



Contracting Parties

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

and

Trgovinska zbornica Slovenije (Slovenian Chamber of Commerce), Združenje delodajalcev Slovenije (Employer's Association 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 as amended) 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

I. 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 2022.
- (2) This Collective Agreement shall enter into force on 15 August 2018.
- (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 of individual labour disputes**

The process of resolving collective disputes and individual labour disputes is regulated in Annex II to this Collective Agreement and constitutes an integral part of the Agreement.



Article 9 Interpretation of the Collective Agreement

- (1) Parties to this Collective Agreement shall appoint an expert commission; each signatory shall appoint one member and one deputy, from among the members who participated in negotiations.
- (2) This expert commission shall unanimously 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 10 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) The operator is a natural person, entered in the court (business) register as the owner.
- (3) Worker's family members are:
 - the spouse or a person who was living with the employer for two years prior to concluding the employment contract in a community which, subject to the act regulating the marriage and family relations, has the same legal consequences as a marriage, or a partner in the registered same-sex partnership (hereinafter referred to as: spouse or cohabitant),
 - children, adopted children and spouse's or cohabitant's children,
 - parents – father, mother, parent's spouse or cohabitant, adopter, and
 - brothers and sisters.
- (4) 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.
- (5) General act is an employer's act, regulating in a general way certain issues, relating to employment relationships in accordance with the law.
- (6) 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.
- (7) 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.



- (8) 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.
- (9) Position of employment is the smallest organisation unit in the employer's structure, within which duties are carried out.
- (10) The term act used for the purpose of this Collective Agreement shall mean the act regulating employment relations.
- (11) Various judiciary rules of the same level shall be interpreted for the benefit of the worker. Save in case of cogent norms, the judiciary rule (irrespective of its level) which is for the benefit of the worker shall be applied.

Article 11 **Special regulation for small employers**

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

Article 12 **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 13 **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 14 **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 15

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 16

Employment contract in case of project work

In case of an employment contract concluded for a definite period of time concerning preparation or work, organised in a project way, and the project lasts for more than two years, the following 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 17

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 18

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 19 **Mutual exclusion of traineeship and probationary period**

Traineeship and probationary period shall be mutually exclusive.

Article 20 **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) The worker shall be obliged to carry out other works in the cases and duration as laid down by the law.
- (5) Irrespective of the provision referred to in the preceding paragraph, 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.
- (6) The worker shall be obliged to carry out another work, in compliance with this Article paragraphs one and four, so that the entire duration of that other work is not more than four months.
- (7) In case the worker is assigned another work in accordance with this Article paragraph one and suitable work in accordance with this Article paragraphs four and five, the entire duration of that other work may not more than six months.
- (8) In the cases referred to in the preceding paragraph, a small employer may order another suitable work to be carried out.
- (9) 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.
- (10) 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 21 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 22 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 23 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 24 General provision

- (1) 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.
- (2) Equally distributed weekly full working time, including overtime, must not be longer than 48 hours. The principle of proportionality shall be applied in case of a part-time employment contract.
- (3) In case of irregular working hours and temporarily reorganised working time, weekly full working time, including overtime, must not be longer than 56 hours. The principle of proportionality shall be applied in case of a part-time employment contract.



Article 25

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 26

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 27

Fixed working time

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

Article 28

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 29 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 30 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 31 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 exceptionally day, following a certain repetitive pattern.
- (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 32 Uneven distribution of working time

- (1) When laid down in the annual calendar, working time in individual organisational units may be distributed unevenly 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 so that the worker's work obligation does not exceed the annual contractually agreed working time.
- (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 25 paragraphs six and seven.



- (3) It is not allowed to order uneven distribution of working time to workers who are the subject of the prohibition of working overtime, in accordance with the law, regulating employment relationships.
- (4) The 12-month period referred to in the second paragraph of this Article shall last from 1 January to 31 December of the current calendar year, save a different start and finish of the continuous 12-month period is defined in the annual distribution of working time.

