
	<b>GUIDE ON EMPLOYMENT ASPECTS AND CONDITIONS IN ACTIVITIES CONTRACTED BY ECOPETROL</b>		
	<b>Supply Procedures Supply Management</b>		
	<b>CODE GAB-G-013</b>	<b>Prepared 01/17/2020</b>	<b>Version: 11</b>

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**ANNEX 1. Table of Operational Wages of the Collective Agreement Regime for Activities Contracted by ECOPETROL S.A.**

**ANNEX No. 2. Table of Operational Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A.**

**ANNEX No. 3. Policy of Collective Agreement Regime Conditions**

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## 1. OBJECTIVE

Guide the Planners, Authorized Officials, Administrators, Contract Auditors and the Bidders and Contractors of ECOPETROL S.A. (hereinafter ECOPETROL), on the main aspects and working conditions that must be taken into account when planning, assigning, closing and balancing of a contract that requires the contractor to hire personnel by means of a work contract, with dedication to the contract with ECOPETROL.

## 2. DEVELOPMENT

### 2.1. HUMAN RIGHTS – LABOR STANDARDS


ECOPETROL S.A. is a company committed to the respect and promotion of Human Rights. Its management in this regard relies on the Political Constitution, the applicable national regulations, as well as by the United Nations Guiding Principles on Business and Human Rights, the Ten Principles of the Global Compact, and the Voluntary Principles on Security and Human Rights.

ECOPETROL bases its management on the due diligence tenet, with special focus on the following rights:

- The right to life, integrity and personal freedom.
- The freedom to be part of unions and collective bargaining.
- The elimination of forced and mandatory works.
- The abolition of any time of children work.
- The elimination of discrimination relative to labor and occupation
- Dignified, favorable and adequate working conditions.
- The rights of ethnic groups.
- Collective and environmental rights.

Under the principle of acting with respect for Human Rights and contributing to the building of a more stable, equitable and inclusive global market, that fosters more prosperous societies and contributes to the fulfillment of the Sustainable Development Goal of decent work and economic growth, ECOPETROL adhered to the Global Compact, which among its Ten Principles includes the following four labor standards, which are to be taken into account:

- **Principle 3:** Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- **Principle 4:** Companies must support the elimination of all forms of forced and compulsory labor.
- **Principle 5:** Companies must support the abolition of child labor.

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- **Principle 6:** Companies must support the elimination of discrimination in respect of employment and occupation.

**In this context, Ecopetrol encourages labor inclusion of people who have difficulties to access the labor market.**

## **2.2. SCOPE**

This document contains labor aspects and conditions that must be observed by all those involved in the supply chain of goods and services of ECOPETROL through the various stages of said process, for purposes of establishing contract costs, structuring the economic offer, verifying fulfillment of contracts' performance, as well as their closing and settlement. Notwithstanding the foregoing, in furtherance of the contract, the contractor must fulfill all labor obligations derived from any updates of this guide issued by ECOPETROL.


The provisions of this document do not apply when **the Company has specific exceptions**, acts as a contractor, as representative agent, or in collaboration, association or participation contracts, unless otherwise agreed by the parties to these legal businesses.

In any event, it is the contractor's obligation to consult all sources of law to determine the precise obligations to be complied with regarding its employees. The foregoing implies that any new regulation or amendment to the constitutional and legal regulations on labor and social security matters in force will be understood as incorporated herein.

The CONTRACTOR must fill out the form "Monthly Certification of Compliance with Labor Obligations of Contractors GAB-F-213" or its substituting document, reporting fulfillment of its labor obligations with workers and, the Form "Certification of Compliance with Profiles GAB-F-214 " or its substituting document. For purposes of the exclusive labor report, the "ECOPETROL GAB-F-221 Contractors and Subcontractors Labor Report Form" or its substituting document must be used. Said document is to be filled out and sent to the Administrator of the respective contract or uploaded in the tool determined by ECOPETROL.

