# SLOVENIA

| Items | Regulations in force on 1 January 2019 |
|---|---|
| **1:** Notification procedures in the case of individual dismissal of a worker with a regular contract | Notice must be served in writing (Art. 87, Employment Relationship Act, ERA-1 hereafter), and should include the reason for dismissal (Article 87/2).The actual reasons can be specified after the notification of dismissal to the worker (Supreme Court decision VSRS Sodba in Sklep VIII Ips 150/2016).<br>Prior to dismissal for reasons of incapacity, the employer must allow the worker to provide his/her own defence within a reasonable deadline, which must not be shorter than three working days (Art. 85 ERA-1), except where circumstances exist so that it would be unjustified to expect the employer to provide this opportunity to the worker.<br>In cases where worker is a member of the trade union: If the worker so requests, the employer must notify in writing the union to which the worker belongs at the beginning of the procedure of dismissal for reasons of incapacity or for business reasons. The union may give its opinion within a deadline of six days. The employer is entitled to terminate the employment contract, even if (the works council or trade union or workers' representative) expresses a negative opinion on the fairness of the dismissal (Art. 86, ERA-1).<br><br>As of a certain number of dismissals (see Item 18): see item 19. |
| **2:** Delay involved before notice can start | Reasons of incapacity - defence within a deadline of up to three working days. In cases where the worker is a member of the trade union: on the expressed request of the worker, notification of the union.<br>Business reasons - prior notice to the worker of the intended cancellation. In cases where worker is a member of the trade union: on the expressed request of the worker notification of the union.<br>Calculation (for EPL indicators): average of incapacity and personal reasons and of non-union and union workers: 1 day for notification + (5/2) days for defence and invitation to defence = 3.5 days.<br><br>As of a certain number of dismissals (see Item 18): 55 days (=10 days for negotiation with unions plus 45(=(30+60)/2) days on average for notification to the Employment Service, see Item 20) |

| | |
|---|---|
| **3:** Length of notice period at different tenure durations (a) | Business reasons: 15 days for less than 1 year of tenure, 30 days for one year or more but less than 2 years of tenure; then mandatory notice periods increase of 2 days per year of tenure with a maximum of 60 days. 80 days for workers with more than 25 years of tenure (for the latter category, a collective agreements can stipulate otherwise, but no less than 60 days)<br>Reasons of incapacity: 15 days for less than 1 year of tenure, 30 days for one year or more but less than 3 years of tenure. Then mandatory notice periods increase of 2 days per year of tenure with a maximum of 60 days. A collective agreement can stipulate 80 days for workers with more than 25 years of tenure.<br>Shorter notice periods are allowed for small employers (10 employees or less) by collective agreement.<br>Calculation for EPL indicators for individual dismissals: average of the two situations: 9 months: 15 days; 4 years: 34 days; 20 years: 60 days. |
| **4:** Severance pay at different tenure durations (a) | The basis for calculating severance pay is the average monthly wage received by the worker or which the worker would have received if he had worked, in the last three months prior to dismissal. Workers are entitled to severance pay in the amount of: 1/5 months for each year of work if employed for more than 1 year but less than 10 years; 1/4 months for each year of work if employed from 10 to 20 years; 1/3 months for each year of work if employed more than 20 years. The amount of severance pay may not exceed 10 months pay (art. 108, ERA-1). In the case of forced settlement the worker and employer may agree in writing on the manner of payment, its form or a reduction of the level of severance pay if, owing to the payment of severance pay, the existence of a large number of jobs at the employer would be threatened.<br>Calculation (for EPL indicators): 9 months: 0; 4 years: 0.8 months; 20 years: 6.7 months |