Article 33 **Temporary rearrangement of working time**

- (1) Working time in individual organisational units may be 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, namely in case where it is not possible to envisage them even with careful organisation and full working time is taken into account as the average obligation in a period which must not be longer than 12 (twelve) months.
- (2) 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.
- (3) It is not allowed to order uneven distribution of working time to workers who are the subject of the prohibition of working overtime, in accordance with the law, regulating employment relationships.
- (4) The 12-month period referred to in the second paragraph of this Article shall last from 1 January to 31 December of the current calendar year, save a different start and finish of the continuous 12-month period is defined in the annual distribution of working time.

Article 34 **Excess hours within uneven distribution of working time and temporary rearrangement of working time**

- (1) In case of uneven distribution of working time and temporary rearrangement of working time, working time, including overtime, must not be longer than 56 hours per week. For workers with part-time employment contract the hours of the longest weekly time shall be decreased proportionately.
- (2) Every three calendar months the employer shall be obliged to conduct an analysis of the excess hours, arising from uneven and temporary distribution of working time, and at the request report to the representative trade union at the employer.
- (3) 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.
- (4) In case compensation with hours off is not possible during the reference period as laid down by the law, the employer shall be obliged to pay the worker the excess hours in the month following the expiry of that period at the rate of the hourly rate of the worker's basic wage, increased by 60%.
- (5) 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 in the month, following the work, at the rate of the hourly rate of the worker's basic wage, increased by 100%.



Article 35 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) Equally distributed weekly full working time, including overtime, must not be longer than 48 hours. The principle of proportionality shall be applied in case of a part-time employment contract.
- (3) 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 36 Ordering overtime

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 37 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) The order in writing is also an order for accounting and payment of overtime, save otherwise agreed by the worker and the employer.

Article 38 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 39 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 40 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 41 Protected categories – work on Sundays and on public holidays, laid down by law as work-free days, and on days laid down by law as work-free days

The employer must not order work on Sundays and on public holidays, laid down by law as work-free days, and on days laid down by law as work-free days 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, which may be revoked by the worker at any time;
- 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.

Article 42 Work on Sundays

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 not ordered to work more than two (2) Sundays in a month and not more than twenty (20) Sundays in a year.

Article 43 Work on public holidays, laid down by law as work-free days, and on days laid down by law as work-free days

Save the exceptions, the employer must not order work on all fifteen public holidays, laid down by law as work-free days, and on the following days laid down by law as work-free days:

- 1 January – New Year;
- 2 January – New Year;
- 8 February - Slovenian Culture Day,
- Easter Sunday;



- Easter Monday;
- 27 April – Day of Uprising Against Occupation;
- 1 May - Labour Day;
- 2 May - Labour Day;
- Whit Sunday;
- 25 June – Statehood Day;
- 15 August – Assumption Day;
- 31 October - Reformation Day;
- 1 November – Day of Remembrance for the Dead;
- 25 December – Christmas;
- 26 December – Independence and Unity Day.

