EMPLOYMENT RELATIONSHIPS ACT

(Unofficial consolidated text containing:

- **The Employment Relationships Act (Official Gazette of the Republic of Slovenia No 42/02)**
- **The Act Amending the Employment Relationships Act (Official Gazette of the Republic of Slovenia No 103/07))**

EMPLOYMENT RELATIONSHIPS ACT

CONTENT

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I. GENERAL PROVISIONS

Article 1
(Aim of the Act)

(1) This Act regulates employment relationships entered into on the basis of employment contracts between workers and employers, in accordance with:

- Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship (OJ L No 288, 18 October 1991),

- Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ L No 175, 10 July 1999)

- Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC (OJ L No 206, 29 July 1991),

- Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of workers with a fixed-duration employment relationship or a temporary employment relationship (OJ L No 299, 18 November 2003)**,**

- Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time – combined version (OJ L No 216, 20 August 1994),

- Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work (OJ L No 216, 20 August 1994),

- Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies – combined version (OJ L No 225, 12 August 1998),

- Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses – combined version (OJ L No 82, 22 March 2001),

- Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services (OJ L No 18, 21 January 1997),

- Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin (OJ L No 180, 19 July 2000),

- Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ L No 303, 2 December 2000),

- Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding (tenth individual Directive within the meaning of Article 16 (1) of Directive 89/391/EEC) (OJ L No 348, 28 November 1992),

- Council Directive 75/117/EEC of 10 February 1975 on the approximation of the laws of the Member States relating to the application of the principle of equal pay for men and women (OJ L No 45, 19 February 1975),

- Council Directive 76/207/EEC of 9 February 1976 on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions (OJ L No 39, 14 February 1976), as last amended by Directive 2002/73/EC of the European Parliament and of the Council of 23 September 2002 amending Council Directive 76/207/EEC on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions (OJ L No 269, 5 October 2002),

- Council Directive 97/80/EC of 15 December 1997 on the burden of proof in cases of discrimination based on sex (OJ L No 14, 20 January 1998),

Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community (OJ L No 80, 23 March 2002).

(2) The aim of this Act is to achieve the inclusion 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)

(1) 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.

(2) This Act also regulates the employment relationships of mobile workers, where in respect of working hours, night work, breaks and rest periods this is not otherwise provided by a special act.

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 is voluntarily included in the employer's organised working process, in which he in return for remuneration 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 who has entered into 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 smaller employer is an employer employing ten or less workers.

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

[1] 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.

Article 6
(prohibition of discrimination and retaliation)

(1) Employers must ensure for job seekers (hereinafter: candidates) in gaining employment or workers during their employment relationship and in connection with the termination of employment contracts equal treatment irrespective of ethnicity, race or ethnic origin, national or social background, gender, skin colour, state of health, disability, faith or conviction, age, sexual orientation, family status, membership of unions, financial standing or other personal circumstance in accordance with this Act, the regulations governing fulfilment of the principle of equal treatment and the regulations governing equal opportunities for women and men.

(2) Employers must ensure equal treatment in respect of personal circumstances referred to in the preceding paragraph for candidates and workers especially in gaining employment, promotion, training, education, retraining, pay and other receipts from the employment relationship, working hours and cancellation of employment contracts.

(3) Direct and indirect discrimination based on any personal circumstance referred to in the first paragraph of this article are prohibited. Direct discrimination exists where owing to a certain personal circumstance a person has been, is or could be treated less favourably than another person in identical or similar situations. Indirect discrimination owing to a personal circumstance exists where owing to an apparently neutral regulation, criterion or practice a person with a certain personal circumstance has been, is or could be placed in a less favourable position than another person in identical or similar situations and conditions, unless such regulation, criterion or practice are justified by a legitimate objective and if the means for achieving that objective are appropriate and necessary. Any instructions for discrimination against a person on the basis of any personal circumstance at all are also direct or indirect discrimination.

(4) Less favourable treatment of workers in connection with pregnancy or parental leave is also deemed to be discrimination.

(5) Differing treatment based on any personal circumstance referred to in the first paragraph of this article shall not constitute discrimination if, owing to the nature of the work or circumstances in which the work is performed, a certain personal circumstance might represent a significant and decisive condition in respect of the work and such a requirement is in proportion to and justified by the legitimate objective.

(6) If in the event of a dispute a candidate or worker cites facts giving grounds for the suspicion that the prohibition of discrimination has been violated, the employer must demonstrate that in the case in question the principle of equal treatment and the prohibition of discrimination have not been violated.

(7) In the event of a violation of the prohibition of discrimination, the employer shall be liable to provide compensation to the candidate or worker under the general rules of civil law.

(8) Discriminated persons and persons who help the victims of discrimination may not be exposed to unfavourable consequences owing to actions aimed at fulfilling the prohibition of discrimination.

Article 6 (a)
(prohibition on sexual and other harassment and bullying at the workplace)

(1) Sexual and other harassment is prohibited. Sexual harassment is any form of undesired verbal, non-verbal or physical action or behaviour of a sexual nature with the effect or intent of adversely affecting the dignity of a person, especially where this involves the creation of an intimidating, hateful, degrading, shaming or insulting environment. Harassment is any undesired behaviour associated with any personal circumstance with the effect or intent of adversely affecting the dignity of a person or of creating an intimidating, hateful, degrading, shaming or insulting environment.

(2) Sexual and other harassment referred to in the preceding paragraph shall be deemed to be discrimination pursuant to the provisions of this Act.

(3) Rejection of action and behaviour referred to in the first paragraph of this article on the part of an affected candidate or worker may not serve as grounds for discrimination in employment and work.

(4) Bullying at the workplace is prohibited. Bullying at the workplace is any repetitive or systematic, reprehensible or clearly negative and insulting action or behaviour aimed at individual workers in the workplace or in connection with work.

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 statutes, ratified and published international agreements as well as other regulations, collective agreements and employer's general acts.

(2) The employment contract and/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 at 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 at the employer, the employer's general act may lay down the rights which, pursuant to this Act, can be regulated in collective agreements, if they are more favourable for the worker than those determined by law and/or collective agreement which bind the employer.

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

(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 representative 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 the performance of work in the framework of the employment relationship and the registration to social insurance schemes shall begin to be exercised on the day of commencement of work agreed in the employment contract. In accordance with special regulations, the employer is obliged to register the worker to the obligatory pension, invalidity, 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 the registration to social insurance schemes on the basis of employment relationship shall come into effect 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, and/or if the fixed-term employment contract is not concluded in writing upon

commencement of work, the employment contract shall be assumed 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) Where there are elements of an employment relationship pursuant to Article 4, in connection with Articles 20 or 52 of this Act, work may not be performed on the basis of civil law contracts, except in cases provided by law.

Article 12
(Nullity and Voidability of the Employment Contract)

In determining the consequences of nullity and voidability 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 competent labour court.

(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 competent labour court.

(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 must 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 written employment contract was not handed over to the worker, he may demand its delivery by the employer and judicial protection any time during employment relationship.

(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 components of the employment contract referred to in Article 29 were laid down in writing.

Article 16
(Assumption of the Existence of Employment Relationship)

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

3. CONTRACTING PARTIES

Article 17
(General)

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

Article 18
(Employer – the Legal Person)

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

(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 founding act or statute, and in the absence of such body by the owner.

(4) When concluding the employment contract with the management during the period of founding 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 actor 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 in a general act the conditions for carrying out work in an individual job or type of work. This obligation shall not apply to smaller employers.

(3) If none of the applying candidates fulfils the conditions for carrying out work, the employer may conclude a fixed-term employment for a period of up to one year with one of the candidates who fulfils certain conditions provided by law or implementing regulation, if such employment is necessary for the unimpeded performance of work.

Article 21
(Foreigners)

(1) A foreigner 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 foreigners.

(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 free to decide on which applicant, 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 advertisement of vacancies or type of work)

(1) Employers who recruit new workers must advertise vacancies or types of work (hereinafter: work) in public. Such public advertisement of vacancies must contain the conditions for carrying out the work and the deadline for applications, which may not be shorter than five days.

(2) An advertisement placed by the Employment Service shall also be deemed to be a public advertisement pursuant to the preceding paragraph.

(3) If an employer publishes a vacancy in the mass media, the deadline for applications shall start running on the day following the last advertisement.

(4) Employers who have employed workers for fixed terms, for part-time work or for whom work is performed by workers employed by an employer who performs the business of providing the services of workers to other users and employs for indefinite periods or full-time, must inform workers of work available or of the public advertisement of work available in due time in a manner customary for the employer.

Article 24
(Exceptions to the Obligation of Public Advertisement)

(1) An employment contract can exceptionally be concluded without public advertisement 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 statute regulating employment of disabled people,
- employment for a fixed period of time which, due to its nature, does not last more than three months in a calendar year, or fixed-term employment to replace a temporarily absent worker,
- employment for an indefinite period of time of a person who served a traineeship at the employer or who was employed with the employer on the basis of a fixed-term employment contract, except for fixed-term employment referred to in the third paragraph of Article 20 of this Act, and in the event of fixed-term employment to replace a temporarily absent worker,
- 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 law,
- full-time employment of a person who was employed part-time with the employer,
- employment of partners in a legal person,
- employment of family members of an employer who is a natural person,
- employment of elected and appointed official and/or other workers bound by the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their federations,
- 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 , is according to law equalized with matrimony, or a partner in a registered same-sex partnership
- children, adopted children and stepchildren,
- parents – father, mother, stepfather and stepmother, adopter, and
- brothers and sisters.

Article 25
(Equal Treatment on the ground of Sex)

(1) Employers may not publicly advertise the availability of work only for men or only for women, unless one specific gender represents a significant and decisive condition for such work and such a requirement is proportionate to and justified by the legitimate objective.

(2) An advertisement of available work may 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 applicant to submit documents proving the fulfilment of conditions for carrying out work.

(2) In concluding the employment contract, the employer may not demand the applicant to provide information on the family and/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 employing workers, the employer may test the knowledge and/or abilities of applicants for carrying out work for which the contract of employment is to be concluded.

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

(6) The test of knowledge and/or abilities of the applicant or examination of his health capacities should not be related to circumstances which are not of direct relevance for the work 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 must inform the applicant of the work, the working conditions and worker's and employer's rights and obligations related to carrying out the work for which the employment contract is to be concluded.

