brochure provides you with more information, among others, on the following topics:

- › Are there any steps to follow before notifying a termination of contract?
- › What types of termination exist?
- › What are my rights in connection with a termination?
- › What steps do I need to take in order to receive unemployment benefits?

We hope that your questions will be answered in this brochure.

Important preliminary remarks

If you are

- on sick leave
- on leave for family reasons
- on family hospice leave for nursing a dying or seriously ill person
- on parental leave
- pregnant or on maternity leave
- on adoption leave
- in professional redeployment procedure (from the referral to the Joint committee)
- in internal redeployment
- or staff delegate (full or alternate)

you are in principle protected against dismissal and cannot be summoned for a pre-dismissal interview.

In such cases, please contact our Information, Advice and Assistance Service (SICA) **immediately**. In some cases, the deadline for requesting cancellation is only 15 days.

N.B. Some collective agreements provide for more favorable conditions (notice period, compensation, etc.) for employees. In the event of questions relating to dismissal or resignation, you should therefore clearly state where you work in order to ascertain whether a collective agreement applies.



The pre-dismissal interview

If a company employs at least 150 employees or if a collective agreement applicable to a company employing less than 150 employees so provides, an interview prior to dismissal is mandatory.

The invitation to the pre-dismissal interview

In these cases, the employer is obliged, before any decision is taken, to invite the employee concerned to a pre-dismissal interview. This invitation must be sent to the employee concerned by registered letter or in writing, duly certified by a receipt. This letter must obligatorily indicate the following points



1. the purpose of the invitation
2. the date, time and place of the interview
3. information that the employee has the right to be assisted during the pre-dismissal interview by an employee of her/his choice from the company's staff or by a representative of a nationally representative trade union represented in the company's staff delegation.

The day of the pre-dismissal interview may be set at the earliest on the second working day following that on which the registered letter is sent or on which the written document is delivered against receipt.

Please note: Some collective agreements provide for more than 2 days between the sending and the interview.

The procedure for the pre-dismissal interview

During the interview, the employer or his representative must indicate the reason(s) for the decision being considered and gather the employee's explanation(s) and the observations of the person assisting her/him.

The employer or his representative also has the right to be assisted during the interview by a member of staff or by a representative of a professional employers' organization, provided that the employee is informed of this in the letter convening the pre-dismissal interview.

Do I have to go to the interview?

No. Failure to attend a pre-dismissal interview is not grounds for dismissal. However, the pre-dismissal interview may serve to clear up misunderstandings



and/or lead the employer to revise his intention to dismiss, or to change his intention to dismiss for serious reasons to dismiss with notice.

Can a person from the OGBL accompany me to the pre-dismissal interview?

In principle, we recommend that those concerned be accompanied by a staff delegate. Moreover, when the OGBL is not represented in the staff delegation, the employer is not obliged to accept a person from outside the company.

Am I obliged to take a position on the reasons for the envisaged decision?

The pre-dismissal interview allows the employee to present her/his defense in relation to disciplinary reasons and to gather her/his explanations. However, sometimes it is more prudent not to take a position. It should not be forgotten that the employee concerned is often already surprised that she or he is about to be dismissed. Depending on the reasons given, this is further reinforced and, at the same time, things may be said that would have

been better left unsaid. In this case, it is better to limit oneself to taking note of the reasons.

During the interview, the employer wants me to sign a document. Do I have to sign it?

No. There is absolutely no reason to make you sign anything. If the document in question does not limit the employee's rights, the employer will have no problem accepting the refusal to sign it, or giving a copy of it to the employee so that she/he can have the content checked.

Even if the employer threatens me that in case of refusal he will dismiss me for serious reasons?

It is important to know that also in the case of dismissal for serious misconduct the employee maintains her/his right to contest the dismissal and, in the context of legal proceedings, she/he can ask for provisional unemployment.

In this case, it is likely that the document in question is a resignation or termination by mutual agreement. The employer will therefore no longer

need to dismiss and give reasons for the dismissal. If such a document is signed, the employee is deprived of all her/his rights in relation to the planned dismissal and will not be entitled to unemployment benefit under any circumstances.

For the date of the interview, I am still ill as attested by a certificate of incapacity for work. Can I go to the interview without any problems afterwards?

