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## **EMPLOYMENT RELATIONS**

### **ACT**

#### **I. GENERAL PROVISIONS**

##### Article 1 (Aim of the Act)

(1) This Act regulates employment relationships which are entered into on the basis of an employment contract concluded between the worker and the employer.

(2) The aim of this Act is to achieve the participation of workers in the working process, to ensure a harmonised running of the working process and to prevent unemployment, taking into account the right of workers to freedom of work and dignity at work, and to protect the interests of workers in employment relationship.

##### Article 2 (Regulation of Employment Relationship)

Unless stipulated otherwise by a special act, this Act also regulates employment relationships of workers employed with state bodies, local communities and institutions, other organisations and private persons carrying out a public service.

##### Article 3 (Application of the Act)

(1) This Act shall apply to employment relationships between employers established or residing in the Republic of Slovenia and the workers employed with them.

(2) This Act shall also apply to employment relationships between foreign employers and workers, concluded on the basis of an employment contract on the territory of the Republic of Slovenia.

(3) In case of workers posted to the Republic of Slovenia by a foreign employer on the basis of an employment contract pursuant to foreign law, this Act shall apply in accordance with the provisions regulating the position of workers posted to work in the Republic of Slovenia.

Article 4  
(Definition of Employment Relationship)

(1) An employment relationship is a relationship between the worker and the employer, whereby the worker voluntarily participates in the employer's organised working process, in which he in return for payment continuously carries out work in person according to the instructions and under the control of the employer.

(2) Each of the contracting parties in an employment relationship shall exercise the agreed and prescribed rights and obligations.

Article 5  
(Definition of the Worker and the Employer)

(1) For the purposes of this Act, the worker is any natural person involved in an employment relationship on the basis of a concluded employment contract.

(2) The employer is a legal and natural person or another entity such as a state body, local community, subsidiary of a foreign company and a diplomatic and consular mission employing the worker on the basis of an employment contract.

(3) A small employer is an employer employing ten or less workers.

(4) The expressions worker and employer (with the corresponding pronouns<sup>1</sup>) in the masculine grammatical gender shall be used as neutral gender encompassing both women and men.

Article 6  
(Prohibition of Discrimination)

(1) The employer may not treat unequally the job seekers (hereinafter referred to as »the candidate«) in gaining employment or the worker during the employment relationship and in relation to the termination of an employment contract on the basis of sex, race, colour of skin, age, medical condition or disability, religious, political or other conviction, membership in a trade union, national and social origin, family status, financial situation, sexual orientation or other personal circumstances.

(2) Women and men must be provided equal opportunities and equal treatment in employment, promotion, training, education, retraining, wages and other income arising from employment relationship, absence from work, working conditions, working hours and notice of termination of the employment contract.

(3) Any direct as well as indirect discrimination due to sex, race, age, medical condition or disability, religious or other conviction, sexual orientation and national origin is

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<sup>1</sup> Translator's note: in the Slovenian language, the nouns »worker« and »employer« denote masculine form although they encompass feminine gender too. In the English translation, this can be observed in the use of the pronoun »he« referring to the worker or the employer.

prohibited. Indirect discrimination may be assumed, if the effect of apparently neutral provisions, criteria and practice is such that they are disadvantageous to persons of certain sex, race, age, medical condition or disability, religious or other conviction, sexual orientation or national origin, unless such provisions, criteria and practice are objectively justified, appropriate and necessary.

(4) If in case of a dispute the candidate or worker presents facts which justify the assumption that the prohibition of discrimination was violated due to the circumstances referred to in paragraph (3), it is the employer who has to supply the evidence that different treatment is justified by the type and nature of work.

(5) Should the prohibition of discrimination be violated, the employer is liable for damage to the candidate or worker pursuant to general rules of the civil law.

#### Article 7 (Limitation of Contracting Parties' Autonomy)

(1) In entering into and terminating an employment contract as well as during the employment relationship, the employer and the worker must follow the provisions of this Act and other acts, ratified and published international agreements as well as other rules, collective agreements and employer's general acts.

(2) The employment contract or collective agreement may lay down rights which are more favourable for the worker than those laid down in this Act.

(3) Notwithstanding the provision of paragraph (3), the collective agreement may provide otherwise in the cases referred to in Articles 52, 53, 91, 120, 143, 158 and 175.

#### Article 8 (Employer's General Act)

(1) Before adopting proposals for general acts, with which the employer lays down the organisation of work or the responsibilities the workers must be familiar with in order to fulfil the contractual or other liabilities, he must present them for opinion to the trade union with the employer. The trade union must deliver its opinion within eight days.

(2) If the trade union delivers its opinion within the period laid down in paragraph (1), the employer must discuss it and present its position before adopting any general acts.

(3) If no trade union is organised with the employer, the employer's general act may lay down the rights which, pursuant to this Act, can be laid down in collective agreements, if they are more favourable for the worker than those determined by law or collective agreement which bind the employer.

(4) The employer must directly inform the workers of the contents of the proposal for the general act referred to in paragraph (3) before adopting the act.

(5) For the purposes of this Act, the trade union at the employer shall be the representative trade union which appoints or elects the trade union organizer pursuant to Article 208 of this Act.

## **II. EMPLOYMENT CONTRACT**

### **1. GENERAL**

#### Article 9 (Employment Contract)

(1) Employment relationship is entered into by employment contract.

(2) The rights and obligations related to carrying out work in the employment relationship and coverage by social insurance on the basis of employment shall begin to be exercised on the day of commencement of work laid down in the employment contract. In accordance with special regulations, the employer must register the worker in the obligatory pension, disability, health and unemployment insurance and deliver him a photocopy of registration within 15 days from commencing work.

(3) If the date of commencement of work is not determined, the date of signing the employment contract shall be the date of commencement of work.

(4) The rights and obligations related to carrying out work in an employment relationship and coverage by social insurance on the basis of employment shall begin to be exercised on the date of commencement of work, even in case the worker does not begin to work on that date due to justified reasons.

(5) In this Act, justified reasons due to which the worker does not begin to work are cases when the worker is excusably absent from work pursuant to law or collective agreement and cases which the contracting parties can determine in the employment contract.

#### Article 10 (Employment Contract for an Indefinite Period of Time)

(1) The employment contract shall be concluded for an indefinite period of time unless stipulated otherwise by this Act.

(2) If the duration of employment is not laid down in writing in the employment contract, or if the employment contract for a definite period of time is not concluded in writing upon commencement of work, the employment contract shall be deemed to be concluded for an indefinite period of time.

#### Article 11 (Application of the General Rules of Civil Law)

(1) In concluding, validity, termination and other matters related to the employment contract, the general rules of civil law shall apply *mutatis mutandis* unless stipulated otherwise by this Act or other laws.

(2) If the elements of employment relationship pursuant to Article 4 and in relation to Article 20 exist, work may not be carried out on the basis of contracts of civil law except in cases laid down by law.

Article 12  
(Nullity and Voidability of the Employment Contract)

In determining the consequences of voidness and challengeability of an employment contract, the general rules of civil law shall apply *mutatis mutandis* unless stipulated otherwise by this Act.

Article 13  
(Asserting Nullity of the Employment Contract)

(1) The court shall *ex officio* observe the nullity of an employment contract, which can be referred to by any interested person.

(2) Nullity of an employment contract shall be asserted before the labour court of competent jurisdiction.

(3) The right to asserting nullity of an employment contract shall not expire.

Article 14  
(Asserting Voidability of the Employment Contract)

(1) Voidability of an employment contract shall be asserted before the labour court of competent jurisdiction.

(2) The right to demand annulment of a voidable contract shall expire 30 days after the day the eligible person learnt of the reason for the voidability or after cessation of the duress.

(3) In any case, the right referred to in paragraph (2) shall expire one year after the day of signing the contract.

## **2. FORM OF THE CONTRACT**

Article 15  
(Written Form of the Employment Contract)

(1) The employment contract shall be concluded in written form.

(2) The employer shall provide the worker with a written proposal for the employment contract three days prior to the envisaged signing of the contract and a written employment contract upon its conclusion.

(3) If the worker did not receive the written employment contract, he may demand its delivery by the employer and judicial protection any time during employment.

(4) The existence and validity of an employment contract shall not be affected by the fact that the contracting parties did not conclude the employment contract in written form, or that not all component parts of the employment contract referred to in Article 29 were laid down in writing.

Article 16  
(Assumption of the Existence of Employment)

In case of dispute on the existence of employment between the worker and the employer, it shall be assumed that employment exists, if the elements of employment relationship are present.

**3. CONTRACTING PARTIES**

Article 17  
(General)

The employer and the worker shall be the parties to the employment contract.

Article 18  
(Employer – the Legal Entity)

(1) If the employer is a legal entity, local community, subsidiary of a foreign company or other organisation, the employer shall be represented by the agent laid down by law or the articles of association or by the person authorised in writing by the agent.

(2) If the employer is a state body, it shall be represented by its superior or by the person authorised by the superior unless stipulated otherwise by law.

(3) When concluding the employment contract with the management, the employer shall be represented by a body laid down by law, the articles of association or statutes, and in the absence of such body by the owner.

(4) When concluding the employment contract with the management during the establishment of the employer, the latter shall be represented by the founder.

Article 19  
(Capacity to Conclude the Employment Contract)

(1) An employment contract may be concluded by persons who have reached the age of 15.

(2) An employment contract concluded with a person who has not reached the age of 15 is null and void.

Article 20  
(Conditions for Concluding the Employment Contract)

(1) A worker who concludes an employment contract must meet the prescribed conditions for carrying out work laid down in the collective agreement or employer's general acts or required by the employer, which are published in accordance with Article 23 (1) (hereinafter referred to as “the conditions for carrying out work”).

(2) The employer must lay down the conditions for carrying out work at individual workplaces in the general acts. Small employers shall not be subject to the obligation referred to in the previous sentence.

(3) A disabled person trained to carry out certain work shall be regarded as medically capable to conclude an employment contract for such work.

Article 21  
(Aliens)

(1) An alien or a person without citizenship may conclude an employment contract, if he fulfils the conditions laid down in this Act and the conditions determined by special act regulating employment of aliens.

(2) An employment contract concluded contrary to paragraph (1) shall be null and void.

#### **4. FREEDOM OF CONTRACT**

Article 22  
(General)

Taking account of statutory prohibitions, the employer is entitled to freely decide on which candidate, who fulfils the conditions for carrying out work, to conclude the employment contract with.

#### **5. RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES IN CONCLUDING EMPLOYMENT CONTRACTS**

Article 23  
(Public Notice of Vacancies)

(1) The employer who recruits labour has to announce the vacancies in public. Public notice of vacancy must contain the conditions for carrying out work and the deadline for submitting applications, which may not be shorter than eight days.

(2) A public notice shall also be published in the public areas of the Employment Service of the Republic of Slovenia (hereinafter referred to as "Employment Service").

(3) If the employer publishes a vacancy in the mass media, the deadline for submitting applications shall start running on the day of the last notice.

(4) The employer employing workers for a definite period of time or part time and recruiting workers for an indefinite period of time or full time, must inform the workers in due time of the vacant positions or of the public notice of vacancies on the notice board at the employer's head office.

Article 24  
(Exceptions to the Obligation of Public Notice)

(1) An employment contract can exceptionally be concluded without public notice in the following cases:

- conclusion of a new employment contract between the worker and the employer due to changed circumstances,
- employer's obligations arising from granting scholarships,
- employment of a disabled person pursuant to the act regulating employment of disabled people,
- employment for a definite period of time which, due to its nature, does not last more than three months in a calendar year,
- employment for an indefinite period of time of a person who served an apprenticeship at the employer or who was employed with the employer on the basis of a contract for a definite period of time,
- employment for a definite period of time due to working during the accommodation period on the basis of the final decision and certificate issued by the competent body in the procedure of recognition of qualifications pursuant to a special act,
- full-time employment of a person who was employed part-time with the employer,
- employment of partners in a legal entity,
- employment of family members of an employer who is a natural person,
- employment of elected and appointed officials or other workers related to the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their unions,
- managers, procurators,
- other cases stipulated by law.

(2) For the purposes of this Act, family members are:

- a spouse or person who has lived in cohabitation with the employer for the last two years before concluding the employment contract which, pursuant to regulations on matrimony and family relations in legal consequences, is equalized with matrimony,



- children, adopted children and stepchildren,
- parents – father, mother, stepfather and stepmother, adopter, and
- brothers and sisters.

Article 25  
(Equal Treatment as Regards the Sex)

(1) The employer should not publicly announce a vacancy only for men or only for women, unless one of the sexes is the essential condition for carrying out work.

(2) A notice of vacancy should not indicate that in recruiting one of the sexes would be given priority by the employer, except in cases referred to in paragraph (1).

Article 26  
(Employer's Rights and Obligations)

(1) The employer may only demand the candidate to submit documents proving the fulfilment of conditions for carrying out work.

(2) In concluding the employment contract, the employer may not demand the candidate to provide information on the family or marital status, pregnancy, family planning nor on other information, unless they are directly related to the employment relationship.

(3) The employer may not subject the conclusion of an employment contract to the condition of providing information referred to in paragraph (2), or to additional conditions related to the prohibition of pregnancy or postponement of maternity or signing the notice of termination of contract in advance by the worker.

(4) In concluding the employment contract, the employer may test the knowledge or abilities of candidates for carrying out work at the workplace for which the contract of employment is to be concluded.

(5) In order to establish the candidate's health capability for carrying out work, the employer shall at his costs refer the candidate to the preliminary medical examination in accordance with the provisions on safety and health at work.

(6) The test of knowledge or abilities of the candidate or examination of his health capabilities should not be related to circumstances which are not of direct relevance for work at the workplace for which the employment contract is to be concluded.

(7) Before concluding an employment contract for a definite or indefinite period of time, the employer shall inform the candidate of the work, the working conditions and worker's and employer's rights and obligations related to carrying out work at the workplace for which the employment contract is to be concluded.

Article 27  
(Candidate's Rights and Obligations)

(1) In concluding the employment contract, the candidate shall submit to the employer the documents proving the fulfilment of conditions for carrying out work and inform the employer of all the facts relevant for the employment relationship he is familiar with, as well as of other circumstances known to him which prevent or substantially limit him in executing the obligations arising from the contract, or which may threaten the life or health of persons he is in contact with in executing the obligations.

(2) The candidate is not obliged to answer questions which are not directly related to the employment relationship.

Article 28  
(Rights of the Unselected Candidate)

(1) Within eight days after concluding the employment contract, the employer shall notify in writing the candidate who was not selected of the fact that he was not selected.

(2) The employer shall return to the candidate who was not selected at his request all the documents submitted as proof of fulfilment of required conditions for carrying out work.

## **6. CONTENTS OF THE CONTRACT**

Article 29  
(Contents of the Employment Contract)

(1) The employment contract shall contain:

- data on the contracting parties including their residence or head office,
- date of commencement of work,
- name of the workplace or data on the nature of work for which the worker is to conclude the employment contract, including a brief description of the work he should carry out pursuant to the employment contract,
- place where the work is to be carried out; if the exact location is not stated, it shall be presumed that the worker is to carry out the work at the employer's head office,
- duration of employment relationship and the manner of taking annual leave, if an employment contract for a definite period of time is concluded,
- stipulation stating whether the employment is part or full-time,
- stipulation on regular daily or weekly working hours and the schedule of working hours,
- stipulation on the amount of the basic salary in Slovenian Tolars the worker shall receive as payment for carrying out work in accordance with the employment contract and on eventual other payments,
- stipulation on other elements of the worker's salary, payment period, payment day and manner of payment of the salary,
- stipulation on the annual leave or the manner of determining the annual leave,

- period of notice,
- collective agreements which bind the employer or employer's general acts which stipulate the conditions of work for the worker, and
- other rights and obligations in cases laid down in this Act.

(2) Regarding the issues referred to in indents 7, 9, 10 and 11 of paragraph (1), in the employment contract, the parties may refer to the laws, collective agreements or employer's general acts in force.

Article 30  
(Invalid Provisions of the Employment Contract)

If a provision of the employment contract is contrary to the general provisions on minimum rights and obligations of contracting parties laid down by law, collective agreement or employer's general acts, the provisions of law, collective agreements or employer's general acts, which partly lay down the content of employment contract, shall be used as the constituent part of the employment contract.

## **7. OBLIGATIONS OF CONTRACTING PARTIES**

### **1. Worker's Obligations**

#### **a) Carrying out Work**

Article 31  
(General)

(1) The worker shall carry out work with due diligence at the workplace for which he has concluded the employment contract and during the working hours and at the location set down for carrying out work in accordance with the organisation of work and business operations of the employer.

(2) In cases laid down by law or collective agreement, the worker shall also carry out other work.

Article 32  
(Following the Employer's Instructions)

The worker must follow the demands and instructions of the employer in relation to the fulfilment of contractual and other obligations arising from the employment relationship.

Article 33  
(Respecting Provisions on Safety and Health at Work)

The worker shall respect and implement the provisions on safety and health at work and work carefully in order to protect his life and the health and life of others.