Article 27
(Applicant’s Rights and Obligations)

(1) In concluding the employment contract, the applicant 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 applicant is not obliged to answer questions which are not directly related to the employment relationship.

Article 28
(Rights of the Unselected Applicant)

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

(2) The employer must return to the applicant 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 registered office,
- date of commencement of work,
- title of the position or type of work, including a brief description of the work he must perform pursuant to the employment contract, and for which there is the requirement of an equal level and course of education and other conditions for carrying out the work pursuant to Article 20 of this Act,
- place where the work is to be carried out; if the exact place is not stated, it shall be presumed that the worker is to carry out the work at the employer's registered office,
- the duration of the employment contract and the manner of taking annual leave, if a fixed-term employment contract is concluded,
- stipulation stating whether the employment contract is for part or full-time work,
- stipulation on normal daily or weekly working time and the organisation of working time,
- stipulation on the amount of the basic wage in the currency valid in the Republic of Slovenia which the worker shall receive as remuneration for carrying out work in accordance with the employment contract and on eventual other remunerations,
- stipulation on other components of the worker's wage, payment period, payment day and manner of payment of the wage,
- stipulation on the annual leave and/or the manner of determining the annual leave,

- the length of periods of notice,
- collective agreements which bind the employer and/or employer's general acts which stipulate the worker’s conditions of work , 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 and/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 and/or employer's general acts, the provisions of law, collective agreements and/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 must carry out work with due diligence at the position for which he has concluded the employment contract and during the working time 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 must also perform 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 Regulations on Safety and Health at Work)

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

b) Obligation of Informing

Article 34
(Obligation of Informing)

(1) The worker must inform the employer of relevant circumstances which affect or might affect the fulfilment of his contractual obligations, and also of any changes to information which affect the fulfilment of rights deriving from the employment relationship.

(2) The worker must inform the employer of any threatening danger to life or health or to the occurrence of material damage he notices 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 Protect Business Secrets

Article 36
(Protection of Business Secrets)

(1) A worker may 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 considered 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 represents or might represent 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, and/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 links, the worker and the employer may lay down in the employment contract the prohibition of competition after the termination of the employment relationship (hereinafter referred to as “competition clause”).

(2) The competition clause may be agreed for a period not longer than two years after the termination of the employment contract and only in cases where the employment contract was terminated by agreement between the parties, through cancellation through ordinary procedure by the worker, cancellation through ordinary procedure for reasons of the worker’s culpability or cancellation through extraordinary procedure by the employer, except in the case of extraordinary cancellation referred to in the fifth indent of the first paragraph of Article 111 of this Act.

(3) The competition clause has to 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 wage , the employer must pay him a monthly compensation in money during the whole period of respecting the prohibition.

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

(3) If compensation in money 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 must provide the worker with work agreed upon in the employment contract.

(2) Unless agreed otherwise, the employer must 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 Remuneration

Article 42
(Obligation of Remuneration)

The employer must ensure the worker appropriate remuneration 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)

(1) The employer must provide the conditions for safety and health of workers in accordance with special regulations on safety and health at work.

(2) The employer must inform the expert worker or expert department performing expert tasks in the are safety and health at work of the fixed-term employment of workers or of the start of the performance of temporary work by workers employed by an employer who performs the business of providing the services of workers to another user.

d) Obligation to Protect the Worker's Personality

Article 44
(General)

The employer must 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 be bound to provide such a working environment in which none of the workers is subjected to sexual and other harassment or bullying on the part of the

employer, a superior or co-workers. To this end the employer must take appropriate steps to protect workers from sexual and other harassment or from bullying in the workplace.

(2) If in the event of a dispute a worker cites facts giving grounds for the suspicion that the employer has acted counter to the preceding paragraph, the burden of proof shall be on the side of the employer.

(3) In the event of a failure to ensure protection from sexual and other harassment or bullying pursuant to the first paragraph of this article, the employer shall be liable to provide compensation to the worker pursuant to the general rules of civil law.

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 relationship or related to employment relationship.

(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 applicants.

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) If the conditions referred to in indents three, four, five or six of Article 29 (1), and in cases referred to in Article 90 of this Act, a new employment contract shall be concluded, except in cases involving changes resulting from the exercising of the right to part-time work in accordance with the regulations governing health insurance or the regulations governing parental protection.

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

Article 48
(Change of Contract in Cases of Termination of Employment by the Employer)

If the employer terminates the employment contract on the grounds referred to in the first, second and fourth indents of 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 where a worker temporarily stops working in order to serve a prison sentence or owing to an imposed educational, safety or protective measure or sanction for a minor offence which prevents him from working for six months or less, compulsory or voluntary national military service, substitute civilian service or training for performing tasks in the police reserve, call-up of a contracted member of the Slovenian armed forces reserve to perform peace-time military service and being summoned or posted to perform protection, relief and assistance assignments as a contracted member of the Civil Protection, owing to detention and in other cases laid down by law, collective contract or employment contract, the employment contract shall not cease to have effect and the employer may not terminate it, unless the grounds for extraordinary termination are given, or if the procedure for termination 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 relationship 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 grounds 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. Fixed-term Employment Contract

Article 52
(Fixed-term Employment Contract)

(1) A fixed-term employment contract can be concluded in cases of:

- work which by its nature is of limited duration,
- replacing a temporarily absent worker,
- temporarily increased volume of work,
- employment of a foreigner or person without citizenship who was granted work permit for a definite period, except in case of a personal work permit,
- managerial staff and those executive workers who manage a business field or organisational unit at the employer and are authorised to conclude legal transactions or to make independent personnel and organisational decisions,
- seasonal work,
- a worker who concludes a fixed-term employment contract for the reason of preparation for work, vocational training or advanced study for work and/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 law,
- performance of public works and/or inclusion 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 and/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 federations,
- other cases laid down by law and/or branch collective agreement .

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

Article 53
(Limitation for Concluding Fixed-term Employment Contracts)

(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 fixed-term employment contracts 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) Irrespective of the restriction referred to in the preceding paragraph, in cases referred to in the tenth indent of Article 52 (1) a fixed-term employment contract may be concluded for a period longer than two years, if the project lasts more than two years and if the employment contract is concluded for the entire duration of the project. A branch collective contract shall serve to determine what is deemed to be project work.

(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 Fixed-term Employment Contract)

If a fixed-term employment contract 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 Time)

(1) If a worker carries out seasonal work and/or works under uneven distribution of working time on the basis of the fixed-term employment contract 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 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 regulations 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 during the period of the past 12 months terminated employment contracts to a large number of workers employed with him,
- in cases of workplaces for which the user's risk assessment shows that workers working there are exposed to dangers and risks due to which measures are provided for reducing and/or limiting the time of exposure, and
- in other cases which can be laid down by branch collective agreement, if they ensure greater protection of workers or they are dictated by the requirement for the safety and health of workers.

(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 or 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 performing the same work by 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 bind 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, and/or for the period in which the employer fails to assure work with the user. 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 must inform the employer about all conditions which have to be fulfilled by the worker for the provision of work, and shall submit to the employer the assessment of risk of injuries and health damages.

(2) Before the worker starts working with the user, the employer and the user shall conclude 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 must 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 must 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 must take into account the provisions of this Act, of collective agreements obligating the user, and/or of the user's general acts, with regard to those rights and obligations which are directly related to the performance 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 agreement with 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 is included 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 unemployment insurance.

4. Part-time Employment Contract

Article 64
(Part-time Employment)

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

(2) Part-time 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 relationship as the worker who works full time, and shall exercise these rights and obligations proportionally to the time for which the employment relationship 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, and the right to reimbursement for annual leave in proportion to the working hours for which he has concluded an employment contract, pursuant to Article 131 (5) 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 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 hours stipulated by law.

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

(3) Employers employing the part-time worker shall be obliged 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 in Special Cases)

(1) A worker working part-time pursuant to the regulations on pension and invalidity 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 remuneration according to the actual working obligation and shall have the same rights and obligations arising from employment relationship as the full-time worker, unless otherwise stipulated by this Act.

5. Employment Contract on Home Work

Article 67
(General)

(1) Home work 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) Distance work performed by the worker by means of information technology shall also be deemed to be home work.

(3) 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 performance of the employer's activity.

(4) Before the worker starts working, the employer must inform the labour inspection about the intended organization of home work.

Article 68
(Rights, Obligations and Conditions)

(1) A worker who performs work in his own home or in the premises of his choice by agreement with the employer, shall have the same rights as a worker who works in the premises of the employer, including the right to participate in management and in union organising.

(2) Rights, obligations and conditions which depend on the nature of home work shall be regulated by the employment contract between the employer and the worker.

Article 69
(Employer's Obligations)

(1) The worker shall be entitled to the reimbursement for his own resources used in home work. The level of the reimbursement shall be stipulated by the employment contract between the worker and the employer.

(2) The employer must assure safe working conditions for home work.

Article 70
(Prohibition of Home Work)

The labour inspector shall prohibit the organization or performance of home work if the home work is harmful and/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 home work.

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 management personnel or company secretaries

Article 72
(General)

If a management executive or company secretary enters into an employment contract, irrespective of Article 7 (2) of this Act the parties to the employment contract may make different provisions for the rights, obligations and responsibilities arising from the employment relationship related to:

- conditions and limitations of fixed-term employment contract,
- working hours,
- assurance of breaks and rests,
- remuneration 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 undertaking or a part of the undertaking, executed on the basis of a law, any other regulation, legal transaction, final court decision, merger or division, the employer is changed, the contractual and other rights and obligations arising from employment relationship which on the day of the transfer the workers had with the transferor shall be transferred to the transferee.

(2) The rights and obligations under the collective agreement which bound the transferor shall in the case referred to in the preliminary paragraph be assured by the transferee to workers for at least one year, unless the collective agreement terminates 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 contract, the worker shall have the same rights as if the employment contract was terminated by the employer for

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

(4) The transferor and the transferee shall be jointly liable for damages related to the claims of workers arising prior to the date of the transfer as well as to the claims arising from the termination of the employment contract referred to in the previous paragraph.

(5) If the worker refuses the transfer 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 undertaking to the transferee, after the termination of the validity of this legal transaction, the contractual and other rights and obligations arising from employment relationship of workers shall again be transferred to the transferor or to the new transferee.