If the employer has been duly informed of the employee's illness, i.e. if he was notified on the 1st day and in possession of the sickness certificate at the latest on the 3rd day of the absence, he is not allowed to give notice of an invitation to a pre-dismissal interview.

Exception: if the illness exceeds 26 consecutive weeks, the protection against dismissal, as well as the prohibition to convene an employee to a pre-dismissal interview are no longer applicable.

During the first 5 days of an incapacity for work, an employee is not allowed to go outside.

Attention: the time of the interview (including travel time) must be fixed in such a way that the employee is able to respect the permitted hours of leave (10:00-12:00 and 14:00-18:00).

☞ See also our publication "I'm sick, what can I do?"

Is the invitation or the dismissal invalid if I produce a certificate of incapacity to work from the day I receive the invitation?

No. If the certificate of incapacity for work is presented after receipt of the letter of termination of the contract or the letter of invitation to the pre-dismissal interview, the protection against dismissal does not have any effect and the dismissal procedure can be continued.

Exception: In case of urgent hospitalization of the employee, the presentation of the certificate of incapacity for work within 8 days of the hospitalization renders the letter of notification of termination of the contract or, if applicable, the letter of invitation to the pre-dismissal interview null and void.

After the pre-dismissal interview

Dismissal with notice or on serious grounds must be notified at the earliest on the day after the interview, or the date set for the interview if the employee did not attend, and at the latest 8 days after the interview/date set for the interview.

A dismissal notified without observance of this procedure is irregular due to formal faults.

Dismissal during the probationary period

The employment contract including a probationary period cannot be terminated with notice after a minimum probationary period of 2 weeks. Thereafter, the following notice periods must be observed:

- Duration of the probationary period: less than one month
Notice to be observed: Autant de jours que l'essai convenu compte de semaines
- Duration of the probationary period: more than one month
Notice to be observed: 4 days per agreed probation month, but maximum 1 month

My employer fired me during probationary period without giving a reason. Is he allowed to do this?

Yes, a reason for termination is not required during the probationary period.

My employer dismissed me 15 days before the end of the 6-month probationary period with 24 days notice. Is this correct?

No. Since the notice period exceeds the end of the probationary period, the employer is obliged to apply the same formalities as for dismissal with notice. It is therefore advisable to ask for the reasons for the dismissal. (see below)

Dismissal with notice

Dismissal with notice must be notified by registered letter to the post office. However, the signature affixed by the employee on the duplicate of the letter of dismissal shall be deemed to be an acknowledgement of receipt of the notification.

Notice periods

The employment contract ends after the following deadlines:

<u>Length of continuous service</u>	<u>Notice</u>
less than 5 years	2 month
between 5 and 10 years	4 month
more than 10 years	6 month

Beginning of the notice period

- Date of notice of termination: between the 1st and 14th of the month – Start of notice period: the 15th of the same month
- Date of notice of termination: between the 15th and the last day of the month – Start of notice period: the 1st day of the following month

My employer dated the letter of termination on the 14th, but I didn't receive it until the 20th. Does the notice period start on the 15th?

The postmark is proof of the date. If the letter was mailed on the 14th, the notice period begins on the 15th. If the letter was not mailed until after the 15th, the beginning of the notice period is wrong.

However, the termination date indicated by the employer will be maintained and the employer will be liable to pay compensation in lieu of notice corresponding to the salary due for the period of notice not respected.

I have a seniority of service of 5 years, but the employer only indicated a notice period of 2 months. Is this fair?

The length of the notice period is determined by the seniority acquired on the day of dismissal. So:

if the employee has 5 years of service at the time of dismissal, the notice period is 4 months.

The employer only indicated a notice period of 1 month. Do I still have to observe a 2 months notice?

No. In this case, the law provides for the payment of a compensatory indemnity in lieu of notice equal to the notice period not respected.

Exemption from work during the notice period

The employer may exempt the employee from performing the work during the notice period. This exemption must be mentioned in the registered letter of dismissal or in another written document given to the employee.

My employer has told me that I do not need to give notice. Will I get my salary until the end of the notice period?

The law says that an exemption must be given in writing. It is therefore more prudent to require a written notice from your employer.

If you do not provide the notice without proof of exemption, you risk dismissal for serious misconduct due to unjustified absence as well as non-payment of your salary.

Will I lose wages with a written exemption?

