

Leaflet for refugees, eligible for asylum

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1. What does „Basic benefit for jobseekers“ mean“?

Basic benefit for jobseekers in accordance with the *SGB II* includes:

- Benefits for integration in employment
- Benefits for maintaining of livelihood

Following **conditions** should be fulfilled for being able to get an unemployment benefit II: ability to work. i.e. you are able to work daily for at least 3 hours a day

- Need in social security benefit, i.e. You dispose of any other financial resources to meet your expenses
- Aged between 15 and 65 (or in accordance with the age limit after § 7a of *SGB II*)
- Your permanent place of residence is in the Federal Republic of Germany

Note: Social security benefit II can also be paid, if you have already been employed but your income resulting from the said employment is not enough to pay for your living.

1.1 What is a “Community of members of a household in need of benefit“ mean“?

You are being paid the *SGB II* generally as a community of household members in need of benefit, also in case you are staying alone. In case that there are some more persons living together in your household, then you together with these persons constitute a community of household members in need of benefit. It includes (married) partners and children up to the age of 25.

All persons who belong to the community in need of benefit are granted *SGB II*, provided the above-mentioned requirements have been met.

1.2 What is reasonable employment?

Basically, any employment under *SGB II* (§10 *SGB II*) is reasonable. Under *SGB II* there is no claim for doing jobs starting at a certain level of qualification.

On top of all efforts should be the decrease and cutoff of the need for support.

An employment is not reasonable just under certain circumstances, if, for example:

- doing a job jeopardizes raising a child under three years of age,
- care for family members is not consistent with doing a job and cannot be otherwise ensured or
- you are physically or mentally not capable of doing certain jobs.

2. Your obligations

Basically you have to do your utmost to decrease the amount and length of entitlement for getting social benefits under *SGB II* or completely to get over.

This includes in particular that you actively participate in all activities that are aimed at your integration into the labor market.

A refusal to participate in these measures can have an impact on the amount of your benefit entitlement (see point 3).

Your specific responsibilities will be discussed with you in a counseling interview and agreed upon in an integration agreement.

2.1 Obligation to co-operate

You are obliged to notify the job center about all data completely and truly. The provided information is the basis for the decision on your entitlement to basic social security benefits. If the so-called "proof" (e.g. documents, certificates) is required, you are obliged to provide information or to produce the documents personally.

Your obligation to cooperate starts with the day of application and usually lasts until the end of your obtaining of benefit payments.

You are obliged to report immediately on all changes in your personal situation. This also applies to changes that refer to your family members who are staying together with you.

These changes include in particular:

- resumption of employment or self-employment,
- starting your vocational training or studies,
- disease (disability),
- changes in your residence status,
- application for or receiving a pension (any form of pension is meant)
- changes in your address / relocation request
- changes in the size of your community in need of social benefit due to moving in or out

2.2 Obligation to report

From the day of application you are obliged to come to the Job Center in person.

You have to be basically achievable for your Job Center in person every working day under the given address and by mail, and visit the Job Center daily.

An invitation to the reporting date will usually be provided to you in writing.

In addition to the basic invitation this also includes teaching on the legal consequences.

If you do not come to the registration deadline without an important reason, this will affect the amount of your benefit entitlement (see item 3).

2.3 Absence from the place of residence

You can stay away from your place of residence (local absence) for a maximum of 21 calendar days in a calendar year **with** the prior consent of your Job Center. An extension is basically not possible.

An application form shall be submitted to the local Job Center before checking out.

On return to your place of residence you must report back immediately in person at your Job Center.

NOTE: If you are absent from your place of residence without permission, so this will affect your entitlement to benefit. Any benefit payments of *SGB II* will be made for the period of unauthorized absence.

3. Reduction and discontinuation of payments of the unemployment benefit II

The law stipulates legal consequences (sanctions) for the violation of one's obligations.

Your entitlement for the unemployment benefits in case of a sanction may be reduced or entirely cancelled. Each reduction in your unemployment benefit II by a sanction takes 3 months.

Note the following instructions to your own advantage, especially for avoiding disadvantages from the very beginning.

