

V skladu z Zakonom o kolektivnih pogodbah, Kolektivno pogodbo za dejavnosti pridobivanja in predelave nekovinskih rudnin Slovenije in na podlagi člena 36 Podjetniške kolektivne pogodbe z dne 30. 8. 2018 sklepajo pogodbene stranke:

In compliance with the Collective Agreements Act, the Collective Agreement for Slovenia's Industry of Extraction and Processing of Non-metallic Minerals, and pursuant to Article 36 of Company Collective Agreement of 30th of August 2018 the contracting parties enter into:

kot predstavniki delodajalcev

STEKLARNA ROGAŠKA d.o.o.

STEKLARSKI HRAM d.o.o.

ter

as Employer representatives

STEKLARNA ROGAŠKA d.o.o.

STEKLARSKI HRAM d.o.o.

and

kot predstavnik delojemalcev

SINDIKAT PODJETJA STEKLARNA
ROGAŠKA SLATINA

as Employee representative

TRADE UNION OF ROGAŠKA SLATINA
GLASS FACTORY

**A N E K S št. 7
k podjetniški kolektivni
pogodbi**

**A N N E X Nr. 7
to the Company Collective
Agreement**

1. člen

Podjetniški kolektivni pogodbi se doda nov 10.a člen Podjetniške kolektivne pogodbe kot sledi:
»

10.a člen

Pripravljenost na delo

Pripravljenost na delo je čas, ko je delavec prisoten doma ali na drugem kraju po lastni izbiri in je v vsakem trenutku dosegljiv, sposoben fizično oditi v prostore delodajalca ali drug kraj po navodilih delodajalca in izvajati svojo delovno obveznost (intervencijo).

Čas pripravljenosti je opredeljen kot čas izven delovnega časa, ko mora delavec biti na voljo za opravljanje dejavnosti povezane z delom, in sicer za nujne primere izven delovnega časa. Čas pripravljenosti na delo se ne všteva v delovni čas.

Pripravljenost na delo je delovna obveznost za zaposlene na delovnih mestih, za katera je skladno z opisom delovnega mesta predvidena pripravljenost na delo. Za čas pripravljenosti na delo pripada delavcu nadomestilo, določeno v členu 22(4) te pogodbe. Delavci, za katere je skladno z opisom delovnega mesta predvidena pripravljenost na delo, imajo praviloma, če ni izrecno določeno drugače, neenakomerno razporejen delovni čas skladno z določbami pogodbe o zaposlitvi, vsakokrat veljavnega zakona o delovnih razmerjih in kolektivnih pogodb, ki zavezujejo delodajalca, z referenčnim obdobjem 12 mesecev, ki se praviloma šteje od začetka do konca koledarskega leta.

O uvedbi pripravljenosti na delo za posameznega delavca na opredeljenem delovnem mestu odloči neposredno nadrejeni z mesečnim razporedom dela, v katerem definira trajanje, razporeditev pripravljenosti na delo in pričakovani odzivni čas za intervencijo v mejah, določenih s to PKP.

Intervencija je opredeljena kot primer nujnega stanja, ki zahteva nujno obravnavo ali obravnavo pred začetkom naslednjega delovnega dne oziroma izven običajnega delovnega časa, zato da se zagotovi neprekinjeno poslovanje družbe. Na intervencijo so lahko vpoklicani samo delavci, katerim je odrejena pripravljenost na delo.

Delavec se mora v času pripravljenosti na delo odzvati na intervencijo fizično, tako da pride v

Article 1

The Company Collective Agreement is added a new Article 10.a. and provides as follows:
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Article 10.a

On-Call duty

On-Call duty is time when the employee is present at home or at another place of his/her choice and is available at all times and is able to physically go to the employer's premises or other location on instructions of the employer to carry out his/her work obligation (intervention).

On-Call is defined as time outside of working hours, when the employee must be available for work-related activities and emergencies outside of working hours. On-Call does not count towards working time.