The Labour Code clearly states that such an exemption must not result in any reduction in wages, indemnities and other benefits due if the employee had continued working. Only meal, travel or travel allowances are excluded.

I am exempt and have found a new job. Can I start this new job before the end of the notice period?

Yes, simply inform the employer who dismissed you. The remaining period of notice is then no longer required.

If the new income is less than the amount owed during the notice period, the employer is obliged to pay the difference between the two salaries each

Interview



month for the remaining period of notice. This differential supplement remains subject to social security charges and taxes.

The additional leave for job search

In the event of dismissal with notice by the employer, the employee is entitled to an additional compensated leave of up to 6 days for job search provided that the employee is registered as a job seeker with the Agency for the Development of Employment (ADEM) and that he/she justifies that he/she applied for a job offer.

Do I have to take full days for this additional leave?

No, this leave can also be taken in half-days for example.

Can the employer refuse me this additional leave?

No, as long as you can provide an attestation afterwards.

What if I don't want my employer to know where I went?

You can ask for a related attestation from the place where you went and ask ADEM to issue a neutral attestation.

If I did not take advantage of this additional leave, will it have to be taken into account in the balance for leave not taken in the final count?

No, since it is necessary to justify an offer of employment.





Severance pay

Depending on the length of service, assessed on the date of expiry of the notice period, even in the event of an exemption, the employee is entitled to a severance pay.

Length of service	Severance pay
5 years at lease	1 month
10 years at lease	2 month
15 years at lease	3 month
20 years at lease	6 month
25 years at lease	9 month
30 years at lease	12 month

I terminated my employment contract for serious misconduct by the employer. Am I entitled to severance pay?

Yes, provided that your resignation is deemed justified and founded by the labor court.

How is the severance pay calculated?

Severance pay is calculated on the basis of the gross salaries actually paid for the 12 months immediately preceding that of the notification of termination, including sickness benefits and current bonuses and supplements.

Excluded from the calculation are overtime, gratifications and all indemnities (reimbursements) for ancillary expenses incurred.

When must the severance pay be paid?

At the time the employee actually leaves work.

Please note: The director of the Labour and Mining Inspectorate (ITM) can authorize the company in difficulty to pay the severance pay in monthly installments with the legal interest for late payment.

My employer has told me that he will not pay me the severance pay but that I will have a longer notice period. Is this legal?

Yes, but only if 2 conditions are met:

- the employer employs less than 20 employees
- the extension, in lieu of payment, is specified in the letter of dismissal

How long is the notice period if severance is converted?

The notice period is extended by as many months as the number of months of severance pay owed:

- a total of 5 months notice period with at least 5 years of service
- a total of 8 months notice period with at least 10 years of service
- a total of 9 months notice period with at least 15 years of service
- a total of 12 months notice period with at least 20 years of service
- a total of 15 months notice period with at least 25 years of service
- a total of 18 months notice period with at least 30 years of service

Reasons for dismissal

The reasons for dismissal can be requested, by registered letter, from the employee within 1 month from the notification of the dismissal. The employer is then required to state the reason(s) for dismissal no later than 1 month after notification of the request.

The letter of dismissal already includes the reasons for dismissal. Do I have to request them again by registered letter?

It is recommended to request them again. The law stipulates that the employee retains the right to establish by any means that her/his dismissal is unfair if he/she has not asked for the reasons within the time limit and by registered letter. It would therefore be up to the employee to prove that the dismissal is unfair, which is very difficult.

What happens if the employer does not answer my request for reasons?

If the reasons have been duly requested and the employer does not respond within the prescribed

time limit, the dismissal will be considered as unfair.

The reasons given by the employer do not correspond to reality. What can be done?

It is up to the employer to prove that the reasons invoked are precise, real and serious and he will not be able to invoke additional reasons to those contained in the letter of reasons (see also under "unfair termination of the employment contract").

Dismissal for serious misconduct

The employment contract can be terminated without notice or before the end of the term (fixed-term contract) for one or more serious reasons due to the fact or fault of the other party.

Contrary to dismissal with notice, the facts which were alleged against employee and the circumstances that are likely to attribute to them the character of a serious reason must be precisely stated in the registered letter or in the letter delivered by hand, where the signature affixed by the employee on the duplicate is equivalent to an acknowledgement of receipt.

No severance pay is due in the event of dismissal for serious misconduct, but it must be preceded by a pre-dismissal interview in cases where the law or a collective agreement makes it mandatory.

