

## Employment protection in Slovenia – 2008

Item 1 Notification procedures in the case of individual dismissal of a workers with a regular contract	Prior to dismissal for <b>reasons of incapacity</b> , the employer must allow the worker to offer a defence within a reasonable deadline, which must not be shorter than three working days, except where circumstances exist for which reason it would be unjustified to expect the employer to provide this for the worker. The employer must notify the worker in writing of an intended dismissal for <b>business reasons</b> . Where the worker so requests, the employer must notify in writing the union to which the worker belongs at the beginning of the procedure of an intended dismissal for reasons of incapacity or for business reasons. The union may give its opinion within a deadline of eight days. The union may oppose the dismissal if it believes that there are no justified reasons for it or that the procedure was not carried out in accordance with legal requirements.
Item 2 Delay involved before notice can start	<b>Reasons of incapacity</b> - defence within a deadline of up to three working days, on the express request of the worker, notification of the union, which has an eight-day deadline to give its opinion. <b>Business reasons</b> - prior notice to the worker of the intended cancellation, on the express request of the worker notification of the union, which has an eight-day deadline to give its opinion.
Item 3 Length of notice period at different tenure durations	<b>Business reasons</b> : 30 days if the employee has less than 5 years of tenure with the employer; 45 days for at least 5 years of tenure; 75 days for at least 15 years of tenure; 150 days for at least 25 years of tenure. <b>Reasons of incapacity</b> - 30 days less than 5 years of tenure; 45 days - at least 5 years of tenure; 60 days - at least 15 years of tenure; 120 days - at least 25 years of tenure.
Item 4 Severance pay at different tenure durations	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 5 years; 1/4 months for each year of work if employed from 5 to 15 years; 1/3 months for each year of work if employed more than 15 years. The amount of severance pay may not exceed 10 months pay. In the case of forced settlement the worker and employer may agree in writing on the manner of payment, the form or 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.
Item 5 Definition of unfair dismissal	<b>Fair</b> : Cancellation is legitimate if there exists a justified reason for cancellation which prevents continued work under the conditions from the employment contract. <b>Unfair</b> : Cancellation is not valid if it is: discriminatory, made owing to a threat or deception by the employer or for an unjustified reason. Unjustified reasons for regular cancellation are deemed to be: temporary absence from work due to illness or injury, parental leave or to care for family members; participating in legal proceedings against the employer; participation in union activities outside working hours; participation in union activities during working hours in agreement with the employer; participation in legal strike action; being a worker representative; change of employer; discrimination based on race, nationality or ethnic origin, skin colour, gender, age, disability, marital status, family obligations, pregnancy, religious and political beliefs, national or social background; taking part in military or civil service.
Item 6 Length of trial period	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 extraordinary cancellation (without notice period).
Item 7 Compensation following unfair dismissal	If there is no reinstatement, the court may grant the worker 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.
Item 8 Reinstatement option for the employee following unfair dismissal	If the courts determines that the employer's cancellation is not legitimate, but the worker does not wish to continue the employment, it may, on the proposal of the worker: determine the duration of the employment; grant a period of tenure 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 proposal.
Item 9 Maximum time period after dismissal notification up to which an unfair dismissal claim can be made	The worker may request a determination of the illegitimacy of the dismissal within a deadline of 30 days from the day of being served notice of termination.
Item 10 Valid cases for use of fixed term contracts	Employment contracts may be concluded for fixed terms where this involves cases provided by: the Employment Relationships Act; another act or firm-level collective agreement; a sector-level collective agreement for small employers.
Item 11 Maximum number of successive FTCs (initial contract plus renewals and/or prolongations)	No limit, within 2-year time limit for fixed term contracts.
Item 12 Maximum cumulated duration of successive FTCs	Employers may not conclude one or more successive fixed-term employment contracts with the same worker for the same job for which the uninterrupted duration would be longer than two years. Exceptions: individual cases set out in law (such as project work, substitution, management workers); for small employers, a 3-year time limit is applicable up to 2010.

Item 13 Types of work for which temporary work agency (TWA) employment is legal	Generally allowed, except for: substituting for 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 they ensure greater security of workers or are dictated by the requirements of worker safety and health.
Item 14 Are there restrictions on the number of renewals and/or prolongations of TWA contracts?	No restrictions.
Item 15 Maximum cumulated duration of TWA contracts	Employers may not provide the work of a worker to a user without interruption, or with interruptions of up to one month, for longer than a year if this involves for the entire time the performance of the same work by the worker.
Item 16 Does the set-up of a TWA require authorisation or reporting obligations?	Agencies must be entered into the register of agencies and issue annual reports. Agencies must also provide a report upon request from the Ministry.
Item 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.
Item 18 Definition of collective dismissal	Cancellation 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. Cancellation of the employment of large number of workers also occurs when the employer determines that for business reasons within a period of three months there will no longer be the need for the work of 20 or more workers.
Item 19 Additional notification requirements (compared to Item 1) in cases of collective dismissal	The obligation to inform and consult with the union and the obligation to notify the Employment Service.
Item 20 Additional delays involved (compared to Item 2)	The employer may cancel 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 fulfilment of the obligation to notify the Employment Service. 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 cancel the employment contracts of workers prior to the expiry of a 60-day deadline from fulfilment of the obligation to notify the Employment Service.
Item 21 Other special costs to employers in case of collective dismissals	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.

*This summary was produced by the OECD based on responses to a questionnaire distributed to OECD accession countries. It describes the situation current as at 1 January 2008 and is the basis for calculating the OECD employment protection indicators. To find out more about the methodology used to calculate the OECD employment protection indicators, see [www.oecd.org/employment/protection](http://www.oecd.org/employment/protection).*