

## Fresenius FME 25 - Termination Questionnaire

### Slovenia

#### PREAMBLE

With regard to the questions below, the following assumptions have been made:

- Terminations shall be implemented for operational reasons (= role cuts).
- The envisaged notices of terminations shall be issued within a 30-day-period.
- There is a local legal entity with a respective headcount of employees – if certain headcount thresholds are relevant for the answers, assume that the critical thresholds are met and, thus, respective legal consequences (like consultation or notification requirements) need to be observed.

1. **WHAT ARE THE STATUTORY / MANDATORY PRE-NOTIFICATION OR NOTICE PERIODS?**

The notice periods apply only in the event of ordinary termination of the employment agreement by the employer for unsuccessful completion of a probationary period, business reasons, incapacity reasons or culpability reasons.

Generally, the statutory minimum notice periods apply unless otherwise stipulated in a collective bargaining agreement, the employer's internal acts, and / or an individual employment contract. The minimum notice periods for business or incapacity reasons are:

- up to one year of service: 15 days;
- between one and two years of service: 30 days;
- two or more years of service: the 30-day notice period increases for two days for each year of service (but not more than 60 days);
- 25 years or more years of service: 80 days, unless a collective bargaining agreement provides otherwise (but not less than 60 days).

2. **REQUIREMENTS FOR POOLING / SELECTION: IF WE KEEP SOME EMPLOYEES IN TEAM – IS IT OK TO SELECT ACCORDING TO CAPABILITIES / SKILLS / PERFORMANCE (OR WOULD THE SELECTION HAVE TO FOLLOW E.G. SOCIAL CRITERIA LIKE AGE, SENIORITY ETC.)?**

For any ordinary termination for a business reason, the justification must be directly related to the work process itself (e.g., when the need for work under the conditions specified in the employment contract permanently ceases to exist due to economic, organizational, technological, structural, or similar reasons on the part of the employer) and should not be based on a specific employee or their personal circumstances.

3. **ARE THERE MANDATORY SEVERANCE PAYMENTS BY LAW AND IF SO, HOW ARE THEY CALCULATED?**

Yes – employees are entitled to statutory severance payments in the event of (i) termination by the employer of the employment agreement that has lasted more than one year for business or incapacity reasons and/or (ii) termination of a fixed-term agreement (subject to certain exceptions).

The exact amount of the severance payment depends on the total number of (full) years of service with the employer, including employment with the employer's legal predecessors.

The basis for the calculation is the average monthly salary, which the employee has received or would have received had they worked during the last three months prior to the termination of the employment (the "**base**").

The severance payment amounts to:

- 1/5 of the base per year of service if the length of service is between one and ten years;
- 1/4 of the base per year of service if the length of service is between ten and 20 years;
- 1/3 of the base per year of service if the length of service exceeds 20 years;
- 1/5 of the base for the first year or less of service, increased by a pro rata portion of the severance payment for each additional month of service in the case of termination of a fixed-term agreement.

The amount of the severance payment may not exceed ten times the average monthly salary received in the last three months prior the termination unless an applicable collective bargaining agreement provides otherwise.

For completeness, we note that an employee is entitled to severance payment also in the event of:

- termination of the employment agreement due to bankruptcy proceedings, compulsory liquidation proceedings, or in the case of a confirmed forced settlement, in the same amount as provided for the termination due to business or incapacity reasons; and
- retirement, in the amount of two average monthly salaries in the Republic of Slovenia, if the employee has worked for the employer for at least five years.

**4. IS THERE ANY PRE-TERMINATION CONSULTATION PROCEDURE TO BE OBSERVED (E.G. WITH WORKS COUNCILS / UNIONS OR OTHER) IN CASE OF TERMINATION?**

With regard to the involvement of employee's representatives in the dismissal procedure, the law provides for two situations:

**4.1 Dismissal of 'regular' employees**

- Each employee may request the employer to inform in writing the trade union, of which the employee is a member, or the works council or the employee's representative (if not a member of a trade union) on the termination.
- The trade union / works council / employees' representative can provide their opinion within six days. If not provided in said period, it is considered that they do not oppose the termination.

