



Contracting Parties

Sindikat delavcev trgovine Slovenije – ZSSS (Trade Union of Workers in Slovenia's Trade Sector), on the employee side

and

Trgovinska zbornica Slovenije (Slovenian Chamber of Commerce), Združenje delodajalcev Slovenije (Association of Employers of Slovenia) and Gospodarska zbornica Slovenije (Chamber of Commerce and Industry of Slovenia) on the employer side

pursuant to the provisions of the Employment Relationships Act (Official Gazette of the Republic of Slovenia, No. 21/2013, 78/2013) and the Collective Agreements Act (Official Gazette of the Republic of Slovenia, No. 43/2006 as amended) hereby conclude the following

COLLECTIVE AGREEMENT FOR SLOVENIA'S TRADE SECTOR

GENERAL PROVISIONS

Article 1

Territorial validity of the Collective Agreement

The Collective Agreement shall apply on the territory of the Republic of Slovenia.

Article 2

Scope of the Collective Agreement

(1) This Collective Agreement shall apply to all employers, members of signatories who have their trade activity registered (defined) in accordance with the law within Standard Classification of Activities G:

- 45 Wholesale and retail trade and repair of motor vehicles and motorcycles,
- 46 Wholesale trade, except of motor vehicles and motorcycles, and
- 47 Retail trade, except of motor vehicles and motorcycles

which they conduct as their main activity.

A detailed list of activities by groups, classes and subclasses that this Collective Agreement applies to is listed in Annex I to this Collective Agreement and it is its integral part.

(2) The employer and trade union in a company may agree that the collective agreement, which applies to the controlling company shall apply also to the subsidiaries. In case there is no trade union in the subsidiary, the employer may regulate this by a general act.

Article 3

Persons covered

(1) This Collective Agreement shall apply to all workers, employed at the employers referred to in the previous Article of this Contract to the extent as laid down in the applicable act regulating employment relations.

(2) This Collective Agreement shall apply to managerial staff, procurators and managers, save when certain relationships, rights, duties and responsibilities are regulated otherwise in the employment contract between the employer and such person.



- (3) This Collective Agreement shall apply to students in traineeship in the content specifically laid down in the Collective Agreement.

Article 4

Period of validity

- (1) This Collective Agreement shall be concluded for a definite period of time, that is until 31 December 2016.
- (2) This Collective Agreement shall enter into force on the first calendar day following that of its publication in the Official Gazette.
- (3) In the period from the expiration of this Collective Agreement to the conclusion of a new one, the provisions of the procedural part this Agreement shall apply, however, that period shall not be longer than one year.

Article 5

Foundation for the improvement of employment opportunities and employee and employer training

- (1) In order to improve competitiveness, saving of jobs and employment opportunities for vulnerable or other agreed groups of workers, at least one signatory of each Contracting Party may agree to establish a foundation.
- (2) The purpose of the foundation is to raise funds to help employers develop their competitiveness and provide activities required to raise the level of knowledge, skills and general knowledge and thus contribute to the employability of workers in the activity.
- (3) In order to improve the level of health and safety at work, the Parties to this Collective Agreement shall strive, within the Foundation, to raise the awareness and significance of healthy and safe work by preparing and conducting activities jointly and separately, aimed at minimising the related risks by raising awareness, training, educating and developing appropriate tools and methods for improving health and safety at work.
- (4) Financing of the activities referred to in this Article, the way of obtaining funds through various state institutions and public calls, coordination of activities and supervising the intended use of funds shall be laid down in the Foundation rules.

Article 6

Positive implementation obligation

The Parties to this Collective Agreement shall strive, with all means available, for proper implementation of this Collective Agreement and observation of the provisions thereof.

Article 7

Negative implementation obligation

The Parties shall be obliged to abandon any action which could be contrary to the implementation of this Collective Agreement.

Article 8

Resolving collective disputes

The Contracting parties hereby agree that collective disputes shall be resolved in the way and under the procedure, laid down in the Collective Agreements Act.



Article 9

Arbitration for resolving individual labour disputes

- (1) Arbitration for resolving individual labour disputes may be laid down by collective agreement at the level of the employer. In this case the collective agreement shall lay down the composition, procedure and any other issues, relevant for the work of arbitration.
- (2) In case the collective agreement at the level of the employer lays down arbitration for resolving individual labour disputes, the employer and the worker may agree, within 30 days of the day the obligation should have been met or violation eliminated by the employer, to resolve the dispute in arbitration.
- (3) Repeal of arbitration decision may be requested only in cases as laid down in the act, regulating the procedure of resolving labour and social disputes, and in the act, regulating resolution of labour disputes in arbitration.
- (4) In case arbitration does not make a decision within the period of time, laid down in the Collective Agreement, and in any case within 90 days, the worker may request, within the period of further 30 days, judicial protection before a labour court.

Article 10

Interpretation of the Collective Agreement

- (1) Parties to this Collective Agreement shall appoint a 4-member expert commission; each party shall appoint two members and two deputies, as a rule from among the members who participated in negotiations.
- (2) This expert commission shall adopt recommendations for the interpretation of this Collective Agreement and it shall prepare expertise for monitoring and amending this Collective Agreement within the given proposals. It shall send the recommendations and expert proposals to the Parties of this Collective Agreement with the purpose of adopting interpretation or settling a certain issue.
- (3) The commission referred to in the first paragraph of this Article shall be constituted not later than within 30 days of the conclusion of this Collective Agreement. At its first session the commission adopts its rules of procedure concerning the way of adopting recommendations and expert proposals and the way of decision-making and work. The work of the expert commission shall be headed by the president who is elected from among the members of the other Contracting Party for each completed year since the beginning of functioning.

II. PROCEDURAL PART

II.1. GENERAL

Article 11

Definition of terms

- (1) In this Collective Agreement terms "employer" and "worker" are used in masculine grammatical form but they are used as neutral and shall apply to men and women.
- (2) Manager is a worker who is the head of a business line or organisational unit at the employer and who is authorised to enter into legal transactions and to make independent decisions concerning staff and organisation. The employer shall appoint them in a statute, memorandum of association, contract of members or founding contract, cooperative rules, decision or position classification.



- (3) General act is an employer's act, regulating in a general way certain issues, relating to employment relationships in accordance with the law.
- (4) Term "organisational unit" shall mean an undertaking as a whole or a component part thereof, joining workers in carrying out a certain work process. Organisational units shall be defined by the employer.
- (5) Position classification act is the employer's general act, defining positions and/or type of work, conditions for carrying out work at a certain position and/or type of work and job description for positions of employment, falling within the same type of work.
- (6) Type of work is a set of jobs and duties of related or comparable positions of employment, for which the same conditions for carrying out work are required in accordance with the provisions of this Collective Agreement and/or position classification act.
- (7) Position of employment is the smallest organisation unit in the employer's structure, within which duties are carried out.
- (8) The term act used for the purpose of this Collective Agreement shall mean the act regulating employment relations.

Article 12 **Special regulation for small employers**

Exceptions as defined by this Collective Agreement, shall apply to small employers.

Article 13 **Power to make decisions**

- (1) Employers' managerial staff may empower other workers (hereinafter referred to as empowered worker) to make decisions about regulating and exercising workers' rights, obligations and responsibilities.
- (2) The employer shall be obliged to inform workers about the empowered workers and the extent of their powers in a way which is usual at the employer (notice boards, bulletin, intranet and similar).
- (3) Pursuant to the request in writing by the trade union representative, the employer shall be obliged to submit within three working days to the trade union whose member the employee is, proof of the empowered worker and the extent of his/her powers.

II.2 WORKER'S AND EMPLOYER'S RIGHTS AND OBLIGATIONS

Article 14 **Classification of jobs**

- (1) According to their complexity, as a rule, jobs and/or types of work are classified as follows:

Tariff class I (simple work):

Ancillary and simple work which, as a rule, does not require any special knowledge.

Tariff class II (less demanding work):

Less demanding work which, as a rule, requires knowledge, acquired in primary school and in short, one- or several-month training, or relevant knowledge, acquired by work experience.



Tariff class III (medium demanding work):

Medium demanding work which, as a rule, requires knowledge, acquired by two-year formal vocational or professional education, or relevant knowledge, acquired by work experience.