**b) Obligation of Informing**

Article 34  
(Obligation of Informing)

(1) The worker shall inform the employer of relevant circumstances which affect or might affect the fulfilment of his contractual obligations.

(2) The worker shall inform the employer of any threatening danger to life or health or to the occurrence of material damage he should notice at work.

**c) Prohibition of Harmful Actions**

Article 35  
(Prohibition of Harmful Actions)

The worker is obliged to refrain from all actions which in view of the nature of work, which he carries out at the employer, cause material or moral damage or might harm the business interests of the employer.

**d) Obligation to Safeguard Business Secrets**

Article 36  
(Safeguarding Business Secrets)

(1) A worker should not exploit for his private use nor disclose to a third person employer's business secrets defined as such by the employer, which were entrusted to the worker or of which he has learnt in any other way.

(2) Data which would obviously cause substantial damage if they were disclosed to an unauthorised person are regarded as business secret. The worker is liable for the violation, if he knew or should have known for such nature of data.

**e) Prohibition of Competition**

Article 37  
(Prohibition of Competition – Statutory Prohibition of Competitive Activity)

(1) During the employment relationship, the worker may not for his own account or for a third account carry out work nor conclude business covered by the activity which is actually carried out by the employer and presents or might present competition to the employer without the employer's written consent.

(2) The employer may demand compensation for the damage caused due to the worker's actions within three months from the day he learnt of the carrying-out of such work

or conclusion of such business, or within three years after the work was completed or the business was concluded.

#### Article 38

##### (Competition Clause – Contractual Prohibition of Competitive Activity)

(1) If in carrying out work or in relation to work the worker gains technical, production or business knowledge and business connections, the worker and the employer may lay down in the employment contract the prohibition of carrying out a competitive activity after the termination of the employment relationship (hereinafter referred to as “competition clause”).

(2) The competition clause can be agreed for a period not longer than two years after the termination of the employment contract and only in cases the worker's employment contract was terminated at his own will or fault.

(3) The competition clause shall be laid down with reasonable limitation periods of prohibited competition and may not exclude the possibility of appropriate employment for the worker.

(4) If a competition clause is not laid down in writing, it shall be assumed not to be agreed.

#### Article 39

##### (Compensation for Respecting the Competition Clause)

(1) If respecting the competition clause pursuant to paragraph (2) of Article 38 prevents the worker from gaining earnings comparable to his previous salary, the employer shall pay him a monthly compensation in cash during the whole period of respecting the prohibition.

(2) The compensation in cash for respecting the competition clause shall be laid down in the employment contract and shall monthly amount to at least a third of the average worker's salary during the past three months prior to the termination of the employment contract.

(3) If compensation in cash for respecting the competition clause is not laid down in the employment contract, the competition clause shall be regarded as invalid.

#### Article 40

##### (Termination of the Competition Clause)

(1) The employer and the worker may agree on the termination of the validity of the competition clause.

(2) If the worker terminates the employment contract due to the employer's major violation of its provisions, the competition clause shall cease to have effect, if the worker

within one month after the day of termination of the employment contract notifies in writing his former employer that he is not bound by competition clause.

## **2. Obligations of the Employer**

### **a) Obligation to Provide Work**

#### Article 41 (Providing Work)

(1) The employer shall provide the worker with work agreed upon in the employment contract.

(2) Unless agreed otherwise, the employer shall provide the worker with all the necessary means and material for work he requires in order to fulfil his obligations uninterruptedly and ensure him access to business premises.

### **b) Obligation of Payment**

#### Article 42 (Obligation of Payment)

The employer shall ensure the worker appropriate payment for his work in accordance with the provisions of Articles 126 to 130, 133 to 135 and 137.

### **c) Obligation to Provide Safe Working Conditions**

#### Article 43 (Safe Working Conditions)

The employer shall provide the conditions for safety and health of workers in accordance with special provisions on safety and health at work.

### **d) Obligation to Protect the Worker's Personality**

#### Article 44 (General)

The employer shall protect and respect the worker's personality and take into account and safeguard the worker's privacy.

#### Article 45 (Protecting the Worker's Dignity at Work)

(1) The employer shall provide such a working environment in which none of the workers is subject to employer's, superior's or co-worker's undesired treatment of sexual nature including undesired physical, verbal or nonverbal treatment or other sexually based behaviour which creates intimidating, hostile or humiliating relationships and environment at work and offends the dignity of men and women at work.

(2) The concerned worker's rejection of the treatment referred to in paragraph (1) may not represent the reason for discrimination in employment and at work.

(3) If in case of dispute the worker states facts which justify the assumption that the employer behaved contrary to paragraphs (1) and (2), it is the employer who has to supply the evidence.

#### Article 46 (Protection of the Worker's Personal Data)

(1) Personal data of workers can be gathered, processed, used and provided to third persons only if this Act or other laws stipulate, and if it is necessary in order to exercise the rights and obligations arising from employment or related to employment.

(2) Personal data of workers can only be gathered, processed, used and provided to third persons by the employer or the worker who is specially authorised to do so by the employer.

(3) If the legal basis for gathering personal data of workers does not exist any more, they shall be deleted immediately and no more used.

(4) The provisions of the first three paragraphs shall also apply to personal data of candidates.

### **8. CHANGE OR CONCLUSION OF A NEW EMPLOYMENT CONTRACT DUE TO CHANGED CIRCUMSTANCES**

#### Article 47 (General)

(1) A change of employment contract or conclusion of a new employment contract can be proposed by any contracting party.

(2) A new employment contract shall be concluded if the conditions referred to in the third, fifth and sixth indent of Article 29 (1) change and in cases referred to in Article 90.

(3) A contract shall change or a new contract shall be valid if the other party agrees.

Article 48

(Change of Contract in Cases of Termination by the Employer)

If the employer terminates the employment contract on the basis of reasons referred to in Article 88 (1) and the worker can continue working under changed conditions or at another workplace, a new employment contract shall be concluded in accordance with the provisions of Article 90.

Article 49

(Effect of a Changed Law, Collective Agreement or  
General Act on the Change of the Employment Contract)

Regardless of the change of law, collective agreement or employer's general act, the worker shall retain all the rights which are laid down in a more favourable way in the employment contract.

Article 50

(Form of Change of Contract)

The provision of Article 15 shall also apply in case of a change of the employment contract or conclusion of a new employment contract.

## **9. SUSPENSION OF CONTRACT**

Article 51

(Suspension of the Employment Contract)

(1) In cases when the worker temporarily stops to work in order to serve a prison sentence or due to an imposed educational, safety or protective measure which prevents him from working for six months or less, due to conscription or substitute civil serving of conscription or training for performing tasks in the reserve police component, due to detention and in other cases laid down by law, the employment contract shall not cease to have effect and the employer may not terminate it, unless the reasons for an extraordinary termination are given, or if the procedure for cessation of the employer was initiated (suspension of the employment contract).

(2) During suspension of the employment contract, contractual and other rights and obligations arising from employment which are directly related to work shall be suspended.

(3) The worker shall have the right and obligation to return to work at the latest within five days after the reasons for suspension of the contract ceased. On that day, the suspension of the contract shall end. If the worker does not return to work within the prescribed period of time, without a justified reason, and he has received an extraordinary notice in accordance with the fifth indent of Article 111, the suspension of the contract shall last until the extraordinary notice starts to have effect.



## 10. SPECIAL FEATURES OF EMPLOYMENT CONTRACT

### 1. Employment Contract for a Definite Period of Time

#### Article 52

##### (Employment Contract for a Definite Period of Time)

(1) An employment contract can be concluded for a definite period of time in cases of:

- work which by its nature is of a definite duration,
- replacing a temporarily absent worker,
- temporarily increased volume of work,
- employment of an alien or person without citizenship who was granted work permit for a definite period, except in case of a personal work permit,
- managerial staff,
- seasonal work,
- a worker who concludes an employment contract for a definite period of time for the reason of preparation for work, vocational training or advanced study for work or education,
- employment for a definite period of time due to working during the accommodation period on the basis of the final decision and certificate issued by the competent body in the procedure of recognition of qualifications pursuant to a special act,
- public works or participating in the measures of active employment policy pursuant to law,
- preparation or realization of work organised as a project,
- work required during the period of introduction of new programs, new technology and other technical and technological improvements of the working process or for training workers,
- elected and appointed officials or other workers related to the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their unions,
- other cases laid down by law or collective agreement on the branch level.

(2) The branch collective agreement may stipulate that a small employer can conclude employment contracts for a definite period of time regardless of the restrictions referred to in paragraph (1).

#### Article 53

##### (Limitation for Concluding Employment Contracts for a Definite Period of Time)

(1) An employment contract shall be concluded for a definite period of time which is required for the realization of work referred to in Article 52 (1).

(2) The employer may not conclude one or more successive employment contracts for a definite period of time with the same worker and for the same job, the uninterrupted period of which would last longer than two years, except in cases laid down by law and in cases referred to in the second, fourth, fifth and twelfth indent of Article 52 (1).

(3) Regardless of paragraph (2) above, the branch collective agreement may stipulate otherwise in cases referred to in the tenth indent of Article 52 (1).

(4) An interruption of three months or less does not represent an interruption of the uninterrupted two-year period laid down in paragraph (2) above.

#### Article 54

##### (Consequences of an Illegally Concluded Employment Contract for a Definite Period of Time)

If an employment contract for a definite period of time is concluded contrary to law or collective agreement, or if the worker continues to work even after the period for which he had concluded the employment contract expired, it shall be assumed that the worker had concluded an employment contract for an indefinite period of time.

#### Article 55

##### (Obligations of Contracting Parties)

During the period of employment for a definite period of time, the contracting parties shall have the same rights and obligations as in the case of employment for an indefinite period of time unless stipulated otherwise by this Act.

#### Article 56

##### (Calculation of Working Hours)

(1) If a worker carries out seasonal work or works under uneven distribution of working hours on the basis of the employment contract for a definite period of time without interruptions for at least three months in a year and accumulates more working hours than it is laid down for full-time work, the working hours shall be on his request calculated into working days with full-time working hours.

(2) Working days calculated according to paragraph (1) shall be included in the worker's years of service as if he had spent them at work. In such calculation, the total period of service in a calendar year may not exceed 12 months.

## **2. Employment Contract between the Worker and the Employer who Carries Out the Activity of Providing Workers to Another User**

#### Article 57

##### (General)

(1) The employer who, in accordance with the provisions on employment and unemployment insurance on the basis of a concession contract, can engage in the activity of providing workers to another employer (hereinafter referred to as "the user") shall conclude an employment contract with such workers.

(2) The employer referred to in paragraph (1) may not refer workers to a workplace with another user:

- in cases when this would represent replacement of workers employed with the user who are on strike,
- in cases when the user has terminated contracts of employment to a large number of workers employed with him during the period of the past 12 months,
- in cases of workplaces for which the user risk assessment shows that workers working there are exposed to dangers and risks due to which measures are provided for reducing or limiting the time of exposure, and
- in other cases which can be laid down by collective agreement on the branch level.

(3) Before concluding the agreement referred to in Article 61, the user must inform the employer of the existence of the circumstances listed in the first and the second indent of paragraph (2) above.

#### Article 58

##### (Employment for a Definite and Indefinite Period of Time)

(1) An employment contract referred to in Article 57 shall be concluded for a definite or indefinite period of time.

(2) Premature cessation of the user's need for work performed by the worker shall in individual cases not represent a reason for terminating an employment contract.

#### Article 59

##### (Time Limit of Performing Work with the User)

The employer may not provide workers to the user continuously or with interruptions of up to one month for more than one year in case of carrying out the same work with the same worker.

#### Article 60

##### (Special Features of the Employment Contract)

(1) In the employment contract, the worker and the employer shall agree that the worker shall perform the work with other users, at the location and in the period stipulated by the worker's referral to work with the user.

(2) In the employment contract, the employer and the worker shall stipulate that the level of the wage and of the compensation shall depend on the actually performed work with users, taking into account the collective agreements and general acts that obligate individual users.

(3) In the employment contract, the employer and the worker shall also agree about the level of the wage compensation for the period of a premature cessation of work with the user, or for the period in which the employer fails to assure work at the user's premises. The wage compensation may not be lower than 70 % of the minimum wage.

Article 61

(Agreement Between the User and the Employer, Referral of the Worker)

(1) Before the worker starts working, the user shall inform the employer about all conditions which shall be fulfilled by the worker for the provision of work, and shall submit to the employer the risk estimate for the occurrence of injuries and health damages.

(2) Before the worker starts working with the user, the employer and the user shall make an agreement in writing in which they shall in greater detail define mutual rights and obligations as well as the rights and obligations of the worker and of the user.

(3) In accordance with the agreement between the employer and the user, when referred to work with the user, the worker shall be informed in writing about the conditions of work with the user as well as about the rights and obligations which are directly related to the provision of work.

Article 62

(Rights, Obligations and Responsibilities of the User and of the Worker)

(1) The worker shall carry out the work pursuant to the user's instructions.

(2) In the period of the worker's work with the user, the user and the worker shall take into account the provisions of this Act, of collective agreements obligating the user, or of the user's general acts, with regard to those rights and obligations which are directly related to the provision of work.

(3) If the user violates the obligations pursuant to the previous paragraph, the worker shall be entitled to refuse to carry out the work.

(4) If the worker violates the obligations pursuant to Paragraph 1 of this Article, these violations shall be a possible reason for the establishment of the disciplinary responsibility or for the termination of the employment contract with the employer.

(5) The worker shall take the annual leave in accordance with the agreement between the employer and the user.

### **3. Employment Contract for the Provision of Public Works**

Article 63

(Provision of Public Works)

(1) An unemployed person who participates in public works shall conclude an employment contract with the employer - the provider of public works.

(2) The employment contract shall be concluded taking into account the particularities stipulated by the law regulating employment and insurance against unemployment.

#### **4. Part-time Employment Contract**

##### Article 64 (Part-time Employment)

(1) An employment contract may also be concluded for working hours that are shorter than full working time.

(2) Part-time working hours shall be deemed to be the working time shorter than the full working hours in force with the employer.

(3) The worker who concluded a part-time employment contract shall have the same contractual and other rights and obligations arising from employment as the worker who works full time, and shall exercise these rights and obligations proportionally to the period for which the employment was concluded, with the exception of those for which it is otherwise stipulated by law.

(4) The worker shall be entitled to the annual leave in the minimum duration pursuant to Article 159 of this Act.

(5) The worker shall be entitled to participate in management in accordance with the special law.

(6) Unless otherwise stipulated in the employment contract, the employer may not impose on the part-time worker the work load exceeding the agreed working hours, except in the cases referred to in Article 144 of this Act.

##### Article 65 (Conclusion of a Part-time Employment Contract with Several Employers)

(1) The worker may conclude a part-time employment contract with several employers and thus achieve the full working time stipulated by law.

(2) The worker shall make an agreement with employers on the working hours, on the way of taking annual leave and on other absences from work.

(3) Employers employing the worker for part-time shall be obligated to assure the worker the simultaneous taking of annual leave and other absences from work, unless this would cause damage to them.

(4) Obligations of the employer and of the worker referred to in Paragraph 2 of this Article shall be an element of the part-time employment contract.

Article 66  
(Part-time Working Hours in Special Cases)

(1) A worker working part-time pursuant to the regulations on pension and disability insurance, the regulations on health insurance or the regulations on parental leave, shall have the same rights arising from social insurance as if working full-time.

(2) The part-time worker referred to in the previous paragraph shall be entitled to payment according to the actual working obligation and shall have the same rights and obligations arising from employment as the full-time worker, unless otherwise stipulated by this Act.

## **5. Employment Contract on Outwork**

Article 67  
(General)

(1) Outwork shall be deemed to be the work carried out by the worker at his home or on the premises, which are outside the employer's premises, selected by the worker's own choice.

(2) In the employment contract, the employer and the worker may agree that at home the worker shall carry out the work which falls within the employer's activity or which is necessary for the provision of the employer's activity.

(3) Before the worker starts working, the employer shall inform the labour inspection about the intended organization of outwork.

Article 68  
(Rights, Obligations and Conditions)

Rights, obligations and conditions which depend on the nature of outwork shall be regulated by the employment contract between the employer and the worker.

Article 69  
(Employer's Obligations)

(1) When outworking, the worker shall be entitled to the reimbursement for the use of his own resources. The level of the reimbursement shall be stipulated by the employment contract between the worker and the employer.

(2) The employer shall assure safe conditions for outwork.

Article 70  
(Prohibition of Outwork)

The labour inspector may prohibit the organization or provision of outwork if the outwork is harmful or if the danger exists for it to become harmful to the workers working at home or to the living or working environment in which the work is carried out. The prohibition shall also apply in the cases of works which pursuant to Article 71 of this Act may not be carried out in the form of outwork.

Article 71  
(Works That Cannot Not Be Carried Out at Home)

The law or any other regulation may determine the works which may not be carried out at home.