Article 74
(Trade Union Information and Consultation)

(1) The transferor and the transferee must at least 30 days prior to the transfer inform the trade unions at the employer about the following:
- the date or the suggested date of transfer,
- the reasons for the transfer,
- the legal, economic and social implications of the transfer for workers, and
- the measures envisaged in relation to workers.

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

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

12. TERMINATION OF EMPLOYMENT CONTRACT

Article 75
(Termination Modes)

The employment contract shall be terminated:
- upon the expiration of the period for which it was concluded,
- upon the death of the worker or the employer-natural person,
- by agreement,
- with an ordinary 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 must, 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 Fixed-term Employment Contract

Article 77
(General)

(1) The fixed-term employment contract shall end without notice upon the expiry of the time for which it was concluded or upon the completion of the agreed work or upon the t cessation of the reason for which the contract was concluded.

(2) The fixed-term employment contract may terminate, 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-Natural Person

Article 78
(General)

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

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

3. Cancellation of employment contract by agreement

Article 79
(General)

(1) The employment contract shall cease to be valid by written agreement between the parties, which agreement shall include a provision on the consequences for the worker owing to the cancellation of the employment contract in exercising rights deriving from unemployment insurance.

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

4. Termination of Employment Contract

A) General

Article 80
(General)

(1) Contractual parties may terminate the employment contract with a period of notice - ordinary 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 ordinarily terminate the employment contract without explanation.

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

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

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

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

Article 82
(Burden of Proof)

(1) If the employment contract is terminated through ordinary procedure by the employer, the burden of proof shall rest on the employer.

(2) In the event of termination through extraordinary procedure, the burden of proof shall rest on the party who is extraordinarily terminating the employment contract.

Article 83
(procedure prior to termination by the employer)

(1) Prior to ordinary termination of the employment contract for reasons of culpability, within 60 days of identifying the infraction and no later than six months after the infraction itself, the employer must call the worker's attention in writing to the fulfilment of

obligations and to the possibility of termination if the worker again violates contractual and other obligations deriving from the employment relationship within one year of the receipt of the written warning, unless otherwise provided by a branch collective agreement, but for no longer than two years.

(2) Prior to ordinary termination for reasons of incapacity or culpability and prior to extraordinary termination of the employment contract, the employer must provide the worker an opportunity to defend himself within a reasonable period of time, which may be no longer than three working days, unless circumstances exist for which reason it would be unjustified to expect the employer to provide the worker with such opportunity, such as in cases where the employer is himself a victim of the infraction, in the event of unsuccessful trial work or if the worker expressly declines this or if without justification he does not respond to the invitation to offer defence.

(3) The written invitation to offer a defence must set out the substantiated reasons for which the employer intends to terminate the employment contract, and the date, time and place of the defence. The employer must deliver the invitation to offer a defence to the worker in accordance with Article 87 of this Act. A union representative or other person authorised by the worker may participate in such defence.

(4) The employer must notify the worker in writing of an intended ordinary termination for business reasons.

Article 84
(Trade Union's Role)

(1) If thus requested by the worker, the employer must inform in writing the trade union, whose member the worker is at the time of the introduction of the procedure, about the intended ordinary or extraordinary termination of the employment contract.

(2) The trade union referred to in the previous paragraph may give its opinion within eight days. If it does not give 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 ordinary 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 the suspension of the effect of the termination of the employment contract due to the given notice, the termination of the contract shall not be effective until the expiration of the term for arbitration and/or judicial protection.

(2) If the worker and the employer reach the agreement to settle the dispute by arbitration, the suspension of the effect of the termination of the employment contract due to the given notice shall be prolonged until the executable arbitrary award 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 termination of the employment contract due to the given notice shall be prolonged until the decision of the court about the proposal for the issue of a temporary injunction is reached.

(4) In the period of the suspension of the effect of the termination of the employment contract due to the given notice until the executable arbitrary award and/or until the court decision about the proposal for the issue of a temporary 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 content of termination notice)

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

(2) In the notice of termination of employment contract, the employer must explain the reason for termination in writing as well as call the worker's attention to legal remedies and his rights arising from unemployment insurance.

Article 87
(Serving the Notice of Termination)

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

(2) The ordinary 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 at the address given in the employment contract, unless the worker has subsequently provided notice in writing of another address.

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

B) Ordinary Termination

a. Reasons for Termination

Article 88
(Reasons for Ordinary Termination)

(1) The reasons for ordinary termination of a worker’s employment contract by the employer are as follows:

- cessation of the need to carry out certain work, under the conditions pursuant to the employment contract, owing to economic, organisational, technological, structural or similar reasons on the employer's side (hereinafter: 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 the conditions for carrying out work provided by laws and other regulations issued on the basis of law, for which reason the worker fails to fulfil or cannot fulfil the contractual or other obligations arising from the employment relationship (hereinafter: reason of incapacity),
- violation of a contractual obligation or other obligation arising from the employment relationship (hereinafter: reason of culpability)
- inability to carry out the work under the conditions set out in the employment contract owing to disability in accordance with the regulations governing pension and disability insurance, or with the regulations governing employment rehabilitation and the employment of disabled persons.

(2) The employer may terminate the worker's employment contract only if there is a substantiated reason referred to in the previous paragraph which prevents the continuation of work under the conditions set out in the employment contract between the worker and the employer.

(3) In the case of terminating the employment contract for reasons of incapacity or for a business reason, the employer must check whether it is possible to employ the worker under changed conditions or in other work, and/or whether it is possible to additionally train the worker for the work he carries out or to retrain the worker for other work. If such possibility exists, the employer must offer the worker a new contract. If the worker refuses the employer's offer to conclude a new employment contract for appropriate work and for an indefinite period of time and his employment relationship terminates, he shall have no right to severance pay pursuant to Article 109 of this Act.

(4) The employer must act in accordance with the preceding paragraph only in the event that the duration of the employment contract which is being terminated, exceeds six months. The obligation referred to in the preceding paragraph shall not apply to smaller employers.

(5) If in the event of termination for business reasons the employer cannot offer the worker a new employment contract pursuant to the third paragraph of this article, starting in the notice period the employer may notify the employment service of the termination of the worker’s employment contract.

(6) The employer must give notice of termination no later than within six months of a substantiated reason arising. In the event of reasons of culpability, the employer must give notice of termination no later than 60 days from identifying the substantiated reason and no later than six months from the substantiated reason arising. If the reasons of culpability on the part of the worker have all the characteristics of a criminal offence, the employer may give notice of termination of the employment contract within 60 days of the employer identifying the substantiated reason of culpability for ordinary termination, and regarding the offender for the entire period in which he may be subject to criminal prosecution.

(7) In the case of termination for reasons of culpability on the part of the worker which have all the characteristics of a criminal offence, the employer may prohibit the worker from carrying out work for the duration of the proceedings. During such period of prohibition on carrying out work, the worker shall be entitled to wage compensation amounting to half of his average wage received in the last three months prior to the instigation of the termination procedure.

Article 89
(Unfounded Reasons for Termination)

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

- temporary absence from work due to the inability for work because of a disease 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 parenthood;
- bringing 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 time;
- participation in trade union activities during the working time in agreement with the employer;
- participation of the worker in a strike organised in accordance with the law;
- candidacy for the function of a worker's representative and the current or past performance of this function;
- change of employer pursuant to Article 73 (1) of this Act;
- race, ethnicity or ethnic origin, skin colour, sex, age, disability, marital status, family obligations, pregnancy, religious and political conviction, national or social origin;
- conclusion of a contract on voluntary performance of military service, a contract on performing military service in the Slovenian armed forces reserve, a contract on service in the Civil Protection and the voluntary participation of citizens in protection and relief in accordance with the law.

Article 90
(Notice of 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 ordinary termination of the employment contract shall be applied.

(2) If the worker accepts the offer from the employer referred to in the preceding paragraph, he must conclude a new employment contract within 15 days of receiving the written offer.

(3) If the worker in the cases referred to in the previous paragraph accepts the offer by the employer for appropriate employment for an indefinite period of time, he shall not be entitled to claim severance pay, but shall retain the right to challenge in court that the reasons for termination are not substantiated. Appropriate employment shall be deemed to be employment for which the required type and the level of education are the same as were required for the performance of work for which the worker had the previous employment contract, and for working hours as were agreed under the previous employment contract, and where the location of the work is not at a distance of more than three hours' travel in both directions by public transport or through transport organised by the employer from the worker's place of residence.

(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 severance pay in the amount agreed with the employer.

Article 90 a
(termination with offer of new employment contract at another employer)

Where the employer terminates the employment contract and during the notice period the employer or employment service offers the worker new, appropriate, employment for an indefinite period pursuant to the third paragraph of the preceding article at another employer and the worker concludes an employment contract, the employer shall not be bound to pay such worker severance pay pursuant to Article 109 of this Act, if the other employer undertakes in the employment contract to include the worker's period of service at both employers in respect of the minimum notice period and right to severance pay.

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 notice period 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 smaller employers by a branch collective agreement.

Article 92
(Minimum Periods of Notice)

(1) If the employment contract is terminated through ordinary procedure by the worker, the period of notice shall be one month. A longer period of notice may be agreed in the employment contract or collective agreement, but it may not exceed three months.

(2) If the employment contract is terminated through ordinary procedure by the employer, with the exception of cases referred to in the third paragraph of this article the 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.

(3) If the employment contract is terminated through ordinary procedure by the employer for reasons of culpability of the worker, the period of notice shall be one month.

(4) The period of service at the employer 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, or later on the day determined by the employer in accordance with the programme of rescuing workers in redundancy.

Article 94
(monetary compensation instead of notice period)

(1) The worker and employer may come to an agreement about adequate monetary compensation in lieu of work or the entire notice period.

(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, for a minimum of two hours per week.

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

Article 96
(Larger Number of Workers)

(1) The employer who establishes that due to business reasons within the period of 30 days the work shall become redundant 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 at least 100 workers, and less than 300 workers,
- at least 30 workers with the employer employing 300 or more workers,

shall be obliged 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 redundant.