Tariff class IV (demanding work):

Work that workers carry out independently and which, as a rule, requires knowledge, acquired by three-year formal vocational or professional education, or relevant knowledge, acquired by work experience.

Tariff class V (more demanding work):

Work the employees carry out independently, they organise and carry out organisational unit work process or give instructions for the work which usually requires the knowledge, acquired by four- or five-year formal vocational or professional education, and degree of master, foreman or manager, or relevant knowledge, acquired by work experience.

Tariff class VI (very demanding work):

Work the employees carry out completely independently, they organise and carry out organisational unit work process, they are empowered for independent decision-making, and, as a rule, it requires the knowledge, acquired by at least higher professional education / Bologna level I, or relevant knowledge, acquired by work experience.

Tariff class VII (highly demanding work):

Works, which have a decisive influence on the company operation and which, as a rule, require high professional education / Bologna level II or more, or relevant knowledge, acquired by work experience.

- (2) The classification of the complexity of work into tariff classes referred to in this Article shall be applied to the classification of the positions of employment and/or type of work, by posting classification act, adopted by the employer. This obligation of adopting the posting classification act shall not apply to small employers.
- (3) Seller is a person who sells goods directly in a shop or gives customers advice about the characteristics of goods and receives payments from buyers. Irrespective of the level of education, knowledge and work experience, sellers have to be classified to not lower than Tariff class IV. This provision shall apply to all employers, including small employers.
- (4) Shop manager is a person who manages the operation of the shop by professional organising of business and work processes of purchasing, storage, putting up and sale of goods in the shop business units or parts of such units. Irrespective of the level of education, knowledge and work experience, shop managers have to be classified to not lower than Tariff class V. This provision shall apply to all employers, including small employers.

Article 15 **Employment contract**

- (1) In addition to the elements laid down by law, the employment contract shall include the following:
 - tariff and/or payment class into which the position is classified;



- probationary period, if agreed;
 - traineeship, if agreed;
 - description of the work that the worker has to carry out under the contract, or a copy of the job description contained in the general act has to be enclosed to the contract.
- (2) Prior to signing the employment contract the employer shall enable the worker to be informed about the content of collective agreements and general acts which lay down the worker's rights and obligations, and answer any related questions.
- (3) In case the employer offers the employee amendment of the employment contract or concluding of the new one which includes amendments or replacement of the existing employment contract without termination of the original employment contract, the worker shall be obliged to take a position about the employer's proposal within five (5) working days.

Article 16

Conclusion of a fixed-term employment contract

- (1) Employers may conclude fixed-term employment contracts outside the cases, laid down by law also for employing a trainee.
- (2) Small employers may conclude fixed-term employment contracts outside the cases (reasons), laid down by law and this Collective Agreement, and for the same job such contract may not be for a period longer than 2 years.

Article 17

Employment contract in case of project work

The following work processes shall be regarded as project work:

- tasks or programmes with a certain objective, which are not a part of the permanent pursuit of the activity, are carried out,
- project documentation is kept;
- person(s) have been appointed to manage the project,
- the duration is defined, and
- is financially evaluated in advance.

Article 18

Traineeship

- (1) A worker who starts the type of work at the level of his/her professional education in order to be trained to carry out work independently, may conclude an employment contract as a trainee.
- (2) Worker who has acquired a higher level of professional education within his/her occupation or discipline in further education during the time of his/her employment does not need to be a trainee.
- (3) When not otherwise provided by a special law, traineeship shall be defined for periods of various duration according to the level of professional education:
- not more than six months for works at levels of education IV and V,
 - not more than ten months for works at levels of education VI and VII.
- (4) Traineeship may be prolonged for the period of trainee's justified absence from work, exceeding twenty (20) working days, except for the time of annual leave.
- (5) Traineeship shall follow a programme, prepared by the mentor. The mentor shall have at least the level of professional education, required for the position of employment the trainee is being trained for, and not less than three years of work



experience, or relevant knowledge, acquired by work experience and not less than five years of work experience.

- (6) The mentor shall be obliged to:
- at the commencement of traineeship deliver the traineeship programme to the trainee, which has to include also the way of monitoring and assessing traineeship,
 - take care that the programme and traineeship plan are implemented,
 - introduce the trainee to work,
 - give the trainee professional advice, instructions and provide help in practical work,
 - instruct the trainee about proper use of work facilities and devices and work procedures,
 - provide opinion on the traineeship in writing.
- (7) Traineeship is completed with a trainee exam.
- (8) Trainee exam consists of testing the knowledge from the discipline and field of work, the trainee has been trained for. The commission for trainee exam shall consist of at least three members, who have at least the level of professional education, required for the position of employment the trainee is being trained for and not less than three years of work experience, or relevant knowledge, acquired by work experience and not less than five years of work experience. The mentor may be a member of the commission but he/she cannot be the president of the commission.
- (9) In case of employers who employ up to and including thirty (30) workers, the trainee exam can be taken before the commission which consists of one member. The mentor may be a member of the commission.
- (10) Pursuant to the record by the commission concerning trainee exam a certificate on traineeship is issued, which includes the following:
- name and surname and birth details of the trainee,
 - date of taking trainee exam,
 - day, month and year of issuing the certificate,
 - position of employment or type of work for which the trainee has passed the trainee exam.
- (11) The certificate shall be signed by the president of the commission for trainee exam and the employer.
- (12) On the proposal by the mentor traineeship may be shortened, however, not to less than one half of the original duration of traineeship.
- (13) Traineeship period for a worker who has attended education for another occupation or in another discipline and has passed trainee exam, shall be shortened accordingly.
- (14) Trainee takes trainee exam not later than when the traineeship period has expired. In case the trainee does not pass the exam, he/she shall have the right to take it again within a period not shorter than eight (8) days and not longer than fifteen (15) days. In case the trainee does not pass the exam in that repeated term and he/she has concluded an employment contract for an indefinite period of time, the employer shall have the right to terminate the employment contract for the reason of incompetence.

Article 19 **Probationary period**

- (1) The worker and employer who define probationary period in the employment contract, shall define also the duration thereof and the way of monitoring.



- (2) In the employment contract concluded for an indefinite period of time, probationary period may not be longer than six months.
- (3) In the employment contract concluded for a definite period of time, probationary period may not be longer than one third of the time the contract is concluded for, and in any case not longer than six months.
- (4) Irrespective of the preceding paragraph, in case the date of termination of the temporary employment contract is not fixed in advance, probationary period may not be longer than three (3) months.
- (5) In case of temporary absence from work which is more than seven (7) days long, probationary period may be extended for that period of time. The decision on the extension shall be adopted by the employer.
- (6) The employer may submit a written opinion about the performance of the probationary period at any time during the probationary period.
- (7) When it is established that the performance of probationary period was not successful, that shall be the reason for the regular termination of employment contract.

Article 20 **Mutual exclusion of traineeship and probationary period**

Traineeship and probationary period shall be mutually exclusive.

Article 21 **Cases and conditions for carrying out other work**

- (1) Irrespective of the type and level of education the worker shall be obliged to carry out other works in the following cases:
 - if it is urgent in order to eliminate faults on work facilities which would cause the interruption of work, sudden failure of devices and other equipment for work at the work place,
 - exceptional increase of the extent of work,
 - when it is necessary to continue work or production process in order to prevent material damage or risk for life and health of people,
 - termination of the employment contract by the employer for the duration of the notice period,
 - when it is necessary in order to ensure safety of people and property or safety of traffic.
- (2) In cases referred to in the preceding paragraph other work may last until the reasons cease to exist but in no case more than forty-five (45) days in a calendar year, or the duration of the notice period.
- (3) Irrespective of the type and level of education the worker shall be obliged to carry out other works in case of accidents caused by the elements (natural disasters) for the entire period that is required in order to save human lives, safeguard health or prevent material damage.
- (4) In addition to the cases laid down by law, the worker shall be obliged to carry out another suitable work, also during temporary non-fulfilment of health conditions for carrying out work for the entire duration of the reasons but not longer than six (6) months.
- (5) In the cases referred to in the preceding paragraph, a small employer may order another suitable work to be carried out.



- (6) The employer shall have the right to order any other work referred to in this Article provided the worker is adequately qualified for such work and capable in health terms.
- (7) For the period of carrying out another work referred to in this Article, the worker shall be entitled to the wage which is more favourable for them.

