

Guide to Notice Periods and Effective Resignations

It is always worth remembering that Luxembourg is, in professional terms, a small place. When you leave a company, you will want to leave with enduring professional relationships, and how you resign may play an important role in that.

Resignations in Luxembourg are subject to very specific rules and procedures, so it is always worth checking www.guichet.lu or other Luxembourg administrative websites for the most up to date guidance on when your resignation will be effective from, and what to do to ensure a successful resignation. Do check your employment contract, as it governs the relationship with your employer.

In addition to the administrative side of a resignation, there is also the personal side. It is worth thanking any managers or colleagues who have supported you in your role for any support they have provided, and remember that you may work with colleagues again.

The following is our quick reminder of the rules. This is not a substitute for your own research, and does not constitute personal advice, but may serve as a useful reminder of the rules.

Ending a Permanent Employment Contract

The notice period depends on your length of service in the company. The notice period is:

- 1 month if you have less than 5 years' continuous service with the employer; or
- 2 months if you have between 5 and 10 years' continuous service; or
- 3 months if you have at least 10 years' continuous service.

An employee cannot require their employer to accept a notice period different to that specified by law, unless the employer agrees. Obviously different rules apply in the case of misconduct, etc.

Starting Point of Notice Period

In the case of a permanent employment contract, your notice period will commence either:

- on the 15th of the month, if the resignation is sent before the 15th of the month (as per postmark);
- on the 1st of the following month if the letter is sent on or after the 15th of the month (as per postmark).

Ending a Fixed-Term Employment Contract / CDD

Employees working under a fixed-term employment contract (CDD) can generally only resign during the trial period provided for in the contract, unless you obtain mutual agreement with your employer, or in the event of misconduct.

Mutual agreement must be recorded in writing, in the form of a statement prepared in two copies signed by both parties. Otherwise, a fixed-term employment contract cannot be terminated prior to its expiry date, failing which the party who has terminated the contract will be liable for payment of damages.

Form of Resignation

Your intention to resign must be “clearly and unequivocally expressed after careful thought”. You must specify in the letter of resignation that you are giving notice of resignation. You do not need to give a reason. You cannot withdraw the resignation without consent. Case law does not recognise oral resignations.

To give notice of resignation to your employer, you can choose between either:

- sending a resignation letter by registered post;
- delivering a resignation letter in person to your employer, who must sign a copy of the letter to acknowledge receipt.

Best of luck with your resignation!

Finally, just as a reminder, this article does not constitute personal advice, and we advise you to check with the relevant Luxembourg administrative authorities’ websites for the rules surrounding resignations.

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