In the event that the Contractor's workers, including those of subcontractors, are exclusively or partially dedicated to performance of the contract, require access, for performing their duties, to the ECOPETROL technology enabler and are disabled before the time set in the format or registration to enable user accounts, the contractor must immediately report such novelty to the Digital Vice Presidency through the mailbox GDDIDesvinculaciones@ECOPETROL.com.co or its substitute, copying the respective contract Administrator , so that the Technology area proceeds with the disabling of the accounts of the contractor's personnel in the information systems of ECOPETROL. Failure to report properly or not do so on time implies breach of the Contract.

When any breach by the contractor is verified with regard to the provisions contained hereunder, the Administrator shall implement the sanctioning instruments provided for in the contract and affect the performance evaluation accordingly.

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**Relevant Concepts:**

**Minutes of Agreement:** It refers to a document that generates an impact on the planning and budget of the contract; in this regard, the planners and department and domain heads must inquire about its applicability (Minutes of August 22, 2014 and September 28, 2018, among other).

**Industry Non-Inherent Activities:** All those activities that are not listed in Decrees 284 of 1957 and 3164 of 2003 or in the norms that regulate, modify, repeal or replace them.

**Industry Inherent or Core Activities:** These are the activities that are strictly considered to be inherent to an oil operation, which are expressly defined in Decrees 284 of 1957 and 3164 of 2003 or in the regulations that regulate, modify, repeal or replace them.

**Exclusive Dedication:** It occurs when the Contractor workers engaged by an employment contract, for performance of the contract with ECOPETROL, use all of their working time to perform the duties for which they were hired.

**Guide on Contract Management General Guideline (GAB-G-001):** Mandatory document throughout the various stages of the contract.


**Contract Planning:** Stage in which the comprehensiveness of the necessary aspects for the structuring of the future contract must be taken into account (wage and benefits regime, own or equalized industry activity, sub activities that are or are not of the essence - scope - of the characteristic activity of the contract, applicable legislation - minutes of agreement -, among other aspects that can have an impact on the contract).

**Job Profile:** It is the set of requirements, conditions and minimum competences that a person must have for performing activities inherent in a specific role; it includes specific functions and may demand or not certain level of expertise of the incumbent.

**Personnel engaged in Operating activities:** Worker who performs tasks or activities under a collective agreement or legal wage and benefit regime contract, and whose position is placed at the levels of the Table of Operating Wages of the Collective Agreement Regime (Annex No. 1) or the Table of Operating Wages of the Legal Regime for Activities contracted by ECOPETROL S.A. (Annex No.2), respectively. Usually they perform simple, repetitive activities; often they can involve exercise / activity of a physical, mechanical, strength, etc. nature, carried out by people who do not necessarily have a degree of education and who almost always demand a high level of subordination.

**Personnel engaged in Non-Operating activities:** Worker that performs work in a unionized or legal wage and benefit regime contract, who holds a position higher than the levels and categories of the Table of Operational Wages of the Collective Agreement Regime or of the Table of Operational Wages of the Legal Regime for Activities contracted by ECOPETROL S.A. It is also referred to as Technical and Administrative Career Personnel. In general, these workers combine intellectual and physical activities with a certain complexity and degree of autonomy.

**Supplier:** Natural or legal person who, while performing a contract entered into with ECOPETROL, provides complementary activities or supplies for the Contractor, which are not part of the core or inherent activity, nor are they of the essence and scope of said contract.

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**Wage and Social Benefits Regime:** Set of rules and conditions according to which the salary and social benefits to which a contractor worker is entitled must be governed when the requirements of section 2.3 set out herein are met.

**Subcontractor:** Natural or legal person that in furtherance of a contract entered into by ECOPETROL, performs activities or provides supplies that are part of the object and scope of the latter in favor of the Contractor, by virtue of a subcontract previously authorized and approved by ECOPETROL.