Article 22

Place of work

- (1) Place of work shall be agreed by the employment contract.
- (2) Place of work may be defined in wider terms, according to the network of employer's organisational units.
- (3) In case place of work is defined in wider terms in the employment contract, all those employer's organisational units to which the journey from the worker's place of residence, referred to in the employment contract, to and from work by available means of transport does not last more than three (3) hours, and in case of mothers with children who are up to three years old not more than one (1) hour, shall be regarded as the place of work.
- (4) Taking into account the nature of the position of employment, agreed by the employment contract, and employer's general act, the worker and the employer may agree outside the limitations, referred to in the preceding paragraph of this Article.

Article 23

Validity of warning prior to the termination of employment contract on fault-based grounds

The employer shall have the right to terminate employment contract on fault-based grounds if the worker repeatedly violates the contract and other obligations arising from employment relationships within fifteen (15) months of the receipt of the warning in writing.

Article 24

Liability to disciplinary action

Taking into account the gravity of infringement, the worker who is liable to disciplinary action may be imposed the following disciplinary sanctions:

- warning,
- fine in the range proportional to the infringement but not exceeding fifteen (15) % of the worker's basic salary for the period from one (1) to six (6) months, and after the deduction the monthly wage may not be lower than the minimum wage,
- withdrawal of bonuses agreed in the employment contract.

II.3. WORKING TIME, BREAK AND REST

Article 25

General provision

In addition to the elements of the working time laid down in the act regulating employment relations, the time of preparing for work and finishing work as well as the time of inventory taking shall be included in the working time.



Article 26

Distribution of working time

- (1) As a rule, working time is divided into five (5) or six (6) working days per week. In case of a five-day working week, as a rule, full-time is eight (8) hours and in case of six-day working week it is six (6) hours and forty (40) minutes.
- (2) Prior to the beginning of the calendar or business year the employer shall define the annual distribution of working time and inform thereof the workers and trade unions at the employer not later than fifteen (15) days prior to the beginning of the year.
- (3) Annual distribution of working time shall include at least the following:
 - the number of working hours in a week for workers in an individual organisational unit,
 - type and form of working time.
- (4) Annual distribution of working time shall ensure that by even or uneven distribution of working time workers at the employer who have concluded a full-time employment contract have as many working days as required by the law and this Collective Agreement for full working time.
- (5) In the employment contract the employer and the worker may define that working time for each week and for an individual worker shall be defined by weekly distribution of working time.
- (6) The employer shall be obliged to inform the worker about the weekly distribution of working time not later than two (2) working days prior to the beginning of work under the weekly distribution of working time.
- (7) The worker shall be informed about the weekly distribution of working time at their work place. In case the worker is absent when the weekly distribution of working time is announced, the worker shall be obliged to ask the employer about the weekly distribution of working time applicable to him/her when their absence finishes.

Article 27

Types and forms of working time

As a rule, the following types and forms of working time are applied by the employers according to the needs of working or business process in individual fields of work:

- fixed working time,
- flexible working time,
- partly flexible working time,
- split working time
- shift working time.

Article 28

Fixed working time

Fixed working time is working time where the arrival to work and departure from work are defined precisely.

Article 29

Flexible working time

Flexible working time is working time where the arrival to work and departure from work are defined by a period of time. In the system of flexible working time individual definitions shall have the following meaning:



- "Permitted working time" is the period of time in which the worker can carry out his/her work duties. He/she is limited by the earliest allowed time of arrival to work and the time of the latest allowed departure from work;
- "Compulsory working time" is that part of permitted working time when the worker has to be present at work;
- "Flexible part of the working time" is the period of time during which the worker may decide himself/herself about the moment of arrival to work/departure from work, unless the nature of work requires the worker to stay at work until a certain job has been finished, related to a deadline or working with other workers.

Article 30 **Partly flexible working time**

Partly flexible working time is working time where the arrival to work and departure from work are defined by a period of time, and the time of arrival to work and departure from work are fixed precisely. Partly flexible time shall be defined in cases where due to the nature of work it is not possible to define the beginning or finishing the working time in advance.

Article 31 **Split working time**

- (1) Split working time is time where full working time is interrupted and that interruption lasts for at least one (1) hour.
- (2) Daily working time may be split into not more than two (2) parts.
- (3) Part-time worker, working of up to four (4) hours, shall not be ordered to work split working time save otherwise agreed by the employer and the worker.

Article 32 **Shift working time**

- (1) Shift working time is time when work is carried out alternatively in morning, afternoon and also night shift, and depending on five(5)- or six(6)-day working week it lasts from six (6) to eight (8) hours per day, and as a rule, it is repeated every week or day, so that one week or day the worker works in the morning shift and next week or day in the afternoon or night shift.
- (2) Regular daily work duties, 75% or more of which is carried out after 12.00, shall be regarded as work in afternoon shift.
- (3) Regular daily work duties, 75% or more of which is carried out between 22.00 and 7.00, shall be regarded as work in night shift.

Article 33 **Uneven distribution of working time and temporary rearrangement of working time**

- (1) Working time in individual organisational units may be distributed unevenly or temporarily rearranged so that in a certain period of time it is longer than regular work obligation while in the remaining period of time it is lower than regular work obligation.
- (2) In case of uneven distribution of working time when this is required by objective reasons (various types and forms of working time which do not allow for equalisation in a shorter period of time) or technical reasons or due to the organisation of work,



full working time is taken into account as the average obligation in the period which must not be longer than twelve (12) months. Uneven distribution of working time arises from the annual calendar. Workers shall be informed about the weekly distribution of working time as laid down in this Collective Agreement Article 26 paragraphs six and seven.

- (3) The employer can temporarily rearrange the working time when such organisation of working time is required due to the nature or organisation of work, user needs, or similar reasons, or when proposed by the worker due to the needs of coordinating family and work life, and full working time is taken into account as the average obligation in the period which must not be longer than twelve (12) months.
- (4) The employer shall be obliged to inform workers in writing of the way and the estimated period of temporary rearrangement of working time, not later than one (1) day prior to the rearrangement of working time for an individual worker or not later than three (3) days prior to temporary rearrangement of working time for more than ten (10) workers.
- (5) In case of uneven distribution of working time and temporary rearrangement of working time, working time must not be longer than 56 hours per week.
- (6) It is not allowed to order uneven distribution of working time or temporary rearrangement of working time to workers who are the subject of the prohibition of working overtime.
- (7) Within the period of 12 months the employer shall be obliged to allow the worker to compensate the excess hours done due to uneven distribution of working time and temporary rearrangement of working time with his/her hours off. In case compensation with hours off is not possible during the 12-month period due to the nature of work, the employer shall be obliged to pay the worker the excess hours at the rate as defined for overtime together with the wage in the month following the expiry of the 12-month period.
- (8) In case the employer does not order temporary rearrangement of working time in cases and pursuant to the procedure as laid down in the act and this Collective Agreement, the hours done shall be paid at the rate applicable for overtime.
- (9) The 12-month period referred to in the second, third and seventh paragraph of this Article shall last from 1 January to 31 December of the current calendar year, save defined otherwise in the annual distribution of working time.

Article 34 **Overtime work**

- (1) In addition to the cases laid down by law, the employer can order overtime also in the following cases:
 - unexpected absence of a worker;
 - regular and extraordinary inventory taking;
 - blackouts when the work started has to be continued and finished.
- (2) Daily, weekly and monthly limitation of overtime laid down by law can be taken into account as the average limitation in the period of six (6) months.

Article 35 **Ordering overtime time**

The employer shall be obliged to order overtime under the previous Article of this Collective Agreement in writing prior to the commencement of work. In case this is not feasible due to the nature of work or urgency of overtime, overtime may be ordered also



orally. If that is the case an order in writing shall be served to the worker subsequently, however, not later than within five (5) working days after the overtime has been done.

Article 36 **Record of overtime hours**

- (1) The employer shall keep the record of actually done overtime, whether paid or not, or whether overtime is used in any other way.
- (2) Order in writing is also an order for accounting and payment of overtime, save otherwise agreed by the worker and the employer.

Article 37 **Night work**

On average a night worker's working time may not last for more than eight (8) hours per day in the period of six (6) months.