Article 97
(Obligation of Trade Union Information and Consultation)

(1) The employer must as soon as possible inform the trade unions at the employer about the reasons for the redundancies, 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 aim of achieving an agreement, the employer must first consult with the trade unions referred to in the previous paragraph about the proposed criteria for the determination of redundant workers, and in relation with the elaboration of the dismissal programme for redundant workers, about the possible ways of avoiding and limiting the number of terminations and about the possible measures for the prevention and mitigation of harmful consequences.

(3) The employer must 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 must inform the Employment Service in writing about the procedure of establishing the redundancies of a larger number of workers, about the performed consultation pursuant to the previous article, about the reasons for the redundancies , 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 must 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 redundancies;
- measures for preventing or limiting to the highest possible degree the termination of workers' employment relationship, where the employer must 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 relationship, such as: the offer for employment with another employer, the assurance of pecuniary aid, 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 and/or qualification for work and the necessary additional skills and capacities,
- working experience,
- job performance,
- years 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 redundant, 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 a disease or injury, due to the care for a family member or for a severely handicapped 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 obliged to deal with and to take into account the potential proposals by the Employment Service regarding the possible measures for preventing or limiting to the highest possible degree the termination of employment relationship of workers and the measures for the mitigation of harmful consequences due to the termination of employment relationship.

(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 they fulfil the conditions for carrying out the work .

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

Article 103
(Bankruptcy, Judicial Liquidation)

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

(2) The receiver in bankruptcy or in liquidation must, prior to terminating the employment contracts to a larger number of workers, fulfil the obligations under Paragraphs 1 and 3 of Article 97 of this Act and consult with 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 person, 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 employer may with a 30-day period of notice terminate the employment contracts of no more than such a number of workers as stipulated by the programme for the termination of employment relationships due to financial reorganisation.

(2) Prior to terminating the employment contracts of a larger number of workers, the employer must fulfil the obligations referred to in Article 97 of this Act.

Article 107
(Right to Severance Pay)

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 severance pay pursuant to Article 109 of this Act.

Article 108
(Other Cases of the Termination of the Employer)

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

(2) Workers whose employment contracts have been terminated pursuant to the preceding paragraph shall have the right to severance pay pursuant to Article 109 of this Act.

(3) 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. Severance Pay

Article 109
(Severance Pay)

(1) The employer who terminates the employment contract due to business reasons or due to the reason of incapacity shall be obliged to pay the worker the severance pay. As the basis for the calculation of the severance pay, 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 severance pay 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 severance pay 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 way of payment, the form and the reduction of the severance pay pursuant to Paragraph 2 of this Article, if due to the payment of the severance pay the existence of a larger number of posts 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 relationship 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 30 days of identifying the reasons for extraordinary termination and no later than six months 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 30 of identifying the reasons for extraordinary termination and regarding the offender for the entire period in which he is subject to criminal prosecution.

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 relationship 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 relationship,
- if for at least five days in succession the worker does not come to work, and does not inform the employer of the reasons for his absence, although he should and could have done so,
- is prohibited by a final judgement to carry out certain works within the employment relationship or if he is pronounced an educational, safety or protection measure or a sanction for a minor offence 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,
- in cases referred to in Article 73 (5) of this Act,
- fails to successfully pass the probation period,
- within five working days after the cessation of the reasons for the suspension of the employment contract, unjustifiably fails to return to work,

- during the period of being absent from work because of disease or injury, fails to respect the instructions of the competent doctor and/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 and/or by the competent medical commission.

(2) In the case referred to in the third indent of the preceding paragraph, the worker's employment contract shall be terminated on the first day of the unjustified absence from work, if he does not return to work up to the service of extraordinary termination.

(3) In the case referred to in the first, second and fourth indents of the first paragraph of this article, 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 performing the work 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 remuneration for work,
- three times successively or within the period of six months, the employer failed to pay him the remuneration pursuant to the legally and/or contractually stipulated term,
- the employer failed to assure the workers' occupational health and safety at work 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 in accordance with Article 6 of this Act,
- the employer failed to assure the protection against sexual and other harassment or bullying at the workplace 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 severance pay, stipulated for the case of ordinary termination of the employment contract for business reasons, and to the

compensation amounting to no less than the level of the lost remuneration during the notice period .

(3) The 30-day deadline referred to in the second paragraph of Article 110 of this Act shall begin to run upon the expiry of the 8-day deadline referred to in the first paragraph of this article where the employer has not fulfilled his obligations under the employment relationship and/or has not eliminated the violations.

D. Special Legal Protection Against the Termination

Article 113
(Workers' Representatives)

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

- to a member of a works council, a workers' representative, a member of a supervisory board representing workers, a workers' representative in the council of an institution 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 contract, except in the case of termination due to business reason he rejects the offered appropriate employment or in the case of termination due to the procedure of the employer's termination.

(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 expiry.

Article 114
(Older Workers)

(1) The employer may not terminate the employment contract of an older worker for business reasons without written consent of such worker, until the worker meets the minimum conditions for acquiring the right to an old-age pension.

(2) The protection pursuant to the previous paragraph shall not apply:

- if the worker has been assured the right to monetary compensation deriving from unemployment insurance up until the fulfilment of the minimum conditions for an old-age pension,
- if the worker has been offered new, appropriate, employment at the employer pursuant to Article 88 (3) of this Act,
- in the event of the instigation of procedures to terminate the employer.

Article 115
(Parents)

(1) The employer may not terminate the employment contract of a female worker during the period of pregnancy and all the time she is breastfeeding, nor may the employer

terminate the employment contract of parents in the period when they are on parental leave in the form of a full absence from work and for another month after taking such leave.

(2) In the period referred to in the previous paragraph, the employment relationship of workers may not be terminated by the employer's termination.

(3) If in announcing a termination or during the notice period the employer is not aware of the pregnancy of the female worker, special legal protection against termination shall apply if the female worker immediately or, in the case of obstacles arising through no fault of her own, immediately after the cessation of such obstacles, but not after the expiry of the notice period, informs the employer of her pregnancy, which shall be proven by submitting a medical certificate.

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

Article 116
(Disabled Persons and Persons Absent From Work Because of Disease)

(1) The employer may terminate the employment contract of a disabled person owing to incapacity to carry out the work under the terms of the employment contract owing to disability and in the event of business reasons in cases and under the conditions laid down in the regulations governing pension and disability insurance or the regulations governing employment rehabilitation and the employment of disabled persons.

(2) In the event of termination of the employment contract of a disabled person for business reasons, those rights of the worker that are not regulated otherwise by special regulations shall be regulated by the provisions of this Act applicable for termination for business reasons.

(3) The employment relationship of the worker whose employment contract is terminated for a business reason or for the reason of incapacity and who is, upon the expiry of the period of notice absent from work due to the temporary incapacity for work because of a disease or injury, shall be terminated on the day the worker returns to work or should return to work, and no later than upon the termination of six months after the expiry of the period of notice.

(4) The protection pursuant to the previous three paragraphs shall not apply in the cases of introducing the proceedings for the termination of the employer.

Article 117
(Multiple Legal Protection Against Termination)

If to an individual worker, due to his status, multiple legal protection against the termination are assured, the stronger legal protection 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) Where the court determines that the employer's termination is illegal but that the worker does not wish to continue the employment relationship, the court shall upon the worker's proposal establish the duration of the employment relationship, but not beyond a ruling of the court of first instance, it shall recognise the worker's period of service and other rights arising from the employment relationship, and shall grant the worker adequate monetary compensation in the maximum amount of 18 months of the worker’s wage paid in the last three months prior to termination of the employment contract.

(2) If, taking into account the circumstances and the interest of both contractual parties, the court establishes that the continuation of the employment relationship 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 fix the date of the termination of employment relationship 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 Expiry 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 a foreigner or a person without citizenship shall pursuant to the law itself cease to be valid on the day of the expiry of the work permit.

(3) The employment contract shall also cease to be valid pursuant to the law itself in cases where under the regulations governing bankruptcy proceedings, no bankruptcy administrator has been appointed, such cessation taking effect on the day of entry of the court decision winding up the bankruptcy proceedings in the court register.

III. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES ARISING FROM EMPLOYMENT RELATIONSHIP

1. SERVING OF TRAINEESHIP

Article 120
(General)

(1) A law or branch collective agreement may provide that a person who starts to carry out work appropriate to the type and level of his professional qualification for the first time, concludes an employment contract as a trainee in order to gain ability to carry out his job independently.

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

Article 121
(Duration of Traineeship)

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

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

(3) The duration of traineeship 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 traineeship can be reduced on the proposal of the trainer but only up to one half of the initially determined period.

Article 122
(Realisation of Traineeship)

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

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

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

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

During traineeship the employer may not terminate the trainee’s employment contract, except if there are reasons for an extraordinary termination of contract or in the case of introduction of proceedings for termination of the employer or compulsory composition.

Article 124
(Voluntary Traineeship)

(1) If, pursuant to a special law, the traineeship is served without concluding an employment contract between the worker and the employer, i.e. voluntary traineeship, the provisions of this Act on the duration and realisation of traineeship, limitation of working time, breaks and rests, liability for damages and safety and health at work shall apply to the trainee in accordance with the special law.

(2) The contract of the voluntary serving of a traineeship 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 give notice with a notice period of seven days.

(4) Where the employer determines upon the expiry of the probation period that the worker has not successfully completed the probation, the employer may extraordinarily terminate the worker's employment contract.

(5) During the probation, the employer may not terminate the worker's employment contract, except there are reasons for an extraordinary termination of the contract or in the case of introduction of proceedings for termination 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 wage, which must always be paid in cash, and eventual other types of remuneration, if they are laid down in the collective agreement. As regards the wage, the employer must take account of the minimum laid down by law and/or collective agreement, which binds him directly.

(2) A wage is composed of the basic wage, part of the wage for job performance and extra payments. A constituent element of the wage 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 remuneration as if he was working.

Article 127
(Basic Wage, Job Performance, Extra Payments)

(1) The basic wage 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) Extra payments shall be laid down for special working conditions related to the distribution of working time, i.e. for night work, overtime, Sunday work and work on statutory holidays and free days. Extra payments for special working conditions related to special burdens at work, unfavourable environmental influences and danger at work which are not included in the difficulty of work, can be laid down by collective agreement.

(4) The amount of extra payments referred to in the preceding paragraph may be laid down in a collective agreement as a nominal amount or as a percentage of the basic wage for full-time work and/or of the appropriate hourly rate.