Article 44 **Exemption from the limitations**

- (1) The limitations referred to in Articles 41, 42 and 43 shall not apply to the operator and their family members as laid down by the act, regulating employment relationships.
- (2) Limitations referred to in Articles 42 and 43 shall not apply to workers who:
 - carry out jobs laid down by special regulations (e.g. delivery of medications, animal care, requirements arising from concessions...);
 - perform tasks directly linked to activities arising from the rules regulating energy sector and public utility service;
 - work in shops which would be, according to the Act Regulating the Transformation of Duty-Free Shops at Road Border Crossing with the Member States of the European Communities, Acting within the Framework of the European Union, into Border Shops, and the Special Supervisory Measures Relating to these Shops (Official Gazette of the RS, No. 62/01) regarded as far as their location is concerned, as border shops, and in shops which would be, according to the Customs Act (Official Gazette of the RS, Nos. 1/95, 28/95, 32/99 and 40/99) regarded as far as their location is concerned, as duty-free shops;
 - prepare and bake bread, confectionery products ... within a completed production process for the needs of a shop where the workers do not offer or sell products directly to the consumer or do not do other jobs within the sales premises;
 - prepare meat ... within a completed production process for the needs of a shop where the workers do not offer or sell products directly to the consumer or do not do other jobs within the sales premises;
 - perform tasks in transport, distribution of goods or a warehouse, within a completed production process for the needs of a shop;
 - perform the tasks of providing security of people and property;
 - perform tasks, related to customer support in online selling;
 - perform the tasks of filling vending machines;
 - sell on stalls and marketplaces;
 - work in shops providing care for guests in campsites;
 - carry out performances, presentations or sale at business partners, at fairs or events at home and abroad.
- (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 referred to in Article 41 or sell at petrol stations are not ordered to work more than twenty (26) Sundays in a year. On the basis of an explicit initiative by the worker in writing, which may be revoked by the worker at any time, the worker and the employer may, in relation to work due to public, economic or market interest, agree also outside the said limitations. Limitations referred to in Article 43 shall not apply to workers who sell at petrol stations.



Article 45

Financial assessment

- (1) In case limitations referred to in Articles 41, 42, 43, and 44 are breached, the employer shall be obliged to pay the worker in the month, following the month of the breach, in addition to the supplements, laid down in this Collective Agreement, also the amount of 500%, taking into account the worker's basic wage or appropriate hourly rates.
- (2) The financial assessment shall not be counted as a part of the basis of assessing compensations under the law.

Article 46

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 47

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) The worker who works part-time shall have the right to the break during working time in proportion to the time, spent at work. The worker shall be entitled to a break during working time provided they work not fewer than four hours a day.
- (3) In case of uneven distribution of working time or temporary rearrangement of working time, the length of the break shall be defined in proportion to the length of the daily working time.
- (4) 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.
- (5) The earliest break may be one hour after the beginning of work and the latest one hour before the end of working time.

Article 48

Daily rest

- (1) In the period of 24 hours the worker shall have the right to a 12-hour, in exceptional cases 11-hour uninterrupted rest.
- (2) In case of shift and split working time daily rest shall be ensured in the period not longer than fourteen (14) days.

Article 49

Weekly rest

- (1) In addition to the right to daily rest (12 or 11 hours), in the period of 7 (seven) consecutive days the worker shall have the right to a rest which lasts for at least 24 uninterrupted hours. The day of the weekly rest must not be replaced with the calculated use of the annual leave.



- (2) The average duration of weekly rest (24 hours) may be ensured in the period not longer than 14 days in the following cases:
- the nature of work requires permanent presence,
 - the nature of work requires continuous provision of work and services,
 - in cases of exceptional increase of the extent of work.
- (3) The limitation referred to in this Article paragraph two shall not apply to the operator and their family members.

Article 50 **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:
 - o from 2 to 5 years – 1 day,
 - o from 5 to 10 years – 2 days,
 - o from 10 to 15 years – 4 days,
 - o from 15 to 20 years – 5 days,
 - o 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) Annual leave shall be ordered taking into account the needs of the work process and opportunities for worker's rest and recreation as well as the worker's family needs.
- (10) 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.

- (11) The worker who is a member of the trade union, signatory of this Collective Agreement, shall have the right to take the additional day of annual leave on the day he/she selects himself/herself and the worker shall be obliged to inform the employer thereof at least three days in advance. The employer cannot refuse that provided this does not seriously endanger the work process. The worker exercises this right on the basis of a valid membership card of the trade union, signatory of this Collective Agreement.

Article 51

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.
- (4) Irrespective of the provisions of this Article, the worker who is a member of the trade union, signatory of this Collective Agreement, shall have the right to one additional working day of paid absence from work or not more than eight hours in a calendar year due to trade union education or training. The worker exercises this right on the basis of a valid membership card of the trade union, signatory of this Collective Agreement.