Article 38 **Rights of workers who work at night**

- (1) A worker who works at night for at least three (3) hours of his/her working time or a worker who works at night for at least one third of his/her full annual working time shall have the right to special protection (hereinafter referred to as: night worker).
- (2) The employer shall be obliged to provide the following to the night worker:
 - professional guidance of work process,
 - longer annual leave,
 - meal during work and a free hot drink,
 - periodic health examination at least once every two years,
 - extra payment for working during less favourable working time,
 - rest in accordance with the act, regulating employment relationships.
- (3) In case shift work includes also night shift, the employer shall be obliged to ensure periodic exchange. A worker may work in the night shift for not longer than one week. Within the work, organised in this way, a worker may work at night for a longer period of time only provided he/she explicitly agrees in writing.
- (4) It is not allowed to order night work to the following:
 - a worker who takes care about a child of up to three (3) years of age, save in cases where such worker agrees in writing to do such work,
 - pregnant worker and worker in the period of one year after giving birth, or during the whole period the worker is breast-feeding, when it may be concluded on the basis of risk assessment that her health or the child's health may be at risk,
 - one of the workers – parents with a child, younger than seven, or seriously ill child or physically or mentally disabled child, who lives alone with the child and takes care about the child's upbringing and care, save in cases where such worker agrees in writing to do such work,
 - workers who have not attained 18 years of age.

Article 39 **Consultation with trade union**

Prior to the introduction of night work, and in case night work is regularly carried out by night workers, the employer shall be obliged to consult the trade unions at the employer



at least once a year to discuss the forms of organising night work, measures concerning health and safety at work and social measures.

Article 40 **Work on Sundays**

- (1) It is not allowed to order work on Sundays to the following:
- worker who takes care of a child of up to three (3) years of age. Such work may be allowed on the basis of an explicit initiative by the worker in writing under the conditions referred to in the third paragraph of this Article,
 - pregnant worker and worker in the period of one year after giving birth, or during the whole period the worker is breast-feeding,
 - one of the workers – parents of a seriously ill child or physically or mentally disabled child, who lives alone with the child and takes care about the child's upbringing and care. Such work may be allowed on the basis of an explicit initiative by the worker in writing under the conditions referred to in the third paragraph of this Article.
- (2) In the annual distribution of working time the employer shall define such distribution of working time that a worker, who is one of the parents taking care about a pre-school child of more than three years of age is not ordered to work more than ten Sundays in an individual calendar year, whereas two working Sundays must be followed by at least two Sundays off. Work without this limitation may be allowed on the basis of an explicit initiative by the worker in writing under the conditions referred to in the third paragraph of this Article.
- (3) In the annual distribution of working time the employer shall define such distribution of working time that workers who are not the subject of limitations or prohibitions under the preceding two paragraphs are, as a rule, not ordered to work more than two (2) Sundays in a month and not more than twenty-six (26) Sundays in a year.

Article 41 **Working on days which are statutory public holidays**

- (1) It is not allowed to order work on days which are statutory public holidays to the following:
- worker who takes care of a child of up to three years of age. Such work may be allowed on the basis of an explicit initiative by the worker in writing, signed by the worker,
 - pregnant worker and worker in the period of one year after giving birth, or during the whole period the worker is breast-feeding,
 - one of the workers – parents of a seriously ill child or physically or mentally disabled child, who lives alone with the child and takes care about the child's upbringing and care. Such work may be allowed on the basis of an explicit initiative by the worker in writing, signed by the worker.
- (2) In addition to this, in the annual distribution of working time the employer shall define such distribution of working time that a worker is not ordered to work on at least five (5) statutory public holidays, as a rule 1 January, 1 May, 1 November, 25 December and Easter Sunday.
- (3) In case the worker works on other statutory public holidays the employer shall be obliged to ensure that the worker may use the hours, done on that day, not later than in the following month, or the employer shall be obliged to pay the worker compensation of wage for these hours.



Article 42

Exemption from the limitations

- (1) Limitations referred to in Articles 40 and 41 shall not apply to the employers who are obliged to pursue the activity under special government regulations concerning public interest, employers who perform public utility service or market activity pursuant the act regulating the field of energy. These limitations shall not apply to employer's family members either, in accordance with the act, regulating employment relationships, when the employer pursues the activity on Sundays and statutory public holidays.
- (2) Limitations referred to in Articles 40 and 41 shall not apply to workers who work within a complete production process (preparation and making of food – bakery, confectionery, etc.) related to the main trade activity.

Article 43

Registration of working time – presence at work

The employer shall be obliged to keep records of working time and presence of workers at work, showing the time of arrival to work and departure from work, time of break during work, justified absence from work, monthly balance of hours, etc. Workers shall have the right to check whether the information in the record is correct, to request the record of working time in writing and within 30 days of the receipt of the latter request the irregularities, if any, to be corrected.

Article 44

Use of the break during working time

- (1) In case of full-time work, break during working time shall be defined in two or more parts, in accordance with the needs of the working process and workers' needs, whereas one part of the break must last for uninterrupted 15 minutes.
- (2) Also workers who work in split working time shall have the right to the break. Daily break has to be used during the time between two parts of the daily working time. Break is not included in the period of interruption of work.
- (3) The earliest break may be one hour after the beginning of work and the latest one hour before the end of working time.

Article 45

Daily and weekly rest in case of shift and split working time

In case of shift and split working time daily and weekly rest in the average minimum duration as laid down in the act shall be ensured in the period not longer than fourteen (14) days.

Article 46

Weekly rest

- (1) In cases when:
 - the nature of work requires permanent presence,
 - or the nature of work requires continuous provision of work and services,
 - in cases of planned uneven or increased extent of work,



daily or weekly rest in the average minimum duration as laid down in the act shall be ensured in the period not longer than fourteen (14) days.

(2) The provision of this Article paragraph one indent three shall not apply to the owners of undertakings, their spouses, cohabitants, children or adopted children.

Article 47 **Minimum annual leave**

(1) In a calendar year worker shall be entitled to minimum annual leave which must not be shorter than four weeks, which means:

- 16 working days if he/she works 4 days a week;
- 20 working days if he/she works 5 days a week;
- 24 working days if he/she works 6 days a week.

(2) In addition to the minimum basic days of the annual leave referred to in the preceding paragraph, workers shall be entitled to the annual leave pursuant to the act regulating employment relations according to the following criteria:

- 3 days to older worker,
- worker with at least 60% physical disability – 3 days,
- worker who takes care about a physically or mentally disabled child – 3 days,
- 3 days to worker with a disability,
- worker, who has not attained 18 years of age – 7 days,
- 1 day for each worker's child who has not attained 15 years of age.

Changes of the criteria and the number of days of the annual leave as defined in this paragraph shall apply automatically when the act is amended.

(3) In addition to basic annual leave referred to in the first paragraph of this Article the following workers shall have the right to additional days of annual leave:

- for the total years of service:
 - from 2 to 5 years – 1 day,
 - from 5 to 10 years – 2 days,
 - from 10 to 15 years – 4 days,
 - from 15 to 20 years – 5 days,
 - more than 20 years – 6 days.
- night worker – 1 day.
- worker who did more than 1500 hours of night work at the employer – 1 day.

(4) Purchased or beneficiary years of service or special insurance periods shall not be counted in the total years of service.

(5) Additional annual leave criteria may be laid down in collective agreements at company level and/or in employer's general acts, such as the complexity of work, education, difficult conditions of work, performance, etc.

(6) In case the worker meets the statutory criteria for increasing or decreasing the length of the annual leave, the annual leave shall be increased or decreased in the current calendar year.

(7) In case the worker meets the criteria laid down in the Collective Agreement or in employer's general act for increasing or decreasing the annual leave, the annual leave shall be increased or decreased in the following calendar year.

(8) The employer shall inform the worker in writing about the calculation of the annual leave by 31 March of the current year.

(9) The worker shall have the right to take three (3) days of annual leave on the days he/she selects himself/herself and the worker shall be obliged to inform the employer thereof at least three (3) days in advance. The employer cannot refuse that provided this does not seriously endanger the work process.