- The trade union / works council / employees' representative can give a negative opinion in writing if they believe that there are no justified reasons for the termination or if the procedure was unlawful.
- Regardless of the negative opinion, the employer may still terminate the employment agreement.

#### 4.2 **Dismissal of protected categories of employees**

- The employer may not terminate an employment agreement concluded with a member of the works council, an employee's representative, a member of the supervisory board representing employees, a representative of employees in the institution's council, and an appointed or elected trade union representative without the consent of the works council or the workers who elected them, or the trade union (save for a few exceptions).
- Should the trade union object the ordinary termination for incapacity or culpability reasons, or the extraordinary termination of the employment agreement, and the employee demands the suspension of the termination's effects, the termination of the employment contract does not take effect until 30 days after the delivery of the termination notice or the expiry of the deadline for arbitration or judicial protection.
- Said protection against termination lasts for the entire term of office and for one year after its termination.

#### 5. **ARE THERE ANY FORMAL REQUIREMENTS FOR THE TERMINATION PROCESS (HEARING / MEETING WITH THE INDIVIDUAL; SPECIFICATION OF REASONS IN THE TERMINATION NOTICE LETTER ETC.)?**

Termination notice must be given in writing and must state (i) the specific reasons for the termination, and the (ii) employee's legal remedies and (iii) rights with respect unemployment benefits.

#### 6. **ARE ANY GOVERNMENT APPROVALS OR NOTIFICATIONS REQUIRED?**

In general, no government approval / notification is required upon termination of the employment. That said, the law provides for specific situations in which the employer is obliged to notify certain governmental institutions, in particular:

- before extraordinary termination – notification to the labour inspectorate (*Inšpektorat za delo*) on the employee's violations;
- when the employer does not offer a new employment agreement to the employee whose employment has been terminated for business or incapacity reasons – notification to the Employment Service of the Republic of Slovenia (*Zavod Republike Slovenije za zaposlovanje*); and
- termination of employment of a larger number of employees: notification to the Employment Service of the Republic of Slovenia (*Zavod Republike Slovenije za zaposlovanje*).

**7. HOW LIKELY ARE LEGAL ACTIONS AGAINST A TERMINATION (IS IT “TYPICAL” TO TAKE LEGAL ACTION E.G. LIKE IN GERMANY)?**

There are no publicly available data / statistics on the number of employees seeking legal protection against dismissal before the court. In our view, such claims are not typical, yet they are often successful due to procedural irregularities in the (pre)dismissal proceeding.

As an additional insight – legal protection is in principle easily accessible as the dismissal can be challenged directly before the competent labour court within 30 days, the burden of proof lies with the employer and the labour court adheres to the principle *in favorem laboratoris*.

**8. CAN TERMINATION NOTICE LETTERS BE SIGNED BY DIGITAL / SCANNED SIGNATURES OR DOCUSIGN BY ANY AUTHORIZED PERSON?**

This is not specified in the national legislation; however, according to the Regulation (EU) No 910/2014 on electronic identification, which is applicable also in the Republic of Slovenia, a qualified electronic signature shall have the same legal effect as a handwritten signature (see Article 25(2)).

**9. WHO WOULD BE AUTHORIZED TO SIGN NOTICE LETTER (E.G. A MATRIX MANAGER)?**

The dismissal letter must be signed by the employer's representative, designated by law or the company's articles of association / incorporation (e.g., typically a director), or by a person authorized in writing by the employer (e.g., if a matrix manager were to obtain a written authorization, he / she could represent the employer).

If the employment agreement is concluded with a manager / director, the employer is represented by a corporate body that is responsible by law or the company's articles of association / incorporation for representing the employer vis-à-vis the manager (e.g., typically the supervisory board) or, if there is none, the shareholders.

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