3.1 Legal consequences in case of neglecting of obligations (§§ 31 and following of SGB II)

Neglect of obligation among other things is given, if despite a written teaching on the legal consequences or their knowledge:

- you refuse to meet your obligations, set in an integration agreement, in terms of providing enough proof for trying hard to find a job
- if you refuse to accept or to continue an offered suitable job, training, job opportunity or a subsidized employment contract or you prevent signing of a contract due to your behavior or
- you do not start, cancel or give a reason for cancelling a reasonable measure for integration into employment

3.2 Repeated neglect of obligations and their consequences (§§ 31a.f. SGB II)

If you violate your obligations repeatedly, even though you have been informed of the legal consequences, or they were known to you, your unemployment benefits will be reduced with the first repeated violation of your obligations by 60% of the relevant regular need.

It is always a repeated violation of obligations, whenever less than a year has passed since the beginning of a period of previous reduction.

For each further repeated violation of your duties your entitlement to unemployment benefit II as well as your health and care insurance coverage will be completely cancelled. The duration of the reduction period is three months each time.

Please note: In case of cutting your benefits for more than 30% of the regular need, supplementary benefits (e.g. food vouchers) can be provided on request to an appropriate extent. If some underage children belong to your household, the authority will provide these services on its own initiative.

In case of complete discontinuation of payments note the following: With the provision of supplementary benefits or benefits of monetary value (e.g. food vouchers) the entitlement for the unemployment benefits II is given again. Your health and nursing insurance coverage will be given again.

If no supplementary non-cash benefits or benefits of monetary value are provided (because you for e.g. have waived), any unemployment benefit payments II and therefore **any** compulsory insurance coverage due to benefit payments are given.

During this time, you have to bear the resulting health and nursing insurance expenses yourself. These costs are not covered by the Job Center. This also applies to the costs of your private health insurance.

3.3 Penalties in case of failure to report (§ 32 of SGB II)

You have to follow the demands of your Job center to report personally. If you do not do this, even though you have been informed of the legal consequences in writing, or they were known to you, your unemployment benefits will be cut by 10% of the relevant regular need for the duration of 3 months.

An example

The entitlement for social benefits has been cut by 10% for the period from 01.06. to 31.08 due to failure to report. The entitled person did not follow his/her new invitation for 10.07.

As a result, his/her benefit entitlement for the period from 01.08. to 31.10. will be cut again by 10% of his regular need. His entitlement for social benefit payments will be cut by a total of 20% in the overlapping month of August.

An important reason for not appearing at the reporting date

If you can prove having had a serious reason for your behavior, any sanctions will be introduced. An important reason is given only when in consideration of your individual interests the public interests outweigh your interest. Important reasons can be, for example, working or being unfit for working, due to which you were not able to come to the Job Center in person.

Basically, you must always provide an appropriate proof, if you could not come to an appointment for an important reason. It can happen that without such a proof an important reason under certain circumstances will not be accepted.

3.4 Sanctions for entitled persons under 25 years of age and their consequences

(§§ 31 a. f., SGB II)

If you are between 15 and 24 years of age and have violated your obligations for the first time (with the exception of failure to report), you will be granted only the expenses for housing and heating for a period of three months. The expenses are usually paid straight to the landlord.

In case of repeated violation of your obligations the costs for housing and heating for the duration of three months will not be granted. Health and care insurance coverage will be cancelled.

If you declare to follow your obligations again later, the housing and heating expenses will be paid again, starting with the day of your statement.

In addition, supplementary benefits (e.g. food vouchers) may be granted on request.

If there are underage children living in your household, these supplementary benefits are provided by the authority on its own initiative.

Note for obtaining of supplementary non-cash benefits :

With provision of supplementary non-cash benefits or benefits of monetary value (e.g. food vouchers) the entitlement for unemployment benefit II is given again together with health and nursing care coverage.

If any supplementary non-cash benefits or benefits of monetary value are granted (if you, for e.g. have waived), any unemployment benefit payments II and therefore any compulsory insurance coverage due to benefit payments are given. During this time, you have to bear the resulting health and nursing insurance expenses yourself. These costs are not covered by the Job Center. This also applies to the costs of your private health insurance.

The sanction period can be reduced to six weeks considering all the circumstances of your particular case.