Article 48

Right to absence from work with the compensation of wage

- (1) The worker shall have the right to paid absence from work for up to seven (7) working days in a calendar year due to personal circumstances. For each individual case:
 - own wedding – 2 days
 - birth of child - 1 day,
 - child's wedding – 1 day,
 - death of the spouse, cohabitant, child or adopted child – 3 days,
 - death of parents – father, mother, step father, step father, adoptive parent - 2 days,
 - death of brothers, sisters, grandparents – 1 day,
 - serious accidents which happen to the worker – up to 5 days,
 - when the worker moves in the interest of the employer – 2 days,
 - when the worker moves in his/her own interest -1 day.
- (2) The absence in the above cases has to be taken when the event occurs.
- (3) The worker shall be allowed to be absent from work in other cases in the way and under the conditions as laid down in other regulations.

Article 49

Right to absence from work without the compensation of wage

- (1) The worker shall have the right to absence from work without the compensation of wage in the following cases:
 - personal errands that cannot be delayed;
 - private travel,
 - care about a family member which is not medically necessary,
 - repair of a house or flat,
 - medical treatment at his/her own costs,
 - education in his/her own interest.
- (2) Prior to the absence referred to in the first paragraph the worker has to sign a statement that upon the payment of the first wage he/she allows deduction for paid contributions for social security arising from the employer and the worker.
- (3) The worker shall have the right to absence from work without the compensation of wage for not more than 30 days in a calendar year.
- (4) The employer shall have the right to refuse worker's request for unpaid absence in case it is assessed that this absence would disturb operation and/or production process.

II.4 EDUCATION

Article 50

Education, training and advanced training

- (1) The worker shall have the right to education and the employer shall have to right to refer workers to education.
- (2) In case the employer refers a worker to education, the latter shall be obliged to attend education and they conclude a relevant contract.
- (3) In case education, training or advanced training is organised by the employer for the needs of the work process, the time of such education shall be counted in working time and the worker shall have the same rights as if he/she was working.



- (4) Education and training of trade union representatives on collective negotiations and labour legislation shall be regarded as education in the interest of the employer.
- (5) In case the worker attends education in his/her own interest, the employer and the worker may conclude a contract, laying down the contracting parties' mutual rights and obligations.

Article 51

Contract on education

- (1) In case the worker attends education in the employer's interest, other than training and advanced training, the employer and the worker shall be obliged to conclude a contract on education.
- (2) In the contract on education the worker and the employer agree about obligations and duties, and in particular the contract on education shall include at least the following:
 - number of days off for taking exams, in accordance with the time and difficulty of educational programme,
 - payment or reimbursement of the costs of education.

Article 52

Reimbursement of training and advanced training costs

When the employer refers a worker to training and advanced training, the employer shall cover the following costs:

- travel,
- participation fee, school fee,
- meals,
- accommodation.

Article 53

Students in placement

The employer shall ensure the following to students in compulsory placement:

- payment in accordance with the educational contract,
- information about the risks, associated with work, and appropriate means of protection,
- occupational disease and occupational accident insurance,
- appropriate mentoring and introduction to work,
- meals during work.

II.5 TRADE UNION ACTIVITY

Article 54

General

- (1) This Collective Agreement does not prejudice the freedom of establishment and action of trade unions at the employer nor the right of the trade union to introduce initiatives, make proposals, express opinions and requests to competent authorities in accordance with its role.
- (2) In cases, laid down by law, this Collective Agreement or collective agreement at the employer level, the employer shall be obliged to ensure cooperation with the trade union.



- (3) The employer shall ensure the following to the representative trade union, which is an organisational part of the representative trade union, signatory of this Collective Agreement:
- conditions for work in accordance with the provisions of this Collective Agreement,
 - free access of an external trade union representative to the employer on the basis of a notice in advance,
 - right to all kinds of trade union informing.

Article 55 **Informing trade union**

- (1) Pursuant to a request by the representative trade union in writing the employer shall be obliged to inform the trade union in writing about the employer's intentions, measures or operations which could affect worker situation within thirty (30) days of the receipt of the request.
- (2) Information obligation shall not apply in case of business secret.

Article 56 **Providing of data, consultation and informing**

- (1) The employer shall be obliged to provide authorised trade union representatives information about all issues that the trade union needs for the purpose of participating in making decisions about the employees' rights, in accordance with the applicable laws. Authorised trade union representatives and experts engaged by those representatives shall be obliged to protect the data obtained in such a way in accordance with the law.
- (2) At least once a year the employer shall inform the representative trade union about the expected performance of business.
- (3) At least once a year, as a rule after the end of the business year and acting on the proposal of the representative trade union at the employer, the employer shall be obliged to report on the employment policy and utilisation of the working time.
- (4) The employer and the trade union shall be obliged to inform each other, make proposals and agree about the measures aimed at elimination or mitigation of any risks that could endanger the health of workers and in order to achieve efficient prevention of violence, ill-treatment, harassment and other forms of psychosocial risk at workplaces.
- (5) The trade union shall strive to make workers aware of healthy and safe work, significance of using personal protective equipment and collect warnings about shortcomings and proposals, if any, made by the workers to improve safety and health at work. The trade union shall inform the employer about the above activities and conclusions and consult the employer regarding those issues at least once a year.
- (6) The employer shall submit the trade union a copy of the general acts in force.

Article 57 **Material conditions for trade union activity**

- (1) The employer shall ensure the representative trade union at the employer the following extent of paid trade union work during working time:
- for carrying out the duties of trade union representatives one and a half paid hour per year for each member of the representative trade union member at the employer,



- half an hour for each worker who is not a member of any trade union.
- (2) Records shall be kept on the use of the agreed extent of paid hours for trade union work in the way, agreed between the employer and trade union representative.
- (3) In case there are several representative trade unions at the employer, the number of hours referred to in this Article paragraph one indent 2, shall be shared in proportion to the number of trade union members.
- (4) In addition to the conditions referred to in this Article paragraph 1 the employer shall ensure also the conditions for the following:
 - participation of the members of the trade union at the employer in meetings of members, however, not more than twice a year,
 - participation of the trade union representative at the meetings of the bodies of the representative trade union at the employer, at the national and regional levels, as well as at meetings of trade union headquarter bodies at the national and regional levels,
 - participation of trade union representatives at professional consultations and education for trade union work, organised at the employer or outside on five working days per year.
- (5) Trade union representative shall be obliged to inform the employer on the basis of the invitation he/she has received, about trade union activity in a timely way and agree about his/her absence.
- (6) The employer shall provide the following to the representative trade union:
 - premises for work by trade unions, their bodies and trade union representatives,
 - accounting and transferring membership fees for the members of the trade union, free of charge and in accordance with the trade union instructions in writing.
- (7) Notwithstanding the material conditions, provided for trade union work under this Article, the employer and representative trade union at the employer may agree that for the duration of the function the representative of the trade union shall be entitled to the wage not lower than the wage he/she was receiving prior to acting as the trade union representative.

Article 58 **Trade union representative status**

- (1) The representative trade union, signatory of this Collective Agreement, shall appoint or elect representatives of the trade union at the employer in accordance with its statute or rules.
- (2) The representative trade union which is also the signatory of this Collective Agreement may appoint or elect not more than the following number of the representatives of the trade union at the employer:
 - when five (5) to fifteen (15) trade union members are employed at the employer, an external trade union representative,
 - when sixteen (16) to fifty (50) trade union members are employed at the employer, one trade union representative,
 - when fifty-one (51) to one hundred (100) trade union members are employed at the employer, two trade union representatives,
 - and one more trade union representative for every one hundred and fifty (150) further trade union members, save not otherwise agreed by the employer and representative trade union.
- (3) Trade union representatives, elected under the criteria referred to in the second paragraph of this Article, shall be entitled to statutory labour protection.



- (4) The representative trade union shall inform the employer about the appointment or election of (a) trade union representative(s) in writing within fifteen (15) days of the appointment or election. The same period of time shall apply to the notice on the termination of a trade union function.
- (5) Trade union - trade union headquarters officials (presidents of regional and national trade union committees, presidents of regional trade unions), employed at the employer and performing their function in a non-professional way, are also regarded as trade union representatives under this Article.
- (6) It is not allowed to decrease a trade union representative's wage or initiate a disciplinary or claim proceedings against him/her or cause that he/she is in less favourable or subordinate position due to trade union activity.

