



Overview of Changes Introduced by the New Collective Agreement for the Hospitality and Tourism Sector in Slovenia

As of 1 January 2025, the new Collective Agreement for the Hospitality and Tourism Sector in Slovenia (Official Gazette of the Republic of Slovenia, NO. 112/2024, "**KPGTS 2024**") has come into effect, replacing the 2018 Collective Agreement for the Hospitality and Tourism Sector in Slovenia ("**KPGTS 2018**"). Below, we have prepared an overview of some key changes to the regulation of rights and obligations of employees in the hospitality and tourism sector.

Right	KPGTS 2018	KPGTS 2024	Comment
<p>Occupational Safety and Health (Work Equipment)</p>	<p>First Paragraph of Article 10</p>	<p>First Paragraph of Article 10 adds a new third point:</p> <ul style="list-style-type: none"> - <i>The employer must, in accordance with the applicable regulations, implement measures and provide conditions for safe and healthy work, including written notifications and instructions, the prevention of workplace hazards, the proper organization of the work process and work environment, and the necessary material resources, particularly in the following ways:</i> - [...] <ul style="list-style-type: none"> - the use and maintenance of prescribed uniforms and other work equipment shall be regulated by the employer in a dedicated internal regulation, - [...] 	<p>The collective agreement introduces an obligation for the employer to adopt an internal regulation specifically addressing the use of mandatory uniforms and other work equipment, as well as the method of their maintenance.</p>
<p>Informing the Trade Union about the Employer's General Acts</p>	<p>Fifth Paragraph of Article 14</p> <p><i>The employer shall keep collective agreements and general acts in a location accessible to all employees. An employee may request to review the contents of the collective agreements or general acts at any time, and the employer must not deny such a request.</i></p>	<p>Fifth Paragraph of Article 14</p> <p><i>The employer must provide one copy of the collective agreements or general acts referred to in Article 10 of the Employment Relationships Act to the trade union at the employer's request in writing. Another copy must be kept in a location accessible to all employees. An employee may request to review the contents of the collective agreements or general acts at</i></p>	<p>The provision explicitly includes the right of the trade union to request such acts, although we believe that the trade union already had this right previously (and that the provision has been added for the sake of clarity).</p>

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		<i>any time, and the employer must not deny such a request.</i>	
Performing Other Work in Cases of Established Disability	<p>Ninth Indent of the First Paragraph of Article 16</p> <p><i>The employee is obligated, in cases of exceptional circumstances or other urgent situations of limited duration, to perform other tasks and duties not included in the description of their job position or type of work, particularly:</i></p> <ul style="list-style-type: none"> - [...] - <i>during the waiting period for the decision of the commission determining ground for the termination of the employment contract for a disabled employee or the findings of the Pension and Disability Insurance Institute (ZPIZ) commission regarding the suitability of the work to be offered to the employee;</i> - [...] 	<p>First Paragraph of Article 16</p> <p>does not contain the highlighted provision</p>	<p>The stated obligation of the employee is already reasonably derived from the provisions of ZPIZ-2, as an employee, upon established disability, is no longer able to perform the work specified in their employment contract.</p> <p>If you are confident that the employee can perform work in another position after the disability decision has been issued (i.e., their health allows it or they are capable of it), you may assign such work to them in the future as well (regardless of the changes in the collective agreement).</p>
Time Limitation for Performing Other Work	<p>Third Paragraph of Article 16</p> <p><i>An employee's work in another position may last for a maximum of 60 consecutive working days and no more than 90 working days in a year.</i></p>	<p>Third Paragraph of Article 16</p> <p><i>An employee's work in another position may last for a maximum of 60 consecutive working days and no more than 80 working days in a year.</i></p>	<p>The assignment of other suitable work, under the provisions of ZDR-1, may last for a maximum of three months in a calendar year. The collective agreement has limited this period (to the benefit of the employees) to 80 days per year.</p>
Validity of a Warning Before Intended	<p>Article 22</p>	<p>Article 22</p>	<p>The collective agreement reduces the "validity" of warnings prior to regular termination from the previous 18 months</p>

