



Co-funded by
the European Union



EUROPEAN COMMISSION

DG EMPLOYMENT, SOCIAL AFFAIRS AND INCLUSION

Social Prerogatives and Specific Competencies Lines (SocPL)

Grant agreement no. 101145643

GROW

Getting Ready for Twin Transition

Deliverable D4.2

Set of positions for negotiators

Project Contractual Details

Project title	Getting Ready for Twin Transition
Project acronym	GROW
Grant Agreement No.	101145643
Project start date	1.4.2024
Project end date	31.3.2026
Duration	24 months

Document details

Deliverable due date	31.8.2025
Actual delivery date	29.8.2025
Dissemination level	Public

Disclaimer

Co-funded by the European Union. This document has been produced in the context of the GROW project. Views and opinions expressed are, however, those of the author(s) only and do not necessarily reflect those of the European Union or the European Commission. Neither the European Union nor the granting authority can be held responsible for them.



**Co-funded by
the European Union**

Kazalo vsebine

Povzetek.....	4
Summary in English	4
1. PRIPOROČILA ZDS ZA POTEK POGAJANJ NA RAVNI KOLEKTIVNIH POGODB.....	5
1.1. Priprava na pogajanje	5
1.2. Obdobje pogajanja	6
1.3. Po končanih pogajanjih.....	7
1.4. Izvajanje sklenjene (izpogajane) vsebine	8
2. PRAVILA USPEŠNEGA POGAJANJA.....	10
2.1. Vedenjska pravila.....	10
2.2. Tehnična pravila.....	11
3. ZAKLJUČEK	13
4. RECOMMENDATIONS FOR THE EXECUTION OF NEGOTIATIONS AT THE LEVEL OF COLLECTIVE AGREEMENTS	14
4.1. Preparation for negotiation.....	14
4.2. Negotiation period	15
4.3. After the negotiations have been concluded	16
4.4. Implementation of the agreed (negotiated) content.....	18
5. RULES FOR SUCCESSFUL NEGOTIATION	20
5.1. Rules of conduct	20
5.2. Technical rules	21
6. CONCLUSION	23

Povzetek

Projektni rezultat, "D4.2 Set of positions for negotiators", je namenjen podpori delodajalcem in delavskim predstavnikom ter njihovim pogajalcem pri vseh fazah kolektivnega pogajanja - od priprave, prek samega procesa pogajanja, do izvajanja in spremljanja dogovorjene vsebine. Namen priporočil je zagotoviti jasna, strokovno utemeljena in praktična navodila, ki pomagajo k učinkovitemu, preglednemu in konstruktivnemu socialnemu dialogu.

Priporočila združujejo preverjene dobre prakse ter izkušnje iz slovenskega in mednarodnega okolja. V ospredje postavljajo pomen strokovne priprave, doslednega spoštovanja pravil ter zavedanja, da so pogajanja partnerski proces, usmerjen v iskanje rešitev, ki prinašajo koristi tako zaposlenim kot delodajalcem.

S tem dokumentom želimo v ZDS prispevati k večji profesionalizaciji pogajalskega procesa, krepitvi zaupanja med socialnimi partnerji ter dolgoročni stabilnosti delovnih razmerij v Sloveniji in drugod.

Dokument je pripravljen v slovenskem jeziku ter preveden v angleškega za večjo dostopnost in boljše razumevanje vsebine tudi v drugih državah EU. Angleški prevod je pripet na koncu dokumenta.

Summary in English

The project deliverable, "D4.2 Set of positions for negotiators", is intended to support employers and employee representatives and their negotiators in all phases of collective bargaining - from preparation, through the negotiation process itself, to the implementation and monitoring of the agreed content. The purpose of the recommendations is to provide clear, professionally sound and practical guidance that helps to promote an effective, transparent and constructive social dialogue.

The recommendations combine proven good practices and experience from the Slovenian and international environment. They emphasise the importance of professional preparation, consistent adherence to the rules and the awareness that negotiations are a partnership process aimed at finding solutions that bring benefits to both employees and employers.

With this document, ZDS aims to contribute to a greater professionalisation of the negotiation process, the strengthening of trust between the social partners and the long-term stability of employment relations in Slovenia and elsewhere.

The document is prepared in Slovenian and translated into English for greater accessibility and better understanding of the content in other EU countries. The English translation is attached to the end of the document.

1. PRIPOROČILA ZDS ZA POTEK POGAJANJ NA RAVNI KOLEKTIVNIH POGODB

Na Združenju delodajalcev Slovenije se zavedamo, da je kolektivno dogovarjanje eden izmed temeljnih stebrov socialnega miru. Razvito kolektivno dogovarjanje socialnih partnerjev ima velik pomen za varstvo pravic delavcev ter s tem izboljšanje njihovega položaja na trgu dela, kar pozitivno vpliva na socialno vključenost in predstavlja temeljno zagotovilo socialnega miru.

Ugotavljamo, da obstaja razkorak med obstoječo stopnjo znanja in minimalnim znanjem, nujno potrebnim za kakovostno raven kolektivnega dogovarjanja, ki zagotavlja mehanizme socialne vključenosti, socialni mir ter materialno podlago za trajnostni razvoj dejavnosti oziroma posameznega gospodarskega subjekta. V obdobju digitalnega in zelenega prehoda pa je potrebno še posebno pozornost nameniti prilagoditvam delovnih pogojev, tudi znotraj kolektivnih pogodb.

Zato v nadaljevanju predstavljamo priporočila in izhodišča za pogajalce in kolektivna pogajanja, ki so namenjen podpora delodajalcem in njihovim pogajalcem pri vseh fazah kolektivnega pogajanja - od priprave, prek samega procesa pogajanja, do izvajanja in spremljanja dogovorjene vsebine.