Article 52

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 53

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 54

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 55

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 56

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. THE FRAMEWORK OF TRADE UNION ACTIVITY

Article 57 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 58 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 59 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 60

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.
- (2) 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.
- (3) 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 61

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 62 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,
 - business trips,
 - 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 63

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 64

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.



Article 65 **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 66 **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 67 **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 68 **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.

Article 69 **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 70 **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 71

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 nominal amount or percentage of the basic wage or corresponding hourly rate:
 - for work in afternoon or night shift when work process is carried out in the afternoon or night shift – 10 %
 - work in split working time – 20 %
 - stand-by at home – 10 %
 - for night work – 75 %
 - for overtime – 30 %
 - work on Sundays 100% but not less than EUR 6.05/hour;
 - Work on public holidays, laid down by law as work-free days, and on days laid down by law as work-free days – 250%.
- (2) The worker shall be entitled to the allowance for work in the afternoon shift for the work done after 12.00.
- (3) The worker shall be entitled to the allowance for work in split working time for each started hour of the break.
- (4) The worker shall be entitled to the allowance for the time of stand-by at home for each hour of stand-by.
- (5) The allowances for work on Sunday and work on public holidays, laid down by law as work-free days, and on days laid down by law as work-free days shall be mutually exclusive. In such case the allowance which is more favourable for the worker shall be applied.
- (6) 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. The employer shall be obliged to calculate for the accounting month all the allowance, arising from the distribution of working time which is less favourable for the worker in the actual scope irrespective of the calculated sum of monthly hours.

Article 72

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 73

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 of 1 May 2014.
- (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 and including 1 May 2014, 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 and including 1 May 2014 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 and including 1 May 2014 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 74

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 75

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) In case the costs of transport to and from work increase due to the reasons on the employer's side, the worker shall have the right to the reimbursement of such increased costs of transport to and from work provided this is agreed with the employer.
- (3) 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.
- (4) In case of work on a day when there is no suitable public transport, for that day the worker shall be entitled to have the costs, calculated on the basis of this Article paragraph three increased by the cost of transport by another means of transport.
- (5) 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.
- (6) The amount of the reimbursement of costs of transport to and from work shall be laid down in the wage annex.
- (7) In case the employer calculates the reimbursement of the costs of transport to and from work by taking into account the relevant cost of a monthly ticket in the percentage laid down in Wage Annex, in case of sick leave the worker shall be entitled to the reimbursement of the total cost irrespective of the days of sick leave. This provision shall not be applied if the Ministry of Finance – Financial Administration of the RS issues an opinion that this cost is included in the tax base of the income arising from employment and in the base for the payment of social security contributions.
- (8) In case the employer calculates the reimbursement of the costs of transport to and from work by taking into account the relevant cost of a monthly ticket in the percentage higher than that laid down in Wage Annex, in case of sick leave the worker shall be entitled to the reimbursement not lower than the amount of the reimbursement of the cost in the percentage laid down in the Wage Annex, irrespective of the days of sick leave. This provision shall not be applied if the Ministry of Finance – Financial Administration of the RS issues an opinion that this cost is included in the tax base of the income arising from employment and in the base for the payment of social security contributions.

Article 76 **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 77 **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:
 - daily allowance (reimbursement of the cost of meals),
 - reimbursement of the costs of accommodation, and
 - 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 78 **Separation allowance**

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

Article 79 **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, as of 1 January 2019 the pay for annual leave shall amount to EUR 970.00, 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 allows the worker to buy a wide range of products needed 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 80 **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 81 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 82 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) The employer shall be obliged to pay the severance pay together with the last wage or compensation of wage.