On-Call duty is a work obligation of the employees on posts for which the job description provides for On-Call duty. Employees are entitled to compensation for the time that they are On-Call as set in Article 22(4) of this Agreement. Employees whose job description requires them to be on On-Call duty shall, as a general rule, unless expressly provided otherwise, have irregular working hours in accordance with the provisions of the employment contract, respective applicable law regulating employment relationships and the collective agreements binding on the employer, with a reference period of 12 months, normally counted from the beginning to the end of the calendar year.

The introduction of On-Call duty for an individual employee at a defined workplace shall be decided by the immediate superior by means of a monthly work schedule defining the duration, the distribution of the On-call duty and the expected response time for the intervention, within the limits laid down in this CCA.

Intervention is defined as a matter of an emergency requiring urgent attention or requiring attention before the start of the next working day or outside the regular working hours, in order to ensure the continuity of the Company's business. Only employees who have been assigned the On-Call duty may be called to intervene.

During the On-Call duty, the employee must respond to the intervention physically by coming

poslovne prostore delodajalca, ali drugam po navodilih delodajalca.

Čas intervencije se všteva v delovni čas. Za čas intervencije se delavcu izplača plača po dejansko opravljenih urah in intervencijska nagrada skladno s Tarifno prilogo te PKP.

Delavec, ki je v pripravljenosti na delo, mora biti v času pripravljenosti na delo dosegljiv po službenem telefonu.

O vpoklicu delavca na intervencijo odloči v delovnem procesu prisotni in odgovorni vodja s pooblastilom za vodenje na oddelku oziroma izmeni (primeroma izmenovodja, vodja oddelka, vodja sektorja, področni vodja ali delavec s pooblastilom za vodenje), v nadaljevanju naročnik intervencije.

Delavec mora biti sposoben v določenem času od poziva oziroma obvestila naročnika intervencije priti v poslovne prostore delodajalca, ali drugam po navodilih delodajalca, v najkrajšem možnem času po tem, ko je bil delavec obveščen o intervenciji. Delodajalec z razporedom, s katerim uvede pripravljenost na delo, bolj podrobno določi odzivni čas za posameznega delavca ali skupino delavcev ob upoštevanju oddaljenosti njihovega bivališča od sedeža delodajalca. V kolikor delavec v običajnem odzivnem času ne more priti na kraj intervencije, mora o teh razlogih nemudoma obvestiti naročnika intervencije.

Delavec mora naročnika intervencije obveščati o napredku pri reševanju intervencije in ključnih točkah odločanja.

Delavec mora delodajalcu, konkretno neposredno nadrejenemu, sporočiti vsako spremembo, ki bi lahko vplivala na organizacijo in pogoje za pripravljenost na delo ter vsako morebitno poškodbo, do katere pride pred, med ali po pripravljenosti na delo, ki bi lahko vplivala na opravljanje dela med pripravljenostjo na delo.

Za oddelke, kjer so intervencije pretežno pogoste in dlje trajajoče, se pripravljenost na delo lahko odredi posameznemu delavcu tako, da se že ob mesečni odreditvi pripravljenosti na delo vnaprej upoštevajo obvezni odmori in počitki delavca, tako da so ti zagotovljeni izven

to the employer's premises, or other location on instructions of the employer.

The time during an intervention counts towards the employee's working time. For the time of the Intervention, the employee is paid salary according to the hours actually performed and an intervention bonus in accordance with the Tariff Annex to this CCA.

During On-Call duty, the employee must be reachable by work phone.

The decision to call an employee to an intervention shall be taken by the manager present at the work process and responsible for the management of the department or shift (e.g., shift supervisor, department head, sector head, area manager or employee with management authority), hereinafter referred to as the "intervention ordering authority".

The employee must be able to arrive at the employer's premises within a specified period of time from the time of the call or notification by the employer, or elsewhere as directed by the employer as soon as possible after the employee has been notified of the intervention. The employer shall specify in more detail the response time for each employee or group of employees in the schedule establishing the On-Call duty, taking into account the distance of their residence from the employer's head office. If the employee is unable to arrive at the site of the intervention within the regular response time, the employee shall immediately inform the intervention ordering authority of the reasons for this.

The employee shall keep the intervention ordering authority informed of the progress of the Intervention and of the key decision points during an Intervention.