| | |
|---|---|
| **5:** Definition of unfair dismissal (b) | Fair: Termination is legitimate if there exists a justified reason for termination which prevents continued work under the conditions from the employment contract.<br>Decisions focusing on the economic performance of the business are within the autonomous sphere of decisions by the employer. The court cannot judge the necessity or expediency of changes in the way of business and organization of work; since these decisions are the responsibility of the employer (Supreme Court decisions VSRS VIII Ips 205/2014, VSRS VIII Ips 168/2015, VSRS VIII Ips 91/2015).<br>Faire personal reasons for dismissal include (Article 89 of ERA-1):<br>- failure to achieve the expected work results, because the employee does not perform the work on time, professionally and qualitatively, does not fulfil the conditions for performing the work determined by the laws and other regulations issued by the law, which makes the employee not fulfil or unable to fulfil contractual or other obligations from work relationships<br>- inability to perform work under the conditions of the employment contract for disability in accordance with the regulations governing pension and disability insurance, or the regulations governing employment rehabilitation and employment of persons with disabilities<br>Unfair: Termination is not valid if it is discriminatory or made owing to a threat or deception by the employer. Unjustified reasons for regular termination are deemed to be: temporary absence from work owing to incapacity for work through illness or injury or to care for family members, or absence from work owing to parental leave; filing a suit or participating in proceedings against the employer owing to the assertion of a violation of contractual and other obligations from employment before arbitration, court or administrative authorities; participation in union activities outside working hours; participation in union activities during working hours in agreement with the employer; participation of the worker in a strike organised in accordance with the law; running as a candidate for the office of worker representative and the current or past service in such office; change of employer; race, nationality or ethnic origin, skin colour, gender, age, disability, marital status, family obligations, pregnancy, religious and political beliefs, national or social background; concluding a contract on voluntary military service, a contract on performing military service in the Slovenian Armed Forces reserve, a contract on serving in the Civil Protection and voluntary participation of citizens in protection and relief work in accordance with the law.<br>As of a certain number of dismissals (see Item 18):<br>An employer who cancels the employment of a large number of workers for business reasons is bound: (i) to formulate a programme of worker redundancy that must be financially validated (Article 101 of the ERA-1); (ii) to deal with and take into account possible proposals from the Employment Service on possible measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment (Article 103 of the ERA-1). |
| **6:** Length of trial period (c ) | Probation can last a maximum of six months. It can be extended in the event of temporary absence from work. Unsuccessful completion of probation is a reason for dismissal with a short notice period of 7 days (Articles 125 and 94 of ERA-1). |
| **7:** Compensation following unfair dismissal (d) | If there is no reinstatement, the court may grant the worker rights from tenure and other rights from the employment relationship and appropriate monetary compensation up to a maximum amount of 18 months of average wages paid in the last three months prior to dismissal. Ordinary severance payments are not paid on top of this compensation. |
| **8:** Reinstatement option for the employee following unfair dismissal (b) | If the court determines that the employer's termination is not legitimate, but the worker does not wish to continue employment, it may, on the proposal of either the worker or the employer: determine the duration of the employment; grant tenure-related and other rights from the employment relationship; and award appropriate monetary compensation. If the court determines that the continuation of the employment is no longer possible, it may still adopt the same decision, irrespective of the worker's or the employer's proposal (Art. 118, ERA-1). |
| **9:** Maximum time period after dismissal up to which an unfair dismissal claim can be made (e) | The worker may request a determination of the illegitimacy of dismissal within a deadline of 30 days from the day of being served notice of termination.<br>Since the average notice period is 30 days after the dismissal notification, the deadline for claiming unfair dismissal falls, on average, within the period before the dismissal takes effect. |