Article 83 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 84 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 85

Application of the provisions concerning work in Sundays and allowances for work on Sundays

Irrespective of the date this Collective Agreement enters into force, the provisions of Article 42 and Article 71 indent 6 of this Collective Agreement shall be applied as of 1 September 2018, while the provisions of Article 40 paragraph two and Article 68 paragraph one indent 6 of the Collective Agreement for Slovenia's Trade Sector (Official Gazette of the RS, No. 24/14 as amended) shall be applied until then.

Article 86

Transitional provision concerning pay for the annual leave

Irrespective of the date this Collective Agreement enters into force, the employer shall be obliged to pay out the pay for the annual leave for 2018 in non-monetary form in accordance with the Collective Agreement for Slovenia's Trade Sector (Official Gazette of the RS, No. 24/14 as amended).

Article 87

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.
- (3) As of the date this Agreement enters into force, the Collective Agreement for Slovenia's Trade Sector (Official Gazette of the RS, No. 24/14 as amended) shall cease to be valid.

Ljubljana, 16 July 2018

Signatories:

Sindikat delavcev trgovine Slovenije
(Trade Union of Workers in Trade Sector)
National Committee
Vesna Stojanovič m.p.
President

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

Council of Trade Unions of Gorenjska
Nežka Bozovičar m.p.
President

Employers' Association of Slovenia
Gregor Rajšp m.p.
President of Trade Section

Chamber of Commerce and Industry of Slovenia
Brane Lotrič, MA m. p.
President of the Management Board of CCIS - Chamber of Small Business and Trade

Pursuant to the certificate by the Ministry of Labour, Family, Social Affairs and Equal Opportunities No. _____ of _____ Collective Agreement for Slovenia's Trade Sector is entered in the register of collective agreements pursuant to the Collective Agreements Act Article 25 under seq. number _____.



ANNEX I

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 aircraft
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 meat products
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	Retails 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 II.

RESOLVING COLLECTIVE DISPUTES AND INDIVIDUAL LABOUR DISPUTES

I. FRIENDLY RESOLVING OF COLLECTIVE DISPUTES WITH RECONCILIATION AND ARBITRATION

Article 1

Resolving of collective disputes between the parties to the Collective Agreement for Slovenia's Trade Sector

- (1) The parties to the Collective Agreement for Slovenia's trade Sector may resolve their collective disputes arising from this Collective Agreement which could not have been resolved by negotiations, in a friendly way by reconciliation and arbitration.
- (2) The disputes referred to in the first paragraph of this Article shall be disputes on the rights and interest disputes, arising from this Collective Agreement.
- (3) Save otherwise provided for in this Collective Agreement, the applicable provisions of laws, regulating collective agreements, arbitration and mediation in civil and economic cases shall be applied to the resolving of collective disputes.

Article 2

Initiation of the procedure of friendly resolving of collective disputes with reconciliation

- (1) Reconciliation procedure starts with a proposal, not later than 30 days of the occurrence of the dispute.
- (2) In the proposal, the initiator of the reconciliation states the matter of the relationship in dispute and appoints one member of the reconciliation board.
- (3) The other party shall respond to the proposal and appoint one member of the reconciliation board within 10 working days.
- (4) The members of the board shall appoint the president of the board by common agreement.
- (5) In case the other party does not respond to the proposal, does not appoint members of the reconciliation board, or the members of the board do not appoint the president of the reconciliation board or in case the parties to the Collective Agreement do not accept the proposal for the resolution of the dispute by the reconciliation board, the procedure shall be stayed.
- (6) During the reconciliation procedure any party may decide at any time that they do not want to continue the procedure. The procedure shall be stayed.

Article 3

Reconciliation procedure

- (1) The provisions of the act regulating mediation in labour disputes shall apply mutatis mutandis in the reconciliation procedure.
- (2) In case reconciliation procedure is concluded successfully, the parties conclude a binding agreement in writing in accordance with their authorisations.
- (3) The agreement in writing shall be communicated to the body, competent for keeping the register of collective agreements and it shall be published in the same way as the collective agreement.