My employer sent me home with the argument that he was going to dismiss me for serious misconduct. Is he allowed to do that?

In this case, it is a suspension with pay that can be pronounced with immediate effect and without any other form. However, the salary, indemnities and other benefits must be maintained until the day of notification of the dismissal.

My employer has pronounced a suspension. When should I receive the notice of termination?

In the case of a suspension, the notice of dismissal for serious reasons, respectively the invitation to a



pre-dismissal interview if this is mandatory, must be sent at the earliest on the day following the suspension and at the latest eight days after the layoff.

Definition of serious misconduct

Any fact or fault that makes it immediately and definitively impossible to maintain working relations is considered a serious reason. In the event of a dispute as to the serious motive, the judges are obliged to take into account the level of education, the professional background, the social situation and all the elements that may influence the responsibility of the employee and the consequences of the dismissal.

My employment contract contains examples of misconduct that are considered serious misconduct. Is this legal?

These clauses are illegal and have no binding force. Any fault must be assessed by a judge not only according to the seriousness of the alleged facts, but also according to the degree of education, professional background, social situation, etc. The same fault may be considered serious for one person, but not for another. There are judgements where an unjustified absence of 3 days is consid-

ered as serious misconduct (for example because it is a repeat offence) and others where this is not the case (for example because of a long period of service with no other history).

Dismissal for serious misconduct is based on a fact that is more than one month old. Is the dismissal still justified?

No. The fact(s) or misconduct that may justify termination on serious reasons may not be invoked beyond a period of one month from the day on which the party invoking it became aware of the fact(s) or misconduct, unless the fact(s) or misconduct gave rise to criminal proceedings within one month.

However, a previous fact or fault may be invoked in support of a new fact or fault.

I was dismissed for serious reasons because the occupational physician declared me unfit for the position I occupy. Is this possible?

No. The contract is automatically terminated when the pre-recruitment medical examination or external reclassification decision is made by the Mixed Commission.

If it is not one of these 2 cases, the employer can only terminate the employment contract by respecting the legal notice period.

Abusive termination of the employment contract

Dismissal that is contrary to the law or that is not based on real and serious reasons related to the employee's aptitude or conduct or based on the needs of the operation of the company, establishment or service is abusive and constitutes a socially and economically abnormal act.

In this case, legal action must be brought before the labor court within three months of notification of the dismissal or the reasons for it. In the absence of a statement of reasons, the time limit runs from the expiry of the time limit for replying to the request for reasons (1 month).

This 3-month period is validly interrupted in the event of a written complaint to the employer by the employee, her/his representative or her/his trade union organization. This complaint causes a new period of one year to run, under penalty of foreclosure.

Attention: In the context of legal proceedings, the judges take into account the steps taken by the employee concerned to find a new job in order to determine any compensation. It is therefore essential to actively look for a new job and to keep the relevant documents, such as copies of applications, answers obtained, certificates of attendance at a job interview, etc...

If you feel that your dismissal is abusive, please contact our Information, Advice and Assistance Service. Phone: +352 2 6543 777

Attention: The statutes of the OGBL prescribe the opening of a file with its Information, Advice and Assistance Service, as well as an attempt to achieve an arrangement before any request for legal aid by a lawyer.

Other terminations of employment contracts

The employment contract is terminated with immediate effect in the event of cessation of business due to death, physical incapacity or declaration of bankruptcy of the employer.

☞ In this case, please consult our brochure "Bankruptcy".

The employment contract automatically ceases the day of the employee's declaration of unfitness for the planned occupation at the time of the pre-recruitment medical examination.

I have already been working for 2 months and I have not yet received a convocation for the pre-recruitment medical examination. Can my contract still be terminated automatically if I am declared unfit?

Yes, unfortunately, there are often delays in receiving invitations to the medical examination. These delays do not affect the legal provisions. As a result, the contract is automatically terminated in the event of a declaration of unfitness at the time of the medical examination, even if the medical examination could not be carried out at the time of hiring. However, make sure that your employer has requested an appointment for this purpose.

The employment contract automatically ceases on the day of the grant of an old-age pension to the employee and at the latest at the age of sixty-five years, provided that he or she is entitled to an old-age pension.

My employer told me that I had to resign with notice before the old-age pension was granted. Is this true?