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Termination of Employment Contract for Reasons of Misconduct	<p><i>The validity of a warning prior to the termination of an employment contract for reasons of misconduct is 18 months.</i></p>	<p><i>The validity of a warning prior to the termination of an employment contract for reasons of misconduct is 12 months.</i></p>	<p>(the maximum under ZDR-1) to 12 months.</p> <p>This change does not affect warnings already issued, meaning that an employee can still be given regular termination for reasons of misconduct if they violate contractual or other employment obligations again within 18 months of receiving the written warning.</p> <p>All warnings issued after 1 January 2025, have a "validity" of no more than 12 months.</p>
Amount of Compensation for Secondary School and University Students on Practical Training	<p>Article 24 + Article 78</p> <p><i>(1) The employer is required to provide secondary school and university students on practical training with:</i></p> <ul style="list-style-type: none"> - <i>compensation for work performed, in accordance with the provisions of this collective agreement,</i> - <i>information on work-related hazards and appropriate protective equipment,</i> - <i>insurance coverage for occupational diseases and workplace injuries,</i> - <i>appropriate mentoring and job orientation,</i> - <i>meals during work, if organized for employees.</i> 	<p>Article 24</p> <p>adds paragraphs three to seven:</p> <p><i>(3) Compensation for work performed by secondary school students during practical training is as follows:</i></p> <ul style="list-style-type: none"> - <i>1st year = EUR 180.00</i> - <i>2nd year = EUR 230.00</i> - <i>3rd year = EUR 280.00</i> <p><i>(4) Compensation for work performed by university students during practical training is the same across all years of study and amounts to EUR 330.00.</i></p> <p><i>(5) The compensation specified in paragraphs three and four of this article applies to secondary school and university students enrolled in the 1st year during the 2025/2026 academic</i></p>	<p>The Regulation on the Tax Treatment of Reimbursements of Work-Related Expenses and Other Income from Employment stipulates that payments to secondary school and university students for mandatory practical training are not included in the taxable base of employment income up to 15% of the latest known average annual salary of employees in Slovenia, as per SURS data, recalculated on a monthly basis, for completed mandatory practical training (Article 12). According to the latest known data, student and secondary school students were previously entitled to compensation in the amount of EUR 333.14.</p> <p>Previously, secondary school and university students were treated equally in terms of compensation for practical</p>

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	<p>(2) When providing work for secondary school students, the employer must comply with the provisions of ZDR-1 regarding the employment of children under 15 years of age.</p> <p style="text-align: center;">+</p> <p>Students and secondary school students on mandatory practical training are entitled to compensation in the amount of the maximum sum specified by the applicable regulation of work-related expenses and other income not included in the taxable base.</p>	<p>year or later. For those enrolled prior to this year, the compensation is determined by the applicable regulation of the Government of the Republic of Slovenia on the reimbursement of work-related expenses and other income not included in the taxable base.</p> <p>(6) Compensations is paid proportionally based on the number of days of attendance.</p> <p>(7) Secondary school and university students are entitled to compensation even if they are receiving a scholarship.</p>	<p>training, regardless of the year of study. Now, however, the (minimum) compensation for secondary school students is set at a flat rate, with the amount depending on the year they are attending.</p> <p>Compensation for university students is also determined as a flat rate but is not dependent on the year of study. The flat rates set by the collective agreement are now lower than the maximum non-taxable amounts defined by the regulation.</p> <p>This change applies only to secondary school and university students who enroll in the 1st year during the 2025/2026 academic year. For others, the previous arrangement remains in place (fifth paragraph of the KPGTS 2024).</p>
<p>Promotion</p>	<p style="text-align: center;">Article 28</p> <p>(1) An employee is promoted in their position due to achievements at work that have a long-term positive impact on the employer.</p> <p>(2) The criteria and standards for promotion are determined in a lower-level collective agreement or in the employer's general acts.</p>	<p style="text-align: center;">Article 63</p> <p>The criteria and standards for promotion are determined in a lower-level collective agreement or in the employer's general act when no representative trade union is organized at the employer.</p>	<p>The obligation for employers to monitor achievements at the workplace that have long-term positive effects on the employer and to link these to employee promotions has been removed.</p> <p>Despite this, Slovenia will still be required, in accordance with Directive (EU) 2023/970, to implement measures ensuring easy access for employees to the criteria used to determine pay progression. This is directly related to employee promotions within job positions across the company.</p>