Article 4 Arbitration procedure

- (1) In case the reconciliation procedure is stayed, any party may initiate an arbitration procedure within 30 days of the date the reconciliation procedure is stayed.
- (2) The arbitration decides in the form of a three-member panel. The contracting parties shall appoint one member and one alternate each. The arbitrators shall appoint the president and a deputy by common agreement.
- (3) The provisions concerning the periods of time applying to the reconciliation procedure shall apply mutatis mutandis to the periods of time in the procedure before arbitration.

Article 5 Publication

The arbitration decision shall be communicated to the body, competent for keeping the register of collective agreements and it shall be published in the same way as the collective agreement.

II. RESOLVING INDIVIDUAL LABOUR DISPUTES WITH MEDIATION AND ARBITRATION

Article 6 Mediation agreement

- (1) Mediation is a procedure where the parties form a solution to their relationship in dispute with the help of a third, neutral person.
- (2) In case of a dispute, the parties may agree on resolving the dispute with the help of mediation in an agreement in writing within 30 days of the date of the expiry of the period for meeting the obligations or elimination of the alleged violation by the employer.

Article 7 Costs of the procedure

The costs of mediation, save the worker's travel expenses and the costs of representing the worker, shall be borne by the employer; however, the parties may agree otherwise in an agreement in writing.

Article 8 The process of selecting a mediator

In the mediation agreement, the parties may appoint one or two mediators who will conduct the mediation procedure.

Article 9 List of mediators

- (1) Parties to the collective agreement may define a list of mediators by common agreement.
- (2) When defining the list of mediators, parties to the collective agreement shall define the conditions the mediators have to meet to be included in the list.



- (3) Each candidate who is included in the list of mediators shall sign a statement in writing that during the entire mediation he/she will comply with the principles of mediation, in particular as regards the impartiality, independence, secrecy and privacy of the procedure.

Article 10 Mediation procedure

- (1) The agreement on resolving the dispute by mediation shall be concluded between the parties and the mediator(s) in writing.
- (2) When the mediation agreement has been concluded, the mediator(s) shall agree about the first meeting. The mediator may meet and communicate with each party separately or both together.
- (3) The mediator shall act independently and impartially and ensure equal treatment of the parties.
- (4) During the entire mediation the mediator is allowed to give proposals how to resolve the dispute.

Article 11 Confidentiality of information

- (1) All information arising from or related to mediation, is confidential save agreed otherwise by the parties.
- (2) The mediator may disclose the information related to the dispute received from the other party to the other party to the mediation save in case the other party requests that such information remains confidential.

Article 12 Agreement on the resolution of a dispute

- (1) In case mediation procedure is concluded successfully, the parties conclude a binding agreement on the resolution of the dispute in writing in accordance with their authorisations.
- (2) The parties may agree that the agreement of the resolution of a dispute is compiled in the form of directly enforceable notarial record, settlement before the court, or arbitration decision on the basis of settlement or settlement before a labour inspector.

Article 13 Conclusion of mediation

- (1) Mediation is concluded by an agreement of the parties concerning the resolution of the dispute, and in other ways as provided for by the law.
- (2) In case mediation is not concluded successfully within 90 days of concluding the mediation agreement, the worker is entitled to judicial protection before labour court within subsequent 30 days of unsuccessfully concluded mediation.

Article 14 Subsidiary application of the provisions of law

Any issues which are not regulated in this Collective Agreement shall be subject to the application of the act regulating mediation in labour and other civil disputes.