Article 128
(Amount of Extra Payments)

(1) The worker is entitled to extra payments for special working conditions related to the distribution of working time for:
- night work,
- overtime work,
- Sunday work
- work on statutory holidays and free days.

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

(3) Extra payments for Sunday work and extra payments for work on statutory holidays shall preclude each other.

(4) Extra payments shall be calculated only for the time during which the worker has performed work under conditions due to which he is entitled to extra payment.

Article 129
(Extra payment for Years of Service)

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

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

Article 130
(Reimbursement of Expenses Related to Work)

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

(2) If the amount of reimbursement of expenses 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 must 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 take a proportional part of annual leave, he shall only be entitled to a proportional part of the holiday allowance.

(5) If the worker has an employment contract for part-time work, he shall have the right to holiday allowance in proportion to the working hours for which he has concluded the employment contract, except in cases where the worker is employed part-time pursuant to Article 66 of this Act.

Article 132
(Retirement Severance Pay)

(1) Where the worker retires, upon termination of the employment contract he shall be entitled to severance pay in the amount of two average monthly wages in the Republic of Slovenia for the past three months or in the amount of two average monthly wages of the worker for the past three months, where this is more favourable for the worker. The employer may pay such severance pay as a charge on special insurance.

(2) If the worker is re-employed following retirement, upon termination of the employment contract he shall have no right to severance pay pursuant to the preceding paragraph.

(3) If the worker takes partial retirement, at the employer with whom his employment contract has been terminated and a new contract for part-time work has been concluded, he shall have the right to severance pay in a proportionate amount.

(4) In the event of retirement, a worker employed part-time shall have the right to severance pay in proportion to the working hours for which the employment contract has been concluded, except in cases where the worker is employed part-time in accordance with Article 66 of this Act.

(5) The worker shall not be entitled to severance pay referred to in the first paragraph of this article if he has the right to severance pay pursuant to Article 109 and if the employer has financed the purchase of years of service for the worker concerned. The worker shall be entitled to the payment of the difference, if the amount of severance pay pursuant to Article 109 and/or the amount required for purchase of years of service is lower than the amount of severance pay referred to in the first paragraph of this article.

Article 133
(Equal Remuneration of Women and Men)

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

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

Article 134
(Day of Payment)

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

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

(3) If the day of payment is a holiday, the wage 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 Wage)

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

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

(3) Upon each payment of the wage and until 31 January of the new calendar year, the employer shall be obliged to issue the worker with a written wage slip and wage compensation statement for the payment interval and/or the 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 wage.

Article 136
(Withholding and Settlement of the Payment of Wage)

(1) The employer can withhold the payment of wage 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 set off 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 perform his work due to reasons on the side of the employer.

(2) The employer shall be 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 perform his work due to reasons on the side of the employer.

(3) The employer shall pay wage compensation from his own funds in cases of the worker's incapacity to work due to a disease or injury which is not related to work for the period 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 incapacity to work due to an occupational disease or injury at work, the employer shall pay the worker wage compensation from own funds for the period 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 disease 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 institution 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 otherwise provided by this or another act or a regulation issued on the basis thereof, the worker shall be entitled to wage compensation in the amount of his average monthly full-time wage during the previous three months and/or during the period he worked in the previous three months prior to the start of absence. If during the period of employment in the previous three months the worker did not work and received wage compensation for the entire period, the basis for such compensation shall be equal to the basis for wage compensation in the previous three months prior to the start of absence. If in the entire period of the previous three months the worker did not receive even a single monthly wage, he shall be entitled to wage compensation in the amount of the basic wage set out in the employment contract. The amount of wage compensation may not exceed the amount of pay which the worker would receive if he had worked.

(8) In case of the worker's absence from work due to a disease 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 wage in the previous month for full-time work.

(9) The employer shall be obliged to pay the worker wage compensation for the days and for the number of hours that correspond to the worker's working hours 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 may participate in profit-sharing in accordance with the law.

Article 140
(remuneration of trainees)

(1) Trainees and workers undergoing training or job induction, shall be entitled to a basic wage in the amount of 70% of the basic wage which they would receive as a worker in the job or in the type of work for which they are training.

(2) The wage of trainees and workers undergoing training or job induction 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 mean the effective working time and the rest 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 and/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 Working Hours)

(1) Full working hours shall not exceed 40 hours a week.

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

(3) The law or other regulation in accordance with the law or collective agreement may provide for full working hours of less than 36 hours per week for jobs where there is a grater risk of injury or damage to health.

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

Article 143
(Overtime Work)

(1) Upon the employer's request, the worker shall be obliged to perform work exceeding full working hours - overtime work:

- in cases of an exceptionally increased amount of work,
- if continuation of work and production process is required in order to prevent material damage or threat to the life and health of people,
- if this is necessary to avert damage to work equipment that would otherwise result in suspension of work,
- if this is necessary in order to ensure the safety of people and property and the safety of traffic,
- in other exceptional, urgent and unforeseen cases provided by the law or by the branch collective agreement.

(2) The employer must order overtime work according to the previous paragraph in writing, as a rule, prior to the commencement 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 commencement of the work, the overtime work may also be ordered orally. In such a case, the written order shall be handed over to the worker subsequently, but no later than by the end of the working week after the completion of the overtime work.

(3) Overtime work may not exceed eight hours a week, 20 hours a month and 170 hours a year. A working day may not exceed ten hours. Daily, weekly and monthly time limitation may be regarded as an average limitation over the period stipulated by the law or a collective agreement and may not exceed six months.

(4) In agreement with the worker, overtime work may exceed the annual limit given in the preceding paragraph, but in a maximum total of 230 hours a year. In each case of overtime work ordered in excess of 170 hours a year, the employer must obtain the written consent of the worker.

(5) In the event of the worker declining the written consent referred to in the preceding paragraph, the worker may not be exposed to unfavourable consequences in the employment relationship.

Article 144
(Additional Work in Cases of Natural or Other Disasters)

The worker shall be obliged to perform work exceeding full working hours or agreed part-time work in accordance with the employment contract or other work related to the elimination or prevention of consequences of natural or other disasters or when this disaster is directly expected. Such work may last as long as it is necessary to rescue human lives, protect health of people, or prevent material damage.

Article 145
(Prohibition of Working Overtime)

(1) Overtime work according to Article 143 of this Act may not be imposed if the work can be performed within full working hours by means of the appropriate 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 male worker and a female worker in accordance with the provisions of this Act because of protecting them during pregnancy and parenthood (Article 190),
- on an older worker (Article 203),
- on a worker under the age of 18,
- on a worker, whose health condition, in the written opinion of an authorised physician formulated taking into account the opinion of the personal physician, could deteriorate as a result of such work,
- on a worker, whose full working hours of less than 36 hours a week due to work which involves higher risks of injuries or damages to health in accordance with Article 142 of this Act,
- on a worker, who works part-time in accordance with the regulations on pension and invalidity 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, by whom the worker is employed full time, provided that this involves carrying out work in occupations that according to the data of the Employment Service suffer from the deficiency of workers or carrying out of educational, cultural, artistic, and research works.

(2) Determination of the manner of exercising the rights and obligations arising from this employment relationship with regard to the rights and obligations of the worker with the employers, where he is employed full time, is an obligatory component element 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 the collective agreement.

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

(3) If during the employment relationship the worker proposes a different allocation of working time in order to coordinate family and professional life, the employer must provide the worker with a written substantiation of his decision, taking into account the needs of the working process.

(4) The employer must 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.

(5) In case of even distribution, full working hours may not be distributed to less than four days in a week.

(6) 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 hours, the working time may not exceed 56 hours a week.

(7) In the case of uneven distribution and temporary redistribution of working time full working hours as an average work obligation during the balancing-out time period that does not exceed six months, shall have to be taken into account.

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

Article 148
(Calculation 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 relationship during a calendar year accumulates more working hours than are provided for a full working hours, may, upon his request, have his surplus hours converted into full-time working days.

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

5. NIGHT WORK

Article 149
(Night Work)

(1) Night work shall mean work between 11 p.m. and 6 a.m. of the following day. If a distribution of working time provides for a night shift, the night work shall mean eight uninterrupted hours between 10 p.m. and 7 a.m. of the following day.

(2) On the request of the labour inspectorate the employer must provide information on night work performed by workers, especially the number of workers performing work at night for more than a third of their working time, on the number of workers who work at night in a position where risk assessment indicates a greater danger of injury or health impairment, on the number of workers who work at night divided up by sex and on the time definition of night shifts.

Article 150
(The Rights of Workers Performing Night Work)

(1) A worker, who works at night at least three hours of his daily working time, and/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 deteriorate the worker's health , the employer shall be obliged to transfer him to a suitable day work .

(3) The employer must ensure the night workers the following:
- longer annual leave,
- suitable food during the work,

- professional conduct of the working and/or the production process.

(4) If the work, organised in shifts, includes a night shift, the employer is obliged to assure the periodical rotation 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 to night work if the transport to and from the work is not organised for a worker.

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 performs a work, when according to the risk assessment there is a higher risk of injuries or damage to health, may not exceed eight hours a day.

Article 152
(Consultation with the Trade Union)

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 must consult with trade unions at the employer on the determination of the time considered as night work, on the forms of organisation of night work, 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 or construction may assign female workers to night work only in the following cases:
- if they are members of his family,
- if they carry out work of a managerial character or conduct work units or carry out work related to the provision of safety, health, or social protection 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 must notify the competent labour inspector of such work within 24 hours after its introduction,
- if such work has previously been assessed as being in the national interest and exploitation approved by the minister responsible for labour.

(2) Due to a better exploitation of work equipment, the 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 approval of the minister responsible for labour:
1. in a specific activity or occupation on condition that this was agreed or approved by the representative trade union and the employers' association;

2. at one or several employers not included in the decision referred to in Point 1 of this paragraph provided that:
   - an agreement has been concluded between the trade unions at 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. at a specific employer not included in the decision referred to in Point 1 of this paragraph nor the agreement under Point 2 of this paragraph has been concluded on condition that:
   - an opinion is required from the trade unions at the employer, the representative trade union, and the employers' association,
   - that the labour inspector has previously verified the fulfilment of the conditions for the introduction of the night work.