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Reference Period – Irregularly Scheduled Working Time, Temporarily Reallocated Working Time	<p style="text-align: center;">Article 37</p> <p>(1) <i>In cases where objective, technical, or work organization reasons require it, full-time working hours shall be considered as the average work obligation over a 12-month period in cases of irregularly scheduled or temporarily reallocated working time.</i></p> <p>(2) <i>The employer is obligated to keep up-to-date records of the number and utilization of excess hours.</i></p> <p>(3) <i>The employer is obligated to inform the employee in writing about the actual status of their excess hours on a monthly basis, either on the payslip or through another method commonly used by the employer, at the time of salary payment.</i></p>	<p style="text-align: center;">Article 36</p> <p>(1) <i>In cases where objective, technical, or organizational work reasons require it, full-time working hours shall be considered as the average work obligation over a 12-month period in cases of irregularly scheduled or temporarily reallocated working time.</i></p> <p>(2) <i>The employer is obligated to maintain records of working hours in accordance with the regulations governing this area.</i></p>	<p>The collective agreement previously required only the recording of the number and utilization of excess hours. Specialized legislation (ZEPDSV) has already required employers to maintain more detailed records (Article 18), so there are no significant changes.</p>
Excess Hours - Irregularly Scheduled Working Time, Temporarily Reallocated Working Time	<p style="text-align: center;">Article 38</p> <p>(4) <i>If excess hours are not utilized within the first six months from their occurrence within the single reference period and are not paid at the appropriate hourly rate based on the employee's basic salary, increased by at least 30%, they must, after six months from their occurrence, either be utilized or paid at the appropriate hourly rate based on the employee's basic salary, increased by at least 45%,</i></p>	<p style="text-align: center;">Article 37</p> <p>deletes the fourth paragraph</p>	<p>The employee may utilize excess hours at any time until the end of the reference period, or the employer may pay them out with a 30% bonus by the end of the reference period (the previous 6-month limitation from the occurrence of excess hours no longer applies). If the utilization of excess hours within the 12-month reference period is not possible due to the nature of the work process, and the employer also does not pay them out during this period, the employer must pay the excess hours with a 50% bonus when</p>

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	<i>no later than the end of the single 12-month reference period.</i>		issuing the first salary after the end of the reference period.
On-Call Duty	<p>6th Indent of the First Paragraph of Article 8</p> <p><i>On-call duty is the time during which the employee must be reachable at their place of residence at all times.</i></p>	<p>Article 38</p> <p>(1) <i>On-call duty at home is the time when the employee is present at home or another location of their choice and is available at all times, capable of traveling to the workplace within the usual commuting time, and performing their work obligations if required and called to work by the employer.</i></p> <p>(2) <i>For the duration of on-call duty, the employee is entitled to compensation for the on-call time.</i></p>	<p>A more detailed and clearer definition of on-call duty.</p> <p>The compensation for on-call duty time remains unchanged.</p>
Examples of Situations Where Overtime Work is Permissible	<p>Article 39</p> <p>(3) <i>The employer and the representative trade union may agree, exclusively at the level of a company-level collective agreement, on additional cases where overtime work may be permissible.</i></p>	<p>Article 39</p> <p>does not contain the highlighted provision</p>	<p>ZDR-1 stipulates that additional cases where overtime work may be permitted can only be determined by law and a sector-level collective agreement. Overtime work can only be assigned in situations defined by Article 144 of ZDR-1 and Article 39 of KPGTS 2024.</p>
Prohibition of Assigning Overtime Work to an Employee Caring for a Child Under Three Years of Age	<p>Article 39</p> <p>(5) <i>In addition to the cases specified by law, the employer may not assign overtime work to an employee who is caring for a child under three years of age.</i></p>	<p>Article 39</p> <p>does not contain the highlighted provision</p>	<p>The deleted provision previously established an absolute prohibition on assigning overtime work to an employee caring for a child under three years of age. This (absolute) prohibition no longer applies; however, the provisions of ZDR-1 must still be observed. According to ZDR-1, an employee who is caring for and protecting a child under the age of seven,</p>