1.1. Priprava na pogajanje

1. Priprava izhodiščnega gradiva za pogajanje:

- **makroekonomski kazalci za Slovenijo in druge države, po potrebi prirejeni stvarni veljavnosti ustrezne kolektivne pogodbe**
 - Pred pogajanjem je ključno pregledati gospodarske kazalnike (rast BDP, inflacija, produktivnost dela, stopnja zaposlenosti, napovedi rasti ipd.), saj ti podatki kažejo, koliko prostora za realne spremembe obstaja. Podatki morajo biti aktualni in prilagojeni obdobju veljavnosti kolektivne pogodbe. To omogoča, da so predlogi utemeljeni in realistični ter da pogajalci nastopajo z verodostojnimi argumenti za spremembe;
- **primerjava višine najnižjih osnovnih plač, povračil stroškov v zvezi z delom in drugih osebnih prejemkov po kolektivnih pogodbah dejavnosti**
 - Analiza obstoječih kolektivnih pogodb v različnih dejavnostih omogoča primerjavo, ali so predlagane rešitve konkurenčne in pravične. Začetniki naj se osredotočijo na osnovne razlike (npr. minimalna osnovna plača, kilometrina), izkušeni pa na podrobnejše vzorce, kot so dodatki za posebne pogoje dela. Takšna primerjava daje pogajalcem trdno osnovo za argumentiranje in preprečuje pavšalne ocene;
- **ocena sindikalnih pogajalskih predlogov**
 - Predloge sindikatov je treba preučiti z vidika njihove izvedljivosti in stroškovnega učinka. Dobro je analizirati, kateri elementi so za sindikate ključni (t. i. "core demands") in kje obstaja prostor za prilagoditev. Tako izkušeni kot začetniki morajo razumeti, da se vsaka zahteva oceni tako finančno kot organizacijsko;
- **ocena stroška delodajalskih izhodiščnih, maksimalnih in alternativnih predlogov**
 - Pri pripravi lastnih izhodišč je potrebno jasno opredeliti, kaj je minimum, maksimum in sprejemljiva alternativa. To je osnovno načelo priprave t. i. BATNA (Best Alternative to a Negotiated Agreement). Izračuni stroškov pomagajo preprečiti nerealne obljube in omogočajo pogajalcem večjo samozavest pri zagovarjanju stališč;
- **osnutek strategije pogajanj**
 - Strategija mora določati cilje, prioritete, možne koncesije ter komunikacijsko taktiko. Za začetnike to pomeni jasen seznam "kaj želimo doseči" in "česa ne



smemo preseči". Za izkušene pogajalce pa gre tudi za pripravo več možnih scenarijev, kako se bodo odzivali na različne pritiske sindikata;

- **osnutek besedila določb delodajalskih predlogov**
 - Zelo priporočljivo je že vnaprej pripraviti osnutke formulacij, ki jih bo delodajalska stran predlagala. To olajša kasnejša pogajanja, saj se namesto iskanja pravih besed lahko osredotočijo na vsebino. Jasno zapisani predlogi zmanjšujejo možnost napačnih interpretacij in omogočajo hitrejši napredek.

2. Strokovna razlaga izhodiščnega gradiva vsem delodajalskim strukturam

- (upravnim odborom, delodajalcem: pravnim in fizičnim osebam, pogajalcem; izvajalcem: pravne, kadrovske, finančne službe)
 - Pomembno je, da imajo tako upravni odbori, kot posamezni delodajalci in izvajalci (pravne, kadrovske in finančne službe), enako razumevanje izhodišč. To zagotavlja usklajen nastop in preprečuje notranja nesoglasja. Za začetnike je ključno, da razumejo osnovne pojme (kaj pomenijo kazalniki, kako vplivajo na stroške), za izkušene pa je pomembno, da imajo dostop do podrobnejših analiz.
 - Razlage naj bodo prilagojene različnim profilom udeležencev: pravnikom z vidika skladnosti z zakonodajo, finančnikom z vidika stroškov, kadrovikom z vidika vpliva na zaposlene. Pomembno je uporabljati konkretne primere in številke, saj abstraktni argumenti v pogajanjih nimajo enake teže.

1.2. Obdobje pogajanja

1. Strokovna podpora na pogajanjih

- a. Vloga strokovnih služb delodajalskih organizacij in delodajalcev
 - i. Med pogajanja je nujno, da so pravne, finančne in kadrovske službe ves čas na voljo pogajalski ekipi. Njihova naloga je preverjanje dejstev, priprava izračunov in takojšnje svetovanje ob novih predlogih. To omogoča, da pogajalci sprejemajo odločitve na podlagi preverjenih podatkov in ne le na podlagi vtisa.
- b. Podpora pri argumentaciji
 - i. Začetniki naj se opirajo na jasno strukturirane opombe in podatke, ki jim pomagajo pri odgovarjanju na predloge sindikata. Izkušeni pogajalci pa lahko strokovno podporo uporabijo kot "drugo linijo", ki sproti preverja vpliv različnih scenarijev na stroške in pravne obveznosti. To zmanjšuje tveganje napačnih odločitev pod časovnim pritiskom.
- c. Neodvisnost pogajalcev
 - i. Ključnega pomena je, da strokovna služba ostane v podporni vlogi, ne pa da vodi pogajanja. Pogajalci morajo ohraniti avtonomijo, saj odgovarjajo za strateške odločitve, medtem ko strokovnjaki prispevajo dejstva in razlage.

2. Oblikovanje končnega besedila izpogajanih določb (preverjanje ali oblikovano besedilo ustreza izpogajani vsebini)

- a. Natančno preverjanje vsebine
 - i. Ko se strani dogovorijo o vsebini, je treba zapisati besedilo, ki nedvoumno odraža dogovorjeno. Pri tem je treba paziti, da ni razkoraka med izpogajano vsebino in zapisom. To je pogosta past: soglasje na ravni vsebine, a nejasen zapis, ki kasneje povzroča spore.
- b. Pravna in terminološka doslednost
 - i. Besedilo mora biti skladno z veljavno zakonodajo in drugimi kolektivnimi pogodbami. Začetniki morajo razumeti, da vsaka beseda v pogodbi nosi pravne



posledice, zato ni prostora za nejasne ali pavšalne izraze. Izkušeni pogajalci naj dodatno poskrbijo, da so določbe skladne z obstoječo prakso in da omogočajo enotno razlago.

- c. Skupno preverjanje
 - i. Preden je besedilo potrjeno, ga morata pregledati obe strani skupaj (delodajalci in sindikati). Najbolj učinkovito je, da ga pogajalci preberejo stavek za stavkom in sproti preverjajo, ali ustreza doseženemu dogovoru. To je standardna praksa pri kolektivnih pogodbah, ki zmanjšuje možnost nesporazumov in kasnejših pravnih sporov.