### 2.3 CONTRACT WAGE AND BENEFITS REGIME

Should the execution of the contract require the hiring of exclusively dedicated personnel, the type of salary and social benefits must be defined while in the planning stage.

Personnel who are engaged by the contractor for causes of or in relation with the contract entered into with ECOPETROL and have exclusive dedication thereto, regardless of the duration of their employment contract, the salary and benefits regime of the main contract will be applied thereto.


As of 1 January 2019, if Ecopetrol does not require exclusive dedication for performance of the contract but, by mere liberality or provision of the contractor this (dedication) occurs, the workers hired exclusively are subject to the operating wage tables of the legal or unionized salary regime as appropriate, or the minimum wages for Non-Operating personnel in accordance with the salary and benefits regime of the contract, as well as the labor regulations contained hereunder. The costs derived from this decision will be the exclusive responsibility of the contractor.

The labor regime, be it unionized or legal, to be recognized for personnel employed in the performance of a contract, is not determined by the specific activities of the latter, nor by the place where it is performed, but it is determined by the predominant characteristic activity in the contractual purpose.

With regard to subcontracting, when it has been duly authorized by the Contract Administrator and registered with ECOPETROL, the subcontractor must comply with the labor regulations contained hereunder in accordance with the same salary and benefits regime that has been agreed in the main contract entered into between the contractor and ECOPETROL.

As regards supply, ECOPETROL's labor regulations contained herein are not applicable to the suppliers' work force.

In any event, it is necessary that, from the planning phase of the contract, the activities are determined from a technical point of view, with absolute clarity and accuracy, the activities that are considered to be of the essence of the object and scope of the contract, in order to establish whether they should be executed directly by the contractor or by an authorized subcontractor, in such manner that the same salary and benefit conditions established in the regime apply to which the corresponding contract was qualified. The aforementioned technical identification is of the exclusive competence of the Planners. It should be understood as sub-activities related and inherent in the scope of the contract, as they are part of the characteristic activity that configures the object of the contract.

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The activities inherent in the oil industry, as well as those that upon agreement are remunerated under the union wage and benefits regime, in any event, shall be considered as the essence of the contractual purpose and scope.

Decreets 284 of 1957 and 3164 of 2003 established an express obligation for individuals or legal entities engaged in the fields of oil exploration, exploitation, transportation or refining, applying to the workers of their contractors the same wages and benefits to which its own employees are entitled to, in accordance with the provisions of laws, pacts, collective agreements and arbitration decisions. For such purpose, said decrees define the inherent, core activities of the oil industry.

Through Acts of Agreement, ECOPETROL and the Workers Union, USO, dated 22 August 2014 and 28 September 2018, the parties listed the activities that will be recognized wages and benefits agreed in the collective labor agreement of ECOPETROL S.A, to contractor workers hired with an employment contract and who have exclusivity regarding the contract entered into with ECOPETROL.

It is the obligation of the contractors, to perform the contract with ECOPETROL, to hire personnel directly through an employment contract, unless ECOPETROL has expressly authorized another type of link and it has been so informed in the Selection Method. During performance of the contract, the Authorized Official of ECOPETROL may accept, on a motivated basis, the contractor to change this type of engagement.

With the express authorization of Ecopetrol, the Temporary Services Companies can only provide services in the manner and cases permitted by law, as long as they comply with the requirements set forth therein.


ECOPETROL does not have "outsourced workers"; in the hiring of personnel it does not use Associated Work Cooperatives, nor any other mechanism that implies hiring modalities that ignore or breach constitutional, legal and extralegal rights, of an individual nature or collective of a union association, negotiation and strike.

Contractor and subcontractor workers must perform the specific activities for which they were hired. Similarly, the individual labor contract of each worker must be consistent with the assigned job and the activity in progress.

The following table summarizes the wages and benefits of Contractor workers as of December 31, 2020.