## **6. Employment Contract With Managerial Staff**

Article 72  
(General)

In the case of concluding the employment contract with managerial staff, in the employment contract the parties may otherwise regulate the rights, obligations and responsibilities arising from employment related to:

- conditions and limitations of employment for a definite time,
- working hours,
- assurance of breaks and rests,
- payment for work,
- disciplinary responsibility,
- termination of the employment contract.

## **11. CHANGE OF EMPLOYER**

Article 73  
(Change of Employer)

(1) If due to the legal transfer of the company or a part of the company, executed on the basis of a law, any other regulation, legal transaction, final court decision, merger or splitting, the employer is changed, the contractual and other rights and obligations arising from employment which on the day of the transfer the workers had with the transferring employer (the transferor) shall pass over to the receiving employer (the transferee).

(2) The rights and obligations under the collective agreement which obligated the transferor shall in the case referred to in the preliminary paragraph be assured by the transferee to the worker for at least one more year, unless the collective agreement ceases prior to the expiration of one year or unless prior to the expiration of one year a new collective agreement is concluded.

(3) If with the transferee the rights under the employment contract deteriorate for objective reasons and the worker therefore terminates the employment agreement, the worker shall have the same rights as if the employment agreement were terminated by the employer

for business reasons. When stipulating the period of notice and the right to redundancy payment, the worker's period of service with both employers shall be taken into account.

(4) The transferor and the transferee shall share the liability for damages related to the claims of workers which occurred since the date of the transfer as well as to the claims which occurred due to the termination referred to in the previous paragraph.

(5) If the worker refuses the transition and the actual carrying out of work with the transferee, the transferor may extraordinarily terminate his employment contract.

(6) If the transferor on the basis of a legal transaction provisionally transfers the company to the transferee, after the termination of the validity of this legal transaction, the contractual and other rights and obligations arising from employment of workers shall again pass over to the transferor or to the employer - new receiver.

#### Article 74

##### (Trade Union Information and Consultation)

(1) The transferor and the transferee shall at least 30 days prior to the transfer inform the trade unions on the employer's premises about the following:

- the date or the suggested date of transfer,
- the reasons for the transfer,
- the legal, economic and social consequences of the transfer for workers, and
- the foreseen measures for workers.

(2) The transferor and the transferee shall, with the intention of achieving the agreement, at least 15 days prior to the transfer consult the trade unions under the previous paragraph about the legal, economic and social consequences of the transfer and about the foreseen measures for workers.

(3) If there is no trade union with the employer, the workers concerned by the transfer shall be within the deadline directly informed about the transfer conditions, in accordance with Paragraph 1 of this Article.

## 12. TERMINATION OF EMPLOYMENT CONTRACT

#### Article 75

##### (Termination Modes)

The employment contract shall cease to be valid:

- upon the expiration of the period for which it was concluded,
- upon the death of the worker or employer-individual,
- with a consensual cancellation,
- with a regular or extraordinary termination,
- by a court judgement,
- by law, in the cases stipulated by this Act,
- in other cases stipulated by law.



Article 76  
(Return of Documents and Issue of Certificate)

(1) Upon the termination of the employment contract, the employer shall, on the worker's request, return to the worker all his documents and also issue to the worker a certificate on the type of work he had been carrying out.

(2) In the certificate nothing shall be stated by the employer that would aggravate the worker to conclude a new employment contract.

**1. Termination of the Employment Contract For a Definite Time**

Article 77  
(General)

(1) The employment contract for a definite time shall cease without the period of notice upon the expiration of the period for which it was concluded or upon the completion of the agreed work or upon the cessation of the reason for which the contract was concluded.

(2) The employment contract for a definite time may cease, if prior to the expiration of the period referred to in the previous paragraph it is so agreed by the contractual parties or if other reasons occur for the termination of the employment contract pursuant to the provisions of this Act.

**2. Termination of Employment Contract Due to the Death of a Worker or Employer-Individual**

Article 78  
(General)

(1) The employment contract shall cease upon the death of the worker.

(2) The employment contract shall cease upon the death of the employer-individual, except in the cases where the decedent's activity is uninterruptedly continued by his successor.

**3. Consensual Cancellation**

Article 79  
(General)

(1) The employment contract may be cancelled any time by the parties with a written agreement which shall include the provision about the consequences for the worker due to the consensual cancellation in exercising the rights arising from the insurance against unemployment.

(2) An agreement which is not concluded in writing shall be considered void.

#### **4. Termination of Employment Contract**

##### **A) General**

###### Article 80 (General)

(1) Contractual parties may terminate the employment contract with a period of notice - regular termination.

(2) In the cases stipulated by law, the contractual parties may terminate the employment without a period of notice - extraordinary termination.

(3) Every party may only terminate the employment contract in its entirety.

###### Article 81 (Admissibility of Termination)

(1) The worker may regularly terminate the employment contract without explanation.

(2) The employer may regularly terminate the employment contract if there is a substantiated reason for regular termination.

(3) The worker and the employer may extraordinarily terminate the employment contract in the cases or for the reasons stipulated by law.

(4) The regular or extraordinary termination of the employment contract for the reasons under Article 6 of this Act shall be invalid.

(5) The regular or extraordinary termination of the employment contract by the worker submitted due to a threat or fraud by the employer or due to a mistake by the worker shall be considered invalid.

###### Article 82 (Burden of Proof)

(1) If the employment contract is regularly terminated by the employer, the employer shall prove the substantiated reason for the termination.

(2) The substantiated reason excusing the extraordinary termination shall be proved by the party who is extraordinarily terminating the employment contract.

###### Article 83 (Procedure Before the Termination by the Employer)

(1) Prior to the regular termination of the employment contract for a fault reason, the employer shall in writing call the worker's attention to the fulfilment of obligations and to the possibility of termination in the case of repeating the violation.

(2) Prior to the regular termination for the reason of incapacity or for a fault reason and prior to the extraordinary termination of the employment contract, the employer shall enable the worker to defend himself, by *mutatis mutandis* taking into account Paragraphs 1 and 2 of Article 177 of this Act, unless the circumstances exist due to which it would be unjustified to expect from the employer to enable the defence to the worker, or if the worker explicitly rejects it or if he without a justified reason does not respond to the invitation.

(3) The employer shall inform the worker about the intended regular termination for the business reason in writing.

#### Article 84 (Trade Union's Role)

(1) If thus requested by the worker, upon instituting the procedure, the employer shall inform in writing the trade union, whose member the worker is, about the regular or extraordinary termination of the employment contract.

(2) The trade union referred to in the previous paragraph may express its opinion within eight days. If it does not express its opinion within eight days, it shall be deemed that it does not oppose the termination.

(3) The trade union referred to in Paragraph 1 of this Article may oppose the termination if it considers that there are no substantiated reasons or that the procedure was not implemented in accordance with this Act. Its opposing shall be explained in writing.

#### Article 85 (Opposing the Termination)

(1) If the trade union referred to in the previous Article opposes the regular termination for the reason of incapacity or for a fault reason, or if it opposes the extraordinary termination of the employment contract, and if the worker requests from the employer to suspend the effect of the cessation of the employment contract due to the notice of termination, the termination of the contract shall not be effective until the expiration of the term for arbitration or judicial protection.

(2) If the employer and the worker reach the agreement to settle the dispute by arbitration, the suspension of the effect of the cessation of the employment contract due to the termination shall be prolonged until the executable arbitrary decision is reached.

(3) If, in the judicial proceedings, the worker enforces the illegality of the termination of the employment contract in the cases referred to in Paragraph 1 of this Article and if, at the latest upon filing the complaint, the worker proposes to the court to issue a temporary injunction, the suspension of the effect of the cessation of the employment contract

due to termination shall be prolonged until the decision of the court about the proposal for the issue of a temporal injunction is reached.

(4) In the period of the suspension of the effect of the cessation of the employment contract due to termination until the executable arbitrary decision or until the court decision about the proposal for the issue of a temporal injunction, the employer may prohibit the worker to carry out the work, but shall in this period assure him the wage compensation amounting to half of the average worker's wage received in the last three months before the termination.

Article 86  
(Form and Contents of the Notice of Termination)

(1) Regular and extraordinary termination of the employment contract shall be in writing.

(2) The employer shall state the reason for termination, explain it in writing as well as call the worker's attention to legal remedies and his rights arising from the insurance against unemployment.

Article 87  
(Serving the Notice of Termination)

(1) The regular or extraordinary termination of the employment contract shall be served on the contractual party whose employment contract is being terminated.

(2) The regular or extraordinary termination of the employment contract shall be served on the worker by the employer in person, as a rule on the employer's premises or on the address from which the worker daily comes to work.

(3) The regular or extraordinary termination of the employment contract shall be served on the worker by the employer pursuant to the rules on civil procedure, unless the worker has no permanent or temporary residence in the Republic of Slovenia. In such case the termination of the employment contract shall be made public on the notice board in the employer's registered office. After the expiration of eight days, the service shall be deemed to be implemented.

(4) The regular or extraordinary termination of the employment contract shall be served on the employer by the worker pursuant to the rules of civil procedure.

**B) Regular Termination**

a. Reasons for Termination

Article 88  
(Reasons for Regular Termination)

(1) The reasons for a regular termination of the employment contract to the worker by the employer are as follows:

- cessation of the needs to carry out certain work, under the conditions pursuant to the employment contract, due to economic, organizational, technological, structural or similar reasons on the employer's side (hereinafter “the business reason”), or
- non-achievement of expected work results because the worker failed to carry out the work in due time, professionally and with due quality, or non-fulfilment of conditions for the execution of work stipulated by laws and executive regulations issued on the basis of law due to which the worker fails to fulfil or cannot fulfil the contractual, or other obligations arising from the employment (hereinafter “the reason of incapacity”),
- violation of the contractual obligation or any other obligation arising from the employment (hereinafter “the fault reason”).

(2) The employer may terminate the worker's employment contract only if the reasons referred to in the previous paragraph are serious and substantiated and make impossible the continuation of the employment relationship between the worker and the employer.

(3) In the case of terminating the employment contract for the reason of incapacity or for the business reason, the employer shall check whether it is possible to employ the worker under changed conditions or to transfer him to another post, or whether it is possible to additionally train the worker for the work he carries out or to retrain the worker. If such possibility exists, the employer shall offer the worker to conclude a new contract. If the worker refuses the employer's offer to conclude a new employment contract for appropriate work and for an undefined period of time and his employment ceases, he shall have no right to the redundancy payment pursuant to Article 109 of this Act.

(4) The employer shall act in accordance with the previous paragraph only in the case the duration of the employment contract, which is being terminated, exceeds six month. Small employers shall not be subject to the obligation referred to in the previous paragraph.

(5) The employer shall terminate the employment no later than within 30 days as from getting acquainted with the reasons for regular termination and no later than within six months as from the occurrence of the reason. In the case of a fault reason by the worker, which has all characteristics of a criminal offence, the employer may terminate the employment contract within 30 days as from the day the breach of the contract or of any other obligation arising from the employment was discovered, and to the offender all the time in which the criminal prosecution is possible.

(6) In the case of termination due to the fault reason by the worker, which has all characteristics of a criminal offence, the employer may prohibit the execution of work to the worker for the period of duration of the proceedings. In the period in which the worker is prohibited to carry out the work, he shall be entitled to the wage compensation amounting to half of his average wage received in the last three months prior to the introduction of the termination procedure.

The following shall be deemed as unfounded reasons for regular termination of an employment contract:

- temporary absence from work due to the inability for work because of an illness or injury or due to the care for family members pursuant to regulations on health insurance, or absence from work due to the parental leave pursuant to regulations on parental care;
- filing an action or participation in the proceedings against the employer due to the allegation of having violated the contractual and other obligations arising from employment before the arbitration, court or administrative authorities;
- trade union membership;
- participation in trade union activities outside the working hours;
- participation in trade union activities during the working hours in agreement with the employer;
- participation in a strike organized in accordance with the law and strike rules;
- candidacy for the function of a worker's representative and the current or past performing of this function;
- race, colour of the skin, sex, age, disability, personal status, family obligations, pregnancy, religious and political conviction, national or social origin.

#### Article 90

##### (Termination by Offering a New Contract)

(1) When the employer terminates the employment contract and simultaneously offers the worker to conclude a new employment contract in accordance with Paragraph 3 of Article 88 of this Act, the provisions of this Act relating to the regular termination of the employment contract shall be applied.

(2) The worker shall express his views about the conclusion of the new employment contract within 30 days as of the receipt of the written offer.

(3) If the worker in the cases referred to in the previous paragraph accepts the offer by the employer for the appropriate employment for an unlimited period of time, he shall not be entitled to claim the redundancy payment, but shall retain the right to challenge in court the substantiation of the reason for termination. The appropriate employment shall be deemed to be the one for which the type and the level of education are requested which are the same as for the provision of work at the previous working place for which the worker's employment contract was concluded.

(4) In the case of unsuitability of the new employment pursuant to the previous paragraph, the worker shall be entitled to a proportionate share of redundancy payment in the amount agreed with the employer.

#### b. Periods of Notice

#### Article 91

##### (Periods of Notice)

The worker and the employer may terminate the employment contract within a legally or contractually stipulated term which shall be determined by both contractual parties, taking into account the minimum duration of the period of notice stipulated by this Act, unless otherwise stipulated for small employers by a branch collective agreement.

Article 92  
(Minimum Periods of Notice)

(1) If the employment contract is terminated by the worker, the period of notice shall be 30 days. The employment contract or the collective agreement may also provide for a longer period of notice, but it may not exceed 150 days.

(2) If the employment contract is terminated by the employer due to business reasons, the minimum period of notice shall be:

- 30 days if the worker's period of service with the employer is less than five years,
- 45 days if the worker's period of service with the employer is at least five years,
- 75 days if the worker's period of service with the employer is at least 15 years,
- 150 days if the worker's period of service with the employer is at least 25 years.

(3) If the employment contract is terminated by the employer due to reasons of incapacity, the minimum period of notice shall be:

- 30 days if the worker's period of service with the employer is less than five years,
- 45 days if the worker's period of service with the employer is at least five years,
- 60 days if the worker's period of service with the employer is at least 15 years,
- 120 days if the worker's period of service with the employer is at least 25 years.

(4) If the employment contract is terminated by the employer due to fault reasons by the worker, the minimum period of notice shall be 30 days.

(5) The period of service shall also include the period of service with the employer's legal predecessors.

Article 93  
(Running of the Period of Notice)

The period of notice shall start running on the day following the service of the notice of termination.

Article 94  
(Compensation Instead of the Period of Notice)

(1) The employer and the worker may agree about a compensation instead of the period of notice.

(2) The agreement under the previous paragraph shall be in writing.

Article 95  
(Rights and Obligations of Parties During the Period of Notice)

If the employment contract is terminated by the employer, the worker shall be entitled to the absence from work during the period of notice due to searching for new employment, with the right to wage compensation, which shall be at least two hours per week.

c. Termination to a Large Number of Workers Due to Business Reasons

Article 96  
(Large Number of Workers)

(1) The employer who establishes that due to business reasons within the period of 30 days the work shall become unnecessary for:

- at least 10 workers with the employer employing more than 20 and less than 100 workers,
  - at least 10 % of workers with the employer employing more than 20 and less than 100 workers,
  - at least 30 workers with the employer employing 300 or more workers,
- shall be obligated to elaborate the dismissal programme for redundant workers.

(2) The programme under the previous paragraph shall also be elaborated by the employer who establishes that due to business reasons, within the period of three months, the work of 20 or more workers will become unnecessary.

Article 97  
(Obligation of Trade Union Information and Consultation)

(1) The employer shall as soon as possible inform the trade unions with the employer about the reasons for the cessation of needs for the work of workers, about the number and the categories of all employed workers, about the foreseen categories of redundant workers, about the foreseen term in which the need for the work of workers will cease, and about the proposed criteria for the determination of redundant workers.

(2) With the intention of working out an agreement, the employer shall previously consult trade unions referred to in the previous paragraph about the proposed measures for the determination of redundant workers, when elaborating the dismissal programme for redundant workers, as well as about the possible ways of preventing and limiting the number of terminations and about the possible measures for the prevention and mitigation of harmful consequences.

(3) The employer shall send a copy of the written notification referred to in Paragraph 1 of this Article to the Employment Service.

Article 98  
(Obligation of Informing the Employment Service)



(1) The employer shall inform the Employment Service in writing about the procedure of establishing the cessation of needs for the work of a large number of workers, about the carried out consultation pursuant to the previous article, about the reasons for the cessation of needs for the work of workers, about the number and categories of all employed workers, about the foreseen categories of redundant workers and about the foreseen term in which the need for the work will cease.

(2) A copy of the written notification referred to in the previous paragraph shall be sent by the employer to the trade unions referred to in Paragraph 1 of the previous Article.

(3) The employer may terminate the employment contracts to redundant workers by taking into account the dismissal programme for redundant workers, but not prior to the expiration of 30 days as from the fulfilment of the obligation referred to in Paragraph 1 of this Article.