II.6. WAGE, REIMBURSEMENT OF COSTS AND OTHER REMUNERATION

Article 59 General

- (1) Worker's remunerations from employment which are the subject of this Collective Agreement are as follows:
 - wage,
 - compensation of wage,
 - reimbursement of costs related to work,
 - other personal remunerations.
- (2) Reimbursement of costs related to work:
 - transport to and from work,
 - meals during work,
 - reimbursement of business trip costs,
 - off-site allowance,
 - separation allowance.
- (3) Other personal remunerations:
 - pay for annual leave,
 - jubilee awards,
 - solidarity aid,
 - severance pays,
 - Christmas allowance.
- (4) Wages, wage compensation, other remunerations and remuneration of costs related to work are paid to the worker's personal bank account, save otherwise provided by this Agreement.
- (5) The account in writing which shows the data on the wage, compensation of wage, reimbursement of costs related to work and other personal remunerations can be issued electronically to the worker's email address provided by the employer, or in any other electronic way which ensures that the data can be accessed and are suitable for further use, taking into account the regulations concerning protection of personal data.
- (6) Reimbursement of costs related to work, other personal remunerations, payments to students for compulsory practical work shall be paid in the amounts as laid down by this Collective Agreement, however, under the conditions and in the amounts which are not added to the tax base or the base for social security contributions.
- (7) All the amounts in this Collective Agreement referring to wages and compensation of wages are gross amounts.



- (8) When exercising the rights arising from the years of service at the last employer, the years of service concerned shall include uninterrupted years of services at the following:
- last employer,
 - employers who are legal predecessors of the last employer,
 - for workers who were taken over, also years of service at the employers from whom they were taken over,
- save otherwise agreed in this Collective Agreement.
- (9) Wage Annex, which is a component part of this Collective Agreement, lays down the amount of the lowest basic wage, other personal remunerations and reimbursement of costs related to work, or the basis for the calculation of these amounts.

Article 60 **Accounting for wages, compensation and other remuneration**

- (1) Along with the payment of the wage the worker shall receive in writing particularly the following information:
- the number of paid hours for the month the information in writing refers to,
 - worker's basic wage or hourly rate,
 - allowances by types, arising from the law, collective agreement or employment contract,
 - the part of the wage for worker's performance,
 - the part of the wage for business performance,
 - compensation of wage by types,
 - other payments in accordance with company acts, collective agreement at company level or employment contract,
 - gross wage,
 - amounts of social security contributions,
 - net wage,
 - deductions from the wage (wage assignments and injunctions, premiums for complementary optional health and pension insurance, and similar),
 - prepayment of income tax,
 - net payment of wage.
- (2) The employer may account also other personal remuneration and reimbursement of costs related to work on the same accounting sheet.
- (3) The worker or trade union trade representative, authorised by the worker in writing, shall have the right to the interpretation of the calculation of the worker's wage.

Article 61 **Wage**

- (1) Wage shall consist of the following:
- basic wage,
 - a part of the wage for worker's performance,
 - a part of the wage for business performance if agreed at the employer,
 - allowances.
- (2) Wage has to be paid not later than on the eighteenth (18) day of the end of the payment period.



Article 62

The lowest basic wage

- (1) The lowest basic wage means work with the lowest evaluation in a certain tariff class for average monthly full working time or working time equal to monthly full working time.
- (2) The lowest basic wages for an individual tariff class of this Collective Agreement shall represent the minimum when defining the lowest basic wages at the employer.

Article 63

Basic wage

Basic wage shall be defined taking into account the complexity of work at the position of employment/type of work which is the subject of the employment contract.

Article 64

Payment arising from worker's performance

Measures and criteria for establishing worker's performance shall be defined in the collective agreement at the employer and in the employer's general act.

Article 65

Payment for business performance

- (1) Payment for business performance is a component part of the wage provided it is agreed in the collective agreement at the employer, employer's general act or employment contract.
- (2) Payment for business performance shall be excluded from the bases for the compensation of wages and other remunerations from employment.
- (3) Worker who has not been working for the whole period shall be entitled to the part of the wage for business performance in proportion to the wages, accounted for the effective working time.

Article 66

Remuneration for special performance

The employer may pay the worker also for special performance which is a part of the wage, arising from the worker's personal performance, and the criteria, way of payment and the amount shall be agreed by a special contract.

Article 67

Types of allowances

- (1) The following shall be regarded as allowances:
 - Allowances, arising from the distribution of working time which is less favourable for the worker;
 - Allowances, arising from special burdens at work, adverse environment impacts and dangers at work;
 - Bonus for years of service.
- (2) The worker shall be entitled to the allowances referred to in the first and second indent when such conditions are not included in the complexity of his/her position of employment.



Article 68

Allowances, arising from the distribution of working time which is less favourable for the worker

- (1) Worker shall be entitled to allowance for work in less favourable working time, to at least the following percentage of the basic wage or corresponding hourly rate:
 - for work in afternoon or night shift when work process is carried out in the second or the third shift – 10 %
 - work in split working time – 20 %
 - stand-by at home – 10 %
 - for night work – 75 %
 - for overtime – 30 %
 - for work on Sundays and statutory public holidays – 100 %
 - for work on 1 January, 1 May, 1 November, 25 December and Easter Sunday - 200 %
- (2) The worker shall be entitled to the allowance for work in split working time for each started hour of the break.
- (3) The worker shall be entitled to the allowance for the time of stand-by at home for each hour of stand-by.
- (4) Allowance for work on Sunday and allowance for work on statutory public holiday shall exclude each other.
- (5) The worker shall be entitled to the allowance for work in less favourable working time only for the time when he/she worked in the conditions which resulted in the allowance.

Article 69

Allowances, arising from special burdens at work, adverse environment impacts and dangers at work

- (1) When allowances, arising from special burdens at work, adverse environment impacts and dangers at work are not taken into account in the basic wage, the worker shall be entitled to the allowance for the period of working in such conditions.
- (2) The conditions referred to in the first paragraph of this Article and the amount shall be defined in the collective agreement at the employer or in the employer's general act.
- (3) In case those conditions are not taken into account in the basic wage and the amount of the allowance is not defined at the employer, the worker shall be entitled to the allowance in the amount of 2% of the basic wage in cases when the worker is permanently exposed to the following:
 - excessively high temperatures;
 - work in the cold store,
 - excessive dust,
 - excessive noise.
- (4) The worker shall be entitled to the allowance for difficult working conditions or the impact of elements for the duration of such work provided the worker has been allocated to such work and actually did it.



Article 70

Bonus for the years of service

- (1) Irrespective of the employer, branch or status (for example, unemployed people), the worker shall be entitled to the bonus for the total years of service in the amount of 0.5% of the basic wage for each completed year of service as at the day this Collective Agreement enters into force.
- (2) During the employment relationship at the employer, the bonus referred to in the preceding paragraph shall be accounted for on monthly basis and on the basis of the worker's basic wage applicable each month.
- (3) Total years of service referred to in the first paragraph of this Article shall include the completed years of service that the worker has spent at work, or in employment at home or abroad, or pursuing self-employed activity, which are confirmed by entry in the employment booklet or shown in the record of the periods of insurance, issued by the Pension and Disability Insurance Institute of the Republic of Slovenia. Purchased or beneficiary years of service or special insurance periods shall not be counted in the total years of service for the purpose of exercising the right to the bonus for the total years of service.
- (4) In case a worker starts working at the employer after the enforcement of this Collective Agreement, the worker can exercise the right to the bonus for the years of service referred to in the first paragraph of this Article on the basis of the employment booklet or the record of the periods of insurance, issued by the Pension and Disability Insurance Institute of the Republic of Slovenia, submitted to the employer upon signing the employment contract and the employer shall be obliged to inform the worker about that prior to such signing. The employer shall be obliged to start paying the worker the bonus referred to in the first paragraph of this Article with the worker's first wage. In case the worker does not submit the appropriate evidence when the contract is being signed, the bonus referred to in the first paragraph of this Article shall start to be accounted for with the wage for the month following the month when the worker submits the evidence. The employer shall not be obliged to collect evidence on the total years of service on behalf of the worker.
- (5) For the worker who continues to work at the employer after the enforcement of this Collective Agreement the counting of the years of service shall not be interrupted or changed, and the worker is entitled to the bonus in the amount of 0.5% of the basic wage for each further completed year of service as long as the worker is employed at the employer.
- (6) The worker who starts working at the employer after the enforcement of this Collective Agreement shall be entitled to the bonus for years of service referred to in the first paragraph of this Article and to the bonus in the amount of 0.5% of the basic wage for each completed year of service at the last employer.