1.3. Po končanih pogajanjih

1. Tehnična priprava za podpis kolektivne pogodbe

- a. Natančna uskladitev besedila
 - i. Pred podpisom je potrebno preveriti, da se končno besedilo v celoti ujema z izpogajano vsebino. Posebno pozornost je treba nameniti datumom, prilogam in prehodnim določbam. Začetniki naj razumejo, da je ta korak ključen, saj podpis potrjuje pravno veljaven dokument, ki ga pozneje ni več mogoče enostavno spreminjati.
- b. Organizacija podpisa
 - i. Potrebna je koordinacija med vsemi podpisniki (delodajalska in sindikalna stran), določitev datuma, kraja in postopka podpisa. To zagotavlja transparentnost in uradnost dogodka.

2. Objava kolektivne pogodbe v Uradnem listu RS

- a. Formalna veljavnost
 - i. Kolektivna pogodba širše ravni (to je npr. dejavnostna kolektivna pogodba) v Sloveniji začne veljati šele, ko je objavljena v Uradnem listu RS. Brez objave se nanjo ni mogoče pravno sklicevati. Zato je nujno, da se dokument pravočasno in v ustrezni obliki posreduje za objavo (najprej je potrebno kolektivno pogodbo vpisati v evidenco kolektivnih pogodb pri MDDSZ, nato jo lahko objavimo v uradnem listu) Podjetniških kolektivnih pogodb ni potrebno objaviti v Uradnem listu RS (odločitev je prepuščena dogovoru na ravni podjetja), veljavnost kolektivne pogodbe obstaja tudi brez objave.
- b. Pazljivost pri oddaji
 - i. Pri tehnični pripravi za objavo je treba paziti na pravilno oblikovanje dokumenta, oštevilčenje členov in morebitne priloge. Napake pri oddaji lahko povzročijo zamudo pri uveljavitvi pogodbe.

3. Takojšnja seznanitev delodajalcev – članov z besedilom izpogajane vsebine

- a. Obveščanje članstva
 - i. Člani morajo biti nemudoma seznanjeni z vsebino izpogajane pogodbe, saj vpliva na njihovo delo in poslovanje. Najhitrejši kanali so e-pošta, spletna stran organizacije in redna glasila.
- b. Prilagoditev komunikacije
 - i. Začetnikom je pomembno, da razumejo praktične posledice sprememb (npr. novi dodatki, spremembe stroškov ipd.), izkušeni delodajalci pa pričakujejo podrobnejše razlage in strokovne komentarje.



- 4. Priprava tiskovne konference za obveščanje javnost o doseženih rezultatih pogajanj**
 - a. Obveščanje javnosti
 - i. Transparentna predstavitev rezultatov pogajanj krepi zaupanje zaposlenih, širše javnosti in medijev. Na tiskovni konferenci naj se jasno predstavi, kaj je bilo doseženo, zakaj je dogovor pomemben in kako vpliva na zaposlene ter delodajalce.
 - b. Konsistentno sporočilo
 - i. Pomembno je, da obe strani (delodajalska in sindikalna) nastopata usklajeno in da ne prihaja do različnih interpretacij. Začetniki naj vedo, da so sporočila namenjena tudi oblikovanju javnega mnenja, izkušeni pa razumejo pomen usklajene komunikacije za dolgoročne odnose s sindikati.

- 5. Vodenje celotnega postopka pridobitve razširjene veljavnosti kolektivne pogodbe (dejavnosti)**
 - a. Pridobitev razširjene veljavnosti
 - i. Če kolektivna pogodba izpolnjuje pogoje, se lahko predlaga njena razširjena veljavnost, kar pomeni, da zavezuje vse delodajalce v dejavnosti, ne le članov podpisnikov. Postopek vodi Ministrstvo za delo, zato je potrebno pravočasno oddati ustrezne vloge in dokazila. Pogoje opredeljuje Zakon o kolektivnih pogodbah.
 - b. Pravni in organizacijski pomen
 - i. Razširjena veljavnost krepi enotne pogoje dela v dejavnosti in zmanjšuje neloyalno konkurenco med delodajalci. Začetniki naj vedo, da gre za uradni postopek z določenimi roki in dokumentacijo, izkušeni pa morajo poskrbeti za popolno usklajenost pogodbe z zakonom, saj to vpliva na odločitev ministrstva.

1.4. Izvajanje sklenjene (izpogajane) vsebine

Podpis kolektivne pogodbe je šele začetek – njena dejanska vrednost se pokaže v izvajanju. Če delodajalci in zaposleni ne razumejo dogovorjenih določb ali če pride do različnih razlag, lahko to vodi v spore, dodatne stroške in slabšanje odnosov med socialnimi partnerji. Zato je nujno, da se zagotovi stalna podpora delodajalcem pri razlagi in izvajanju pogodbe ter sprotno spremljanje morebitnih težav.

- 1. Pisni komentar o razumevanju in načinu izvajanja sklenjene vsebine**
 - a. Pisni komentarji pomagajo delodajalcem razumeti, kaj posamezna določba pomeni v praksi in kako jo uporabiti.
 - b. Začetniki dobijo jasne napotke, izkušeni pa podrobnejše strokovne interpretacije. To zmanjšuje nevarnost napačnega izvajanja in sporov.
- 2. Seminar o izvajanju sklenjene vsebine v praksi z možnostjo individualnega razgovora**
 - a. Organizirani seminarji omogočajo skupno razlago novih določb in izmenjavo izkušenj med delodajalci.
 - b. Individualni razgovori so namenjeni specifičnim vprašanjem podjetij, kjer splošne razlage ne zadostujejo.
- 3. Pojasnila in navodila v ustni in pisni obliki o izvrševanju kolektivne pogodbe**
 - a. Ustna in pisna pojasnila zagotavljajo, da imajo vsi delodajalci dostop do enotnih razlag.
 - b. Pomembno je, da so ta pojasnila pravočasna in razumljiva, saj s tem preprečujejo napačne prakse pri izvajanju določb.