#### Article 99

##### (Dismissal Programme for Redundant Workers)

- (1) The dismissal programme for redundant workers shall comprise the following:
- reasons for the cessation of needs for the work of workers;
  - measures for preventing or limiting to the highest possible degree the termination of workers' employment, where the employer shall check the possibility of continuing the employment under modified conditions;
  - the list of redundant workers;
  - the measures and criteria for the selection of measures to mitigate harmful consequences of the termination of employment, such as: the offer for employment with another employer, the assurance of support in cash, the assurance of assistance for starting an independent activity, and the purchase of insurance period.

(2) The dismissal programme for redundant workers shall be financially assessed.

#### Article 100

##### (Criteria for Determining Redundant Workers)

(1) When stipulating the criteria for determining redundant workers, particularly the following criteria shall be taken into account:

- the worker's professional education or qualification for work and the necessary additional skills and capacities,
- working experience,
- job performance,
- period of service,
- health condition,
- the worker's social condition,
- that he or she is a parent of three or more minor children or the sole bread-winner in the family with minor children.

(2) When determining the workers whose work will become unnecessary, under the same criteria the priority shall be given to the preservation of jobs by those workers who are in a bad social condition.

(3) The temporary absence from work of the worker due to an illness or injury, due to the care for a family member or for a severely handicapped disabled person, due to parental leave and due to pregnancy may not be a criterion for the determination of redundant workers.

Article 101  
(Participation and Role of the Employment Service)

(1) The employer shall be obligated to deal with and to take into account the possible proposals by the Employment Service regarding the possible measures for preventing or limiting to the highest possible degree the termination of employment of workers and the measures for the mitigation of harmful consequences due to the termination of employment.

(2) Upon the request by the Employment Service, the employer may not terminate the employment contract to workers prior to the expiration of a 60-day term as from the fulfilment of the obligation referred to in Paragraph 1 of Article 98 of this Act.

Article 102  
(Preferential Right to Employment)

If the employer employs new workers within the term of one year, the workers whose employment contracts were terminated for business reasons shall have the preferential right to employment, if the conditions for carrying out the work are fulfilled.

d. Termination of Employment Contract Due to Starting the Procedure for the Employer's Cessation or Due to Compulsory Composition

Article 103  
(Bankruptcy, Court Liquidation)

(1) In the bankruptcy proceedings or in the liquidation proceedings executed by court, the administrator in bankruptcy or in liquidation may with a 15-day period of notice terminate the employment contracts to employed workers whose work became unnecessary due to the introduction of bankruptcy proceedings or liquidation with the employer.

(2) The administrator in bankruptcy or in liquidation shall, prior to terminating the employment contracts to a large number of workers, fulfil the obligations under Paragraphs 1 and 3 of Article 97 of this Act and shall consult the trade unions stipulated in Paragraph 1 of Article 97 of this Act about the possible ways of preventing and limiting the number of terminations and about the possible measures for preventing and mitigating harmful consequences.

Article 104  
(Sale of the Debtor in Bankruptcy)

If in the bankruptcy proceedings the debtor is sold as a legal entity, the workers whose employment contracts were terminated in the bankruptcy proceedings shall have the preferential right to employment with the employer if they fulfil the conditions for carrying out the work.

Article 105  
(Compulsory Composition in Bankruptcy)

If the bankruptcy proceedings are stopped due to the confirmed compulsory composition, the workers whose employment contracts were terminated in the bankruptcy proceedings shall have the preferential right to employment with the employer if they fulfil the conditions for carrying out the work.

Article 106  
(Compulsory Composition)

(1) In the case of a confirmed compulsory composition, the administrator in the compulsory composition may with a 30-day period of notice terminate the employment contracts to no more than such a number of workers as stipulated by the programme for the termination of employments due to financial reorganization.

(2) Prior to terminating the employment contracts to a large number of workers, the administrator in the compulsory composition shall fulfil the obligations referred to in Article 97 of this Act.

Article 107  
(Right to Redundancy Payment)

Workers whose employment contracts are terminated in the bankruptcy proceedings, in the liquidation proceedings executed by the court, or in the case of a confirmed compulsory composition, shall be entitled to redundancy payment pursuant to Article 109 of this Act.

Article 108  
(Other Cases of the Employer's Cessation)

(1) In other cases of introducing the procedures for the employer's cessation, the employer may, in accordance with the provisions of this Act on the termination of the employment contract due to business reasons, regularly terminate the employment contract to employed workers with a 30-day period of notice.

(2) The employer may alone or together with other employers form a fund out of which the claims under Article 109 of this Act shall be settled.

e. Redundancy Payment

Article 109  
(Redundancy Payment)

(1) The employer who terminates the employment contract due to business reasons or due to the reason of incapacity shall be obligated to pay the worker the redundancy payment. As the basis for the calculation of the redundancy payment, the average monthly wage which was received by the worker, or which would have been received by the worker if working, in the last three months before the termination shall be taken.

- (2) The worker shall be entitled to redundancy payment amounting to:
- 1/5 of the basis referred to in the previous paragraph for each year of employment with the employer, if the worker has been employed with the employer for more than one and up to five years;
  - 1/4 of the basis referred to in the previous paragraph for each year of employment with the employer, if the worker has been employed with the employer for the period from five to fifteen years;
  - 1/3 of the basis referred to in the previous paragraph for each year of employment with the employer, if the worker has been employed with the employer for the period exceeding fifteen years.

(3) The period of employment with the employer shall also include the work for the employer's legal predecessors.

(4) The level of the redundancy payment may not exceed the tenfold amount of the basis referred to in Paragraph 1 of this Article, unless otherwise stipulated by the branch collective agreement.

(5) In the proceedings of compulsory composition, the worker and the employer may agree in writing about the method of payment, the form and the reduction of the redundancy payment pursuant to Paragraph 2 of this Article, if due to the payment of the redundancy payment the existence of a large number of working places with the employer would be jeopardized.

### **C) Extraordinary Termination**

Article 110  
(General)

(1) The worker or the employer may extraordinarily terminate the employment contract if reasons exist stipulated by this Act and if, by taking into account all circumstances and interests of both contractual parties, it is not possible to continue the employment until the expiration of the notice of termination or until the expiration of the period for which the employment contract was concluded.

(2) The extraordinary termination of the employment contract shall be delivered by the contractual party no later than within 15 days as from getting acquainted with the reasons which justify the extraordinary termination and no later than six months as from the occurrence of the reason. In the case of a fault reason by the worker or by the employer,

which has all characteristics of a criminal offence, the contractual party may terminate the employment contract within 15 days as from having found out about the violation of the contractual or any other obligation arising from employment or from the offender, for the entire period in which the criminal prosecution is possible.

a. Extraordinary Termination by the Employer

Article 111  
(Reasons on the Worker's Side)

(1) The employer may extraordinarily terminate the worker's employment contract, if the worker:

- violates the contractual or any other obligation arising from employment and the violation has all characteristics of a criminal offence,
- intentionally or by gross negligence violates the contractual or any other obligations arising from employment,
- is prohibited by a final judgement to carry out certain works within the employment or if he is pronounced an educational, safety or protection measure on the basis of which he cannot carry out the work for longer than six months, or if due to serving a prison sentence he must be absent from work for longer than six months,
- fails to successfully pass the probation period,
- within five working days after the cessation of the reasons for the suspension of the employment contract, the worker unjustifiably fails to return to work,
- during the period of being absent from work because of illness or injury, the worker fails to respect the instructions of the competent doctor or of the competent medical commission, or if he in this period carries out gainful work or leaves his residence without the approval by the competent doctor or by the competent medical commission.

(2) In the case referred to in the first, second and third indents of the previous paragraph, the employer may upon instituting the proceedings of extraordinary termination of the employment contract prohibit the worker to carry out the work in the course of the duration of the proceedings. During the period of being prohibited to carry out the work, the worker shall be entitled to the wage compensation amounting to half of his average wage received in the last three months before the institution of the termination proceedings.

b. Extraordinary Termination by the Worker

Article 112  
(Reasons on the Employer's Side)

(1) The worker may within eight days after having previously reminded the employer of the fulfilment of obligations and informed the labour inspector about the violations in writing, extraordinarily terminate the employment contract, if:

- the employer failed to assure him the work for more than two months and also failed to pay him the legally stipulated wage compensation,
- he was not enabled to perform the work due to the decision by the competent inspection on the prohibition of carrying out the working process or on the prohibition of using the

- means of production for longer than 30 days, and the employer failed to pay him the legally stipulated wage compensation,
- for at least two months, the employer paid him substantially lower payment for work,
  - three times successively or within the period of six months, the employer failed to pay him the payment for work pursuant to the legally or contractually stipulated term,
  - the employer failed to assure the workers' occupational health and safety and the worker previously requested from the employer to eliminate the immediate and unavoidable danger threatening life and health,
  - the employer offended him or behaved violently towards him or if the employer despite the worker's warnings failed to prevent such treatment by other workers,
  - the employer failed to assure the worker equal treatment regardless of the worker's sex,
  - the employer failed to assure the protection against sexual harassment in accordance with Article 45 of this Act.

(2) In the case of termination due to the actions referred to in the previous paragraph, the worker shall be entitled to the redundancy payment, stipulated for the case of regular termination of the employment contract for business reasons, and to the compensation amounting to no less than the level of the payment lost in the course of the period of notice.

#### **D. Special Legal Remedies Before the Termination**

##### Article 113 (Workers' Representatives)

(1) The employer may not terminate the employment contract:

- to a member of a works council, a shop steward, a supervisory board member representing workers, a workers' representative in the institutional council and
  - to an appointed or elected trade union representative,
- without the consent of the body whose member he is or without the consent of the trade union, if this person acts in accordance with the law, the collective agreement and the employment agreement, except if, in the case of a business reason, this person rejects the offered appropriate employment or if it is the case of the termination in the proceedings of the employer's cessation.

(2) The protection against termination for the persons referred to in the previous paragraph shall be applied the entire period of their term of office and another year after its expiration.

##### Article 114 (Older Workers)

(1) The employer may not terminate the employment contract for a business reason to the older worker, without written consent of this worker, until this worker fulfils the minimum conditions for the acquisition of the right to old-age pension, unless he is assured the right to the unemployment benefit in cash until the fulfilment of minimum conditions for old-age pension.

(2) The protection pursuant to the previous paragraph shall not be applied in the case of the employer's cessation.

#### Article 115

##### (Parents)

(1) The employer may not terminate the employment contract to the female worker during the period of pregnancy and all the time she is breastfeeding, nor may the employer terminate the employment contract in the period when parents are on parental leave in the form of a full absence from work.

(2) In the period referred to in the previous paragraph, the employment of workers may be terminated by the employer's termination. If, when declaring the termination, the employer is not aware of the pregnancy of the female worker, the special legal remedy against the termination shall be in force if the female worker immediately or, in the case of obstacles which are not due to her fault, immediately after the cessation of these obstacles informs the employer about her pregnancy which shall be proven by submitting a medical certificate.

(3) Notwithstanding the provisions of Paragraphs 1 and 2 of this Article, the employer may terminate the employment contract and the worker's employment may cease, after the preliminary consent by the labour inspector, if there are reasons for extraordinary termination or due to the institution of the procedure for the employer's cessation.

#### Article 116

##### (Disabled Persons and Persons Absent From Work Because of Illness)

(1) The employer may not terminate the employment contract to a disabled worker because of an established disability of second or third degree or for a business reason, unless it is possible to assure him another appropriate work or part-time work in accordance with the provisions on pension and disability insurance.

(2) The employer may not terminate the employment contract for a business reason to a disabled person who does not have the status of a disabled worker, unless it is possible to assure him an appropriate work in accordance with the regulations on training and employment of disabled persons.

(3) The worker, whose employment contract is terminated for a business reason or for the reason of incapacity and who is, upon the expiration of the period of notice, absent from work due to the temporary incapacity for work because of an illness or injury, shall be terminated the employment contract on the day the medical capability for work is established and no later than upon the termination of six months after the expiration of the period of notice.

(4) The protection pursuant to the previous three paragraphs shall not be in force in the cases of instituting the proceedings for the employer's cessation.

Article 117  
(Multiple Legal Remedies Against Termination)

If to an individual worker, due to his status, multiple legal remedies against the termination are assured, the stronger legal remedy shall be applied.

**5. Termination of Employment Contract on the Basis of a Court Judgement**

Article 118  
(Termination of Employment Contract on the Basis of a Court Judgement)

(1) Shall the court find out that the employer's termination is illegal and that the worker does not wish to continue the employment, the court shall upon the worker's proposal establish the duration of employment, but no further than until the decision by the court of the first instance, it shall acknowledge the worker's period of service and other rights arising from the employment, as well as the worker's compensation pursuant to the rules of civil law.

(2) If, taking into account the circumstances and the interest of both contractual parties, the court establishes that the continuation of the employment would no longer be possible, it may decide in the same way as in the previous paragraph, even regardless the worker's proposal.

(3) The worker may enforce the claim under Paragraph 1 of this Article until the end of the trial in the court of the first instance.

(4) The court shall also stipulate the date of the termination of employment in the case where one of the contractual parties challenges the employment contract and the court establishes that the contract is invalid.

**6. Termination of the Employment Contract Pursuant to the Law Itself**

Article 119  
(Termination of the Employment Contract Because of the Established Disability and Cessation of the Validity of a Work Permit)

(1) The employment contract shall pursuant to the law itself cease being valid when the decision about the established disability of the first degree served on the worker becomes final.

(2) The employment contract concluded by an alien or a person without citizenship shall pursuant to the law itself cease to be valid on the day the validity of the work permit ceases.



### **III. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES ARISING FROM EMPLOYMENT RELATIONSHIP**

#### **1. SERVING OF INTERNSHIP**

##### Article 120 (General)

(1) It can be laid down by law or branch collective agreement that an internship employment contract is concluded with a worker who starts to carry out work appropriate to the type and degree of his qualification for the first time with the aim to receive vocational training for working independently in the employment relationship.

(2) An apprentice who successfully completes the program of vocational training is qualified for working independently in the employment relationship at the workplace appropriate to the type and degree of his qualification.

##### Article 121 (Duration of Internship)

(1) Internship may not last longer than one year unless stipulated otherwise by law.

(2) Internship may be extended proportionally, if the intern works part-time, but not for more than six months.

(3) The duration of internship shall be extended for the period of justifiable absence from work, which lasts longer than 20 working days, except for the period of annual leave.

(4) Duration of internship can be reduced on the proposal of the trainer but only up to one half of the initially determined period.

##### Article 122 (Realization of Internship)

(1) During the serving of internship, the employer must ensure the intern a program-based training for independent work.

(2) The duration and course of internship as well as the program, the mentorship and the method of monitoring and evaluating internship shall be laid down by law, other regulation or collective agreement on the branch level.

(3) At the end of the internship, the intern must pass an examination which is the constituent and concluding part of internship and shall be taken before the conclusion of the internship period.

Article 123  
(Limitation of Notice to the Intern by the Employer)

During internship the employer may not terminate the intern's employment contract, except if the reasons are presented for an extraordinary termination of contract or in the case of institution of proceedings for cessation of the employer or compulsory composition.

Article 124  
(Voluntary Internship)

(1) If, pursuant to a special law, the internship can be carried out without concluding an employment contract between the worker and the employer, i.e. voluntary internship, the provisions of this Act on the duration and realization of internship, limitation of working hours, breaks and rests, liability for damages and ensuring safety and health at work shall apply to the intern in accordance with the special act.

(2) The contract of the voluntary serving of an internship shall be concluded in written form.

## **2. PROBATION**

Article 125  
(Probation)

(1) The worker and the employer may agree on the probation period in the employment contract.

(2) The probation may not last longer than six months. The probation may be extended in case of temporary absence from work.

(3) During the probation, the worker may terminate the employment contract with a notice period of seven days.

(4) On the basis of assessment of an unsuccessfully performed probation, the employer may extraordinarily terminate the employment contract upon the expiry of the probation period.

During the probation, the employer may not terminate the worker's employment contract, except if the reasons are presented for an extraordinary termination of the contract or in the case of institution of proceedings for cessation of the employer or compulsory composition.

## **3. REMUNERATION**

Article 126

(Types of Remuneration)

(1) Remuneration for work carried out on the basis of the employment contract is composed of the salary, which must always be pecuniary payment, and eventual other types of remuneration, if they are laid down in the collective agreement. As regards the salary, the employer must take account of the minimum laid down by law or collective agreement, which binds him directly.

(2) A salary is composed of the basic salary, part of the salary for job performance and allowances. A constituent element of the salary is the remuneration for business performance, if laid down by collective agreement or employment contract.

(3) For the period of break during the daily working hours, the worker shall receive payment as if he was working.

Article 127

(Basic Salary, Job Performance, Allowances)

(1) The basic salary shall be laid down according to the level of difficulty of work for which the worker has concluded the employment contract.

(2) The worker's performance shall be determined according to the economy, quality and volume of the performed work for which the worker has concluded the employment contract.