Article 71

Compensation of wage

- (1) The worker shall be entitled to the compensation of wage for the time of justified absence from work in cases and in the amount laid down by law.
- (2) For the time of a strike at the employer, organised in accordance with the law and resulting from breaching workers' rights by the employer, the workers shall be entitled to the compensation of wage in the amount of 70 % of the basic wage. The compensation shall be limited to not more than four (4) working days.
- (3) The part of the wage arising from overtime, business performance or special performance shall not be a part of the base for the calculation of compensation.



Article 72

Reimbursement of the costs of transport to and from work

- (1) The worker shall be entitled to the reimbursement of costs of transport to and from work for the days when he/she is at work from the place of residence, indicated in the employment contract, to the place of work.
- (2) The worker shall be entitled to the reimbursement of costs of transport to and from work for the shortest routes by public transport, and in case there is no public transport, the shortest distance by road from the place of residence, indicated in the employment contract, to the place of work.
- (3) When the place of residence is less than one (1) kilometre from the workplace, the worker shall not be entitled to the reimbursement of costs of transport to and from work.
- (4) The amount of the reimbursement of costs of transport to and from work shall be laid down in the wage annex.

Article 73

Reimbursement of costs of meals during work

- (1) The worker who is present at work for not less than four (4) hours shall be entitled to the reimbursement of meals during work if the employer does not provide a free hot meal.
- (2) The amount of reimbursement of costs of meals during work shall be laid down in the wage annex.

Article 74

Reimbursement of business trip costs

- (1) The following shall be entitled to the reimbursement of costs incurred by workers during the performance of certain assignments and duties on a business trip:
 - a. daily allowance (reimbursement of the cost of meals),
 - b. reimbursement of the costs of accommodation, and
 - c. reimbursement of the costs of transport.
- (2) The worker, sent to a business trip by the employer, shall be entitled to the reimbursement of the costs of business trip.
- (3) When the nature of work requires that most of the work is carried out outside the employer's registered office and the employer's organisational unit and work is done in the territory of the Republic of Slovenia, and the worker returns to his/her place of residence every day, the worker shall be entitled to meals or reimbursement of the costs of meals during work and not to a daily allowance.
- (4) Daily allowance and meals or reimbursement of the cost of meals during work shall exclude each other.
- (5) Accommodation costs on a business trip shall be reimbursed in the amount of the actual accommodation costs provided they are documented by a travel order and receipts for the accommodation in a facility, approved by the employer.
- (6) The amount of daily allowance and reimbursement of the costs of transport for a business trip in the Republic of Slovenia and abroad shall be laid down in the wage annex.



Article 75

Separation allowance

The worker shall be entitled to separation allowance provided that is agreed by the employment contract.

Article 76

Pay for annual leave

- (1) The employer shall be obliged to pay out the pay for annual leave as laid down by the law.
- (2) The employer is allowed to pay a part of the pay for annual leave in a non-monetary form. When a part of the pay for annual leave is paid in non-monetary form, the pay for annual leave shall amount to EUR 910.00, of which at least 55% has to be paid in money.
- (3) In case a part of the pay for annual leave is paid in non-monetary form, the employer shall be obliged to provide that part of the pay for annual leave in the form that the worker needs for meeting his/her everyday needs and the value shall be equal to the value in cash.
- (4) In case of employer's illiquidity, the pay for annual leave may be paid out not later than on 1 November of the current calendar year.

Article 77

Jubilee awards

- (1) Workers shall be entitled to jubilee awards for 10, 20, 30 and 40 years of service at the last employer.
- (2) Purchased years are not counted in the condition to be entitled to the jubilee award.
- (3) The worker shall be entitled to the jubilee award referred to in the first paragraph of this Article when he/she has not received the jubilee award for the same jubilee from the same employer.
- (4) The jubilee award shall be paid out within one month of the date the conditions referred to in this Article are met.
- (5) The amounts of jubilee awards shall be laid down in the wage annex.
- (6) In case the employer pays jubilee awards for jubilees other than those laid down in the first paragraph of this Article, such jubilee awards can be paid out in non-monetary form.

Article 78

Solidarity aid

- (1) Solidarity aid shall be paid in case of worker's death or death of the worker's spouse, cohabitant, child or adopted child save in cases when at least the same amount is paid out on the basis of another entitlement.
- (2) The employer can pay out solidarity aid also in case of serious disability or long illness of the worker, or in case of a natural disaster or fire that affects the worker.
- (3) The proposal for the allocation of solidarity aid may be given by the trade union representative or by any other worker. The employer shall decide whether the proposal is justified and on the amount of aid on case by case basis. The employer shall be obliged to take a position about the proposal within 30 days,
- (4) The amount of solidarity shall be laid down in the wage annex.



Article 79 **Severance pay**

- (1) When a worker has been employed at the employer for a period not shorter than five (5) years, the employer shall inform the worker, not later than one month prior to the date the conditions for old-age retirement are met, in writing that such condition will be met and about the right to severance pay under the conditions laid down in the second and the third paragraph of this Article.
- (2) When a worker has been employed at the employer for a period not shorter than five (5) years and retires, the employer shall be obliged to pay severance pay in the amount not lower than one (1) monthly average wage in the Republic of Slovenia for the last three (3) months, and this severance pay shall be paid together with the last wage or compensation of wage.
- (3) When a worker has been employed at the employer for a period not shorter than five (5) years and retires before or not later than sixty (60) days of the date he/she meets the conditions for old-age retirement, or retires due to disability, the employer shall be obliged to pay severance pay in the amount of two monthly average wages in the Republic of Slovenia for the last three months, and this severance pay shall be paid together with the last wage or compensation of wage.
- (4) In case the employer terminates employment contract due to business reasons or due to the reason of incompetence, inability to carry out work under the conditions of the employment contract due to disability in accordance with the regulations concerning pension and disability insurance or regulations concerning rehabilitation treatment and employment of persons with disabilities, or due to failure during the probationary period, the severance pay may exceed 10-time base, laid down in in the law, namely up to 20-time base laid down in the law.
- (5) The employer shall be obliged to pay the severance pay together with the last wage or compensation of wage.

Article 80 **Christmas allowance**

- (1) Christmas allowance may be agreed by collective agreement at the employer or the employer's general act.
- (2) Christmas allowance can be paid in a non-monetary form.

Article 81 **Remuneration to mentors**

- (1) Trainee mentors shall be entitled to the mentoring allowance in the amount not lower than 10% of the minimum wage.
- (2) Other mentorship forms and conditions can be laid down at the level of the employer.

III. TRANSITIONAL AND FINAL PROVISIONS

Article 82 **Transitional provision concerning the calculation of the annual leave**

Irrespective of the date this Collective Agreement enters into force, the employer shall be obliged to calculate the annual leave for 2014 in accordance with the Collective Agreement for Slovenia's Trade Sector (Official Gazette of the RS, Nos. 111/06, 94/08 as amended) when this is more favourable for the worker.



Article 83

Application of the provisions concerning allowances, arising from special burdens at work, adverse environment impacts and dangers at work

The provision of Article 69 paragraph three shall become applicable six (6) months of the enforcement of this Collective Agreement.

Article 84

Application of the provision concerning severance pay

The provisions of Article 79 paragraphs one, two and three shall become applicable six (6) months of the enforcement of this Collective Agreement, and until then the provision of the Employment Relationships Act Article 132 (Official Gazette of the RS, No. 21/13 and 78/13) shall be applied directly.

Article 85

Final provision

- (1) The Contract shall enter into force when both Contracting parties have signed it.
- (2) Slovenian Chamber of Commerce shall make sure that the Contract is entered in the register of collective agreements and published in the Official Gazette of the Republic of Slovenia, and the costs of the latter shall be shared between the Parties.