- 4. Pojasnila in navodila v ustni in pisni obliki o obremenitvah delodajalca iz naslova davkov in prispevkov**
 - a. Kolektivne pogodbe pogosto prinašajo spremembe, ki vplivajo na stroške dela (npr. višje plače, dodatki, povračila stroškov).
 - b. Zato je treba delodajalcem jasno pojasniti davčne in prispevne obveznosti, da se izognejo napakam pri obračunavanju plač in prispevkov.
- 5. Poročilo o izvajanju izpogajane vsebine (težave, s katerimi se delodajalci soočajo, različne razlage sindikatov ...)**
 - a. Redna poročila beležijo težave, s katerimi se delodajalci srečujejo pri izvajanju, in različne razlage sindikatov.
 - b. Takšna poročila omogočajo zgodnje odkrivanje spornih točk in pripravo rešitev, preden pride do resnih konfliktov.
- 6. Predlog besedila popravka, dopolnitve ali spremembe določbe iz kolektivne pogodbe, ki pri izvedbi povzroča težave**
 - a. Če določbe povzročajo težave pri izvedbi, je treba pripraviti predlog njihove spremembe ali dopolnitve.
 - b. To je del naravnega procesa razvoja kolektivne pogodbe in kaže na odgovorno ravnanje delodajalske strani.
- 7. V komisijah za razlago kolektivnih pogodb zastopamo delodajalsko pogajalsko voljo, izraženo v času pogajanj**
 - a. V teh komisijah se zagovarja volja delodajalske strani, izražena med pogajanjem.
 - b. To zagotavlja, da se besedilo pogodbe ne razlaga na način, ki bi presegal dosežen dogovor.
- 8. Pomoč delodajalcu, ki je v sporu s sindikati zaradi vsebine kolektivne pogodbe**
 - a. Če pride do spora zaradi vsebine kolektivne pogodbe, je delodajalcu treba nuditi strokovno podporo (pravne razlage, argumente, predloge rešitev).
 - b. To zmanjšuje tveganje za dolgotrajne in drage postopke ter krepi enoten nastop delodajalske strani.
- 9. Pomoč delodajalcu, ki je v sporu z delavcem zaradi pravic in obveznosti, določenih v delovnopravni zakonodaji**
 - a. Poleg sporov s sindikati se lahko pojavijo tudi individualni spori z zaposlenimi.
 - b. V takih primerih je treba delodajalcem ponuditi strokovno pomoč pri uporabi kolektivne pogodbe in veljavne delovnopravne zakonodaje, da se spori rešujejo zakonito in učinkovito.

2. PRAVILA USPEŠNEGA POGAJANJA

Čeprav pogajalska stranka področje, o katerem se namerava pogajati, strokovno dobro obvlada, še ni rečeno, da bo zeleni cilj tudi dosegla. Če bo spoštovala osnovna vedenjska in tehnična pravila, bo soglasje lažje doseženo, kolektivna pogajanja pa bodo potekala "na višji ravni".

2.1. Vedenjska pravila

1. **Spoštujte vse sogovornike:** stranko, s katero se pogajate, člane lastne pogajalske stranke in strokovno ekipo.
 - a. Pogajanja niso le tehnični postopek, ampak predvsem proces gradnje zaupanja. Spoštovanje nasprotne strani, lastne ekipe in strokovnih svetovalcev ustvarja konstruktivno vzdušje.
 - b. Začetniki naj se zavedajo, da so vsi udeleženci enakovredni, izkušeni pa vedo, da spoštovanje pogosto odpira vrata kompromisom.
2. **Ne bodite nevljudni in ne dajajte vtisa, da ste najpomembnejši.**
 - a. Aroganca zmanjšuje verodostojnost in zapira prostor za sodelovanje. Pogajanja temeljijo na odnosih, zato je vljudnost osnovni pogoj za uspeh.
 - b. Izkušeni pogajalci morajo paziti, da jim samozavest ne preide v vzvišenost, začetniki pa naj se zavedajo, da je ponižnost moč, ne slabost.
3. **Zavedajte se, da na pogajanjih ni nasprotne stranke.** Pogajate se s pogajalskim partnerjem – sindikalno pogajalsko stranko, ki vam ne nasprotuje, ampak skupaj z vami išče rešitve. Je vam enaka in ta vas nujno potrebna, zato je ne podcenjujte.
 - a. Pogajanja niso bitka, temveč skupno iskanje rešitev. Sindikalna stran ni sovražnik, temveč partner, brez katerega dogovora ni mogoče doseči.
 - b. To pravilo preprečuje "mi proti njim" miselnost in spodbuja iskanje vzajemnih koristi.
4. **Vaši razgovori naj bodo jasni, iskreni, brez sprenevedanja, spletkarjenja, natolcevanja, pretiravanja in dogovarjanja »pod mizo«.**
 - a. Skrivanje informacij, zavajanje ali dogovori "pod mizo" hitro uničijo zaupanje. Dolgoročno je iskrenost vedno učinkovitejša taktika.
 - b. Začetniki naj se držijo preprostega pravila: »povej le tisto, kar si pripravljen zapisati v dogovor«, izkušeni pa vedo, da jasnost komunikacije preprečuje poznejše spore.
5. **Ne nadlegujte s kopico podatkov zgolj zato, da bi zgedali pomembnejši.**
 - a. Velika količina podatkov lahko daje vtis pomembnosti, a v resnici pogosto zamegli bistvo. Pomembnejši so kakovostni, dobro izbrani argumenti kot količina števil.
 - b. Začetniki naj se držijo osnovnih kazalnikov, izkušeni pa naj uporabijo podatke strateško – samo tam, kjer res podpirajo stališča.
6. **Ne trudite se, da bi stranko, s katero se pogajate, zmedli ali jo namenoma presenetili.**
 - a. Namen pogajanj ni prevarati, temveč doseči dogovor. Namenoma povzročena zmeda ali nepričakovani manevri ustvarjajo odpor in slabijo odnos.
 - b. Presenečenja se včasih zdijo taktično koristna, a v kolektivnem pogajanju običajno prinesejo nasprotni učinek – izgubo zaupanja.
7. **Ne dajajte vtisa, da razumete tudi tisto, česar ne razumete. Prošiti za dodatno razlago je častno dejanje.**
 - a. Vprašati za dodatno pojasnilo ni znak šibkosti, temveč profesionalnosti. Bolje je priznati nejasnost, kot sprejeti napačno odločitev.
 - b. Začetniki naj se zavedajo, da imajo pravico spraševati, izkušeni pa, da je tudi njim včasih potrebna dodatna razlaga.
8. **Dogovorjeno vsebino spoštujte. Če ugotovite, da je neustrezna, predlagajte spremembo, dopolnitev ali popravek.**
 - a. Dogovor velja, dokler ni spremenjen po postopku, ki je dogovorjen. Če se kasneje izkaže, da je določba neustrezna, jo je treba uradno popraviti – ne pa enostransko kršiti.

- b. To pravilo zagotavlja stabilnost kolektivne pogodbe in krepi zaupanje med partnerji.

Ali niso to le pravila lepega vedenja? Pogajanja so odlična priložnost, da se pokaže vaša osebna kultura.