(3) The minister responsible for labour shall approve the night work of female workers in case referred to in Point 3 of the previous paragraph for a period of not more than one calendar year. The minister responsible for labour shall withdraw the approval concerning the night work of female workers according to the previous paragraph when the conditions, on the basis of which the approval 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, but at least for 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 length of daily working time.

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

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

Article 155
(Daily Rest between Two Successive Working Days)

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

(2) A worker who works in uneven distribution or temporarily redistributed working time shall have the right to a daily rest of at least 11 hours within a period of 24 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)

In the employment contract, irrespective of the provisions of this Act, the worker and employer may make different provisions for working hours, night work, breaks, and daily and weekly rest, where this involves an employment contract with:
- managerial staff or company secretaries,
- executive staff referred to in the fifth indent of Article 52 (1) of this Act,
- home workers,

if the working time cannot be allocated in advance and/or if the worker can allocate his working time independently 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 is to be regarded as an average limitation within the period that is longer than four but not longer than six months.

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

(3) In the activities and/or for the positions, type of work or occupations in cases referred to in Paragraph 4 of this Article, the law or branch collective agreements may stipulate that the average minimum daily and weekly rests as laid down by law shall be assured within 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 and/or with regard to the positions, type of work or occupations in the following cases:
- when the nature of work requires permanent presence, or
- when the nature of activity requires continuous provision of work or services, or
- when uneven or increased volume of work is foreseen.

(5) A branch collective agreement may stipulate that in cases, when this is required by objective or technical reasons or work organisation reasons, full working hours according to Paragraph 6 of Article 147 shall be taken into account as an average work obligation within 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 may 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 within week in respect of an individual worker.

(2) An older worker, a disabled person, a worker with at least 60 % physical impairment, 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) The employer shall be obliged to inform workers in writing no later than by 31 March of the allocation of annual leave for the current calendar year.

(3) 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.

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

(5) As a day of annual leave shall be considered every working day, which is according to the distribution of working time at an employer for an individual worker determined a working day.

Article 161
(Acquisition of the Right to Annual Leave)

A worker shall acquire the right to the entire annual leave after an uninterrupted period of service, which may not exceed six months, 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 be entitled to 1/12 of annual leave for every month of service in an individual calendar year provided that:
- he has not acquired the entitlement to the entire annual leave in the calendar year in which he entered the employment relationship,
- his employment relationship has terminated prior to the qualifying period, upon which he would acquire the entitlement to entire annual leave,
- his employment relationship in a current calendar year has terminated before 1 July.

(2) If during the calendar year the worker concludes an employment contract with another employer, each employer shall be bound to assure for such worker an amount of leave proportionate to the duration of the worker's employment at the individual employer in the current calendar year, unless the worker and employer agree otherwise.

(3) 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 take the annual leave in several parts, whereby one part shall consist of at least two weeks.

(2) An employer shall be obliged to assure that the worker takes his annual leave by the end of the current calendar year, and the worker shall be obliged to take 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 take the remainder of annual leave, which has not been taken in the current calendar year owing to absence due to disease 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's length of a period of service is less than six months in the calendar year, in which his annual leave was fixed, he shall have the right to take his annual leave in accordance with the previous paragraph.

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

Article 164
(certificate of annual leave taken)

On the termination of the employment relationship, the employer shall be obliged to provide the worker with a certificate of annual leave taken.

Article 165
(Manner of Annual Leave Use)

(1) The annual leave shall be taken in such a way that it takes into account the work requirements, the worker's opportunities for rest and recreation, and the worker's family obligations.

(2) The parents of school-age children shall have the right to take at least a week of annual leave during the school holidays.

(3) A worker shall have the right to take one day of his annual leave on the day, which he determines himself. However, he must notify it to the employer not later than three days prior the use. The employer may not deny to the worker this right unless this would seriously harm the working process.

(4) The employer may block the worker from taking annual leave pursuant to the second and third paragraphs of this article if the absence of the worker would seriously threaten the working process.

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

A statement, with which a worker would relinquish his right to annual leave, shall be invalid. An agreement concluded between a worker and an employer relating to the compensation for the unused annual leave shall also be invalid unless concluded upon the termination of employment relationship.

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 equalised to matrimony , 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 on public holidays of the Republic of Slovenia, specified as work-free days, and on other work-free days defined as such by the law.

(2) The worker's right referred to in the previous paragraph may be restricted only in cases when the work and/or production process has carried out uninterruptedly or when the nature of work requires the performance of work also on public holidays.

Article 169
(Absence from Work due to Health Reasons)

(1) A worker shall be entitled to absence from work in cases of a temporary incapacity for work due to a disease 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 the worker a wage compensation to the debit of health insurance.

Article 170
(Absence from Work due to Performance of a Function or Obligations According to Special Statutes)

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 direct national or local elections, in elections to the National Council of the Republic of Slovenia, a function and/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 perform defence duties, military duties including training in the contracted Slovenian armed forces reserve, and the duties of protection, relief and assistance in accordance with the law, except in the event of being called up to compulsory or voluntary national military service, performing substitute civilian service or training for performing assignments in the police reserve, being called up as a contracted member of the Slovenian armed forces reserve to perform peacetime military service and being called upon or posted to perform tasks of protection, relief and assistance as a contracted member of the Civil Protection, or who has without culpability been 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 continuing education, advanced training and training in accordance with the requirements of the working process with the purpose of maintaining and/or expanding the capability to perform work pursuant to the employment contract, job retention and increasing employability.

(2) An employer shall be obliged to provide education, advanced training and training of workers if so required by the needs of the working process, or if the education, advanced training or training may prevent the termination of the employment contract due to incapacity or business reasons. In accordance with the needs of education, advanced training and 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 and/or a collective agreement.

Article 173
(The Right to Absence from Work due to Education)

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

(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 sanctions, such as a fine or deprivation of advantages, if such sanctions are laid down in the branch collective agreement.

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

(3) The decision of the employer imposing a monetary penalty and against which the worker has not requested arbitration or judicial protection shall be final and enforceable.

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 must serve the worker with a written charge and determine the time and place, where the worker may put up his defence.

(2) The employer must 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 must allow the worker to offer a defence unless the worker explicitly refuses it or unjustifiably does not respond to the invitation to defence. A union representative or other person authorised by the worker may participate in such defence.

Article 178
(Selection of a Disciplinary Sanction)

When selecting a disciplinary sanction, the employer must take into account the level of fault, 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 must notify in writing the trade union, whose member the worker is at the time of the introduction of a disciplinary procedure, about the introduction of this procedure and the violation.

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

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

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, as a rule on the employer's premises and/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 offender were identified and/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 asses 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 or 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 remedy 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 civil law rules.

(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 relationship.

Article 185
(Lump-Sum Compensation)

Where the establishing of the amount of the actual damage would cause disproportionate costs, the damage may be assessed in a lump-sum amount set out in the collective agreement, except in cases from Article 6 (7) and Article 45 (3) of this Act.

IV. PROTECTION OF CERTAIN CATEGORIES OF WORKERS

1. PROTECTION OF WOMEN

Article 186
(Prohibition of Carrying Out Underground Work)

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

(2) The provision of the previous paragraph shall not apply to female workers:
- who are in managerial position and/or conduct work units and are authorised to make their own decisions,
- who have to spend a certain period 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 perform non-manual work.

2. PROTECTION OF WORKERS DUE TO PREGNANCY AND PARENTHOOD

Article 187
(General)

(1) Workers shall have the right to special protection in employment relationship 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 must enable workers to easily reconcile of their family and employment responsibilities.

Article 188
(Protection of Data Related to Pregnancy)

For the time of duration of the employment relationship, 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 or her child's health due to the exposure to risk factors and working conditions, which shall be defined in an executive regulation.

(2) Should a female worker during pregnancy and throughout the 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 must take appropriate measures in order to temporarily adjust the working conditions or the working time if the risk assessment indicates the 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 or her child's health, the employer must ensure the worker other appropriate work and a wage equivalent to her previous position should this be more favourable to her.

(4) Should the employer not ensure the worker other appropriate work in accordance with the previous paragraph, he must 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 responsible for labour in agreement with the minister responsible for 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 and/or throughout the breast-feeding period if the risk assessment of such work indicates risk to her and her child's health.

(3) One of the employed parents of a child under seven or a child who is severely ill or of a severely physically or mentally disabled child living alone with a child and caring for the child may be asked to work overtime or at night only upon his prior 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 because of applying parental leave provided by the law.

(2) The worker shall be obliged to inform the employer on the beginning and the way 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 applies 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 relationship.

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 work,
- work which is objectively beyond his physical and psychological capacity,
- work involving harmful exposure to agents which are toxic and carcinogenic and cause heritable genetic damage, or harm to the unborn child or which in any other way chronically affect human health,
- work involving harmful exposure to radiation,
- work involving risk of accidents which a young person is not able to recognise or avoid owing his insufficient attention to safety or lack of experience or training,
- work involving risk to health from extreme cold, heat, noise or vibrations,

and which shall be determined in more detail by an executive regulation.

(2) A worker under the age of 18 may also not be imposed to undertake work, involving exposure to risk factors and procedures, and work, which shall be set forth in more detail in an executive regulation, if the risk assessment shows that such work involves risk to the worker's safety, health and development.

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

(4) The executive regulation referred to in the previous two paragraphs shall be issued by the minister responsible for labour in agreement with the minister responsible for 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 exceptionally be imposed 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 work.

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

(4) Should a worker under the age of 18 work at night, the employer must ensure the worker a suitable rest over 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 who do not have 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 invalidity insurance.

Article 200
(The Rights of Disabled Workers)

An employer must ensure a worker, with whom remaining capacity for work has been ascertained, the following:
- another work corresponding 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 invalidity 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 may conclude an employment contract or shall have the right to begin part-time work at the same or other suitable position if he has partially retired.

Article 203
(Restriction of Overtime and Night Work)

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

V. ENFORCEMENT AND PROTECTION OF RIGHTS, OBLIGATIONS AND RESPONSIBILITIES ARISING FROM EMPLOYMENT RELATIONSHIP

Article 204
(Enforcement 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 relationship or that he violates any of his rights arising from employment relationship, he shall have the right to request in writing that the employer abolish the violation and/or fulfils his obligations.