Ljubljana, 24 March 2014

Sindikat delavcev trgovine Slovenije – ZSSS
(Trade Union of Workers in Trade Sector)

Vesna Stojanovič m.p.
President

Slovenian Chamber of Commerce
MA Marija Lah m. p.
President

Employers' Association of Slovenia
Nina Potisek m. p.
President of EAS –
Trade section

**Chamber of Commerce and Industry
of Slovenia**
MA Brane Lotrič m. p.
President of Management Board
of CCIS – Chamber of Small Business
and Trade



ANNEX 1:

A DETAILED LIST OF ACTIVITIES BY GROUPS, CLASSES AND SUBCLASSES SUBJECT TO THIS COLLECTIVE AGREEMENT

45 Wholesale and retail trade and repair of motor vehicles and motorcycles

45.110	Sale of cars and light motor vehicles
45.190	Sale of other motor vehicles
45.200	Maintenance and repair of motor vehicles
45.310	Wholesale trade of motor vehicle parts and accessories
45.320	Retail trade of motor vehicle parts and accessories
45.400	Sale, maintenance and repair of motorcycles and related parts and accessories

46 Wholesale trade, except of motor vehicles and motorcycles

46.110	Agents involved in the sale of agricultural raw materials, live animals, textile raw materials and semi-finished goods
46.120	Agents involved in the sale of fuels, ores, metals and industrial chemicals
46.130	Agents involved in the sale of timber and building materials
46.140	Agents involved in the sale of machinery, industrial equipment, ships and aircrafts
46.150	Agents involved in the sale of furniture, household goods, hardware and ironmongery
46.160	Agents involved in the sale of textiles, clothing, footwear and leather goods
46.170	Agents involved in the sale of food, beverages and tobacco
46.180	Agents specialised in the sale of other particular products
46.190	Agents involved in the sale of a variety of goods
46.210	Wholesale of grain, unmanufactured tobacco, seeds and animal feeds
46.220	Wholesale of flowers and plants
46.230	Wholesale of live animals
46.240	Wholesale of hides, skins and leather
46.310	Wholesale of fruit and vegetables
46.320	Wholesale of meat and meat products
46.330	Wholesale of dairy products, eggs and edible oils and fats
46.340	Wholesale of beverages
46.350	Wholesale of tobacco products
46.360	Wholesale of sugar and chocolate and sugar confectionery
46.370	Wholesale of coffee, tea, cocoa and spices
46.380	Wholesale of other food including fish, crustaceans and molluscs
46.390	Non-specialised wholesale of food, beverages and tobacco
46.410	Wholesale of textiles
46.420	Wholesale of clothing and footwear
46.430	Wholesale of electrical household appliances
46.440	Wholesale of china and glassware and cleaning materials
46.450	Wholesale of perfume and cosmetics



46.460	Wholesale of pharmaceutical goods
46.470	Wholesale of furniture, carpets and lighting equipment
46.480	Wholesale of watches and jewellery
46.490	Wholesale of other household goods
46.510	Wholesale of computers, computer peripheral equipment and software
46.520	Wholesale of electronic and telecommunications equipment and parts
46.610	Wholesale of agricultural machinery, equipment and supplies
46.620	Wholesale of machine tools
46.630	Wholesale of mining, construction and civil engineering machinery
46.640	Wholesale of machinery for the textile industry and of sewing and knitting machines
46.650	Wholesale of office furniture
46.660	Wholesale of other office machinery and equipment
46.690	Wholesale of other machinery and equipment
46.710	Wholesale of solid, liquid and gaseous fuels and related products
46.720	Wholesale of metals and metal ores
46.730	Wholesale of wood, construction materials and sanitary equipment
46.740	Wholesale of hardware, plumbing and heating equipment and supplies
46.750	Wholesale of chemical products
46.760	Wholesale of other intermediate products
46.770	Wholesale of waste and scrap
46.900	Non-specialised wholesale trade

47 Retail trade, except of motor vehicles and motorcycles

47.110	Retail sale in non-specialised stores with food, beverages or tobacco predominating
47.190	Other retail sale in non-specialised stores
47.210	Retail sale of fruit and vegetables in specialised stores
47.220	Retail sale of meat and meat products in specialised stores
47.230	Retail sale of fish, crustaceans and molluscs in specialised stores
47.240	Retail sale of bread, cakes, flour confectionery and sugar confectionery in specialised stores
47.250	Retail sale of beverages in specialised stores
47.260	Retail sale of tobacco products in specialised stores
47.290	Other retail sale of food in specialised stores
47.301	Retail sale of own automotive fuel
47.302	Agents involved in retail sale of automotive fuels
47.410	Retail sale of computers, peripheral units and software in specialised stores
47.420	Retail sale of telecommunications equipment in specialised stores
47.430	Retail sale of audio and video equipment in specialised stores
47.510	Retail sale of textiles in specialised stores
47.520	Retail sale of hardware, paints and glass in specialised stores
47.530	Retail sale of carpets, rugs, wall and floor coverings in specialised stores
47.540	Retail sale of electrical household appliances in specialised stores
47.590	Retail sale of furniture, lighting equipment and other household articles in specialised stores
47.610	Retail sale of books in specialised stores



47.621	Retail sale of newspapers and magazines
47.622	Retail sale of stationery
47.630	Retail sale of music and video recordings in specialised stores
47.640	Retail sale of sporting equipment in specialised stores
47.650	Retail sale of games and toys in specialised stores
47.710	Retail sale of clothing in specialised stores
47.720	Retail sale of footwear and leather goods in specialised stores
47.730	Dispensing chemist in specialised stores
47.740	Retail sale of medical and orthopaedic goods in specialised stores
47.750	Retail sale of cosmetic and toilet articles in specialised stores
47.761	Retail sale in flower shops
47.762	Retail sale of gardening equipment and pets in specialised stores
47.770	Retail sale of watches and jewellery in specialised stores
47.781	Retail sale of glasses in specialised stores
47.782	Retail sale of works of art in specialised stores
47.789	Other retail sale of new goods in specialised stores n.e.c.
47.790	Retail sale of second-hand goods in stores
47.810	Retail sale via stalls and markets of food, beverages and tobacco products
47.820	Retail sale via stalls and markets of textiles, clothing and footwear
47.890	Retail sale via stalls and markets of other goods
47.910	Retail sale via mail order houses or via Internet
47.990	Other retail sale not in stores, stalls or markets.



ANNEX 2

WAGE ANNEX TO THE COLLECTIVE AGREEMENT FOR SLOVENIA'S TRADE SECTOR

I. THE LOWEST BASIC WAGES

Article 1

The lowest basic wages (LBW) by tariff classes shall be as follows:

Tariff class		LWB IN EUR
I.	Simple work	492.12
II.	Less demanding work	511.00
III.	Medium demanding work	541.36
IV.	Demanding work	594.38
V.	More demanding work	662.53
VI.	Very demanding work	776.16
VII.	Highly demanding work	925.67

II. REIMBURSEMENT OF COSTS RELATED TO WORK

Article 2

Transport to and from work

Reimbursement of the costs of transport to and from work shall be paid in the amount not lower than 70% of the price of public transport. In case there is no public transport, the worker shall be entitled to the reimbursement of the costs of transport to and from work in the amount not lower than EUR 0.16 per each full kilometre of the journey and to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.

Article 3

Meals during work

The amount of the reimbursement of the cost of meals during work shall amount to at least EUR 4.24 per each day worked.

Article 4

Business trips

(1) For business trips in Slovenia the worker shall be entitled to daily allowance (reimbursement of the costs of meals) for the business trip, lasting:

- 6 - 8 hours: EUR 6.13,
- 8 - 12 hours: EUR 8.76,



- more than 12 hours: EUR 17.30

to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.

- (2) For business trips abroad the worker shall be entitled to daily allowance (reimbursement of the costs of meals) to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.
- (3) For business trips in Slovenia and abroad the worker shall be entitled to the reimbursement of the costs of transport to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.

Article 5 Separation allowance

The worker shall be entitled to separation allowance to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.

Article 6 Indexation of the reimbursement of costs

Reimbursement of costs related to work other than separation allowance shall be adjusted on 1 July of the current year by applying the average annual consumer price index for the period January - June of the current year in relation to the period from January to June of the previous year.

III. OTHER REMUNERATIONS

Article 7 Jubilee award for work at the last employer

The amount of jubilee awards may be up to the maximum amount which is not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.

Article 8 Solidarity aid

- (1) The amount of solidarity aid that close family members are entitled to in case of worker's death, shall be paid out in the amount not lower than EUR 700 and to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.
- (2) The amount of solidarity aid that the worker is entitled to in case of death of a close family member, shall be paid out in the amount not lower than EUR 350 and to the amount not higher and under the conditions that these amounts are not included in the tax base of the income arising from employment nor in the base for the payment of social security contributions.