Article 15

Agreement on resolving the dispute before arbitration

- (1) Arbitration is a procedure in which an arbitrator individual or arbitral panel appointed by both parties decides on the dispute with an arbitration decision which has a power, equal to a court decision.
- (2) The employer and the worker may agree on resolving the dispute with the help of arbitration within 30 days of the date of the expiry of the period for meeting the obligations or elimination of the alleged violation by the employer.
- (3) The agreement of the competency of the labour law arbitration for resolving the dispute has to be concluded in writing, after the occurrence of the dispute and in an independent document.
- (4) The arbitration which will be solving the dispute, may be a permanent arbitration which operates as a permanent institution, or an ad hoc arbitration, formed only for an individual dispute.
- (5) The agreement on resolving the dispute with arbitration shall include the composition of the arbitration panel or a provision concerning an arbitrator individual, the seat of arbitration, and reference to the collective agreement, binding for the employer.
- (6) The arbitration agreement may include also more detailed provisions regarding the procedure than provided for in this Collective Agreement.
- (7) The procedure shall comply with the act regulating arbitration in labour disputes. In case the parties agree to have a procedure before an institutional arbitration, it shall be regarded that they have also accepted the procedure, defined by the rules of that arbitration.

Article 16

Costs of the procedure

The costs of arbitration, save the worker's travel expenses and the costs of representing the worker, shall be borne by the employer; however, the parties may agree otherwise in an agreement in writing.

Article 17

Initiation of the arbitration procedure

- (1) The applicant initiates arbitration procedure with a proposal in writing, sent to the other party within 30 days of the date of the expiry of the period for meeting the obligations or elimination of the alleged violation by the employer or within 30 days of the date the termination of employment contract or a decision on other ways of the expiry of the employment contract or decision concerning the worker's disciplinary responsibility is served.
- (2) When the arbitration agreement does not contain composition of the arbitration by names, the applicant shall appoint the arbitrator in a proposal for the initiation of the procedure (action) in writing, and the other party shall name the arbitrator in the response to the action. The arbitrators have to submit their consent to the appointment in writing.
- (3) The arbitrators shall appoint the third arbitrator as the president of the arbitration panel by common agreement. When all three arbitrators have been appointed, the panel shall be constituted and starts the arbitration procedure.
- (4) The parties may agree to have an arbitrator individual, whom they appoint by common agreement, to decide on their dispute.



Article 18

Body for appointing the president of arbitration or arbitrator individual

- (1) In case the party does not appoint an arbitrator within 15 days of the receipt of the application from the other party, or the appointed arbitrators do not agree about the appointment of the president, either party may suggest that the board competent for the interpretation of the collective agreement appoints the arbitrator, and in case the board cannot reach consent, the arbitrator shall be appointed by the competent court in accordance with the law.
- (2) In case the parties cannot agree about the arbitrator individual, they may suggest that the board competent for the interpretation of the collective agreement appoints the arbitrator, and in case the board cannot reach consent, the arbitrator shall be appointed by the competent court in accordance with the law.

Article 19

Reasons for the disqualification of an arbitrator

- (1) When a person is offered to be an arbitrator, he/she has to disclose all the circumstances which could give rise to reasonable doubts about his/her independence and impartiality. As of the date of appointment and at all times during the arbitration procedure, the arbitrator has to disclose all such circumstances to the parties, save the parties have already been informed about them.
- (2) An arbitrator shall be requested to be disqualified in case of circumstances which could give rise to reasonable doubts about his/her independence and impartiality or he/she does not have the qualifications due to which the parties appointed him/her. A party may request disqualification of an arbitrator that the party appointed or took part in the appointment only due to reasons that came to the party's knowledge after the appointment.

Article 20

List of arbitrators

- (1) Parties to the collective agreement may define a list of mediators for resolving individual labour disputes.
- (2) When defining the list of mediators, parties to the collective agreement shall define the conditions the mediators have to meet to be included in the list.
- (3) The list may include any number of arbitrators, the same number from the employers and the employees. The list of arbitrators shall be made within 60 days of the date this Collective Agreement enters into force.
- (4) Each candidate who is included in the list of arbitrators shall sign a statement in writing that during the entire arbitration he/she will comply with the ethical principles of arbitrators, which are impartiality, independence and confidentiality of procedures or protection of clients' personal data.