(2) Should the employer not fulfil his obligation arising from the employment relationship and/or not abolish 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 obligations and/ or abolishment of violation by the employer.

(3) A worker may request the establishment of illegality of termination of the employment contract, of other modes of termination of the employment contract, and/or of 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) An applicant, 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)

(1) A collective agreement may stipulate an arbitration 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.

(2) Where a collective agreement which is binding on the employer and the worker envisages the settling of individual labour disputes by arbitration, the worker and the employer may agree on the settlement of a dispute by arbitration not later than within 30 days of the expiry of the time limit for the fulfilment of obligations or elimination of the violation by the employer.

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

(4) Should the arbitration not reach a decision within the time limit stipulated in the collective agreement, however, not later than within 90 days, a worker may within the following 30 days request judicial protection before the labour court.

Article 206
(Lapse of Claims)

Claims arising from employment relationship shall lapse within the period of five years.

VI. ACTIVITY AND PROTECTION OF TRADE UNION REPRESENTATIVES

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

An employer must grant 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 grant the trade union access to information as may be necessary for the exercise of trade union activities.

Article 208
(Trade Union Representative)

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

(2) A trade union must inform the employer on appointment and/or election of a trade union representative.

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

(4) A trade union representative must carry out trade union activity in the time and manner which shall not diminish the efficient operation of the employer.

Article 209
(Protection of Trade Union Representative in Case of a Transfer)

(1) In case of a change of an employer, a trade union representative shall keep his status provided that with the employer-transferee the conditions for his designation are fulfilled in accordance with the collective agreement.

(2) The previous paragraph shall not apply if the conditions necessary for the reappointment of a trade union representative are fulfilled.

(3) A trade union representative, whose term of office expires due to a transfer, shall enjoy the protection in accordance with Article 210 of this Act for another year after the termination of office of the representative.

Article 210
(Protection of a Trade Union Representative and a Trade Union Membership Fee)

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

(2) Trade union representative referred to in the previous paragraph shall enjoy protection against the reduction of his wage or the introduction of disciplinary or damage proceedings or being treated less favourably or subordinately on the basis of his trade union activities.

(3) Upon the request of the trade union and in compliance with the regulation of the trade union the worker is a member of, the employer shall ensure the technical execution of settlement and payment of a trade union membership fee for the worker concerned.

VII. SPECIAL PROVISIONS

1. WORK ABROAD AND THE POSITION OF WORKERS POSTED TO PERFORM WORK IN THE TERRITORY OF REPUBLIC OF SLOVENIA

Article 211
(General)

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

(2) A worker may refuse the posting abroad provided that there exist justified 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 his education and protection,
- disability,
- health reasons,
- other reasons provided by the employment contract and/or the collective agreement, which are 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 performs abroad.

Article 212
(Employment Contract on Work Abroad)

(1) If a worker has been posted to perform work 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 amount of wage and the currency, in which it shall be paid,
- additional insurance for health services abroad,
- other incomes in cash and kind, to which the worker is entitled during his working abroad, and the conditions of return to his native country.

(2) Instead of the provisions referred to in indents 4, 5 and 6 of the previous paragraph, the employment contract may refer to another act, regulation or a collective agreement regulating this issue.

Article 213
(The Position of Posted Workers)

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

(2) An employer must 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 branch 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 initial works, which are an integral part of the contract for the supply of goods, which do not exceed eight working days and are carried out by skilled 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) The provision of the second paragraph of this article shall not apply in that part relating to wages if the performance of temporary work by posted workers does not exceed one month in an individual calendar year.

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

(6) The Employment Service shall monitor and inform on the terms and 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, SECONDARY-SCHOOL AND UNIVERSITY STUDENTS

Article 214
(Work of Children under the Age of 15, Apprentices, Secondary-school and University Students)

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

(2) A child under the age of 15 may exceptionally participate against remuneration 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 light 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, are not harmful to his safety, health, morals, education and development. The types of light works shall be defined by an executive regulation.

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

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

(6) Apprentices, secondary-school and university students, who have reached 14 years of age, may perform practical education within the framework of educational programmes with the employer.

(7) In cases referred to in Paragraphs 2, 3 and 6 of this Article, in cases of occasional or temporary work of secondary-school and university students and voluntary traineeship, the provisions of this Act on the prohibition of discrimination, equal treatment of men and women, working time, breaks and rests, special protection of workers under the age of 18 and liability for damages shall apply.

Article 215
(Apprentices)

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

(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 damages (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 Secondary-school and University Students)

(1) Secondary-school students, who have reached 15 years of age, and university 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 secondary-school and university students in accordance with the regulations in the domain of employment.

(2) As temporary or occasional work in accordance with the previous paragraph, a secondary-school or university student may also carry out work at a working place with an individual employer, however, for not more 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 light 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 of daily rest.

3. EMPLOYMENT CONTRACT FOR SEAFARERS

Article 218
(Registration of Employment Contract)

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

(2) The minister responsible for maritime affairs in agreement with the minister responsible for 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 on vessel may be concluded with persons having reached 16 years of age.

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 vessel 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 seafarer may exceptionally take 86 hours a month.

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

(3) Daily rest of a seafarer 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 – seafarer under the age of 18 may not work at night between 10 p.m. and 7 a.m. of the following days, except in cases of practical education within the framework of educational programmes.

Article 223
(Annual Leave)

If so provided by a collective agreement, workers – seafarers 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 BOOKLET

Article 224
(General)

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

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

(3) The minister responsible for labour shall lay down the contents and the form of an employment booklet, the procedure of issuing an employment booklet, the method of recording the data, the procedure of exchange the employment booklet, and keeping of record of issued employment booklets.

Article 225
(Application for Issuance of an Employment Booklet and the Record of Issued Employment Booklets)

(1) An employment booklet shall be issued upon application for its issue and the submitted required evidence.

(2) An application for issue of an employment booklet 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 and/or temporary residence;
- nationality;
- registered office of the employer, with whom the employment contract is to be concluded;
- date and place of filing the application.

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

(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 booklets shall contain also the following:
- a record number (entered in the employment booklet as a registration number);
- the date of issue of the employment booklet;
- a serial number of the employment booklet;
- the administrative unit, which issued the employment booklet;
- the data on lost, missed, stolen, damaged or filled employment booklets, and

- the data on issue of a new employment booklet.

(5) The data from the record of issued employment booklets shall be used by:
- authorised official persons in the ministry responsible for labour, in the labour inspection 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 must submit his employment booklet to the employer at the conclusion of the employment contract.

(2) The employer must give the worker a written acknowledgement of receipt of the employment booklet.

(3) The employer shall keep the worker's employment booklet for the time of duration of the employment relationship, however, he must 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 booklet in accordance with the executive regulation referred to in Paragraph 3 of Article 224 of this Act.

(5) The employer must immediately upon the expiry of the employment contract return the employment booklet to the worker against an acknowledgement of the receipt.

(6) If the employer cannot deliver the employment booklet to the worker within 30 days from the termination of the employment contract, he shall forward it to the competent 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 booklet.

VIII. INSPECTION AND SUPERVISION

Article 227
(General)

(1) Inspection supervision of the implementation of the provisions of this Act, implementing regulations, collective agreements and the general acts of employers governing labour relations, shall be performed by the labour inspectorate in accordance with the regulations governing inspection supervision.

(2) Irrespective of the preceding paragraph, after performing inspection supervision a labour inspector shall have the right and duty to issue a decision ordering an employer to ensure the implementation of the law in cases of violations of the provisions of the second paragraph of Article 20, Article 28, the first paragraph of Article 142, third paragraph of Article 143, Articles 145, 147, 150, 151, 154, 155, 156, 159, 189 and 190, the first paragraph of Article 193, Articles 195, 196, 197, 198, 203, 214, 215 and 217, and the third, fourth and fifth paragraphs of Article 226 of this Act.

(3) Irrespective of the first paragraph of this article, in order to prevent arbitrary conduct and irreparable damage, the labour inspector may block the termination of an employment contract owing to a notice period up until the expiry of the deadline for arbitration or judicial protection, or up until an enforceable arbitration decision, or if the worker in judicial proceedings demands the issuing of a temporary ruling no later than upon the filing of the action, up until the decision of the court on the proposed issuing of the temporary ruling.

Article 228
(Mediation in a Dispute between a Worker and an Employer)

(1) Should the employer not fulfil his obligations arising from employment relationship and/or not abolish the violation within eight working days from the receipt of worker's written request, the worker and/or the employer may propose the settlement of the dispute by the mediation of a labour inspector.

(2) If the mediation has been proposed 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 award on the point in dispute and/or until the decision of the first-instance court on the point in dispute.

(5) The agreement on the settlement of the point in dispute between the worker and the employer may not be contrary to the morals or compulsory regulations.

(6) An agreement on the settlement of a dispute between the worker and employer which has been concluded in accordance with the law shall be final and enforceable.

IX. PENAL PROVISIONS

Article 229

(1) A fine of 3,000 to 20,000 euros shall be imposed on a legal person employer, sole trader or individual performing independent business activity, who:

1. places a job seeker or worker in an unequal position (Article 6);
2. has a worker perform work for him on the basis of a civil law contract in contravention of paragraph 2 of Article 11 of this Act;
3. concludes an employment contract with a person under the age of 15 (Article 19);
4. concludes an employment contract with a person who does not meet the conditions for carrying out the work (Article 20), unless he concludes an employment contract in accordance with paragraph 3 of Article 20 of this Act;
5. publishes a vacancy contrary to Article 25 of this Act;
6. acts contrary to Article 26 of this Act in concluding an employment contract;
7. has not provided protection against sexual and other harassment or bullying in accordance with paragraph 1 of Article 45 of this Act;

8. concludes a fixed-term employment contract outside the cases referred to in paragraph 1 of Article 52 of this Act;
9. concludes one or more successive fixed-term employment contracts in contravention of Article 53 of this Act;
10. does not take into account the consequences referred to in Article 54 of this Act in respect of an illegally concluded fixed-term employment contract;
11. assigns workers to work for another user in contravention of paragraph 2 of Article 57 of this Act;
12. provides the services of a worker for a user in contravention of Article 59 of this Act;
13. does not ensure rights for workers pursuant to paragraph 2 of Article 73 of this Act;
14. does not inform the trade union in writing of the intended ordinary or extraordinary termination of a worker’s employment contract (Paragraph 1 of Article 84);
15. does not express in writing the ordinary or extraordinary termination of the employment contract (Article 86) or does not serve on the worker the ordinary or extraordinary notice of termination of the employment contract in accordance with Article 87 of this Act;
16. terminates an employment contract contrary to the provisions of Article 83 and paragraphs 3, 4 and 6 of Article 88;
17. carries out the procedure of giving notice to a large number of workers for business reasons contrary to the provisions of Articles 96, 97, 98, 99, 100 and 101 of this Act;
18. extraordinarily terminates an employment contract contrary to paragraph 2 of Article 110;
19. terminates a worker's employment contract contrary to the provisions of Articles 113, 114, 115 and 116 of this Act;
20. does not take into account the minimum wage provided by a special act and/or the collective agreement, which is directly binding on the employer, in setting the worker's wage (paragraph 1 of Article 126);
21. does not ensure for posted workers who carry out work for a limited period in the Republic of Slovenia, the rights referred to in paragraph 2 of Article 213 of this Act;
22. enables the work of children under the age of 15, apprentices, secondary-school and university students in contravention of Articles 214, 215 and 217 of this Act.