2.2. Tehnična pravila

1. **Pred začetkom pogajanj se dogovorite za pogajalska pravila (poslovník).**
 - a. Pred začetkom se je nujno dogovoriti o poslovníku pogajanj (npr. potek srečanj, zapisniki, roki, pravila glasovanja). To ustvarja jasna pričakovanja in preprečuje nesporazume.
 - b. Začetniki naj vedo, da brez poslovníka pogajanja hitro izgubijo pregled, izkušeni pa naj ga uporabijo kot orodje za obvladovanje procesa.
2. **Dosledno spoštujte zaupan mandat in ga redno preverjajte.** Ne uveljavljajte lastnih interesov oziroma interesov vašega delodajalca, ampak interese članov, ki jih zastopate.
 - a. Pogajalci ne zastopajo svojih osebnih interesov, ampak interese članov oziroma organizacije, ki jih je pooblastila. Mandat je treba redno preverjati, da ne pride do odmika od dogovorjenih stališč.
 - b. To zagotavlja legitimnost pogajanj in preprečuje notranja nasprotja.
3. **Pogajajte se za pogajalsko mizo in ne v medijih ali javnosti.** Medijev nikoli ne zavrnite, pač pa jih uporabite za obveščanje javnosti.
 - a. Ključne razprave sodijo v pogajalsko sobo, ne v javnost. Mediji so pomembni za obveščanje, a ne za oblikovanje vsebine.
 - b. S tem se izognemo ustvarjanju pritiska ali napačnih interpretacij. Obenem pa odprta komunikacija do medijev krepi transparentnost in zaupanje javnosti.
4. **Na pogajanja se pripravite s kakovostnim gradivom, pravimi dokazi.** Pri utemeljevanju dejstev uporabljajte uradne podatke.
 - a. Trditve in predlogi morajo temeljiti na preverjenih podatkih (statistika, uradne objave, zakonodaja). To krepi verodostojnost pogajalske strani.
 - b. Začetniki naj uporabljajo osnovne in zanesljive vire, izkušeni pa naj gradivo pripravijo strateško – tako, da podpira ključne cilje.
5. **Zagotovite, da vsi člani vaše pogajalske stranke razpolagajo z enakimi informacijami.**
 - a. Pogajalska ekipa mora delovati enotno. Če imajo člani različne informacije, hitro pride do neskladij in notranjih razpok.
 - b. Zato je nujno sprotno deljenje gradiva in zapisnikov ter jasna notranja komunikacija.
6. **Če ne sprejemate sindikalnega predloga, pojasnite, zakaj.**
 - a. Če sindikalni predlog ni sprejemljiv, je treba jasno in argumentirano pojasniti razloge. Golo zavračanje brez obrazložitve slabi zaupanje in otežuje dialog.
 - b. Pojasnitev pa pogosto odpre prostor za kompromisne rešitve.
7. **Ne sklepajte delnih dogovorov, ker vas pogajalska stranka lahko preseneti v zadnjem trenutku. Dokler ni izpogajano vse, ni nič izpogajanega.**
 - a. Dokler ni dogovorjen celoten paket, nobena točka ni dokončna. Delni dogovori lahko vodijo do tega, da vas nasprotna stran v zadnjem trenutku preseneti z novimi pogoji.
 - b. To pravilo zagotavlja, da je celoten dogovor uravnotežen in vzdržen.
8. **Ne sklepajte nerazumljive ali neizvedljive vsebine.**
 - a. Določbe morajo biti jasne, konkretne in izvedljive. Nejasna besedila povzročajo različne razlage in spore pri izvajanju.
 - b. Pogajalci naj zato vedno preverijo, ali bi vsebino lahko dejansko uresničili v praksi.
9. **Ne sklepajte vsebine, ki naj bi veljala za preteklo obdobje.**
 - a. Retroaktivna veljavnost praviloma povzroča finančne in pravne zaplete. Zato naj se kolektivne pogodbe uporabljajo za prihodnost, ne za preteklost.
 - b. Izjemoma je retroaktivnost možna le, če je jasno določena in izvedljiva – a takih primerov je malo.



- 10. Dogovore sklepajte vedno v pisni obliki in preverite, da zapisano vsebino obe pogajalski stranki razumeta enako.**
- a. Vse dogovore je treba zapisati in potrditi, da jih obe strani enako razumeta. Ustni dogovori nimajo enake pravne veljave in povzročajo nesporazume.
 - b. Pisna oblika zagotavlja transparentnost in pravno varnost.
- 11. Ne pogajajte se v naglici in pod pritiskom. Če ste postali vznemirjeni, si privoščite odmor.**
- a. Naglica in čustveni pritiski povečajo tveganje slabih odločitev. Če pogajalci začutijo preveliko napetost, je najboljša rešitev odmor.
 - b. To omogoča trezno presojo in boljše odločitve, saj so pogajanja proces, ne sprint.



3. ZAKLJUČEK

Vedenjska in tehnična pravila uspešnega pogajanja se medsebojno dopolnjujejo. Vedenjska pravila zagotavljajo, da pogajanja potekajo v duhu spoštovanja, iskrenosti in partnerstva, kar je temelj zaupanja in dolgoročnega sodelovanja. Tehnična pravila pa omogočajo, da proces poteka pregledno, strokovno in pravno varno, s čimer se preprečujejo nesporazumi in spori pri izvajanju dogovorjenega.

Pogajalcem začetnikom ta pravila nudijo jasna izhodišča, kako se pogajanj lotiti na korekten in učinkovit način. Izkušeni pogajalci pa v njih najdejo opomnik, da uspeh ni odvisen samo od moči argumentov, ampak tudi od načina vodenja procesa in odnosa do partnerja.

S spoštovanjem obeh sklopov pravil pogajanja ne postanejo le sredstvo za doseg ciljev, ampak tudi priložnost za krepitev socialnega dialoga in zaupnih odnosov med delodajalci in sindikati. Tako se bo z upoštevanjem zgornjih vedenjskih in tehničnih pravil vzpostavilo zaupanje med pogajalskima strankama, to pa je dolgoročno največja dodana vrednost uspešnih pogajanj.

4. RECOMMENDATIONS FOR THE EXECUTION OF NEGOTIATIONS AT THE LEVEL OF COLLECTIVE AGREEMENTS

At the Employers' Association of Slovenia, we are aware that collective bargaining is one of the fundamental pillars of social peace. Developed collective bargaining between the social partners is of great importance for the protection of workers' rights and thus the improvement of their position in the labour market, which has a positive impact on social inclusion and represents a fundamental guarantee of social peace.