Article 21

Conducting the procedure and decision-making

- (1) The president of the panel shall convene the hearings, conduct the procedure of verbal hearing, consultations and voting, and make sure that all the issues are examined comprehensively and fully. During the entire procedure the arbitration panel shall make sure that the entire procedure is independent and impartial, and complies with the principle of legality. Each party must be given the opportunity to be heard in the procedure.



- (2) During the procedure and until a decision is reached, the arbitration panel shall encourage the parties to settle themselves or before arbitration.
- (3) The arbitration panel shall issue the decision by the majority of votes by the members of the panel. The president of the arbitration panel shall vote last.
- (4) Minutes shall be kept about the hearing and voting. Minutes of the voting shall be sealed and enclosed to the minutes of the verbal hearing.

Article 22

Time limit for deciding

In case the arbitration panel does not make a decision within 90 days of being appointed, the worker may request judicial protection before labour court within subsequent 30 days.

Article 23

Arbitration decision

- (1) Decision by the arbitration panel is final and has the nature of a final court decision.
- (2) Arbitration decision includes also a decision on the costs of the arbitration procedure.
- (3) Parties to the dispute may challenge the arbitration decision before the competent court due to the reasons and following the procedure provided for the act, regulating arbitration in labour disputes.

Article 24

Subsidiary application of the provisions of law

Any issues which are not regulated in this Collective Agreement shall be subject to the application of the act regulating arbitration in labour disputes.



ANNEX III

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

I. THE LOWEST BASIC WAGES

Article 1 The lowest basic wages

- The lowest basic wages (LBW) by tariff classes for work done until and including 31 December 2018 shall amount to the following:**

Tariff class		(LWB in EUR)
I.	Simple work	531.49
II.	Less demanding work	551.88
III.	Medium demanding work	584.67
IV.	Demanding work	624.10
V.	More demanding work	695.66
VI.	Very demanding work	814.97
VII.	Highly demanding work	971.95

- The lowest basic wages (LBW) by tariff classes for work done from and including 1 January 2019 to including 30 June 2019 shall amount to the following:**

Tariff class		(LWB in EUR)
i..	Simple work	558.06
II.	Less demanding work	579.47
III.	Medium demanding work	613.90
IV.	Demanding work	655.31
V.	More demanding work	730.44
VI.	Very demanding work	896.47
VII.	Highly demanding work	1,069.15

- The lowest basic wages (LBW) by tariff classes for work done from and including 1 July 2019 shall amount to the following:**

Tariff class		(LWB in EUR)
i..	Simple work	568.69
II.	Less demanding work	590.51
III.	Medium demanding work	625.60
IV.	Demanding work	667.79



V.	More demanding work	744.36
VI.	Very demanding work	896.47
VII.	Highly demanding work	1,069.15

Article 2 Adjustment of the lowest basic wages

- (1) As of 1 July 2019 the lowest basic wages shall be adjusted to inflation, measured with consumer price index SURS VI 19/XII 18 if the inflation exceeds 1%, otherwise by the difference from the 1% to the actual per cent of inflation.
- (2) Up and including 2020 the lowest basic wages shall be changed and adjusted exclusively on 1 July of the current year to inflation, measured with consumer price index SURS I-VI of the current year/I-VI of the preceding year, but not by more than 2% per year. In case inflation is negative in a certain calendar year, the lowest basic wages shall remain unchanged.

II. REIMBURSEMENT OF COSTS RELATED TO WORK

Article 3 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 4 Meals during work

The amount of the reimbursement of the cost of meals during work shall not lower than EUR 4.37 for the days of presence at work and not more than in the amount and under the conditions so 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 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 6.31,
 - 8 - 12 hours: EUR 9.01,
 - more than 12 hours: EUR 17,78,
 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 6 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 7 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 to the inflation, measured by consumer price index SURS I-VI/I-VI of the preceding year.

III. OTHER REMUNERATIONS

Article 8 Jubilee award for work at the last employer

The amount of jubilee awards shall be paid 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 9 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.

Prevod: EVROPA BLED d.o.o.