(3) Allowances shall be laid down for special working conditions related to the distribution of working hours, i.e. for night work, overtime, Sunday work and work on statutory holidays and free days. Allowances for special working conditions related to special burdens at work, unfavourable environmental effects and danger at work which are not included in the difficulty of work, can be laid down by collective agreement.

(4) The basis for the calculation of allowances shall be the worker's basic salary for full-time working hours or appropriate labour hour rate.

Article 128

(Amount of Allowances)

(1) The worker is entitled to allowances for special working conditions related to the distribution of working hours for:

- night work,
- overtime work,
- Sunday work
- work on statutory holidays and free days.

(2) The amount of allowances listed in paragraph (1) shall be laid down by branch collective agreement.

(3) Allowance for Sunday work and allowance for work on statutory holidays shall preclude each other.

(4) Allowances shall be calculated only for the time during which the worker worked under conditions due to which he is entitled to allowance.

Article 129  
(Allowance for Years of Service)

(1) The worker is entitled to allowance for years of service.

(2) The amount of allowance for years of service shall be laid down by the branch collective agreement.

Article 130  
(Reimbursement of Costs Related to Work)

(1) The employer must ensure the worker reimbursement of costs for meals during work, for travel expenses to and from work and of costs the worker incurs during performing certain work and tasks on business travels.

(2) If the amount of reimbursement of costs referred to in paragraph (1) is not laid down by collective agreement of general validity, it shall be determined by executive regulation.

Article 131  
(Holiday Allowance)

(1) The employer shall be obliged to pay holiday allowance to the worker who is entitled to annual leave at least in the amount of the minimum wage.

(2) Holiday allowance shall be paid out to the worker at the latest until 1 July of the current calendar year.

(3) In case of insolvency of the employer, the branch collective agreement may lay down a subsequent term for paying holiday allowance, but no later than 1 November of the current calendar year.

(4) If the worker is only entitled to a proportional part of annual leave, he shall only be entitled to a proportional part of holiday allowance.

Article 132  
(Retirement Indemnity)

(1) In case of retirement, upon termination of the employment contract, the worker is entitled to indemnity in the amount of two average monthly salaries in the Republic of Slovenia for the past three months or in the amount of two average monthly salaries of the worker for the past three months, whatever is more favourable to the worker.

(2) The worker shall not be entitled to indemnity referred to in paragraph (1), if he has the right to indemnity pursuant to Article 109 and in case the employer had financed purchase of years of service for the worker concerned. The worker shall be entitled to the payment of the difference, if the amount of indemnity pursuant to Article 109 or the amount required for purchase of years of service is lower than the amount of indemnity referred to in paragraph (1).

Article 133  
(Equal Payment of Women and Men)

(1) The employer shall pay equal remuneration for the same work and for work of equal value to workers regardless of their sex.

(2) The provisions of an employment contract, collective agreement or employer's general act which are contrary to the provision of paragraph (1) shall be regarded as null and void.

Article 134  
(Day of Payment)

(1) The salary shall be paid for payment periods which may not be longer than one month.

(2) The salary shall be paid at the latest 18 days after the end of the payment period.

(3) If the day of payment is a holiday, the salary shall be paid out at the latest on the first following working day.

(4) The employer must inform the workers with previous written notice of the day of payment and of each change of the day of payment.

(5) Eventual payments in kind shall be provided in a manner laid down in the employment contract with regard to the nature of work and existing practice.

Article 135  
(Place and Manner of Paying out the Salary)

(1) The employer shall pay out the salary to the worker by the end of the day of payment at the usual place of payment.

(2) If the salary is paid out into the worker's bank account or in another transaction manner, it should be made available on the determined day of payment unless agreed otherwise by the parties.

(3) Upon each payment of the salary and until 31 January of the new calendar year, the employer shall issue the worker with a written salary slip and wage compensation

statement for the payment period or past calendar year where also the calculation and payment of taxes and contributions is evident.

(4) The employer shall bear the costs related to the payment of salary.

#### Article 136

##### (Withholding and Settlement of the Payment of Salary)

(1) The employer can withhold the payment of salary to the worker only in cases laid down by law. All provisions of the employment contract providing for other ways of withholding the payment shall be regarded null and void.

(2) The employer may not settle his claim towards the worker with his obligation of payment without the worker's written consent.

(3) The worker may not give consent referred to in paragraph (2) before the occurrence of the employer's claim.

#### Article 137

##### (Wage Compensation)

(1) The worker is entitled to wage compensation for the period of absence in the cases and in the duration laid down by law and in cases of absence when the worker does not work due to reasons on the side of the employer.

(2) The employer is obliged to pay wage compensation in cases of absence from work due to the use of annual leave, paid absence due to personal circumstances, education, statutory holidays and free days and when the worker does not work due to reasons on the side of the employer.

(3) The employer shall pay wage compensation from own funds in cases of the worker's inability to work due to an illness or injury which is not related to work for up to 30 working days for individual absence from work but not more than for 120 working days in a calendar year. In cases of a worker's inability to work due to an occupational disease or injury at work, the employer shall pay the worker wage compensation from own funds for up to 30 working days for each individual absence from work. In case of longer absence from work, the employer shall pay wage compensation to the debit of health insurance.

(4) In case of two or more successive absences from work due to the same illness or injury which is not related to work in the duration of up to 30 working days, when the individual interruption between two absences lasts less than ten working days, the employer shall pay wage compensation for the period of subsequent absence after the interruption to the debit of health insurance.

(5) The employer shall also pay wage compensation to the debit of another liable person in other cases, if laid down by law or another regulation.

(6) If the worker can not work due to force majeure, he shall be entitled to half of the payment he would have received if he was working, but not less than 70% of the minimum wage.

(7) Unless stipulated otherwise by this Act, another law or special regulation, the worker shall be entitled to wage compensation in the amount of his average monthly salary during the past three months or during the period he worked in the past three months. If during the whole period of the past three months the worker did not receive at least one monthly salary, he shall be entitled to wage compensation in the amount of the minimum wage.

(8) In case of the worker's absence from work due to an illness or injury which is not related to work, the wage compensation to be paid from the employer's funds shall amount to 80% of the worker's salary in the previous month for full-time working hours.

(9) The employer shall be obliged to pay the worker wage compensation for the days and for the number of hours in the duration of the worker's working hours' obligation on the day when he is not working due to justified reasons.

#### Article 138

##### (Accommodation during Employment)

If the employment contract lays down the worker's accommodation as the form of remuneration, he shall have the right to accommodation during the whole period of employment relationship and also during the period when he does not work and is entitled to wage compensation.

#### Article 139

##### (Profit-Sharing)

The worker and the employer may agree on the worker's right to a share in profit. The share shall be determined on the basis of profit in the fiscal year which is calculated pursuant to law.

#### Article 140

##### (Remuneration of Interns)

(1) The worker serving an internship shall be entitled to a salary in the amount of 70% of the basic salary for the workplace or type of work for which he has concluded the employment contract as an intern, as well as to other personal remunerations.

(2) The intern's salary may not be lower than the minimum wage laid down by law.

## **4. WORKING TIME**

Article 141  
(Definition of Working Time)

(1) Working time shall be the effective working time and the break time according to Article 154 of this Act and the time of justified absences from work in accordance with the law and a collective agreement or a general act.

(2) The effective working time shall be any time, during which a worker carries out his work, which means that he is at the employer's disposal and fulfils his work obligations arising from the employment contract.

(3) The effective working time shall represent the basis for calculation of work productivity.

Article 142  
(Full-Time Employment)

(1) A full-time employment shall not exceed 40 hours a week.

(2) The law or a collective agreement may stipulate a working time shorter than 40 hours a week, however, a full-time employment shall not be shorter than 36 hours a week.

(3) The law or other regulations in accordance with the law or a collective agreement may stipulate a full-time employment, which is shorter than 36 hours a week, in respect of workplaces, which involve higher risks of injuries or health impairments.

(4) Should a full-time employment not be stipulated by the law or a collective agreement, a working time of 40 hours a week shall be considered to be the full-time employment.

Article 143  
(Overtime Work)

(1) Upon the employer's request, the worker shall be obliged to carry out work outside full working time - overtime work:

- in cases of exceptionally increased volume of work,
- if the working or production process needs to run without interruption in order to prevent the material damage or the risk to human life and health,
- if necessary, to prevent the damage on work equipment which might be caused by interruption of work,
- if necessary, to ensure the safety of people and property and the safety of traffic,
- and in other exceptional, urgent and unanticipated cases provided by the law or a part of collective agreement.

(2) The employer shall order overtime work according to the previous paragraph in writing, as a rule, prior to the beginning of the work. Should it not be possible, due to the nature of the work or urgency of overtime work, to order the overtime work in writing prior to



the beginning of the work, the overtime work may also be ordered orally. In such a case, the written order shall be served on the worker subsequently, however, not later than by the end of the working week upon the completion of the overtime work.

(3) Overtime work may not exceed eight hours a week, 20 hours a month and 180 hours a year. A working day may not exceed ten hours. Daily, weekly and monthly time limitation may be regarded as an average limitation in the period stipulated by the law or a collective agreement and may not exceed six months.

#### Article 144

##### (Additional Work in Cases of Natural or Other Disasters)

A worker shall be obliged to do work outside full time or agreed part time at his workplace or other works related to removal or prevention of consequences in cases of natural or other disasters or when this disaster is directly expected. Such work may last until necessary to save human lives, protect human health, or prevent material damage.

#### Article 145

##### (Prohibition of Doing Overtime Work)

(1) Overtime work according to Article 143 of this Act may not be imposed if the work can be carried out within regular working hours by suitable organisation and distribution of work, distribution of working time, introduction of new shifts, or employment of new workers.

(2) An employer may not impose overtime work according to Articles 143 and 144 of this Act:

- on a worker in accordance with the provisions of this Act to protect pregnancy and parenthood (Article 190),
- on an older worker (Article 203),
- on a child under the age of 18,
- on a worker, whose health condition could, in the opinion of a health commission, aggravate as a result of such work,
- on a worker, whose full-time employment is shorter than 36 hours a week due to work at a workplace which involves higher risks of injuries or health impairments in accordance with Article 142 of this Act,
- on a worker, who works part-time in accordance with the regulations on pension and disability insurance, regulations on health insurance, or other regulations.

#### Article 146

##### (Supplementary Work)

(1) A worker, who works full time, may in exceptional circumstances conclude a part-time employment contract with another employer, however, for not more than eight hours a week, with the prior consent from the employers, where the worker is employed full time, provided that this involves carrying out of skill shortage occupations according to the

data of the Employment Service or carrying out of educational, cultural and artistic, and research works.

(2) Determination of the manner of exercising the rights and obligations arising from this employment with regard to the rights and obligations of the worker with the employers, where he is employed full time, is an obligatory component of the employment contract according to the previous paragraph.

(3) A worker's employment contract concluded according to Paragraph 1 of this Article shall terminate in accordance with this Act upon the expiry of the agreed time or upon the withdrawal of consent of the employers, where the worker is employed full time.

#### Article 147 (Distribution of Working Time)

(1) Distribution and the conditions for temporary redistribution of working time shall be defined in the employment contract in accordance with the law and in the collective agreement.

(2) Before the beginning of a calendar year or a business year, the employer shall fix a yearly distribution of working time and notify this to his workers and their trade unions with the employer.

(3) The employer shall notify the workers in writing on the temporary redistribution of working time not later than one day before the redistribution of working time of an individual worker and three days before the redistribution of working time of more than ten workers.

(4) In case of normal distribution, full working time may not be distributed to less than four days in a week.

(5) Due to the nature or organisation of the work or the needs of users, the working time may be distributed unevenly. In case of uneven distribution and temporary redistribution of full working time, the working time may not last more than 56 hours a week.

(6) The uneven distribution and temporary redistribution of working time shall take into account full working time as an average work obligation in a period, which should not exceed six months.

(7) The provision of Article 145 of this Act on the prohibition of doing overtime work shall also apply in the case of uneven distribution or redistribution of working time.

#### Article 148 (Recalculation of Working Time)

(1) A worker, who carries out work in uneven distribution of working time or temporary redistribution of working time and who in the time prior to termination of the employment during a calendar year completes more working hours than stipulated for a full-

time employment, shall, upon his request, have his overtime hours recalculated into full-time working days.

(2) The working days calculated according to the previous paragraph shall aggregate in the worker's years of service as if he had spent them at work. The total years of service in a calendar year may not exceed 12 months.

## 5. NIGHT WORK

### Article 149 (Night Work)

Night work shall mean work between 11 p.m. and 6 a.m. of the following day. Should a distribution of working time stipulate a night shift, the night work shall involve eight uninterrupted hours between 10 p.m. and 7 a.m. of the following day.

### Article 150 (The Rights of Workers Doing Night Work)

(1) A worker, who works at night at least three hours of his daily working time, or a worker, who works at night at least one third of full annual working time, shall have the right to special protection (hereinafter referred to as: night worker).

(2) If, according to the opinion of a health commission, such work could aggravate the worker's health condition, the employer shall be obliged to assign him a suitable work during the day.

(3) The employer shall ensure the night workers the following:

- longer annual leave,
- suitable food during the work,
- professional management of the working or the production process.

(4) Should the work, organised in shifts, include a night shift, the employer shall provide a periodic exchange of shifts. A worker in one shift may not work at night longer than one week. In the framework of such organisation of work, the worker may work at night for a longer period of time only if he explicitly agrees with such work in writing.

(5) An employer may not assign a worker night work if the worker does not have organised transport to and from the work.

### Article 151 (Restrictions of Night Work)

(1) In a period of four months, the working time of a night worker may not exceed on average eight hours a day.

(2) The working time of a night worker, who works at a workplace, where the risk assessment has shown a higher risk of injuries or health impairments, shall not exceed eight hours a day.

Article 152  
(Consultation with the Trade Unions)

Prior to the introduction of the night work or, if night work is carried out regularly by night workers at least once a year, the employer shall consult with the trade unions on the determination of the time considered as night work, on the forms of night work organisation, on the measures of safety and health at work, and on the social measures.

Article 153  
(Night Work of Women in Industry and Construction)

(1) The employer in the area of industry and construction may assign women to night work only in the following cases:

- if they are members of his family,
- if they carry out executive work or manage work units or carry out work related to the provision of safety, health, or social security of workers,
- if such work is necessary due to force majeure or in order to prevent the damage to raw material or other quickly perishable material; the employer shall notify such night work to the competent labour inspector within 24 hours upon its introduction,
- if such work has been previously approved by the minister competent of labour as a matter of national interest.

(2) Due to a better use of work equipment, expansion of employment possibilities, and similar economic or social reasons, the night work of female workers may be introduced in the area of industry and construction with the consent of the minister competent of labour:

1. in a certain activity or occupation provided that the representative trade union or the association of employers have agreed on this issue or expressed their consent;
2. with one or several employers who are not included in the decision referred to in Point 1 of this paragraph provided that:
  - an agreement has been concluded between the trade unions with the employer and the employer,
  - a consultation between the employer(s) and the association of employers and the representative branch trade union has been carried out;
3. with a certain employer who is not included in the decision referred to in Point 1 of this paragraph nor has concluded the agreement under Point 2 of this paragraph provided that:
  - an opinion is required from the trade unions with the employer, the representative trade union, and the association of employers,
  - that the labour inspector has previously verified the fulfilment of the conditions for the introduction of the night work.

(3) The minister competent of labour shall provide the employer with the consent concerning the night work of female workers in case referred to in Point 3 of the previous paragraph applying to a period of not more than one calendar year. The minister competent of

labour shall withdraw the consent concerning the night work of female workers according to the previous paragraph when the conditions, on the basis of which the consent was issued, no longer exist.

## **6. BREAKS AND RESTS**

### Article 154 (A Break During Working Time)

(1) A worker, who works full time, shall have the right to a break of 30 minutes during daily work.

(2) A worker, who works part time in accordance with Articles 64 or 66 of this Act, for at least four hours a day, shall have the right to a break during daily working time in proportion to the time spent at work.

(3) In case of uneven distribution or temporary redistribution of working time, the break time shall be fixed in proportion to the daily working time.

(4) A break may be determined not earlier than after one hour of work and not later than one hour before the end of the working time.

(5) A break during daily work shall count in the working time.

### Article 155 (Rest between Two Successive Working Days)

(1) Within a period of 24 hours, a worker shall have the right to a rest of at least 12 uninterrupted hours.

(2) Within a period of 24 hours, a worker with unevenly distributed or temporarily redistributed working time shall have the right to a rest of at least 11 hours.

### Article 156 (Weekly Rest)

(1) In addition to the daily rest referred to in the previous Article, a worker shall have the right to a rest of at least 24 uninterrupted hours within a period of seven successive days.

(2) Should a worker have to work on the day of a weekly rest due to objective, technical and organisational reasons, he shall be ensured a weekly rest on some other day in a week.

(3) The minimum duration of a weekly rest provided in Paragraph 1 of this Article shall be regarded as an average in the period of 14 successive days.