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			a child who is severely ill, or a child requiring special care and protection, may only be assigned overtime work with their consent .
Right to Disconnect	/	<p style="text-align: center;">Article 44</p> <p>(1) <i>Employers, with the aim of effectively ensuring employee’s right to separate professional and private life, recognize the employees’ right not to be available during rest periods and justified absences from work, except in cases of unforeseeable circumstances or business necessities that could endanger or threaten employer’s existence or operations, cause financial damage, or in other exceptional cases defined at the employer’s level.</i></p> <p>(2) <i>Employers, in relation to the right to disconnect, ensure, for example, the following measures:</i></p> <ul style="list-style-type: none"> - <i>organizing substitutes or replacements for individual employees in the event of planned absences,</i> - <i>informing employees that they can activate an automatic response on their work mail, if applicable, before the start of the planned absence for the entire duration of the absence,</i> 	<p>Employers can implement the listed measures in practice, but in our opinion, they can also define additional measures in their general acts to ensure the right to disconnect, beyond those listed. These measures must not reduce employee rights as granted by the collective agreement.</p> <p>The listed measures require employers to implement these or comparable measures (with equivalent effects) in practice. In the event of an inspection, you must be able to demonstrate successful implementation of these measures. For example, you should have written confirmation (e.g., an official note, a list of attendees) of participation in an annual lecture on the importance of the right to disconnect, or, for instance, a saved email sent to all employees regarding the possibility of activating an automatic response during absences.</p>

Right	KPGTS 2018	KPGTS 2024	Comment
		<ul style="list-style-type: none"> - <i>promoting a culture that values and respects the balance between professional and private life.</i> 	
<p>The Right to Paid Time Off</p>	<p>First Paragraph of Article 49</p> <p>(1) <i>An employee is entitled to absence from work with wage compensation for up to 10 days per year for the following reasons:</i></p> <ul style="list-style-type: none"> - <i>their own wedding: 2 days,</i> - <i>the birth of a child: 2 days,</i> - <i>the death of a spouse, common-law partner, or child: 3 days,</i> - <i>the death of parents, brothers or sisters: 3 days,</i> - <i>the death of a grandparents or the spouse's parents: 1 day,</i> - <i>moving residence: 1 day,</i> - <i>a natural disaster: 1 to 3 days,</i> - <i>participation in a blood donation campaign: 1 day.</i> 	<p>First Paragraph of Article 50</p> <p>(2) <i>An employee is entitled to absence from work with wage compensation for up to 10 days per year for the following reasons:</i></p> <ul style="list-style-type: none"> - <i>their own wedding: 2 days,</i> - <i>the birth of a child: 2 days,</i> - <i>the death of a spouse, common-law partner, or child: 3 days,</i> - <i>the death of parents, brothers or sisters: 3 days,</i> - <i>the death of a grandparents or the spouse's parents: 1 day,</i> - <i>moving residence: 1 day,</i> - <i>a natural disaster: 1 to 3 days,</i> - <i>participation in a blood donation campaign: 1 day,</i> - <i>accompanying a child, a first-grade pupil, to school on their first day: 1 day.</i> 	<p>This is not a new obligation, as such paid time off due to personal circumstances is already provided for in Article 165 of ZDR-1.</p>
<p>Providing Evidence for Grounds of Paid Time Off</p>	<p>Third Paragraph of Article 49</p> <p>(3) <i>An employee is entitled to time off from work up to 2 hours per day, three times a year, for urgent errands</i></p>	<p>Third Paragraph of Article 50</p> <p>(3) <i>An employee is entitled to time off from work up to 2 hours per day, three times a year, for urgent errands (e.g.,</i></p>	<p>The only addition is the obligation for the employee to justify their absence with appropriate documentation (e.g., a medical appointment notice, a parent-teacher meeting invitation). If the</p>