No. You only need to apply for the pension at the right time in order to be sure that you will receive it at the desired date. The employer will be informed of the grant date by National Pension Insurance Fund (Caisse nationale d'assurance pension - CNAP).

I am 65 years old, but I am not entitled to the old age pension, as I do not meet the attribution condition. Can my employer terminate my contract for this reason?

No. Failure to meet an old-age pension attribution condition is not a reason for dismissal.

The employment contract automatically ceases the date of the decision granting the employee a disability pension.

CNAP granted me a disability pension. Does the employer owe me severance pay?

No. Severance pay is only due in the event of dismissal with notice and not in the event of automatic termination of the employment contract.

The employment contract automatically ceases the day on which the employee's entitlement to sickness benefit is exhausted.

Sickness benefit is no longer payable from the day the total duration of periods of disability exceeds 78 weeks.

Attention: We advise you to contact our Information, Advice and Assistance Service at least 3 months before the end of these 78 weeks to analyze the situation and to inform you of the possible steps to be taken.

The employment contract automatically ceases

- on the day of notification of the decision of the Mixed Commission retaining an external professional reclassification
- the day of the withdrawal of the recognition of the status of disabled employee
- the day on which the confirmation of the decision to redirect the employee to the ordinary labour market is notified to the disabled by the Occupational Counselling and Redeployment Panel (Commission d'orientation et de reclassement professionnel) or by the competent courts.

Effects of the termination of the employment contract

The final account

At the latest within 5 days following the end of any employment contract, the employer must submit to the employee a final account including, in particular, the compensation for leave not taken and pay any outstanding debts to the employee. The limitation period for claiming payment of wages is 3 years.

Please note: The final account is not to be confused with the receipt in full and final settlement.

The receipt in full and final settlement

A receipt in full and final settlement is not mandatory and discharges only the employer's legal obligations!

It must be made out in 2 copies, one of which is given to the employee, and meet the following conditions:

- indicate that it has been drawn up in 2 copies,
- the words "in full and final settlement" must be written entirely in the employee's own handwriting and followed by the employee's signature,
- indicate the claims and receivables and their respective amounts,
- indicate the possibility for the employee to denounce the receipt and the time limit for denunciation.

The receipt in full and final settlement may be denounced by registered letter within 3 months of signature. The denunciation must be summarily motivated, indicate the rights invoked and only deprives the receipt of its discharging effect with regard to the rights invoked.

Refusal to sign a receipt in full and final settlement does not discharge the employer from his obligations. It is therefore advisable not to sign a receipt unless you are certain that all counts for the last 3 years are correct and that you have received payment of any outstanding amount from the employer.

Can my employer refuse to pay my outstanding wages if I refuse to sign a receipt in full and final settlement?

No. The employer is always obligated to issue the final account and pay the balance of the salary.

I have signed the receipt in full and final settlement and have not received payment of the amounts indicated on it. Are they lost?

No. On the one hand, the employer is still obliged to pay the amounts due. On the other hand, it can always be denounced by registered letter within 3 months.

In the event that it is necessary to denounce the receipt in full and final settlement, we advise you to consult our Information, Advice and Assistance Service to do so, stating the reasons for the denunciation and the rights invoked.

The non-competition clause

Many employment contracts contain a non-competition clause. Contrary to popular opinion, the non-competition clause does not apply to a simple change of employer, but only to the operation of a personal business. The employee remains free to look for a new job and to use the professional experience acquired with another company in the same sector!

If the employee intends to set up her/his own business, several conditions still have to be met for a non-competition clause to be applicable:

- It must be established in writing and the annual salary must exceed the level determined by

Grand-Ducal Regulation, i.e. currently (275'000 LUF / 40,399 = 6'817. € at index 100) 56'905,5892 € at index 834,76 on January 1st, 2020;

- It is inapplicable in case of dismissal with immediate effect for serious misconduct and if this dismissal has been declared abusive by the labor court or if the former employer did not respect the notice period provided by the Labor Code;
- It must relate to a specific professional sector and to activities similar to those carried out by the former employer;
- It may not provide for a period of more than 12 months starting on the day the employment contract ended;
- It must be limited geographically to localities where the employee can make a real competition to the former employer considering the nature of the enterprise and its range of action; in no case it can extend beyond the national territory.