<b>Contract's labor regime</b>	<b>Personnel</b>	<b>Minimum Basic Wage</b>	<b>Benefits</b>
<b>Collective Agreement</b>	Operational	Table of Operational Wages of the Collective Agreement Regime for Activities hired by ECOPETROL S.A. (Annex No. 1)	Collective Agreement
	Not Operational	<b>Applicable, as minimum, to level E11 of the Table of Operating Wages of the Collective Agreement Regime (Annex 1). The social</b>	Legal



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Contract's labor regime	Personnel	Minimum Basic Wage	Benefits
		<b>benefits will continue to be those set out in the Substantive Labor Code.</b>	
	Operational (Cleaning, Meals, Personnel Transport, and Surveillance)	Table of Operational Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A. (Annex No. 2)	
<b>Legal</b>	Operational	Tabla de Salarios Operativos del Régimen Legal para Actividades Contratadas por ECOPETROL S.A. (Anexo No. 2)	
	Not Operational	<b>Applicable as minimum the maximum level of the Operational Wages of the Legal Regime (Annex 2).</b> Social benefits will continue to be those set out in the Substantive Labor Code.	

Relevant Considerations:

In unionized labor regime contracts, cleaning and cafeteria, surveillance, personnel transport and food related personnel are remunerated as per the wages listed in the Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL SA related in Annex No 2 hereunder. The foregoing must be expressly included in the Contract entered into by ECOPETROL.


The application of the collective agreement and legal salary table (Annex No. 1 and 2) is given as long as the personnel are linked by means of an employment contract and have exclusive dedication to the contract entered into with ECOPETROL.

The salaries of the operating personnel of the legal regime of the contracts to which the Table of Operational Salaries of the Legal Regime for Activities Contracted by ECOPETROL SA (Annex No. 2) is applicable, must be adjusted in accordance with the values established in Annex No. hereunder.

As of 1 January 2019, the salary of Non-Operational workers hired for exclusive dedication to contracts with a unionized salary regime will correspond at least to level E11 of the conventional ranking (88.9% of the band of level 12 in Ecopetrol's Map of Operating Roles). Social benefits will continue to be those set in the Substantive Labor Code.

As of 1 January 2019, the salary of Non-Operational workers hired exclusively for contracts with a legal salary regime will correspond at least to the maximum level of the Table of Operational Salaries of the Legal Regime (level 5) Annex 2. Social benefits will continue to be those set in the Substantive Labor Code.




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The previous guidelines for Non-Operational personnel hired for exclusive dedication to contracts with both, unionized and legal regime, shall apply for contracts that are concluded after 1 January 2019, and for those in force whose performance term extends after 30 June 2019, in which case it shall also apply from 1 January 2019. Planners and Contract Administrators must ensure compliance with the foregoing.

The update of the Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL for the year 2020, does NOT apply to current contracts whose wages are regulated by the "Table of Technical and Administrative Career" and / or the "Table of Salary Levels for Activities Non-inherent to the Oil Industry", currently repealed. In these events, once the current contracts have expired, new Contractor Selection Methods will be processed based on the Table of Operating Wages of the Legal Regime. Neither does it apply to wages regulated in the Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL for the Rubiales Field.

Hypothesis	Application
<b>Contract being performed that applies the Technical and Administrative Career Table.</b>	No increase is regulated by ECOPETROL since the table is repealed. The employer is the one who defines whether or not to increase the wages of its workers according to its administrative autonomy. In any event, ECOPETROL will not contractually recognize the contractor salary increase for this group of workers.
<b>Contract in being performed that applies the minimum wages for non-operational workers.</b>	In the collective agreement regime, at least level E11 of the Table of Operating Wages of the Collective Agreement Regime applies (Annex 1).  In the legal regime, the minimum level of the Table of Operating Wages of the Legal Regime level 5 applies (Annex 2).
<b>Contract being performed that applies the Table of Salary Levels for Non-Proprietary Contracted Activities of the Petroleum Industry.</b>	No increase is regulated by ECOPETROL since the table is repealed. The employer is the one who defines whether or not to increase the wages of its workers according to its administrative autonomy. In any event, ECOPETROL will not contractually recognize the contractor salary increase for this group of workers.
<b>Contract being performed that apply the Reference Market Wages of the Legal Regime.</b>	No increase is regulated by ECOPETROL since the table is repealed. The employer is the one who defines whether or not to increase the wages of its workers according to its administrative autonomy. In any event, ECOPETROL will not contractually recognize the contractor salary increase for this group of workers.

