

On the basis of Articles 9 and 52 of the Employment Relationships Act (ZDR, Official Gazette of the Republic of Slovenia, No. 42/02, as amended to 83/09), Article 31 of the Research and Development Act (ZRRD-UPB1, Official Gazette of the Republic of Slovenia, No. 22/06, as amended to 112/07), the Public Sector Salary System Act (ZSPJS-UPB13, Official Gazette of the Republic of Slovenia, No. 108/09, as amended to 107/10), the Collective Agreement for the Non-Economic Sector of the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 18/91, as amended to 57/08), the provisions of the Collective Agreement for Research Activity in the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 45/92, as amended to 83/10), the Collective Agreement for the Public Sector (KPJS, Official Gazette of the Republic of Slovenia, No. 57/08, as amended to 31/10) as well as Articles 23 and 24 of the Higher Education Act (ZViS-UPB3, Official Gazette of the Republic of Slovenia, No. 119/06, as amended to 62/10)

EMPLOYER

UNIVERSITY OF MARIBOR, Slomškov trg 15, represented by Rector Ivan Rozman, PhD

and

EMPLOYEE:
BORN ON
PERSONAL IDENTIFICATION NUMBER
TAX IDENTIFICATION NUMBER
PERMANENT RESIDENCE:

conclude the following

EMPLOYMENT CONTRACT No.

I. Term of Employment

This Contract is concluded for the period from to for the following reason:
- funding period of the Slovenian Research Agency (ARRS) and duration of research

II. Position

This Contract is concluded for carrying out duties pertaining to the post (*job code and title*) (Department of) (job code according to UM systemisation) classified into tariff group

The employee shall perform work and tasks pertaining to the post (*job code and title*) (Department of) (job code according to UM systemisation) as defined by the job description (tasks and duties of employee are to be described hereinafter):

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III. Place of Work

The employee shall work at the University's headquarters (Slomškov trg 15, 2000 Maribor) or at the Faculty of (*address*) and separate units of the Faculty of (in case they exist).

If certain tasks shall be performed outside the employer's headquarters, the employee shall be specifically instructed to do so. In this case, the employer shall reimburse the employee's costs of transport from his/her permanent or temporary residence to the place of work and vice versa.

IV. Hours of Work

The employee shall be employed:

- on a full-time basis (**.... hours per week**)

The hours of work are distributed in accordance with the applicable general act of the University and the Work Schedule.

V. Salary and Other Payments, Pay Period, Pay Day, Method of Payment

The employer guarantees payment consisting of basic salary, performance bonus and allowances.

Legal basis for determining the amount of salary:

- Public Sector Salary System Act (ZSPJS-UPB13, Official Gazette of the Republic of Slovenia, No. 108/09, as amended to 107/10),
- Collective Agreement for the Public Sector (KPJS, Official Gazette of the Republic of Slovenia, No. 57/08, as amended to 31/10),
- Annex to the Collective Agreement for Research Activity (Official Gazette of the Republic of Slovenia, No. 61/08),
- Decree on the Criteria for Determining the Amount of Grade-Related Allowances for Civil Servants (Official Gazette of the Republic of Slovenia, No. 57/08, as amended to 85/10),
- Decree on the Uniform Methodology and Forms for the Calculation and Payment of Salaries in the Public Sector (Official Gazette of the Republic of Slovenia, No. 14/09, as amended to 105/10).

The post (*job code and jtitle*) (Department of) (job code according to UM systemisation) falls into the pay grade, and gross salary amounts to EUR

In accordance with the criteria for promotion, the employee falls into the pay grade with promotion, and gross salary amounts to EUR

Job code and title		
		according to the percentage of employment %
Tariff group (Z390)		
Pay grade (Z380)		
Basic salary (Z070)		
Basic salary for part-time work (Z071)		
Corrective basic salary (Z106)		
Basic salary – for accounting V (Z108)		
Total amount for eliminating pay disparities (Z107)		

Portion of the amount for eliminating pay disparities (Z113)		
Period of employment (in years)		
Total amount of allowances included in a comparable amount of salary as laid down in ZSPJS (Public Sector Salary System Act)		
Comparable amount of salary as laid down in ZSPJS (Z104)		

The total amount for eliminating pay disparities (Z107) for the post amounts to:

Basic quotient (promotion quotient)	
(D1 – Article 54g of KPRD (Collective Agreement for Research Activity))	
(D2 - Article 54d of KPRD)	
(D3 – Article 3 of the Annex to KPRD)	
Total quotient	
Basis for accounting (value of quotient = 248.72)	
Nominal amount of basic salary	
Period of employment (in years) on 31 July 2008	
Total amount of allowances included in a comparable amount of salary as laid down in ZSPJS (Public Sector Salary System Act)	
Comparable amount of salary as laid down in ZSPJS (Z111)	
Translated pay grade	
Translated basic salary (Article 49 of ZSPJS) (Z105)	
Difference between comparable salaries (A040)	

The total amount for eliminating pay disparities shall be eliminated gradually within the period and at the rate defined by Article 50 of the Collective Agreement for the Public Sector.

The employee is entitled to allowances and bonuses in accordance with the acts under point V of this Contract.

The basic salary may be raised or cut in accordance with the Collective Agreement for Research Activity, the Collective Agreement for the Public Sector, the Public Sector Salary System Act and other acts or with a general act introduced by the employer.

The employee may be promoted to higher pay grades in accordance with the criteria for promotion determined by the Public Sector Salary System Act and general acts of the University of Maribor.

After signing this Contract, the employee is entitled to allowances and bonuses under the Public Sector Salary System Act, the Collective Agreement for the Public Sector and the Employment Relationship Act.

In accordance with the provisions of the decree laying down the conditions, extent and criteria for performance evaluation, the employee is entitled to a performance bonus.

The employer is obliged to reimburse the employee's costs of lunch, transport to and from work and travel expenses in accordance with the Collective Agreement for the Education and Schooling Activity in the Republic of Slovenia.

The employee's salary shall be calculated on a monthly basis. The pay day is on the fifth of each month or on a day laid down in a general act of the Government or the employer. The salary shall be transferred to the employee's bank account number communicated to the accounting office of the Faculty of

VI. Holidays and Other Forms of Absence

The employee is entitled to an annual leave in accordance with the Employment Relationship Act and other criteria defined by the Collective Agreement for Research Activity. At the beginning of the calendar year, the employee's annual leave for the current year shall be determined by notification.

The employee is entitled to other paid or unpaid holidays in cases and under the conditions determined by the Employment Relationship Act and the Collective Agreement for Research Activity.

VII. Occupational Health and Safety

The employer is obliged to provide health and safety conditions in accordance with specific regulations on occupational health and safety.

The employee undertakes to observe and implement regulations on occupational health and safety.

VIII. Period of Notice

If the employee terminates the employment contract, the period of notice is laid down in the Collective Agreement for Research Activity.

If the employer terminates the employment contract, the period of notice is laid down in the Collective Agreement for Research Activity or the Employment Relationship Act.

IX. Training

The employee has both the right and duty to improve his/her knowledge and skills through continuous education and training and to develop his/her professional competences in accordance with work requirements and development needs of the University.

The employee is obliged to attend training at the request of the University. Failure to comply with such requests constitutes a breach of duty.

Duration and course of training as well as the rights of parties during and after the training period are defined by a training agreement in accordance with the Collective Agreement for Research Activity and the Employment Relationship Act.

If the employer requests further education or training, the employee shall have the expenses (transport, participation fees, tuition fees, food and accommodation) reimbursed in accordance with the Collective Agreement for Research Activity.

The employee is obliged to perform tasks professionally and conscientiously in order to achieve the employer's goals.

The employee's rights and duties related to postgraduate training are regulated by law, collective agreements, various acts of the employer and the funding agreement concluded between the Slovenian Research Agency (ARRS) and the employer.

Using ARRS funds, the employer shall:

- enable training in form of research projects and/or programmes of research groups and ensure conditions for postgraduate studies
- choose an adviser supervising the employee's research work and providing scientific training (in agreement with ARRS)
- enter into an employment contract for the period of funding
- enable short training visits abroad (if necessary)

The employee shall:

- perform work in accordance with the training programme and the adviser's instructions and under the terms of both the employer and ARRS
- compile annual reports on his/her work
- state, along with his/her own name, the name of the employer in all works published during the training period
- attend a seminar on entrepreneurship before completing training and enclose the certificate of attendance to the final report
- not quit training without a justified reason and against the will of the employer
- successfully complete his/her postgraduate studies within the agreed period

If the employee fails to comply with the obligations, he/she is obliged to return the funds in accordance with the funding agreement. This shall also be the case if the employee takes up employment abroad without the prior consent of ARRS (during the funding period).