We established that there is a gap between the existing level of knowledge and the minimum knowledge necessary for a quality level of collective bargaining, which ensures mechanisms of social inclusion, social peace and a material basis for the sustainable development of activities or individual economic entities. Additionally, in the era of digital and green transition, particular attention should also be paid to adapting working conditions, including within collective agreements.

Therefore, we present recommendations and starting points for negotiators and collective bargaining, which are intended to support employers and employee representatives, and their negotiators at all stages of collective bargaining - from preparation, through the negotiation process itself, to the implementation and monitoring of the agreed content.

4.1. Preparation for negotiation

1. Preparation of the background material for the negotiation:

- a. Macroeconomic indicators for Slovenia and other countries, adjusted to the substantive validity of the relevant collective agreement, if necessary
 - a. Before negotiations, it is crucial to review economic indicators (GDP growth, inflation, labour productivity, employment rate, growth forecasts, etc.), as these data show how much room for real change there is. The data must be up-to-date and adapted to the period of validity of the collective agreement. This allows proposals to be reasoned and realistic, and for negotiators to make credible arguments for change.
 - b. A comparison of the level of minimum basic wages, reimbursement of work-related expenses and other remuneration under the collective agreements of the activity
 - a. An analysis of existing collective agreements in different activities makes it possible to compare whether the proposed solutions are competitive and fair. Beginners should focus on basic differences (e.g. minimum basic wage, mileage), while experienced ones should focus on more detailed patterns, such as allowances for specific working conditions. Such a comparison gives negotiators a solid basis for argument and avoids blanket assessments.
- c. Evaluation of trade union bargaining proposals
 - a. Trade union proposals need to be examined in terms of their feasibility and cost impact. It is good to analyse which elements are key for trade unions (so-called "core demands") and where there is room for adjustment. Both experienced and beginner negotiators need to understand that each requirement is evaluated both financially and organizationally.
- d. An estimate of the cost of employer baseline, maximum, and alternative proposals
 - a. When preparing your own starting points, it is necessary to clearly define what the minimum, maximum and acceptable alternatives are. This is the basic principle of the preparation of the so-called BATNA (Best Alternative to a Negotiated Agreement). Cost calculations help to avoid unrealistic



promises and allow negotiators to be more confident in defending their positions.

- e. A draft negotiation strategy
 - a. The strategy must set out objectives, priorities, possible concessions and communication tactics. For beginners, this means a clear list of "what we want to achieve" and "what we should not exceed". For experienced negotiators, however, it is also a matter of preparing several possible scenarios for how they will respond to various union pressures.
- f. Draft text of the provisions of the employers' proposals
 - a. It is highly recommended to prepare in advance draft formulations that will be proposed by the employer side. This makes it easier to negotiate later on, as they can focus on the content instead of looking for the right words. Clearly written proposals reduce the possibility of misinterpretations and allow for faster progress.

2. Expert explanation of the source material to all employer structures

- a. (management boards, employers: legal and natural persons, negotiators; contractors: legal, human resources, financial services)
 - a. It is important that both boards of directors and individual employers and contractors (legal, human resources and finance departments) have the same understanding of the starting points. This ensures a coordinated appearance and prevents internal disagreements. For beginner negotiators, it is crucial to understand the basic concepts (what indicators mean, how they affect costs), and for experienced ones, it is important to have access to more detailed analyses.
 - b. Explanations should be tailored to the different profiles of participants: lawyers from the point of view of compliance with the law, financiers from the point of view of costs, and HR professionals from the point of view of influence on employees. It is important to use concrete examples and figures, as abstract arguments do not carry the same weight in negotiations.

4.2. Negotiation period

1. Professional support in negotiations

- a. The role of professional services of employers' organisations and employers
 - i. During negotiations, it is imperative that the legal, financial and HR departments are available to the negotiating team at all times. Their task is to check the facts, prepare calculations and provide immediate advice on new proposals. This allows negotiators to make decisions based on verified data and not just on impressions.
- b. Support in argumentation
 - i. Beginners should rely on clearly structured notes and data to help them respond to union proposals. Experienced negotiators, on the other hand, can use professional support as a "second line" to check the impact of different scenarios on costs and legal obligations on an ongoing basis. This reduces the risk of making wrong decisions under time pressure.
- c. Independence of negotiators
 - i. It is crucial that the professional service remains in a supportive role, rather than leading the negotiations. Negotiators must maintain autonomy as they

are responsible for strategic decisions, while experts contribute facts and explanations.

2. Formatting of the final text of the negotiated provisions (checking that the formatted text corresponds to the negotiated content)

- a. Fine-tune content verification
 - i. Once the parties have agreed on the content, it is necessary to write down a text that unambiguously reflects what has been agreed. Care must be taken to ensure that there is no discrepancy between the negotiated content and the record. This is a common pitfall: content-level consensus, but vague notation that later causes controversy.
- b. Legal and terminological consistency
 - i. The text must comply with applicable legislation and other collective agreements. Beginners need to understand that every word in the contract carries legal consequences, so there is no room for vague or blanket terms. Experienced negotiators should further ensure that the provisions are consistent with existing practice and allow for uniform interpretation.
- c. Joint verification
 - i. Before the text is approved, it must be reviewed jointly by both parties (employers and trade unions). The most effective way is for negotiators to read it sentence by sentence and check on the fly whether it corresponds to the agreement reached. This is standard practice in collective agreements, which reduces the possibility of misunderstandings and subsequent legal disputes.

4.3. After the negotiations have been concluded

1. Technical preparation for the signing of a collective agreement

- a. Exact wording
 - i. Before signing, it is necessary to check that the final text fully corresponds to the negotiated content. Particular attention should be paid to dates, annexes and transitional provisions. Beginners should understand that this step is crucial, since the signature confirms a legally valid document that can no longer be easily changed later.
- b. Organisation of the signature
 - i. Coordination between all signatories (employer and trade union) is required, as well as the determination of the date, place and signature procedure. This ensures transparency and formality of the event.