## **7. PARTICULARITIES OF ARRANGEMENT OF WORKING TIME, NIGHT WORK, BREAKS AND RESTS**

### Article 157

(Particularities Concerning Certain Categories of Workers)

An employer shall not be obliged to take into account the provisions of this Act concerning the limitations of working time, night work, daily and weekly rest in cases of an employment contract with:

- management personnel,
- workers, who manage work units and are authorised to make their own decisions,
- workers, who work at home,

if the working time cannot be distributed in advance or if the worker can distribute his working time himself and if he is ensured health and safety at work.

### Article 158

(Possibilities of Different Arrangements in the Law or in Collective Agreements)

(1) The law or branch collective agreements may stipulate that the time limitation pertaining to daily work obligation of a night worker laid down in Article 151 of this Act be regarded as an average limitation in the period longer than four and shorter than six months.

(2) The law or branch collective agreements may stipulate that the daily and weekly rests in an average minimum duration as laid down by law in cases of shift work be provided in a longer time period, which should, however, not exceed six months.

(3) In the activities or with regard to the workplaces or occupations in cases referred to in Paragraph 4 of this Article, the law or branch collective agreements may stipulate that the daily and weekly rests in an average minimum duration as laid down by law be provided in a longer time period, which should, however, not exceed six months.

(4) The right to daily or weekly rest may be provided according to the previous paragraph in the activities or with regard to the workplaces or occupations in the following cases:

- when the nature of work requires continuous presence, or
- when the nature of activity requires continuous provision of work or services, or
- when uneven or increased volume of work is expected.

(5) A branch collective agreement may stipulate that in cases, when this is dictated by objective or technical reasons or work organisation reasons, full working time according to Paragraph 6 of Article 147 be taken into account as an average work obligation in a period, which should not exceed twelve months.

## **8. ANNUAL LEAVE**

### Article 159

(Duration of Annual Leave)

(1) A worker shall have the right to annual leave in an individual calendar year, which shall not be shorter than four weeks, regardless of whether he works full time or part time. The minimum number of days of a worker's annual leave shall depend on the distribution of working days in a week in respect of an individual worker.

(2) An older worker, a disabled person, a worker with at least 60 % physical disability, and a worker, who takes care of a physically or mentally handicapped child, shall have the right to at least three additional days of annual leave.

(3) A worker shall have the right to one additional day of annual leave for every child under the age of 15.

#### Article 160

##### (Determination of Annual Leave Duration)

(1) Longer duration of annual leave than stipulated in the previous Article shall be determined by a collective agreement or an employment contract.

(2) Holidays and work-free days, absence from work due to disease or injury, and other cases of justified absence from work shall not be counted in the days of annual leave.

(3) Annual leave shall be fixed and used in working days.

(4) As a day of annual leave shall be considered every working day, which is according to the distribution of working time with an employer for an individual worker defined as a working day.

#### Article 161

##### (Acquisition of the Right to Annual Leave)

A worker shall acquire the right to full annual leave when his time of uninterrupted employment, which may not exceed six months, has elapsed, regardless of whether the worker works full time or part time.

#### Article 162

##### (The Right to a Proportionate Part of Annual Leave)

(1) A worker shall have the right to use 1/12 of annual leave for every month of work in an individual calendar year provided that:

- he has not acquired the right to full annual leave in the calendar year in which he entered the employment,
- his employment has terminated prior to the time limit, upon which he would acquire the right to full annual leave,
- his employment in a current calendar year has terminated before 1 July.

(2) When calculating a proportionate part of annual leave, at least half of the day shall be rounded up to a full day of annual leave.

Article 163  
(Use of Annual Leave)

(1) It shall be possible to use annual leave in several parts, whereby one part shall last at least two weeks.

(2) An employer shall be obliged to allow the worker to use his annual leave by the end of the current calendar year, whereas the worker shall be obliged to use at least two weeks of his annual leave by the end of the current calendar year and the remaining part by 30 June of the following year upon agreement with the employer.

(3) A worker shall have the right to use the full annual leave, which has not been used in the current calendar year owing to absence due to illness or injury, maternity leave or childcare leave, by 30 June of the following year provided that he has worked at least six months in the calendar year, in which his annual leave was fixed. If a worker has worked less than six months in the calendar year, in which his annual leave was fixed, he shall have the right to use his annual leave in accordance with the previous paragraph.

(4) A worker working abroad may use his full annual leave by the end of the following calendar year if so provided by the employer's collective agreement.

Article 164  
(Conclusion of Employment Contract with Another Employer)

(1) A worker shall use his annual leave with the employer, where he acquired the right to its use, unless otherwise agreed with the employer.

(2) At the termination of the employment, the employer shall be obliged to provide a worker with a certificate on the use of annual leave.

Article 165  
(Manner of Annual Leave Use)

(1) The annual leave shall be used with regard being paid to the requirements of the working process and the possibilities of rest and recreation of a worker as well as with regard being paid to the worker's family obligations.

(2) A worker shall have the right to use one day of his annual leave on the day, which he determines himself. However, he shall notify it to the employer not later than three days before the use. The employer may not refuse the worker's request unless this would seriously harm the working process.

Article 166  
(Voidness of a Waiver of the Right to Annual Leave)



A statement, with which a worker would waive his right to annual leave, shall be null and void. An agreement, with which a worker and an employer would agree on the compensation in respect of unused annual leave, shall also be null and void, except at the termination of employment.

## **9. OTHER ABSENCES FROM WORK**

### Article 167

#### (Paid Absence due to Personal Circumstances)

A worker shall have the right to paid absence from work of up to not more than seven working days in an individual calendar year due to personal circumstances. For each individual case of:

- his own marriage,
- death of a spouse or a person, who has spent the last two years in cohabitation with a worker, which is pursuant to the regulations on matrimony and family relations equal to matrimony in legal consequences, or death of a child, adopted child or a stepchild,
- death of parents - father, mother, stepfather, stepmother, adopter,
- serious accident suffered by the worker,

the worker shall have the right to paid absence from work of at least one working day.

### Article 168

#### (Absence from Work due to Celebrations)

(1) A worker shall have the right to absence from work during holidays of the Republic of Slovenia, which are defined as work-free days, and during other work-free days defined as such by the law.

(2) The worker's right referred to in the previous paragraph may be curtailed only in cases when the working or production process must go on uninterruptedly or when the nature of work requires that the work be carried out also during a holiday.

### Article 169

#### (Absence from Work due to Health Reasons)

(1) A worker shall be entitled to absence from work in cases of temporary incapability of work due to a illness or injury and in other cases in accordance with the regulations on health insurance.

(2) A worker shall have the right to absence from work due to blood donation on the day when he voluntarily donates blood. In such a case, the employer shall pay to the worker wage compensation to the debit of health insurance.

### Article 170

#### (Absence from Work due to Performance of a Function or Obligations According to Special Laws)

The right to absence from work shall be enjoyed by a worker due to performance of a non-professional function, to which he has been elected in the direct state elections, elections to the National Council of the Republic of Slovenia, a function or obligation, to which he has been appointed by the court, a worker participating in the Economic and Social Committee or in the bodies, which are pursuant to the law composed of representatives of social partners, and a worker, who has been called to carry out the duty of a national servicemen and to perform the duties of defence and the duties of protection and rescue, with the exception of doing military service or civilian national service and training to carry out the duties in the reserve component of the police, or who has been without guilt called to administrative or judicial bodies.

## **10. OBLIGATION TO CARRY OUT OTHER WORK DUE TO EXCEPTIONAL CIRCUMSTANCES**

### Article 171

(Change of Work due to Natural or Other Disasters)

In cases of natural or other disasters, when such accident is expected, or in other exceptional circumstances, when human life and health as well as the employer's assets are at risk, the type or place of carrying out the work, defined in the employment contract, may temporarily be changed even without the worker's consent, however, only until such circumstances are present.

## **11. EDUCATION**

### Article 172

(Education of Workers)

(1) A worker shall have the right and the obligation to constant education, training and advanced training in accordance with the requirements of the working process with the purpose of maintaining or expanding the ability of work at the workplace and keeping the employment.

(2) An employer shall be obliged to provide education, training and advanced training of workers if so required by the needs of the working process, or if the education, training or advanced training may prevent the termination of the employment contract due to incapacity or business reasons. In accordance with the needs of education, training and advanced training of workers, the employer shall have the right to refer the worker to education, training and advanced training, whereas the worker shall have the right to apply for this himself.

(3) The duration and the course of education and the rights of the contracting parties during and after the education shall be determined by the contract on education or a collective agreement.

### Article 173

(The Right to Absence from Work due to Education)

(1) A worker, who follows education, training or advanced training in accordance with the previous Article, as well as a worker, who follows education, training or advanced training in his own interest, shall have the right to absence from work due to preparation for or taking the examinations.

(2) Should a collective agreement, an employment contract or a special contract on education not stipulate in detail the right referred to in the previous paragraph, the worker shall have the right to absence from work on the days, when he takes the examinations for the first time.

(3) If a worker follows education, training or advanced training in accordance with the previous Article, he shall have the right to paid absence from work according to the previous paragraph.

## **12. DISCIPLINARY RESPONSIBILITY**

Article 174  
(Disciplinary Responsibility)

(1) A worker shall be obliged to fulfil the contractual and other obligations arising from the employment.

(2) A worker shall be disciplinary responsible for violation of obligations referred to in the previous paragraph.

Article 175  
(Disciplinary Sanctions)

(1) An employer may pronounce to a disciplinary responsible worker an admonition or other disciplinary sanction, such as a fine or deprivation of benefits, if such sanctions are laid down in the branch collective agreement.

(2) A disciplinary sanction may not permanently change the labour legal status of a worker.

Article 176  
(Assessment of Disciplinary Responsibility)

Disciplinary responsibility of a worker shall be assessed by an employer - natural person, or, in case of an employer being a legal person, the persons defined in Article 18 of this Act.

Article 177  
(The Right to Defence of a Worker)

(1) In the disciplinary procedure, the employer shall serve the worker with a written charge and determine the time and place, where the worker may put up his defence.

(2) The employer shall serve the worker with a written charge in a manner as stipulated in Article 180 of this Act.

(3) In the disciplinary procedure, the employer shall allow the worker a defence unless the worker explicitly refuses it or unjustifiably does not respond to the invitation to defence.

Article 178  
(Selection of a Disciplinary Sanction)

When selecting a disciplinary sanction, the employer shall take into account the level of guilt, important subjective and objective circumstances, under which the violation has been committed, and individual characteristics of the worker.

Article 179  
(The Role of a Trade Union)

(1) If so required by the worker, the employer shall notify in writing the introduction of a disciplinary procedure to the trade union, whose member the worker is at the time of the introduction of the disciplinary procedure.

(2) The trade union may deliver its opinion within eight days and must state the reasons for its potential opinion.

(3) The employer shall deal with the written opinion from the trade union within eight days and shall express his standpoint in respect of the indications.

Article 180  
(Decision on Disciplinary Responsibility)

(1) A decision on disciplinary responsibility shall contain a statement, the grounds and a legal caution.

(2) A decision on disciplinary responsibility shall be served on the worker by the employer personally on the employer's premises or at the address of the residence, from which the worker comes to work on a daily basis.

(3) A decision on disciplinary responsibility shall be served on the worker by the employer in accordance with the rules on civil procedure unless the worker does not have permanent or temporary residence in the Republic of Slovenia. In such a case, a decision on disciplinary responsibility shall be published on the notice board at the employer's headquarters. The service shall be deemed to have been carried out upon the expiry of eight days.

(4) The decision on disciplinary responsibility shall be sent for information to the trade union, whose member the worker is at the time of introduction of the procedure.

Article 181  
(Statute of Limitation)

(1) The introduction of a disciplinary procedure shall lapse after one month from the day when the violation and the perpetrator were identified or after three months from the day when the violation was committed.

(2) The conduct of a disciplinary procedure shall lapse after three months from the introduction of the procedure, i.e. from the service of the charge on the worker according to Article 177 of this Act.

(3) The period of limitation shall not run during the procedure before the labour court.

(4) The execution of a disciplinary sanction shall lapse after 30 days from the service of the decision.

### **13. LIABILITY FOR DAMAGES**

Article 182  
(Workers' Liability for Damages)

(1) A worker, who at work or in relation to work causes damage to the employer on purpose or out of gross negligence, shall be obliged to compensate the damage.

(2) If the damage has been caused by several workers, each of them shall be liable for the part of the damage caused by him.

(3) Should it not be possible to assess the part of the damage caused by an individual worker, all workers shall be equally liable and shall compensate the damage in equal parts.

(4) Should the damage be caused by several workers through intentionally committed criminal offence, the workers shall be jointly liable.

Article 183  
(Reduction of Compensation and Exemption from Payment of Compensation)

The compensation may be reduced or a worker may be exempt from its payment when the reduction or exemption from payment is appropriate to his efforts to correct the damage, his attitude to work, or his financial situation.

Article 184

(Employer's Liability for Damages)

(1) Should the worker suffer damage at work or in relation to work, the employer shall be liable to compensate it according to the general rules of the civil law.

(2) The employer's liability for damages shall also refer to the damage caused by the employer to the worker by violating the rights arising from the employment.

Article 185

(Lump-Sum Compensation)

Should the assessment of the damage amount cause disproportionate costs, the damage may be assessed in a lump-sum amount, provided that the cases of damaging acts by the worker or the employer and the amount of the lump-sum compensation are stipulated in the collective agreement.

#### **IV. PROTECTION OF CERTAIN CATEGORIES OF WORKERS**

##### **1. PROTECTION OF WOMEN**

Article 186

(Prohibition of Carrying Out Underground Work)

(1) Female workers shall not carry out underground works in mines.

(2) The provision of the previous paragraph shall not apply to female workers:

- who are in executive position or manage work units and are authorised to make their own decisions,
- who have to spend a certain part of their practice doing underground work in mines as part of their professional education,
- who are employed in health care and social services and in other cases where they have to go underground to do work other than physical one.

##### **2. PROTECTION OF WORKERS DUE TO PREGNANCY AND PARENTHOOD**

Article 187

(General)

(1) Workers shall have the right to special protection in employment due to pregnancy and parenthood.

(2) In case of a dispute regarding the exercise of special protection due to pregnancy and parenthood according to this Act, the burden of proof shall be on the employer.

(3) The employer shall allow the workers easier adjustment of their family and business obligations.

Article 188  
(Protection of Data Related to Pregnancy)

During employment, the employer may not request or seek any information on worker's pregnancy unless the worker concerned allows this in order to exercise her rights during pregnancy.

Article 189  
(Prohibition of Carrying Out Works during Pregnancy and Breast-Feeding Period)

(1) During pregnancy and the entire breast-feeding period, a female worker may not carry out work which might present a risk to her and her child's health as a result of exposure to risk factors and working conditions, which shall be defined in an executive regulation.

(2) Should a female worker during pregnancy or breast-feeding period carry out the work, where she is exposed to risk factors, procedures and working conditions, which shall be defined in more detail in an executive regulation, the employer shall take appropriate measures in order to temporarily adjust the working conditions or the working time if the risk assessment shows that there exists a risk to her and her child's health.

(3) Should a female worker carry out the work referred to in Paragraph 1 of this Article or the work referred to in the previous paragraph and the temporary adjustment of the working conditions or the working time does not remove the risk to the worker's and her child's health, the employer shall ensure the worker suitable work and a wage equivalent to her previous position should this be more favourable to her.

(4) Should the employer not ensure the worker suitable work in accordance with the previous paragraph, he shall ensure her wage compensation in accordance with Paragraphs 1, 2, 7 and 9 of Article 137 of this Act during her absence from work due to this reason.

(5) The executive regulation, which shall in more detail define the risk factors and the working conditions referred to in Paragraph 1 of this Article, and the risk factors, procedures and working conditions referred to in Paragraph 2 of this Article, shall be issued by the minister competent of labour in agreement with the minister competent of health.

Article 190  
(Protection during Pregnancy and Parenthood with regard to Night Work and Overtime Work)

(1) A worker, who takes care of a child under the age of three, may be ordered to work overtime or at night only upon his written consent.

(2) A female worker may not carry out overtime work or night work during pregnancy and another year after she has given birth or during the entire breast-feeding period if the risk assessment of such work shows that there exists a risk to her and her child's health.

(3) A worker - parent with a child under the age of seven or a seriously ill child or a physically or mentally handicapped child, who lives alone with the child and takes care of him, may be ordered to carry out overtime work or night work only upon his written consent.

Article 191  
(Parental Leave)

(1) The employer shall be obliged to ensure a worker the right to absence from work or to part-time work as a result of the use of parental leave provided by the law.

(2) The worker shall be obliged to inform the employer on the beginning and the method of exercising the rights referred to in the previous paragraph within 30 days before the exercise of the rights unless otherwise provided by the Act regulating parental leave.

Article 192  
(Wage Compensation)

A worker, who uses parental leave, shall have the right to wage compensation in accordance with the regulations on parental leave.

Article 193  
(The Right of a Breast-Feeding Mother)

(1) A female worker, who breast-feeds a child and works full time, shall have the right to a breast-feeding break during working time, which shall take not less than one hour a day.