(2) A fine of 1,500 to 8,000 euros shall be imposed on a smaller legal person employer, sole trader or individual performing independent business activity, who commits an offence referred to in the preceding paragraph.

(3) A fine of 450 to 1,200 euros shall be imposed on an individual employer who commits an offence referred to in the first paragraph of this article.

(4) A fine of 450 to 2,000 euros shall also be imposed on the responsible person of a legal person employer and on the responsible person in a state body or self-governing local community, who commits an offence referred to in the first paragraph of this Article.

Article 230

(1) A fine of 1,500 to 4,000 euros shall be imposed on a legal person employer, sole trader or individual performing independent business activity, who:
1. does not inform the expert or expert department of fixed-term employees and of temporary workers in accordance with paragraph 2 of Article 43 of this Act;

2. orders a worker who works part-time to work beyond the agreed working time contrary to paragraph 6 of Article 64 of this Act;
3. does not provide safe working conditions for work at home (paragraph 2 of Article 69);
4. prior to a transfer, does not inform the unions or does not consult with the unions in accordance with Article 74 of this Act;
5. determines full working hours contrary to paragraph 1 of Article 142 of this Act;
6. introduces or orders overtime work contrary to Article 143 of this Act;
7. orders overtime work contrary to Article 145 of this Act;
8. allocates working time contrary to Article 147 of this Act;
9. does not provide information on the night work of workers in accordance with paragraph 2 of Article 149 of this Act;
10. does not provide special protection of workers at night work or does not take into account the time restrictions of night work (Articles 150 and 151);
11. does not consult with the trade union prior to the introduction of night work in accordance with Article 152 of this Act;
12. introduces night work for women without the consent of the minister competent for labour (paragraph 3 of Article 153);
13. does not ensure for the worker a break during working hours, a rest between two successive working days, and a weekly rest (Articles 154, 155 and 156);
14. does not provide the worker with the right to annual leave in accordance with this Act (paragraph 3 of Article 65, Article 159, paragraphs 3, 4 and 5 of Article 160, and Articles 161, 162, 163 and 165);
15. orders a disciplinary sanction contrary to Articles 175 and 176 of this Act;
16. does not act in accordance with Article 177 of this Act in disciplinary proceedings;
17. does not notify the trade union of disciplinary proceedings and does not take into account the written opinion of the trade union in accordance with Article 179 of this Act;
18. does not serve a decision on the disciplinary responsibility on the worker in accordance with Article 180 of this Act;
19. does not ensure for a breast-feeding worker a break during working hours in accordance with paragraph 1 of Article 193 of this Act;
20. does not ensure the rights to special protection for workers under the age of 18 (Articles 196, 197 and 198).

(2) A fine of 300 to 2,000 euros shall be imposed on a smaller legal person employer, sole trader or individual performing independent business activity, who commits an offence referred to in the preceding paragraph.

(3) A fine of 150 to 1,000 euros shall be imposed on an individual employer who commits an offence referred to in the first paragraph of this article.

(4) A fine of 150 to 1,000 euros shall also be imposed on the responsible person of a legal person employer and on the responsible person in a state body or self-governing local community, who commits an offence referred to in the first paragraph of this Article.

Article 231

(1) A fine of 750 to 2,000 euros shall be imposed on a legal person employer, sole trader or individual performing independent business activity, who:

1. does not deliver a photocopy of the insurance registration to the worker within 15 days of the beginning of the employment (paragraph 2 of Article 9);
2. does not provide a written proposal of the contract and the employment contract to the worker in accordance with paragraph 2 of Article 15 of this Act;
3. does not stipulate the conditions for the worker to carry out the work at a certain job or type of work on the basis of the employment contract in accordance with paragraph 2 of Article 20 of this Act;
4. does not publish a vacancy in accordance with paragraphs 1 and 4 of Article 23 of this Act;
5. does not inform an applicant who has not been selected of the fact that he has not been selected within eight days of the conclusion of the employment contract (paragraph 1 of Article 28);
6. does not inform the labour inspection of the intended organisation of home work prior to the beginning of the work (paragraph 4 of Article 67);
7. does not pay severance pay to a worker whose employment contract has been terminated, in accordance with Article 109 of this Act;
8. does not provide extra payments to a worker in accordance with Article 128 of this Act;
9. does not pay holiday allowance to a worker in accordance with Article 131 of this Act;
10. does not pay a wage to a worker in accordance with Articles 134 and 135 of this Act;
11. offsets his claim against a worker through his obligation to pay without the written consent of the worker (paragraph 2 of Article 136);
12. does not pay a worker wage compensation in accordance with Article 137 of this Act;
13. does not pay a wage to a trainee or worker in training in accordance with Article 140 of this Act;
14. does not inform a worker of the allocation of annual leave in accordance with paragraph 2 of Article 160 of this Act;
15. orders a female worker to do work contrary to the law and special regulation issued on the basis of law (Articles 189 and 190);
16. orders a worker under the age of 18 to do work contrary to the law and a special regulation issued on the basis of law (Article 195);
17. orders an older worker to work overtime or at night without his consent (Article 203);
18. does not enter data into the employment booklet (paragraph 4 of Article 226);
19. does not, upon request of the worker, deliver to the worker the employment booklet during the duration of the employment, or does not return the employment booklet to the worker upon termination of the employment relationship (paragraphs 3 and 5 of Article 226).

(2) A fine of 200 to 1,000 euros shall be imposed on a smaller legal person employer, sole trader or individual performing independent business activity, who commits an offence referred to in the preceding paragraph.

(3) A fine of 100 to 800 euros shall be imposed on an individual employer who commits an offence referred to in the first paragraph of this article.

(4) A fine of 100 to 800 euros shall also be imposed on the responsible person of a legal person employer and on the responsible person in a state body or self-governing local community, who commits an offence referred to in the first paragraph 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 relationship, 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 relationship due to urgent operational 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 relationship 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 relationship. 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 employment contract once again due to the above-mentioned reasons, he must pay the worker wage compensation for the period of notice and a severance pay if the conditions for this have been met in accordance with this Act.

The Employment Relationships Act (Official Gazette of the Republic of Slovenia No 42/02) contains the following transitional and final provisions:

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 2015, 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 Fixed-term Employment Contracts)

(1) Two-year time limitation on conclusions of fixed-term employment contracts according to the provision of Article 53 of this Act shall begin to apply as of 1 January 2007 and/or as of 1 January 2010 in respect of smaller 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 fixed-term employment contracts 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
(Extra payment for Years of Service)

Workers, who at the time of the enforcement of this Act receive an extra payment for the years of service in the amount of 0.5 % of the basic wage for each completed year of service, shall keep this extra payment regardless of the amount of the extra payment 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 Booklet (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, responsible for issuing the executive regulations, shall issue the executive regulations referred to in Articles 189, 195, 214 and 224 of this Act within six months from 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 exercised 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 relationship, 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 award 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 relationship 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 Relationships 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

The Act Amending the Employment Relationships Act (Official Gazette of the Republic of Slovenia No 103/07) contains the following transitional and final provisions:

Article 90

(1) The provisions of Article 39 of this Act shall begin to apply on the day of entry into force and beginning of application of the amended right to unemployment benefit for persons older than 50 years and who have completed at least 25 years of service at work for the last employer in the act regulating employment and unemployment insurance.
(2) Up until Article 39 of this Act begins to apply, the provisions of Article 92 that were valid until the entry into force of this Act shall apply.

Article 91

(1) On 1 January 2009 paragraph 2 of Article 227 of the Act in the part relating to Article 226 of the Act, and points 18 and 19 of paragraph 1 of Article 231 of the Act shall cease to be valid.
(2) Employment booklets issued prior to the date given in the preceding paragraph, with entries made in accordance with the valid act and implementing regulations, shall have the character of public documents.
(3) The employer shall keep in safe storage employment booklets which are in storage with such employer on the date given in the first paragraph of this article, and on the express request of the worker the employer must hand over the booklet to the worker against the latter's signature of receipt.
(4) Immediately upon the cessation of validity of the employment contract, the employer must return the employment booklet to the worker against the latter's confirmation of receipt.
(5) If after the cessation of validity of the employment contract, the employer cannot hand over to the worker the employment booklet within 30 days, the employer shall send it to the competent administrative unit for the worker's place of permanent residence, or if the permanent residence is not known, it shall be sent to the administrative unit which issued the employment booklet.
(6) After the date given in the first paragraph of this article, employers who violate the provisions of paragraphs 3 and 4 of this article shall be punished with a fine as set out in Article 231 of the Act.
(7) After the date given in the first paragraph of this article, in accordance with paragraph 2 of Article 227 of the Act, labour inspectors shall have the right and duty upon completion of inspection supervision to issue decisions ordering employers to ensure the implementation of the Act in the event of any violation of the provisions of paragraphs 3 and 4 of this article.

Article 92

This Act shall enter into force on the fifteenth day following publication in the Uradni list Republike Slovenije [Official Gazette of the Republic of Slovenia], except for the provisions of Article 83 of the Act, which shall enter into force on 1 January 2009.