2. Publication of the collective agreement in the Official Gazette of the Republic of Slovenia

- a. Formal validity
 - i. A broad-level collective agreement (i.e. an activity collective agreement) enters into force in Slovenia only when it is published in the Official Gazette of the Republic of Slovenia. Without publication, it cannot be legally invoked. Therefore, the document must be submitted for publication on time and in an appropriate form; first, the collective agreement must be entered in the register of collective agreements at the MDDSZ, then it can be published in the Official Gazette. Corporate collective agreements do not need to be published in the Official Gazette of the Republic of Slovenia (the decision is

left to the agreement at the company level), the validity of the collective agreement exists even without publication.

- b. Caution when submitting
 - i. In the technical preparation for publication, attention should be paid to the correct formatting of the document, the numbering of the articles and any annexes. Errors in the submission may cause a delay in the enforcement of the contract.

3. Immediate familiarisation of employers – members with the text of the negotiated content

- a. Notification of membership
 - i. Members must be immediately informed of the content of the negotiated contract, as it affects their work and business. The fastest channels are email, the organisation's website, and regular newsletters.
- b. Personalize communication
 - i. It is important for beginners to understand the practical implications of the changes (e.g. new allowances, cost changes, etc.), and experienced employers expect more detailed explanations and expert commentary.

4. Preparation of a press conference to inform the public about the results of the negotiations

- a. Publicity
 - i. A transparent presentation of the results of negotiations strengthens the trust of employees, the general public and the media. The press conference should clearly outline what has been achieved, why the agreement is important and how it affects employees and employers.
- b. A consistent message
 - i. It is important that both sides (employers and trade unions) act in concert and that there are no different interpretations. Beginners should know that the messages are also intended to form public opinion, and experienced ones understand the importance of coordinated communication for long-term relations with trade unions.

5. Management of the entire procedure for obtaining the extended validity of a collective agreement (activities)

- a. Obtaining extended validity
 - i. If the collective agreement meets the conditions, it can be proposed to extend its validity, which means that it binds all employers in the activity, not just the signatory members. The procedure is conducted by the Ministry of Labour, so it is necessary to submit the relevant applications and supporting documents in a timely manner. The conditions are defined by the Collective Agreements Act.
- b. Legal and organisational significance
 - i. Extended validity strengthens uniform working conditions in the industry and reduces unfair competition between employers. Beginners should know that this is an official procedure with certain deadlines and documentation, and experienced individuals should take care of the full compliance of the contract with the law, as this affects the decision of the Ministry.

4.4. Implementation of the agreed (negotiated) content

Signing a collective agreement is just the beginning – its real value is shown in its implementation. If employers and employees do not understand the agreed provisions, or if there are different interpretations, this can lead to disputes, additional costs and deterioration of relations between the social partners. It is therefore essential to ensure that employers are constantly supported in interpreting and implementing the contract and that any problems are monitored on an ongoing basis.

- 1. Written commentary on the understanding and implementation of the concluded content**
 - a. Written comments help employers understand what each provision means in practice and how to apply it.
 - b. Beginners get clear instructions, and experienced ones get more detailed professional interpretations. This reduces the risk of misimplementation and conflicts.
- 2. Seminar on the implementation of the concluded content in practice, with the possibility of an individual interview**
 - a. The seminars organised allow for a common interpretation of the new provisions and the exchange of experience between employers.
 - b. Individual interviews are aimed at specific questions of companies where general explanations are not sufficient.
- 3. Explanations and instructions, both orally and in writing, on the enforcement of the collective agreement**
 - a. Oral and written explanations ensure that all employers have access to uniform interpretations.
 - b. It is important that these clarifications are timely and understandable, as they prevent erroneous practices in the implementation of the provisions.
- 4. Explanations and instructions in oral and written form on the burden of taxes and contributions to the employer**
 - a. Collective agreements often bring about changes that affect labour costs (e.g. higher wages, allowances, reimbursement).
 - b. Therefore, it is necessary to clearly explain tax and contributory obligations to employers to avoid errors in the calculation of salaries and contributions.
- 5. Report on the implementation of the negotiated content (problems faced by employers, different interpretations by trade unions...)**
 - a. Regular reports record the difficulties employers face in implementing, and the different interpretations given by unions.
 - b. Such reports make it possible to detect points of contention at an early stage and to prepare solutions before serious conflicts arise.
- 6. Proposal for the text of a correction, amendment or amendment of a provision in a collective agreement that causes difficulties in implementation**
 - a. If the provisions give rise to difficulties in implementation, a proposal for their amendment or amendment must be made.
 - b. This is part of the natural process of developing a collective agreement and indicates responsible behaviour on the part of the employer.
- 7. In the committees for the interpretation of collective agreements, we represent the employer's bargaining will expressed during negotiations**
 - a. In these commissions, the will of the employer expressed during the negotiations is defended.
 - b. This ensures that the text of the treaty is not interpreted in a way that goes beyond the agreement reached.



- 8. Assistance to an employer who is in dispute with trade unions over the content of a collective agreement**
 - a. If a dispute arises over the content of the collective agreement, the employer must be provided with professional support (legal interpretations, arguments, proposals for solutions).
 - b. This reduces the risk of lengthy and costly procedures and strengthens the voice of the employer.
- 9. Assistance to an employer who is in dispute with an employee due to rights and obligations set out in the labour law**
 - a. In addition to disputes with trade unions, individual disputes with employees may also arise.
 - b. In such cases, employers should be offered professional assistance in applying the collective agreement and the applicable labour law legislation in order to resolve disputes legally and effectively.

5. RULES FOR SUCCESSFUL NEGOTIATION

Although the negotiating party has a good command of the area in which it intends to negotiate, it is not yet said that it will achieve the desired goal. If it respects the basic behavioural and technical rules, it will be easier to reach a consensus, and collective bargaining will take place "at a higher level".