It remains to be specified that any clause contrary to the legal provisions and which aims at restricting the rights of the employee or aggravating her/his obligations is null and void.

Please note: The non-competition clause is not to be confused with the obligation of loyalty. In this sense, it is better to refrain, for example, from informing the clients of one's former employer who will be the new employer if the latter is in the same sector (prospecting).



Priority for re-employment

An employee who is dismissed for reasons based on the needs of the company's operations may claim priority for re-employment for a period of one year from the date of her/his departure from the company. If the employee expresses the wish to make use of this priority in writing, the employer is obliged to inform him/her of any job that has become available within her/his qualification.

My employer dismissed me for economic reasons. Is he or she entitled to hire another employee at a later date?

The ground of economic reasons (reason not inherent to the person) does not automatically exclude the possibility of hiring another employee. However, if you have applied for a priority for re-employment, he must inform you of the available job before any hiring.

I have applied for a hiring priority. Do I have to accept a new job offer with the same employer?

If you are unemployed and receiving benefits, you cannot refuse a job or you will lose your right to unemployment.

In this case, you will be obliged to accept the job offer unless the salary offered would be less than the amount of unemployment benefit.

Job Seekers and Unemployment

Registration as a job seeker

As soon as you receive a dismissal, you can register as a job seeker with the Employment Development Agency (ADEM), even if you are not a resident.

Detailed information is available on the ADEM website:

adem.public.lu/en/demandeurs-demploi.html

How does registration as a job seeker with ADEM work?

Registration is done in 2 steps:

1. Contact the ADEM Contact Center by phone (+352 247-88888) or complete the online registration form.
2. Finalize the registration by following the invitation to a physical presentation at the ADEM agency indicated.

Do I have any obligations to ADEM as a job seeker?

Yes, upon finalizing your registration, you will receive information regarding your rights and obligations. In case of non-compliance with these obligations, you risk sanctions up to the loss of unemployment benefits.

I have an exemption from work during the notice period. Am I obliged to attend the appointments set by ADEM?

Yes, since the law allows you to start a new job before the end of the notice period if an exemption is granted, ADEM can schedule follow-up appointments and send you assignments.



Claiming Unemployment Benefits

Unlike registration as a job seeker, the claim for unemployment benefits can only be made at the end of the notice period and within 2 weeks at most. In principle, you will receive an appointment at the relevant office when your registration as a job seeker is finalized.

Please note: the appointment at the office for the application for unemployment benefit does not exempt you from a possible appointment with your officer on the same day.



Conditions for the granting of unemployment benefit

To be eligible for unemployment benefits you must:

- be involuntarily unemployed (which excludes termination of the employment contract by mutual agreement, unjustified abandonment and dismissal for serious misconduct);
- be at least 16 years of age and at most 64 years of age;
- be fit for work, available and willing to accept any suitable employment;
- be registered as a job seeker with ADEM and apply for full unemployment benefits;
- have been employed under one or more employment contracts for a minimum of 26 weeks (182 calendar days; at a minimum rate of 16 hours/week) in the 12 months (or more, as the case may be) preceding your registration as a job seeker with ADEM ;
- be resident on Luxembourg territory;
- at the time of notification of dismissal under a permanent contract, at the latest 6 months before the end of the contract within the framework of a fixed-term contract, not hold the position of manager, director, managing director or person in charge of day-to-day management in a company, not hold a business license.

I was dismissed for serious misconduct. I am therefore not entitled to unemployment benefits?

Eventually. If you are in legal proceedings for wrongful dismissal, your attorney can ask for unemployment benefits as a provisional measure pending the judgment. **But be careful:** if the case ends in favor of the employer, you will be obliged to reimburse the benefits received.

I am a cross-border worker and I lost my job because of an external reclassification decision by the Mixed Commission. Will I be entitled to unemployment benefits?

Yes, cross-border workers can benefit from the occupational redeployment procedure and will be entitled to unemployment benefits in the event of an external reclassification decision, provided they meet the other conditions for attribution.

If you have any questions about ADEM and if you are contesting a decision, you can contact our Information, Advice and Assistance Service.

Belgian cross-border workers

☞ Regarding the procedures in Belgium, please consult our brochure: "Je travaille au Grand-Duché de Luxembourg - Je perds mon emploi..."



*If you have any further questions or special problems, we would be happy to advise you.
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