(2) The right to wage compensation for the duration of the break referred to in the previous paragraph shall be exercised in accordance with the regulations on parental leave.

### **3. PROTECTION OF WORKERS UNDER THE AGE OF 18**

Article 194  
(General)

Workers under the age of 18 shall enjoy special protection in their employment.

Article 195  
(Prohibition of Carrying Out of Works)

- (1) A worker under the age of 18 may not be ordered to carry out:
- underground or underwater works,
  - works which objectively surpass his physical and psychological abilities,



- works involving harmful exposure to toxic and carcinogenic factors and to factors, which cause hereditary genetic disorders or harm the unborn child or in any other way chronically influence the human health,
  - works involving harmful exposure to radiation,
  - works involving risk with regard to accidents which a young person is not able to recognise or avoid due to his insufficient attention to safety or due to lack of experience or qualifications,
  - works involving risk to health due to extreme cold, heat, noise or vibrations,
- and which shall be defined in more detail in an executive regulation.

(2) A worker under the age of 18 may also not be ordered to carry out the work, where he is exposed to risk factors and procedures, and the work, which shall be defined in more detail in an executive regulation, if the risk assessment shows that there exists a risk to safety, health and development of the worker.

(3) The executive regulation shall also lay down the conditions under which a worker under the age of 18 can as an exception carry out the works prohibited under the previous two paragraphs, i.e. in cases of following practical education in the framework of education programmes, provided that the work is carried out under the supervision of a competent worker.

(4) The executive regulation referred to in the previous two paragraphs shall be issued by the minister competent of labour in agreement with the minister competent of health.

#### Article 196 (Working Time, Break, Rest)

(1) Working time of a worker under the age of 18 shall not exceed eight hours a day and 40 hours a week.

(2) A worker under the age of 18, who works at least four and a half hours per day, shall have the right to at least 30-minute break during the working time.

(3) A worker under the age of 18 shall have the right to a daily rest of at least 12 consecutive hours.

(4) A worker under the age of 18 shall have the right to a weekly rest of at least 48 consecutive hours.

#### Article 197 (Prohibition of Carrying Out Night Work)

(1) A worker under the age of 18 shall not work at night between 10 p.m. and 6 a.m. of the following day, whereas, in case of work in cultural, artistic, sporting and advertising activities, he shall not work between midnight and 4 a.m. of the following day.

(2) A worker under the age of 18 may be in exceptional circumstances ordered to work at night in case of a force majeure, when such work lasts a definite period of time and must be carried out immediately and there are not enough adult workers available to perform the duties.

(3) Should a worker under the age of 18 carry out night work, the employer shall provide a suitable supervision by an adult worker.

(4) Should a worker under the age of 18 carry out night work, the employer shall ensure the worker a suitable rest within the following three weeks.

Article 198  
(Prolonged Annual Leave)

A worker under the age of 18 shall have the right to annual leave prolonged by seven working days.

#### **4. PROTECTION OF DISABLED PERSONS**

Article 199  
(Employment, Training and Retraining of Disabled Persons)

An employer shall provide protection of disabled workers and disabled persons without the status of a disabled worker in employment, training or retraining in accordance with the regulations on training and employment of disabled persons and the regulations on pension and disability insurance.

Article 200  
(The Rights of Disabled Workers)

An employer shall ensure a worker, with whom remaining capacity for work has been established, the following:

- another work appropriate to his remaining capacity for work,
  - part-time work with regard to his remaining capacity for work,
  - occupational rehabilitation,
  - wage compensation,
- in accordance with the regulations on pension and disability insurance.

#### **5. PROTECTION OF OLDER WORKERS**

Article 201  
(Definition)

Workers older than 55 years shall enjoy special protection (hereinafter referred to as: older workers).

Article 202  
(Part-Time)

An older worker shall have the right to enter part-time employment or the right to begin to work part-time if he has partially retired.

Article 203  
(Restriction of Overtime and Night Work)

An older worker shall not be ordered to work overtime or at night without his prior written consent.

**V. EXERCISE AND PROTECTION OF RIGHTS, OBLIGATIONS AND  
RESPONSIBILITIES ARISING FROM EMPLOYMENT**

Article 204  
(Exercise of Rights with an Employer and Judicial Protection)

(1) Should a worker think that the employer does not fulfil his obligations arising from the employment or that he violates any of his rights arising from employment, he shall have the right to request in writing that the employer redresses the violation or fulfils his obligations.

(2) Should the employer not fulfil his obligation arising from the employment or not redress the violation within eight working days upon the receipt of the worker's written request, the worker may request judicial protection before the competent labour court within 30 days from the expiry of the time limit stipulated for the fulfilment of obligation or redress of violation by the employer.

(3) A worker may request the establishment of illegality of termination of the employment contract, other ways of termination of validity of the employment contract, or a decision on disciplinary responsibility of the worker within 30 days from the day of the service or the day when he learnt about the violation of the right, before the competent labour court.

(4) Notwithstanding the time limit referred to in Paragraph 2 of this Article, a worker may enforce pecuniary claims arising from the employment directly before the competent labour court.

(5) A candidate, who has not been chosen, and who thinks that the statutory prohibition of discrimination has been violated in the selection, may request judicial protection before the competent labour court within 30 days from the receipt of employer's notification.

Article 205  
(Arbitration Board)

(1) A collective agreement may stipulate an arbitration board for settlement of individual labour disputes. In such case, the collective agreement shall lay down the composition, the procedure and other issues relevant to the work of the arbitration board.

(2) Should a collective agreement, which is binding on the employer and the worker, provide for an arbitration board for settlement of individual labour disputes, the worker and the employer may agree on the settlement of a dispute before an arbitration board in the employment contract or not later than within 30 days from the expiry of the time limit for the fulfilment of obligations or redress of violation by the employer.

(3) The annulment of the arbitration decision may be required only in cases provided by the Labour and Social Courts Act.

(4) Should the arbitration board not reach a decision within the time limit stipulated in the collective agreement, however, not later than within 60 days, a worker may within the following 30 days request judicial protection before the labour court.

#### Article 206 (Limitation of Claims)

Claims arising from employment shall lapse after five years.

### **VI. ACTIVITY AND PROTECTION OF SHOP STEWARDS**

#### Article 207 (Obligations of an Employer to a Trade Union)

An employer shall ensure a trade union the conditions for quick and efficient performance of trade union activities in accordance with the regulations protecting the rights and interests of workers. An employer shall be obliged to allow the trade union access to information required in performance of the trade union activities.

#### Article 208 (Shop Steward)

(1) A trade union, which has members with a certain employer, may appoint or elect a shop steward to represent it with the employer. If a shop steward has not been appointed, the trade union shall be represented by its president.

(2) A trade union shall inform the employer on appointment or election of a shop steward.

(3) A shop steward shall have the right to provide and protect the rights and interests of trade union members with the employer.

(4) A shop steward shall carry out trade union activity in the time and manner which shall not diminish the employer's performance.

#### Article 209

##### (Protection of Shop Stewards in Case of a Transfer)

(1) In case of a change of an employer, a shop steward shall keep his status provided that with the employer-transferee there exist the conditions for his appointment in accordance with the collective agreement.

(2) The previous paragraph shall not apply if the conditions for reappointment of a shop steward have been met.

(3) A shop steward, whose term of office has expired due to a transfer, shall enjoy the protection in accordance with Article 201 of this Act for another year from the termination of his function.

#### Article 210

##### (Protection of a Shop Steward and a Trade Union Membership Fee)

(1) The number of shop stewards, who enjoy protection in accordance with Article 113 of this Act, shall be determined in accordance with the criteria stipulated in the collective agreement or agreed to between the employer and the trade union.

(2) It shall not be possible to reduce the wage of a shop steward referred to in the previous paragraph or to institute disciplinary or damage proceedings against him or to put him in any other way in less favourable or subordinate position.

(3) Upon request from the trade union, the employer shall ensure in accordance with the act of the trade union, whose member the worker is, the technical execution of calculation and payment of a trade union membership fee for the worker.

## **VII. SPECIAL PROVISIONS**

### **1. WORK ABROAD AND THE SITUATION OF WORKERS POSTED TO THE REPUBLIC OF SLOVENIA**

#### Article 211

##### (General)

(1) In accordance with the employment contract, an employer may temporarily post a worker abroad.

(2) A worker may refuse the posting abroad provided that there exist grounded reasons, such as:

- pregnancy,
- care of a child under the age of seven,

- care of a child under the age of 15 if the worker lives alone with the child and takes care of him,
- disability,
- health reasons,
- other reasons provided by the employment contract or the collective agreement, which is directly binding on the employer.

(3) Should the employment contract not foresee the possibility of work abroad, the employer and the worker shall conclude a new employment contract. The contract may be concluded for a period of completion of the project or for a period of completion of the work, which the posted worker carries out abroad.

#### Article 212

##### (Employment Contract on Work Abroad)

(1) If a worker has been posted abroad, the employment contract shall, apart from the obligatory components according to this Act, include the provisions on:

- duration of the posting,
- holidays and work-free days,
- minimum annual leave,
- the wage and the currency, in which it shall be paid,
- other benefits in cash and kind, to which the worker is entitled during his posting, and the conditions of return to his native country.

(2) Instead of the provisions referred to in Indents 4 and 5 of the previous paragraph, the employment contract may refer to another act, regulation or a collective agreement regulating this issue.

#### Article 213

##### (The Situation of Posted Workers)

(1) A worker, who has been posted to the Republic of Slovenia by a foreign employer on the basis of an employment contract in accordance with the foreign law, shall carry out temporary work in the Republic of Slovenia under the conditions laid down in regulations governing the work and employment of foreign nationals.

(2) An employer shall ensure the worker referred to in the previous paragraph the rights according to the regulations of the Republic of Slovenia and according to the provisions of the general collective agreement, which regulate working time, breaks and rests, night work, minimum annual leave, wage, safety and health at work, special protection of workers and equal treatment, if these are more favourable to the worker.

(3) In case of temporary preliminary works, which are a component part of the contract on supply of goods, which do not take more than eight working days and are carried out by professional workers of the supplier, the provision of the previous paragraph shall not apply in the part referring to the minimum annual leave and wage.

(4) In case of reciprocity, the provision of Paragraph 2 of this Article shall not apply in the part referring to the wage provided that the temporary work of the posted works does not exceed one month.

(5) The provisions of Paragraphs 3 and 4 of this Article shall not apply to activities registered within the framework of civil engineering.

(6) The Employment Service shall monitor and inform on the conditions of employment and work of workers, who work in the Republic of Slovenia according to Paragraph 1 of this Article.

## **2. WORK OF CHILDREN UNDER THE AGE OF 15, APPRENTICES, PUPILS AND STUDENTS**

### Article 214

(Work of Children under the Age of 15, Apprentices, Pupils and Students)

(1) Work of children under the age of 15 is prohibited.

(2) A child under the age of 15 may in exceptional circumstances participate against payment in shooting of films, in preparation and performance of artistic, scene and other works in the area of cultural, artistic, sporting and advertising activities.

(3) A child, who has reached the age of 13, may carry out easier works also in other activities, however, not longer than 30 days during school holidays in an individual calendar year, in the manner, to the extent and under the condition that the works, he will carry out, do not present a risk to his safety, health, morality, education and development. The types of easier works shall be defined in an executive regulation.

(4) A child may carry out the work according to Paragraphs 2 and 3 of this Article following an authorisation from a labour inspector issued on the basis of a request filed on the basis of an official representative. The procedure and the conditions for issuing the authorisation of the labour inspector shall be determined in more detail in an executive regulation.

(5) The executive regulation referred to in the previous two paragraphs shall be issued by the minister competent of labour in agreement with the minister competent of health.

(6) Apprentices, pupils and students, who have reached the age of 14, may follow practical education with an employer within the framework of education programmes.

(7) In cases referred to in Paragraphs 2, 3 and 6 of this Article, in cases of occasional or temporary work of pupils and students and voluntary internship, the provisions of this Act on the working time, breaks and rests, special protection of workers under the age of 18 and liability for loss shall apply.

### Article 215

## (Apprentices)

(1) An apprentice, who follows vocational training with an employer on the basis of an apprenticeship contract, shall have an employment book.

(2) In addition to the provisions of the Act regulating vocational and professional education, the provisions of this Act providing special protection of workers under the age of 18 (Indent 3 of Paragraph 2 of Article 145, Articles 194 to 198) shall apply to the apprentice during vocational education with an employer, as well as the provision regulating the distribution of working time (Paragraphs 1 and 3 of Article 147), the provision on a break during working time (Article 154), weekly rest (Article 156), paid absence due to personal circumstances (Article 167), absence from work due to celebration (Article 168), absence from work due to health reasons (Article 169), absence from work due to performance of function or obligations according to special acts (Article 170), and liability for loss (Articles 182 to 185).

(3) Regarding the exercise and protection of rights of an apprentice during his vocational education with an employer, the provisions of Article 204, 205 and 206 of this Act shall apply.

## Article 216

## (Temporary and Occasional Work of Pupils and Students)

(1) Pupils, who have reached the age of 15, and students may carry out temporary or occasional work also on the basis of a student's referral note from an authorised organisation, which carries out an activity of providing work to pupils and students in accordance with the provisions from the employment area.

(2) As temporary or occasional work in accordance with the previous paragraph, a pupil or a student may also carry out work at a position with an individual employer, however, not longer than 90 days without interruption in an individual calendar year.

## Article 217

## (Special Protective Provisions)

(1) Notwithstanding the provisions of Paragraph 7 of Article 214 and Paragraph 2 of Article 215 of this Act, working time of children under the age of 15, who carry out easier work during school holidays, shall not exceed seven hours a day and 35 hours a week. Child's work during a school year outside the time determined for lessons shall not exceed two hours a day and 12 hours a week.

(2) Children shall be in any case prohibited to work at night between 8 p.m. and 6 a.m.

(3) In each 24-hour period, children shall be granted a rest of at least 14 consecutive hours.



### 3. EMPLOYMENT CONTRACT FOR MARINERS

#### Article 218 (Registration of Employment Contract)

(1) An employer shall submit the employment contract concluded with a mariner for review of legality and registration to a competent administrative unit within eight days upon its conclusion.

(2) The minister competent of maritime affairs in agreement with the minister competent of labour shall lay down the contents, the method and the procedure of registration of the employment contract referred to in the previous paragraph.

#### Article 219 (Minimum Age)

An employment contract for work aboard a ship may be concluded with persons having reached the age of 16.

#### Article 220 (Trial Period)

Notwithstanding the provision of Paragraph 2 of Article 125 of this Act, the trial period of a crew member aboard an ocean-going merchant ship may exceed six months, however, only until the return of the ship to a Slovene port.

#### Article 221 (Working Time)

(1) Notwithstanding the provision of Paragraph 2 of Articles 143 and 155 of this Act, the overtime work of a mariner may in exceptional circumstances take 86 hours a month.

(2) Daily working time of a mariner shall not exceed 14 hours a day and 72 hours a week.

(3) Daily rest of a mariner may be provided in not more than two parts, whereby one part shall last not less than six uninterrupted hours.

#### Article 222 (Night Work)

A worker – mariner under the age of 18 shall not work at night between 10 p.m. and 7 a.m. of the following days, except in cases of following vocational education in the framework of educational programmes.

Article 223  
(Annual Leave)

If so provided by a collective agreement, workers – mariners may fully use their annual leave regardless of the provision of Article 163 of this Act by the end of the following calendar year.

#### 4. EMPLOYMENT BOOK

Article 224  
(General)

(1) A worker shall have an employment book which is a public document.

(2) Employment books shall be issued by the competent administrative units, which shall also keep a record of issued employment books.

(3) The minister competent of labour shall lay down the contents and the form of an employment book, the procedure of issuing an employment book, the method of recording the data, the procedure of replacing the employment book, and keeping of record of issued employment books.

Article 225  
(Application for Issuance of an Employment Book and the Record of Issued Employment Books)

(1) An employment book shall be issued on the basis of an application for its issuance and the submitted required evidence.

(2) An application for issuance of an employment book shall be filed on a prescribed form containing the following data:

- name and surname;
- personal identity number of a citizen, or, if this has not been determined, date of birth and sex;
- tax number;
- place of birth;
- permanent residence or temporary residence;
- nationality;
- headquarters of the employer, with whom he concludes the employment contract;
- date and place of filing the application.

(3) An application for issuance of an employment book shall be submitted together with a form of an employment book.

(4) In addition to the data referred to in Indents 2, 3, 4, 5 and 6 of Paragraph 2 of this Article, the record of issued employment books shall contain also the following:

- a record number (entered in the employment book as a registration number);
- the date of issue of the employment book;

- a serial number of the employment book;
- the administrative unit, which issued the employment book;
- the data on lost, missed, stolen, damaged or full employment books, and
- the data on issue of a new employment book.

- (5) The data from the record of issued employment books shall be used by:
- authorised official persons in the ministry competent of labour, in the labour inspection body and in administrative units when implementation of tasks provided by the law is concerned, and
  - courts.