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	<i>(e.g., visiting a doctor, dentist, or attending a parent-teacher meeting).</i>	<i>visiting a doctor, dentist, or attending a parent-teacher meeting), which the employee must provide proof of with appropriate evidence.</i>	employee fails to provide such documentation, they are not entitled to payment for the time off, and the absence may also constitute a breach of work obligations.																																
Pay Grades and Minimum Base Salaries	<p style="text-align: center;">Article 59</p> <table border="0"> <tr><td>I.</td><td>800,00</td></tr> <tr><td>II.</td><td>900,00</td></tr> <tr><td>III.</td><td>950,00</td></tr> <tr><td>IV.</td><td>1.050,00</td></tr> <tr><td>V.</td><td>1.200,00</td></tr> <tr><td>VI.</td><td>1.300,00</td></tr> <tr><td>VII.</td><td>1.400,00</td></tr> <tr><td>VIII.</td><td>1.500,00</td></tr> </table>	I.	800,00	II.	900,00	III.	950,00	IV.	1.050,00	V.	1.200,00	VI.	1.300,00	VII.	1.400,00	VIII.	1.500,00	<p style="text-align: center;">Article 60</p> <table border="0"> <tr><td>I.</td><td>920,00</td></tr> <tr><td>II.</td><td>1.020,00</td></tr> <tr><td>III.</td><td>1.060,00</td></tr> <tr><td>IV.</td><td>1.200,00</td></tr> <tr><td>V.</td><td>1.320,00</td></tr> <tr><td>VI.</td><td>1.450,00</td></tr> <tr><td>VII.</td><td>1.550,00</td></tr> <tr><td>VIII.</td><td>1.650,00</td></tr> </table>	I.	920,00	II.	1.020,00	III.	1.060,00	IV.	1.200,00	V.	1.320,00	VI.	1.450,00	VII.	1.550,00	VIII.	1.650,00	The amount of the minimum base salary by pay grade is being adjusted. The allocation of positions across pay grades remains unchanged (see annex).
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Adjustment of Minimum Base Salaries	<p style="text-align: center;">Article 59</p>	<p style="text-align: center;">Article 60</p> <p><i>(3) Each party to the collective agreement may propose a discussion on the adjustment of minimum base salaries, but not before September 2025. For each subsequent year, the parties to the collective agreement shall review the minimum base salaries in May.</i></p>	A new provision has been added, allowing the signatories of the collective agreement to propose a reassessment of the minimum base salaries. It also stipulates that the signatories must discuss the minimum base salaries each May; however, this does not necessarily mean that the minimum base salaries will be adjusted—it merely establishes an obligation to engage in discussions.																																
Amount of Annual Leave Allowance	<p style="text-align: center;">Article 67</p>	<p style="text-align: center;">Article 69</p>	The amount of the (minimum) annual leave allowance is being adjusted, and a provision similar to the one mentioned above has been added – an obligation for																																