| | |
|---|---|
| **10:** Valid cases for use of standard fixed term contracts | Employment contracts may be concluded for fixed terms where this involves cases provided by: the ERA; another act or firm-level collective agreement; a sector-level collective agreement for small employers. The list of conditions in Art. 52 Employment Relationship Act – ERA – is as follows: i) work which by its nature is of limited duration, ii) replacing a temporarily absent worker, ii) temporarily increased volume of work, iii) employment of a foreigner or person without citizenship who was granted work permit for a definite period, except in case of a personal work permit, iv) managerial staff and those executive workers who manage a business field or organisational unit at the employer and are authorised to conclude legal transactions or to make independent personnel and organisational decisions, v) seasonal work, vi) a worker who concludes a fixed-term employment contract for the reason of preparation for work, vocational training or advanced study for work and/or education, vii) employment for a definite period of time due to working during the qualifying period for obtaining a certificate issued by the competent body in the procedure of recognition of qualifications pursuant to a special law, viii) performance of public works and/or inclusion in the measures of active employment policy pursuant to the law, xi) preparation or realization of work organised as a project, x) work required during the period of introduction of new programs, new technology and other technical and technological improvements of the working process or for training workers, xi) elected and appointed officials and/or other workers related to the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their federations, and xii) other cases laid down by law and/or branch collective agreement. |
| **11:** Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations) | No limit, within 2-year time limit for fixed term contracts. |
| **12:** Maximum cumulated duration of successive standard FTCs | Employers may not conclude one or more successive fixed-term employment contracts for the same job for which the uninterrupted duration would be longer than two years (even if different workers are involved in the successive contracts). Exceptions: individual cases set out in the law (such as project work, substitution, management workers). |
| **13:** Types of work for which temporary work agency (TWA) employment is legal | Generally allowed, except for: substitution of striking workers; where the user has laid off large numbers of workers in the previous 12 months; in cases involving hazardous work that is performed for shorter durations; and where determined through a sector-level collective agreement, but only if these agreements ensure greater security of workers or are dictated by the requirements of workers' safety and health. TWA employment cannot exceed 25% of employment at the user firm, except if a collective agreement establishes otherwise (Art. 59, ERA-1). |
| **14:** Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f) | No restrictions. |
| **15:** Maximum cumulated duration of TWA assignments (f) | No limit if the contract between the agency and the worker is open-ended. Otherwise same rules as for FTCs. |
| **16:** Does the set-up of a TWA require authorisation or reporting obligations? | Agencies must be entered into the register of agencies. Agencies must upon a specific request from the Ministry also provide a report on their work and on any changes regarding the compliance with staff, organisational, spatial and other requirements that may affect the pursuit of their activity (Article 27 of Labour Market Regulation Act).<br>Calculation (for EPL indicators): average of with a without request of report |
| **17:** Do regulations ensure equal treatment of regular workers and agency workers at the user firm? | During the performance of TWA work, the user and worker must take into account the provisions of the Employment Relationships Act, collective agreements binding on the user, and general acts of the user regarding those rights and obligations that are directly linked to performing work. In the employment contract, the employer and worker determine that the level of pay and compensation will depend on the actual performance of work at the user firm, taking into account collective agreements and general acts binding on the user firm. |
| **18:** Definition of collective dismissal (b) | Collective termination of employment of a large number of workers occurs when the employer determines that for business reasons within 30 days there will no longer be the need for work: of at least 10 workers at an employer employing 20-99 workers; of at least 10% of workers at an employer employing 100-299 workers; of at least 30 workers at an employer employing 300 or more workers. |
| **19:** Additional notification requirements in cases of collective dismissal (g) | Obligation to inform and consult with the union and to notify the Employment Service (Article 99 of the ERA-1). |

| | |
|---|---|
| **20:** Additional delays involved in cases of collective dismissal (h) | The employer may terminate the employment contracts of redundant workers in accordance with the programme of redundancies, but not prior to the expiry of the 30-day deadline from the fulfilment of the obligation to notify the Employment Service. The notification to the employment service must include a report on the performed consultation with the union (Art. 98 ERA). The employer is bound to deal with and take into account possible proposals from the Employment Service on measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment. On the express request of the Employment Service, the employer may not terminate the employment contracts of workers prior to the expiry of a 60-day deadline from fulfilment of the obligation to notify the Employment Service.<br>Calculation (for EPL indicators): 10 days for negotiation with unions plus 45(=(30+60)/2) days for notification to the Employment Service minus delay reported in Item 2. |
| **21:** Other special costs to employers in case of collective dismissals (i) | An employer who cancels the employment of a large number of workers for business reasons is bound: (i) to formulate a programme of worker redundancy that must be financially validated; (ii) to deal with and take into account possible proposals from the Employment Service on possible measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment. |
| **22:** The worker alone has the burden of proof when filing a complaint for unfair dismissal | No |
| **23:** Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints | No |
| **24:** Pre-termination resolution mechanisms granting unemployment benefits | Resignation does not grant access to unemployment benefits. However, Labour Market Regulation Act allows for the following exceptions:<br>-if the employment contract is terminated due to the person's spouse/partner to change permanent address and employment which is 1,5 hour away from the applicant's permanent address;<br>-if the person resigns from reasons that the employment contract conditions deriving from Employment Relations Act have worsened due to change of employer;<br>-if it relates to a parent that previously terminated employment to take care of four and more children and whose right to coverage of social security contributions based on parental care legislation expired.<br>Termination via mutual consent does not grant eligibility to unemployment benefits. |

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:
a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).
h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.