#### Article 226 (Obligations of a Worker and an Employer)

(1) A worker shall submit his employment book to the employer at the conclusion of the employment contract.

(2) The employer shall give the worker a written receipt for the employment book.

(3) The employer shall keep the worker's employment book during his employment, however, he shall hand it over to the worker upon his explicit request and against a signature confirming the receipt.

(4) The employer shall be obliged to enter the data in the employment book in accordance with the executive regulation referred to in Paragraph 3 of Article 224 of this Act.

(5) The employer shall immediately upon the expiry of the employment contract return the employment book to the worker against a receipt.

(6) If the employer cannot deliver the employment book to the worker within 30 days from the termination of the employment contract, he shall forward it to the administrative unit in worker's place of permanent residence, or, if worker's place of permanent residence is unknown, to the administrative unit, which issued the employment book.

### VIII. INSPECTION AND SUPERVISION

#### Article 227 (General)

(1) Supervision over implementation of the provisions of this Act, executive regulations, collective agreements and general acts of an employer, which regulate employment, shall be exercised by a labour inspection body, unless otherwise provided by the law.

(2) In case of violation of the provisions of Paragraph 2 of Articles 20 and 28, Paragraph 1 of Article 142, Paragraph 3 of Articles 143, 145, 147, 150, 151, 154, 155, 156, 159, 189 and 190, Paragraph 1 of Articles 193, 195, 196, 197, 198, 203, 214, 215 and 217 or

Paragraphs 3 and 5 of Article 226 of this Act, the labour inspector shall have upon the performed inspection and supervision the right and obligation to order the employer to ensure the implementation of the Act.

(3) The labour inspection body may in order to prevent arbitrary actions and irreparable damage stay the effect of termination of the employment contract due to a notice until the expiry of the time limit for arbitration or judicial protection, or, until the executable arbitration decision, or, if the worker in a judicial proceedings requests, not later than the filing of a complaint, a temporary injunction, until the decision of the court following a proposal for issuance of a temporary injunction.

#### Article 228

##### (Mediation in a Dispute between a Worker and an Employer)

(1) Should the employer not fulfil his obligations arising from employment or not redress the violation within eight working days from the receipt of worker's written request, the worker or the employer may suggest the mediation of a labour inspector in the dispute.

(2) If the mediation has been suggested only by one party, the labour inspector shall first obtain the consent of the other party to settle the dispute by mediation.

(3) The labour inspector may mediate in the dispute between the worker and the employer with the purpose to achieve an amicable settlement of the dispute.

(4) The labour inspector may mediate in the dispute between the worker and the employer until the executable arbitration decision on the point at issue or until the decision of the first-instance court on the point at issue.

(5) The agreement on the settlement of the point at issue between the worker and the employer shall not be contrary to the morality or coercive regulations.

### **IX. PENAL PROVISIONS**

#### Article 229

(1) A fine of not less than SIT 1,000,000 shall be imposed on the employer - legal person if:

1. he has put the employment seeker or the worker in an unequal position (Article 6);
2. he has concluded an employment contract with a person under the age of 15 (Article 19);
3. he has concluded an employment contract with a person who does not meet the conditions for carrying out the work ( Paragraph 1 of Article 20);
4. he has published a vacancy contrary to Article 25 of this Act;
5. he has acted contrary to Article 26 of this Act when concluding an employment contract;
6. he has not provided protection against sexual harassment in accordance with Paragraph 1 of Article 45 of this Act;

7. he has concluded an employment contract for a definite period of time outside the cases referred to in Paragraph 1 of Article 52 of this Act;
8. he has concluded one or more successive employment contracts for a definite period of time contrary to Article 53 of this Act;
9. he has not taken into account the consequences referred to in Article 54 of this Act in respect of an illegally concluded contract;
10. he has not notified the trade union in writing on the intended regular or extraordinary termination of the employment contract (Paragraph 1 of Article 84);
11. he has not expressed in writing the regular or extraordinary termination of the employment contract or he has not served on the worker the regular or extraordinary notice of termination of the employment contract in accordance with Article 87 of this Act;
12. he has terminated the employment contract contrary to the provision of Article 83 and to Paragraphs 3, 4 and 5 of Article 88;
13. he has carried out the procedure of giving notice to a large number of workers contrary to the provisions of Articles 96, 97, 98, 99, 100 and 101 of this Act;
14. he has given an extraordinary notice of termination of the employment contract contrary to Paragraph 2 of Article 110;
15. he has terminated the worker's employment contract contrary to the provisions of Articles 113, 114, 115 and 116 of this Act;
16. he has not taken into account the minimum wage stipulated by a special act or the collective agreement, which is directly binding on the employer, when fixing the worker's wage (Paragraph 1 of Article 126);
17. he has not ensured the posted workers, who carry out temporary work in the Republic of Slovenia, the rights referred to in Paragraph 2 of Article 213 of this Act;
18. he has allowed the work of children under the age of 15, apprentices, pupils and students contrary to Articles 214, 215 and 217 of this Act.

(2) A fine of not less than SIT 500,000 shall be imposed on the employer - natural person who has committed the offence referred to in the previous paragraph.

(3) A fine of not less than SIT 80,000 shall be imposed on the responsible person of the employer - legal person and on the responsible person in the state body, state organisation or local community, who has committed the offence referred to in Paragraph 1 of this Article.

#### Article 230

(1) A fine of SIT 500,000 to SIT 1,000,000 shall be imposed on the employer - legal person if:

1. he has ordered the worker, who works part time, to work beyond the agreed working time contrary to Paragraph 6 of Article 64 of this Act;
2. he has not provided safe working conditions with work at home (Paragraph 2 of Article 69);
3. he has determined full-time employment contrary to Paragraph 1 of Article 142 of this Act;
4. he has ordered overtime work contrary to the provision of Paragraph 3 of Article 143 of this Act;
5. he has ordered overtime work contrary to Article 145 of this Act;
6. he has distributed working time contrary to Article 147 of this Act;

7. he has not provided special protection of workers at night work or has not taken into account the restrictions of night work (Articles 150 and 151);
8. he has not consulted the trade union prior to the introduction of the night work in accordance with Article 152 of this Act;
9. he has not ensured the worker a break during the working time, a rest between two successive working days, and a weekly rest (Articles 154, 155 and 156);
10. he has not granted to the worker the right to annual leave in accordance with this Act (Paragraph 3 of Article 65 and Articles 159, 160, 161, 162 and 163);
11. he has pronounced a disciplinary sanction contrary to Articles 175 and 176 of this Act;
12. he has not acted in accordance with Article 177 of this Act in a disciplinary procedure;
13. he has not notified the trade union of the disciplinary procedure and has not taken into account a written opinion from the trade union in accordance with Article 179 of this Act;
14. he has not served a decision on the disciplinary responsibility on the worker in accordance with Article 180 of this Act;
15. he has not ensured a breast-feeding worker a break during the working time in accordance with Paragraph 1 of Article 193 of this Act;
16. he has not ensured the rights to special protection of workers under the age of 18 (Articles 196, 197 and 198).

(2) A fine of SIT 100,000 to 500,000 shall be imposed on the employer - natural person, who has committed the offence referred to in the previous paragraph.

(3) A fine of SIT 50,000 to 200,000 shall be imposed on the responsible person of the employer - legal person and on the responsible person in the state body, state organisation or local community, who has committed the offence referred to in Paragraph 1 of this Article.

#### Article 231

(1) A fine of SIT 300,000 may be imposed on the employer - legal person on the spot if:

1. he has not submitted a photocopy of the insurance registration to the worker within 15 days from the beginning of the employment (Paragraph 2 of Article 9);
2. the worker carries out the work on the basis of a civil law contract contrary to Paragraph 2 of Article 11 of this Act;
3. he has not submitted a written proposal of the contract and the employment contract to the worker in accordance with Paragraph 2 of Article 15 of this Act;
4. he has not stipulated the conditions for carrying out the work at a certain workplace in accordance with Paragraph 2 of Article 20 of this Act;
5. he has not published a vacancy in accordance with Paragraphs 1 and 4 of Article 23 of this Act;
6. he has not informed the candidate, who has not been chosen, on the fact that he has not been chosen within eight days from the conclusion of the employment contract (Paragraph 1 of Article 28);
7. he has provided the worker's work to the user contrary to Article 59 of this Act;
8. he has not informed the labour inspection body on the intended organisation of work at home prior to the beginning of the work (Paragraph 3 of Article 67);

9. he has not paid the redundancy pay to the worker, whose employment contract has been terminated, in accordance with the provision of Article 109 of this Act;
10. he has not paid a wage to the worker in accordance with the provisions of Articles 134 and 135 of this Act;
11. he has not paid the wage compensation in accordance with the provision of Article 137 of this Act;
12. he has not paid a wage to the apprentice in accordance with the provision of Article 140 of this Act;
13. he has ordered a female worker to do work contrary to the Act and a special regulation issued on the basis of the Act (Articles 189 and 190);
14. he has ordered a worker under the age of 18 to do work contrary to the Act and a special regulation issued on the basis of the Act (Article 195);
15. he has ordered an older worker to work overtime or at night without his consent (Article 203);
16. he has not, upon request of the worker, delivered to the worker the employment book during the duration of the employment, or has not returned the employment book to the worker upon termination of the employment (Paragraphs 3 and 5 of Article 226).

(2) A fine of SIT 200,000 may be imposed on the spot on the employer - natural person, who has committed the offence referred to in the previous paragraph.

(3) A fine of SIT 100,000 to 200,000 may be imposed on the spot on the responsible person of the employer - legal person and on the responsible person in the state body, state organisation or local community, who has committed the offence referred to in Paragraph 1 of this Article.

## **X. TRANSITIONAL AND FINAL PROVISIONS**

### Article 232

(Termination of Validity of Employer's General Acts)

The provisions of employer's general acts, regulating the issues, which are in accordance with this Act negotiated in the framework of collective agreements, shall cease to apply after nine months from the entry into force of this Act.

### Article 233

(Procedures of Exercise and Protection of Workers' Rights)

The procedures of exercise and protection of rights, obligations and responsibilities arising from employment, introduced prior to the day of the enforcement of this Act, shall be completed according to the rules which applied until the enforcement of this Act.

### Article 234

(Application of the Provisions of this Act with Regard to Special Regulations)

Until the acts regulating the termination of employment due to necessary operative reasons have been amended, the provisions of this Act on termination out of business reasons shall apply.

#### Article 235

(Suspension of Rights and Obligations Arising from Employment and the Right to Return)

(1) Workers, whose rights and obligations arising from the employment have been suspended in accordance with the regulations applicable until the day this Act comes into force, shall have the right to return to the work, which they carried out previously, within five days from the cessation of the reasons for suspension of the rights and obligations arising from the employment. The employer shall be obliged to notify the worker of the time limit, within which he is obliged to return to work.

(2) Workers, who according to this Act do not have the right to return to work and have the right to return to their employer in accordance with the regulations applicable until the enforcement of this Act, shall have the right to a new conclusion of an employment contract with the employer unless the need for carrying out this work no longer exists due to business reasons. Should the employer not conclude a new employment contract due to the above-mentioned reasons, he shall pay the worker wage compensation for the period of notice and a redundancy pay if the conditions for this have been met in accordance with this Act.

#### Article 236

(Progressive Increasing of Age)

Notwithstanding the provision of Article 201 of this Act, a special protection shall be enjoyed by female workers, who at the time of the enforcement of this Act, fulfil the condition of 51 years of age. In the period until 1 January, i.e. to the full enforcement of the same minimum age for all workers, as one of the conditions for acquiring the right to the old-age pension, the age of a female worker shall be increased by four months each year.

#### Article 237

(Gradual Introduction of Time Limitation on Conclusions of Employment Contracts for a Definite Period of Time)

(1) Two-year time limitation on conclusions of employment contracts for a definite period of time according to the provision of Article 53 of this Act shall begin to apply as of 1 January 2007 and as of 1 January 2010 in respect of small employers.

(2) In the transitional period, i.e. from the enforcement of this Act to the time limit referred to in the previous paragraph, the employer may not conclude one or more successive employment contracts for a definite period of time with the same worker and for the same work, the total duration of which would exceed three years, except in cases stipulated by this Act and in cases referred to in Indents 4, 5 and 12 of Paragraph 1 of Article 52 of this Act.

#### Article 238

(Years of Service Bonus)



Workers, who at the time of the enforcement of this Act receive a bonus for the years of service in the amount of 0.5 % of the base wage for each completed year of service, shall keep this bonus regardless of the amount of the bonus defined by the branch collective agreement unless this Act or the employment contract stipulate a higher amount.

Article 239  
(Termination of Validity of Executive Regulations)

(1) Pending the adoption of executive regulations stipulated by this Act, the Rules on Employment Book (Official Gazette of the Republic of Slovenia, Nos. 28/90, 32/91-I, 47/92, 14/95 and 57/98) and the Regulation on Works which Cannot Be Assigned to Women (Official Gazette of the Republic of Slovenia, No. 12/76) shall apply unless they are contrary to this Act.

(2) The minister, competent of issuing the executive regulations, shall issue the executive regulations referred to in Articles 189, 195, 214 and 224 of this Act within six months upon the day of the enforcement of this Act.

(3) On the day this Act enters into force, the instruction on the form and the contents of the register of collective and labour contracts (Official Gazette of the Socialist Republic of Slovenia, No. 39/71) shall cease to apply.

Article 240  
(Termination of Disabled Persons' Employment Contracts)

Pending the adoption of the Act, which will regulate training and employment of disabled persons, the possibility of termination of employment contract concluded with a disabled person, who does not have the status of a disabled worker, shall be realised in accordance with Paragraph 1 of Article 116 of this Act.

Article 241  
(Health Care and Health Insurance Act)

On the day this Act enters into force, Article 9 of the Health Care and Health Insurance Act (Official Gazette of the Republic of Slovenia, Nos. 9/92, 13/93, 9/96, 29/98, 6/99 ) shall cease to apply. On the day this Act enters into force, Indent 2 of Paragraph 1 of Article 29 of this Act shall not apply with regard to the right to wage compensation in cases of worker's incapacity for work due to a disease or injury not related to work.

Article 242  
(Employment and Unemployment Insurance Act)

Pending the harmonisation of the provisions of Article 19 of the Employment and Unemployment Insurance Act (Official Gazette of the Republic of Slovenia, Nos. 5/91, 17/91, 12/92, 71/93, 2/94, 38/94 in 69/98) with this Act, the right to cash benefit cannot be exercised by an insured person, whose employment contract has terminated in cases referred to in:

- Paragraph 5 of Article 73 of this Act,
- Article 79 of this Act,

- Paragraph 1 of Article 81 of this Act,
- Indent 3 of Paragraph 1 of Article 88 of this Act,
- Article 90 of this Act if the worker has not received a proposal for a conclusion of a new employment contract for the working time equivalent to the previous employment and for a suitable or appropriate work,
- Article 94 of this Act for a period, for which he has agreed with the employer on compensation instead of a period of notice,
- Article 111 of this Act,
- Article 118 of this Act if the worker does not want to continue the employment, and
- in cases of termination of the employment contract contrary to Articles 89, 113, 115, 116 and 117 of this Act if the worker has not requested an arbitration decision or judicial protection.

Article 243  
(Labour and Social Courts Act)

On the day this Act enters into force, the provision of Article 15 of the Labour and Social Courts Act (Official Gazette of the Republic of Slovenia, No. 19/94) shall cease to apply in cases of settling individual labour disputes in accordance with the provision of Article 205 of this Act.

Article 244  
(Compulsory Composition, Bankruptcy and Liquidation Act)

On the day this Act enters into force, the provisions of Articles 8, 47, 51 and 106, Paragraph 8 of Article 147 and Paragraph 7 of Article 172 of the Compulsory Composition, Bankruptcy and Liquidation Act (Official Gazette of the Republic of Slovenia, Nos. 67/93, 39/97 and 52/99) shall cease to apply insofar as they regulate the termination of employment of workers in bankruptcy proceedings, or due to compulsory composition, and the preferential right to re-employment.

Article 245  
(Termination of Validity of Acts)

(1) On the day this Act enters into force, the provisions of the Basic Employment Rights Act (Official Gazette of the Federative Republic of Yugoslavia, Nos. 60/89 and 42/90) shall cease to apply, with the exception of the provisions of Articles 86 and 87, which shall apply until the enforcement of the Act, which will regulate collective agreements.

(2) On the day this Act enters into force, the Employment Act (Official Gazette of the Republic of Slovenia, Nos. 14/90, 5/91 and 71/93) shall cease to apply, with the exception of the provisions of Articles 112 and 119, which shall apply until the enforcement of the Act, which will regulate collective agreements.

Article 246  
(Enforcement of the Act)

This Act shall enter into force on 1 January 2003.

No: 102-01/89-3/117  
Ljubljana, 24 April 2002

President  
of the National Assembly  
of the Republic of Slovenia  
Borut Pahor