If the employee obtains other grants (e.g. scholarship), he/she is obliged to inform his/her adviser.

X. Breach of Duty

The employee is solely responsible for breaching contractual and other professional duties in accordance with the applicable employment legislation, collective agreements and general acts of the University.

XI. Non-Compete Clause

During the term of employment, the employee is not allowed, without the written consent of the employer, to carry out work or enter into transactions, on his/her own behalf or on the behalf of someone else, that are similar to the employer's profession and could create competition. Any violation of the non-competes clause constitutes a serious breach of professional duty.

XII. Copyrighted Work

Economic rights on copyrighted works produced by the employee during the fulfilment of his/her obligations or pursuant to the employer's instructions are transferred to the employer for a maximum of 10 years.

Moral rights are retained by the employee.

XIII. Acts and Collective Agreements Binding on the Employer and General Acts of the Employer Determining Working Conditions of Employees

Contractual relationships are regulated by:

- Employment Relationship Act (ZDR, Official Gazette of the Republic of Slovenia, No. 42/02, as amended to 83/09)
- Civil Servants Act (ZJU-UPB3, Official Gazette of the Republic of Slovenia, No. 63/07, as amended to 74/09)

- Higher Education Act (ZViS-UPB3, Official Gazette of the Republic of Slovenia, No. 119/06, as amended to 62/10)
- Research and Development Act (ZRRD-UPB1, Official Gazette of the Republic of Slovenia, No. 22/06, as amended to 112/07)
- Collective Agreement for the Non-Economic Sector in the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 18/91-I, as amended to 57/08)
- Collective Agreement for the Public Sector (KPJS, Official Gazette of the Republic of Slovenia, No. 57/08, as amended to 31/10)
- Collective Agreement for Research Activity (Official Gazette of the Republic of Slovenia, No. 45/92, as amended to 83/10)
- Public Sector Salary System Act (ZSPJS-UPB13, Official Gazette of the Republic of Slovenia, No. 108/09, as amended to 107/10)
- Statutes of the University of Maribor (Statut UM-UPB8, Official Gazette of the Republic of Slovenia, No. 1/10)
- General Act on Prohibition of Competition at the University of Maribor, No. A 8/2008-2 BB (UM Announcements, No. XXVI-9-2008)
- Organizational Act on Working Time at the University of Maribor, No. A 6/2008-51 MT (UM Announcements, No. XXVI-8-2008)
- Decree Laying Down the Share of Salary for Work Performance to be Paid for the Increased Work Load to Civil Servants in the Public Sector (Official Gazette of the Republic of Slovenia, No. 53/08, as amended to 89/08)
- Decree Concerning Performance at Work Related to Selling Goods and Services in the Market (Official Gazette of the Republic of Slovenia, No. 69/08, as amended to 97/09)

XIV. Dispute Resolution

Contractual and labour disputes not settled in agreement will be brought before the competent labour court.

XV. Amendment and New Contract

This Contract may be amended or a new one may be concluded if both parties agree.

Both parties have the right to initiate amendments or the conclusion of a new employment contract.

XVI. Final Provisions

Matters not regulated by this Contract are subject to the relevant provisions of the Employment Relationship Act, the Collective Agreement for Research Activity and other acts governing contractual relationships.

The employee is obliged to inform the employer of changes concerning his/her permanent or temporary residence, bank account number and other matters concerning the implementation of his/her rights under this Contract.

This Contract is drawn up in three (3) identical copies, of which the University of Maribor, the Faculty of and the employee shall each have one (1).

From the day of conclusion of this Contract, the Employment Contract No. of and Annex No. of shall cease to be in force (*except in the event of new employment or renewal of contract*).

Maribor, (date)

EMPLOYEE

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EMPLOYER:
Rector of the University of Maribor
Prof. Ivan Rozman, PhD

I, the undersigned Dean, declare that the post is systemised and that long-term resources for meeting all contractual obligations are provided.

Dean
Faculty of

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