The employee must report to the employer, specifically to the immediate supervisor, any change that may affect the organisation and conditions of the On-Call duty and any injury that may occur before, during or after the On-Call duty that may affect the performance of the work during the On-Call duty.

For departments where interventions are predominantly frequent and of long duration, On-Call duty may be assigned to an individual employee by taking into account the employee's mandatory breaks and rest periods in advance, at the time of the monthly On-Call duty

predvidenega časa odrejene pripravljenosti. Za oddelke, kjer so intervencije pretežno manj pogoste in krajše, se pripravljenost na delo lahko odredi posameznemu delavcu tako, da se ob mesečni odreditvi pripravljenosti na delo vnaprej ne upoštevajo obvezni odmori in počitki, pri čemer se upoštevajo vse omejitve iz tega člena PKP.

Obseg in dinamika pripravljenosti na delo za posameznega delavca mora biti urejena tako, da posamezni delavec ni v pripravljenosti na delo več kot 14 dni na mesec. Delavec ne sme biti v pripravljenosti na zaporedne vikende, razen v primeru nepredvidenih bolniških odsotnosti, s tem da v tem primeru delavec ne sme biti v pripravljenosti več kot dva vikenda v mesecu (oziroma v primerih, ko je v mesecu 5 vikendov, tri). Delavec ne sme biti zaporedoma razporejen na pripravljenost na delo tako med delovnim tednom kot med vikendom brez vmesnega dnevnega in tedenskega počitka.

V primeru, da delavec z rednim delom in urami intervencije doseže maksimalno dovoljen dnevni ali tedenski delovni čas, predviden za neenakomerno razporeditev delovnega časa, se njegova pripravljenost na delo in intervencija zaključita, na delo pa se je dolžan vrniti šele po preteklu obveznega dnevnega oziroma tedenskega počitka, skladno s predvidenim razporedom. Delodajalec oziroma neposredno nadrejeni lahko odredi pripravljenost na delo oziroma intervencijo drugemu delavcu za preostanek časa pripravljenosti na delo oziroma za dokončanje intervencije z namenom nadomeščanja delavca, ki doseže maksimalno dovoljen delovni čas.

Izjemoma, skladno z določbami vsakokrat veljavnega zakona o delovnih razmerjih, je delavec dolžan opravljati delo preko polnega ali dogovorjenega krajšega delovnega časa v skladu s pogodbo o zaposlitvi ali druga dela v zvezi z odpravljanjem ali preprečevanjem posledic, v primerih naravne ali druge nesreče ali ko se ta nesreča neposredno pričakuje, in sicer dokler je nujno, da se rešijo človeška življenja, obvaruje zdravje ljudi ali prepreči materialna škoda.

V primeru, da delavec zaključi intervencijo ob taki uri, da med delovnima dnevoma nima zagotovljenega počitka v skladu z vsakokrat veljavnim zakonom o delovnih razmerjih, delodajalec, konkretno neposredno nadrejeni, razporedi oziroma prerazporedi delovni čas

assignment, so that these are provided outside the scheduled period of On-Call duty. For departments where interventions are predominantly less frequent and of shorter duration, On-Call duty may be ordered for an individual employee in such a way that the mandatory breaks and rest periods are not taken into account in advance at the time of the monthly On-Call duty order, subject to any limitations laid down in this Article of the CCA.

The extent and dynamics of On-Call duty for each employee must be such that the individual employee is not On-Call for more than 14 days per month. The employee may not be on On-Call duty on consecutive weekends, except in the case of unforeseen sick leave, in which case the employee may not be on On-Call duty for more than two weekends in a month (or, in cases where there are five weekends in a month, three weekends in a month). The employee may not be scheduled consecutively for On-Call duty both during the working week and at weekends.

In the event that an employee's regular work and intervention hours reach the maximum daily or weekly working time allowed for irregular working hours, his/her On-Call duty shall be terminated and he/she shall be obliged to return to work only after the end of his/her mandatory daily or weekly rest period in accordance with the planned work schedule. The employer or the immediate superior may assign another employee the On-Call duty for the remainder of the period of On-Call duty in order to replace an employee who has reached the maximum allowed working time.