5.1. Rules of conduct

1. **Respect all interlocutors:** the party you are negotiating with, members of your own negotiating party and a professional team.
 - a. Negotiations are not just a technical process, but above all a confidence-building process. Respect for the opposing side, your own team and professional advisors creates a constructive atmosphere.
 - b. Beginners should be aware that all participants are equal, and experienced ones know that respect often opens the door to compromise.
2. **Do not be rude and do not give the impression that you are the most important.**
 - a. Arrogance reduces credibility and closes the space for cooperation. Negotiations are based on relationships, so politeness is a basic condition for success.
 - b. Experienced negotiators need to be careful that their self-confidence does not turn into loftiness, and beginners should be aware that humility is a strength, not a weakness.
3. **Be aware that there is no counterparty in the negotiations.** You negotiate with a negotiating partner – a trade union bargaining party that does not oppose you but works with you to find solutions. It is the same for you, and you absolutely need it, so do not underestimate it.
 - a. Negotiations are not a battle, but a joint search for solutions. The trade union side is not an enemy, but a partner without whom an agreement cannot be reached.
 - b. This rule prevents an "us versus them" mentality and encourages the search for mutual benefits.
4. **Your conversations should be clear, honest, without misunderstanding, scheming, nagging, exaggeration and agreeing "under the table".**
 - a. Hiding information, misleading or agreeing "under the table" quickly destroys trust. In the long run, honesty is always a more effective tactic.
 - b. Beginners should adhere to a simple rule: "say only what you are ready to write down in the agreement", and experienced ones know that clarity of communication prevents later disputes.
5. **Don't bother with a bunch of data just to make yourself look more important.**
 - a. A large amount of data can give the impression of importance, but in reality, it often blurs the point. Qualitative, well-chosen arguments are more important than the quantity of numbers.
 - b. Beginners should stick to basic indicators, and experienced ones should use data strategically – only where they really support positions.
6. **Don't try to confuse the party you're negotiating with or intentionally surprise them.**
 - a. The purpose of negotiations is not to deceive, but to reach an agreement. Deliberately causing confusion or unexpected manoeuvres creates resistance and weakens the relationship.
 - b. Surprises sometimes seem tactically useful, but in collective bargaining, they usually have the opposite effect – a loss of trust.
7. **Don't give the impression that you understand what you don't understand.** Asking for further explanation is an act of honour.
 - a. Asking for further clarification is not a sign of weakness, but of professionalism. It is better to admit ambiguity than to make the wrong decision.

- b. Beginners should be aware that they have the right to ask, and experienced ones should be aware that they also sometimes need additional explanation.
- 8. **Respect the agreed content.** If you find it inadequate, suggest a change, addition, or correction.
 - a. The agreement is valid until it is amended according to the procedure that is agreed upon. If a provision later turns out to be inadequate, it must be formally corrected – not unilaterally breached.
 - b. This rule ensures the stability of the collective agreement and strengthens trust between the partners.

Aren't these just rules of good manners? Negotiations are a great opportunity to show off your personal culture.

5.2. Technical rules

1. **Before you start negotiations, agree on the rules of procedure**
 - a. Before starting, it is essential to agree on the rules of procedure of the negotiations (e.g. the course of meetings, minutes, deadlines, voting rules). This creates clear expectations and prevents misunderstandings.
 - b. Beginners should know that without rules of procedure, negotiations quickly lose control, and experienced individuals should use them as a tool to master the process.
2. **Strictly adhere to the entrusted mandate and review it regularly.** Do not assert your own interests or those of your employer, but the interests of the members you represent.
 - a. Negotiators do not represent their own personal interests, but the interests of the members or the organisation that has mandated them. The mandate should be reviewed regularly to ensure that there is no deviation from the agreed positions.
 - b. This ensures the legitimacy of the negotiations and avoids internal contradictions.
3. **Negotiate at the negotiating table and not in the media or the public.** Never dismiss the media, but use it to inform the public.
 - a. Key debates belong in the negotiating room, not in public. The media is important for informing, but not for creating content.
 - b. This avoids creating pressure or misinterpretations. At the same time, open communication with the media strengthens transparency and public trust.
4. **Prepare for negotiations with quality material, real evidence.** Use official data when substantiating the facts.
 - a. Claims and proposals must be based on verified data (statistics, official publications, legislation). This strengthens the credibility of the negotiating side.
 - b. Beginners should use basic and reliable sources, and experienced ones should prepare the material strategically – so that it supports key objectives.
5. **Ensure that all members of your negotiating party have the same information.**
 - a. The negotiating team must work with one voice. If members have different information, discrepancies and internal cracks quickly occur.
 - b. Therefore, it is necessary to share materials and minutes on an ongoing basis, as well as ensure clear internal communication.
6. **If you don't accept the union proposal, explain why.**
 - a. If a trade union proposal is not acceptable, the reasons must be clearly and argumentatively explained. Naked rejection without explanation weakens trust and makes dialogue difficult.
 - b. Clarification, however, often opens up room for compromise solutions.
7. **Do not make partial agreements, because the negotiating party may surprise you at the last minute. Until everything is negotiated, nothing is negotiated.**



- a. Until the entire package is agreed upon, no point is final. Partial agreements can lead to the other party surprising you with new conditions at the last minute.
 - b. This rule ensures that the overall arrangement is balanced and sustainable.
- 8. Do not infer incomprehensible or unworkable content.**
- a. The provisions must be clear, concrete and workable. Vague texts give rise to different interpretations and implementation conflicts.
 - b. Negotiators should therefore always check whether the content could actually be put into practice.
- 9. Don't infer content that is supposed to apply to a bygone era.**
- a. As a rule, retroactive validity leads to financial and legal complications. Therefore, collective agreements should apply to the future, not to the past.
 - b. Exceptionally, retroactivity is only possible if it is clearly defined and feasible – but such cases are few.
- 10. Always conclude agreements in writing and check that the written content is understood by both negotiating parties in the same way.**
- a. All agreements must be written down and confirmed that they are equally understood by both parties. Verbal agreements do not have the same legal force and give rise to misunderstandings.
 - b. Writing ensures transparency and legal certainty.
- 11. Do not negotiate in a hurry and under pressure. If you've become agitated, take a break.**
- a. Rush and emotional pressure increase the risk of making bad decisions. If negotiators feel too much tension, the best solution is to take a break.
 - b. This allows for sober judgment and better decisions, as negotiations are a process, not a sprint.

6. CONCLUSION

The behavioural and technical rules of successful negotiation complement each other. Behavioural rules ensure that negotiations are conducted in a spirit of respect, sincerity and partnership, which is the foundation of trust and long-term cooperation. The technical rules allow the process to be transparent, professional and legally secure, thus avoiding misunderstandings and disputes in the implementation of what has been agreed.

For novice negotiators, these rules provide clear starting points on how to negotiate in a fair and efficient way. Experienced negotiators, however, find in them a reminder that success depends not only on the strength of the arguments, but also on the way the process is conducted and the attitude towards the partner.

By respecting both sets of rules, negotiations become not only a means to achieve their goals, but also an opportunity to strengthen social dialogue and trusting relations between employers and trade unions. Thus, by following the above behavioural and technical rules, trust will be established between the negotiating parties, which is the greatest added value of successful negotiations in the long run.