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	(3) <i>The amount of the annual leave allowance for the year 2023 is EUR 1,500.00.</i>	(3) <i>The amount of the annual leave allowance for the year 2025 is EUR 1,600.00.</i> (5) <i>The parties to the collective agreement shall discuss the amount of the annual leave allowance in May.</i>	the signatories of the collective agreement to discuss the amount of the annual leave allowance. However, this does not necessarily mean that the amount of the allowance will be changed.
Solidarity Aid	<p style="text-align: center;">Article 69</p> <p><i>At the proposal of the representative trade union at the employer, or the employee, the employee or their family is entitled to solidarity aid in the following cases:</i></p> <ul style="list-style-type: none"> - <i>death of the employee: EUR 1,500,</i> - <i>death of an immediate family member (spouse, common-law partner, children, or adopted children): EUR 750,</i> - <i>natural disasters or fire: at least EUR 300,</i> - <i>prolonged continuous absence due to illness or injury exceeding 6 months (once per year): at least EUR 300,</i> - <i>other exceptional events (once per year): at least EUR 300.</i> 	<p style="text-align: center;">Article 71</p> <p><i>At the proposal of the representative trade union at the employer, or the employee, the employee or their family is entitled to solidarity aid in the following cases:</i></p> <ul style="list-style-type: none"> - <i>death of the employee: EUR 1,500,</i> - <i>death of an immediate family member (spouse, common-law partner, children, or adopted children): EUR 750,</i> - <i>natural disasters or fire: at least EUR 500,</i> - <i>prolonged continuous absence due to illness or injury exceeding 6 months (once per year): at least EUR 500, or a proportional amount in the case of partial absence of the employee.</i> 	The obligation to pay solidarity aid for "other exceptional events" has been removed. For solidarity aid related to prolonged continuous absence due to illness or injury, a provision has been added stating that the employee is entitled to a proportional amount of solidarity aid if they have worked on a limited basis (e.g., the employee is employed full-time but, based on a ZZSZ decision, works 4 hours a day and is on sick leave for 4 hours a day; such an employee is entitled to at least EUR 250 of solidarity aid).
Retirement Severance Pay	<p style="text-align: center;">Article 70</p> <p>(2) <i>The severance pay, based on employment with the last employer, amounts to:</i></p> <ul style="list-style-type: none"> - <i>more than 5 years and up to 10 years: 1 monthly salary,</i> 	<p style="text-align: center;">Article 72</p> <p>(2) <i>The severance pay, based on employment with the last employer, amounts to:</i></p> <ul style="list-style-type: none"> - <i>more than 5 years and up to 20 years: 2 monthly salaries,</i> 	The lower severance pay upon retirement for employees who were employed with their last employer for between 5 and 10 years is being removed. Previously, employees in this category were entitled to severance pay equal to 1 monthly salary. Now, upon reaching 5 years of employment

Right	KPGTS 2018	KPGTS 2024	Comment
	<ul style="list-style-type: none"> - more than 10 years and up to 20 years: 2 monthly salaries, - more than 20 years: 3 monthly salaries. 	<ul style="list-style-type: none"> - more than 20 years: 3 monthly salaries. 	with their last employer, they are automatically entitled to retirement severance pay equal to 2 monthly salaries.
Meals During Work – Dietary Meals for Employees	Article 74	Article 76 <ul style="list-style-type: none"> - added third paragraph (3) <i>An employee who, for health reasons, cannot consume the organized meals provided must submit a certificate from a specialist doctor of the relevant filed, indicating the type of dietary meals required and the specific food the employee must avoid.</i> 	A provision has been added stating that, in cases where the employer organizes meals during work, the employee is obligated to submit a certificate from a specialist doctor regarding their dietary requirements. If possible, the employer may provide meals during work that align with the employee’s dietary needs; otherwise, the employee is entitled to reimbursement for meals expenses during work.
Increase in the Reimbursement Amount for Meal Expenses During Work	Article 74 (3) <i>The reimbursement amount for meal expenses during work is EUR 5.60 per day and is adjusted every six months, in January and July, based on the growth rate of food prices. The first adjustment is made on 1 July 2023.</i> (5) <i>An employee working more than 10 hours is entitled to an additional EUR 1.00 for each completed hour worked beyond 8 hours.</i>	Article 76 (4) <i>The reimbursement amount for meal expenses during work is EUR 6.50 per day and is adjusted every six months, in January and July, based on the growth rate of food prices. The first adjustment will be made on 1 January 2026.</i> (6) <i>An employee working more than 10 hours is entitled to an additional EUR 0.99 for each completed hour worked beyond 8 hours as reimbursement for meal expenses, unless the employer provides the employee with the option of an additional meal.</i>	The minimum reimbursement amount for meal expenses during work and additional reimbursement for meal expenses when an employee works more than 10 hours are being adjusted. An explicit provision has also been added stating that the employer is not obligated to reimburse additional meal expenses for employees working more than 10 hours if the employer provides the option of an additional meal.