Exceptionally, in accordance with the provisions of the respective applicable law regulating employment relationships, an employee is obliged to work beyond the full-time or agreed shorter working hours in accordance with the employment contract, or to carry out other work in connection with the remedying or prevention of the consequences, in cases of natural or other disasters, or where such disasters are imminent, as long as it is necessary to save human lives, protect human health or prevent damage to property.

In the event that an employee completes an intervention at such an hour that he/she does not have a rest period between the two working days in accordance with the respective applicable law regulating employment relationships, the employer, specifically the

delavca tako, da se delavec vrne na delo isti dan ali naslednji dan kasneje, tako da se zagotovi ustrezni dnevni oziroma tedenski počitek, pri čemer se pri razporeditvi upošteva povprečna delovna obveznost v obdobju, ki ni daljše od 12 mesecev.

Delavcu, ki opravi intervencijo, pripada povračilo stroškov za prevoz na delo in z dela za vsako pot na siceršnji kraj opravljanja dela zaradi intervencije. Prevoz drugam se šteje za službeno potovanje.

V izrednih primerih je lahko delavec, ki sicer ni bil razporen na pripravljenost na delo, poklican na intervencijo zaradi potreb delovnega procesa, ki jih ni bilo mogoče (vsaj 24 ur) vnaprej načrtovati. Odziv na klic je prostovoljen in če se delavec ne odzove na klic, zanj ni delovnopravnih posledic.

V takem primeru se smiselno uporabljo zgornje določbe glede plačila in povračil stroškov za opravljanje dela na intervenciji, omejitev obsega in dinamike tovrstnega opravljanja dela ter glede odmorov in počitkov. Neposredno nadrejeni lahko v takem primeru delavcu začasno prerazporedi delovni čas, tako da se po potrebi zagotovijo obvezni odmori in počitki skladno z vsakokrat veljavnim zakonom o delovnih razmerjih, pogodbo o zaposlitvi in veljavnimi kolektivnimi pogodbami. V kolikor se delavec ne more odzvati na klic po prejšnjem odstavku, zanj ni delovnopravnih posledic.

immediate superior, shall allocate or rearrange the employee's working time so that the employee returns to work on the same day or the following day at a later time, so as to ensure an adequate daily or weekly rest period, taking into account the average work commitment over a period of not more than 12 months.

An employee who carries out an intervention shall be entitled to reimbursement of commuting expenses for each commute to and from usual place of work for the intervention. Transportation elsewhere shall be considered as business travel.

In exceptional cases, where the needs of the work process make it necessary and it has not been possible to plan in advance (at least 24 hours), an employee who has not otherwise been assigned the On-Call duty may be called to intervene. Responding to the call is voluntary and if the employee is unable to respond to a call, there are no labour law consequences.

In such a case, the above provisions concerning the payment and reimbursement of expenses for the performance of intervention work, the limitations on the volume and dynamics of such work, and breaks and rest periods shall apply mutatis mutandis. In such a case, the immediate superior may temporarily reassign the working time of the employee so that, where necessary, compulsory breaks and rest periods are provided in accordance with the respective applicable law regulating employment relationships, the employment contract and the collective agreements in force. If the Employee is unable to respond to a call under the previous paragraph, there are no employment consequences.

2. člen

Ta dogovor stopi v veljavo naslednji dan po objavi na oglasni deski Družbe.

Article 2

This agreement shall enter into force on the day following the publication on the Company's notice board.

SINDIKAT PODJETJA STEKLARNA ROGAŠKA SLATINA

Predsednik Sindikata podjetja Steklarna Rogaška / President of the Trade Union of the
Rogaška Slatina Glass Factory: Stjepan Križnik


24. 1. 2023

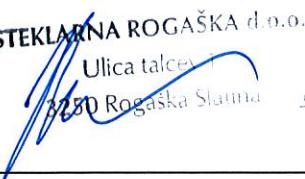


V/ In Rogaška Slatina, dne/date

STEKLARNA ROGAŠKA d.o.o.

Direktor/director:

V/ In Rogaška Slatina, dne/date


STEKLARNA ROGAŠKA d.o.o.

Ulica talcev 1
3230 Rogaška Slatina

STEKLARSKI HRAM d.o.o.

Direktor/director:

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