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<b>Contract being performed that applies the Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A. for the Rubiales Field.</b>	The minimum established in the Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A. for Campo Rubiales apply.
<b>Contract being performed that applies the Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A.</b>	The updated salaries of the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. apply. (Annex No. 2), as of 1 January 2020.

The Table of Operating Wages of the Collective Agreement Regime for Activities Contracted by ECOPETROL S.A. is adjusted in accordance with the provisions of the current Collective Labor Agreement.

The values contained in the tables of salary levels applicable to the activities contracted by ECOPETROL (legal and collective agreement) must be paid in cash and in no case may these be subjected to salary exclusion agreements; they constitute minimums to be recognized; however, the contractor in its autonomy may set the wages of its workers according to the market.

### 2.3.1 METHODOLOGY FOR THE SALARY AND PERFORMANCE QUALIFICATION OF A CONTRACT.

To define the regime applicable to a contract, the following steps must be followed:


Consult the Table of Activities to be Contracted and its Labor Regime (GAB-T-002), or an equivalent document, which establishes the common activities that are contracted in ECOPETROL indicating in each case the applicable salary and benefits regime, and verify the classification given to the contractual object. Once the contractual object is located in the aforementioned document, it must be applied in the Selection Method (it does not require ratification by the functional authority).

In the event that the object is not found in the Table of Activities to be Contracted and its Labor Regime (GAB-T-002) or the equivalent document, or if there is any doubt regarding its application, the labor regime concept must be requested from the Functional Authority (Department of Excellence - Supply Management) or its equivalent, and for this purpose, the query should be sent to [actualidad.laboral@ECOPETROL.com.co](mailto:actualidad.laboral@ECOPETROL.com.co), attaching the corresponding technical support provided by the area requesting qualification of the contract.

**Multiple Objects:** If the contractual object includes several main activities or characteristics that, if contracted individually and independently, would have a different labor regime each, and there are two alternatives:

1. The Planner must direct efforts to the processing of two Selection Methods in order to contract the activities separately: one with a collective agreement regime, and the other one with a legal regime.

Should the Contract Planner consider the first alternative to be economically or operationally unviable, in which case this must be reasoned and endorsed by the Requesting Official, the

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specific objects are to be delimited within the general object, so that each one is assigned a different labor regime, according to the activities corresponding to one or another specific object.

The conditions for the application of alternative 2 (contract with a plurality of specific objects) are the following:


- a.** That the contract has two or more specific objects that are perfectly disaggregated and differentiable from each other, which may have been processed through different Selection Methods.

That in furtherance of the contract, the specific objects are executed with due autonomy and with exclusive staff dedicated to each contractual object. Persons hired with employment contract to perform activities included in the object under a legal salary and benefits regime may not carry out work in activities that are part of the object under a collective agreement salary and benefits regime and vice versa.

### **2.3.2 METHODOLOGY FOR EQUALIZING POSITIONS IN WAGE TABLES**

To facilitate the location of operating positions in the collective agreement and legal salary tables, the positions are equalized and/or located, which are compiled in Annexes No. 1 and 2 hereunder. For such purposes, it is required to:

- a.** Clearly identify from the planning stage of the contract the charges and profiles required for performance of the contract.
- b.** Search in Annex No.1 or No.2 (Applying the provisions of Table of Number 2.3 Salary and Benefit Regime of the Contract), the required positions, the respective salary assigned, which must be included in the technical specifications or labor annex. When consulting the above-mentioned annexes, it is essential to take into account the labor regime applicable to the contract.
- c.** In the event that the position considered is not found in the tables, its approval must necessarily be requested from the Contractual Labor Assurance Coordination or the equivalent agency, as it is the competent functional authority; it is therefore necessary to supply the following information to [actual.laboral@ECOPETROL.com.co](mailto:actual.laboral@ECOPETROL.com.co):
  - 1.** Contract number
  - 2.** Contract object
  - 3.** Contract wage and benefits regime
  - 4.** Position to be equalized
  - 5.** Position specific functions
  - 6.** Profile demanded for the position according to the technical specifications. (Attach technical specifications in the pertinent sections))
  - 7.** Market study (at least three offers in four headhunters)

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## 2.4 WAGE AND BENEFITS LEGAL REGIME CONTRACTS

This chapter includes aspects to be taken into account in contracts whose labor regime is legal, which exist in a working relationship between the contractor and its workers for performance of a contract entered into with ECOPETROL.


### 2.4.1 SALARIES, SOCIAL BENEFITS AND LABOR RIGHTS

In the planning processes of contracts in which the legal salary and benefits regime applies, the salaries for operating personnel listed in Annex No. 2 must be taken into account, which are the values that the contractor must recognize as a minimum to the workers hired with an employment contract and exclusive dedication to the contract with ECOPETROL and it is the maximum value that ECOPETROL recognizes to the contractor company for labor cost.

Contractors, in furtherance of their technical and administrative autonomy, can agree with their workers on salary and non-salary payments, provided they comply with the provisions of the labor regulations in force on the subject. These payments, whether bonuses, awards or benefits, among others, are recognized exclusively at the discretion of the respective contractor in its capacity as employer, that being the reason for ECOPETROL's not recognizing the contractor any amount on such accounts.


As regards regulatory aspects, the following must be considered, among other provisions:

<b>CONCEPT</b>	<b>REGULATIONS</b>
Legal norms	Substantive Labor Code.
Work hours	Article 158 and subsequent of the Substantive Labor Code; Article 22, Law 50 of 1990.
Day work modality	That described in numeral 2.5.5.4.2 herein is applicable.
Day work supplementary time	Numeral 2 of Article 168 of the Substantive Labor Code, subrogated by Law 50/90 Article 24.
Night work surcharge	Numeral 1 of Article 168 of the Substantive Labor Code, subrogated by Law 50/90 Article 24 and Article 160 the Substantive Labor Code, amended by Law 1846/17 Article 1.
Night work supplementary time	Numeral 3 of Article 168 of the Substantive Labor Code, subrogated by Law 50/90 Article 24.
Paid Sunday rest	Article 172 of the Substantive Labor Code, subrogated by Law 50/90 Article 25.
Work in mandatory rest	That described in numeral 2.5.5.6 herein is applicable.
Recreation, cultural, supports or training activities	Article 21 of Law 50 of 1990.
Vacation	Articles 186 and subsequent of the Substantive Labor Code.
Service Bonus	Article 306 of the Substantive Labor Code.
Severance Pay	Article 104 - 249 of the Substantive Labor Code – Article 99 of Law 50 of 1990 – Law 52 of 1975 – Decree 116 of 1976.
Severance Pay Interest	Article 1 of Law 52 of 1975.

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CONCEPT	REGULATIONS
Family Subsidy	Articles 1 and subsequent, Law 21 of 1982; Regulatory Decree 341 of 1988; Regulatory Decree 784 of 1989; Article 3 and subsequent, Law 789 de 2002; Regulatory Decree 721 of 2013.
Health Social Security	Articles 152 and subsequent, Law 100 of 1993; Regulatory Decree 806 of 1998; Regulatory Decree 1703 of 2002; Article 17 Law 986 de 2005; Law 1122 of 2007; Law 1607 of 2012;
Pensions Social Security	Articles 10 and subsequent, Law 100 of 1993; Regulatory Decree 692 of 1994; Article 7, Law 797 de 2003; Regulatory Decree 4982 de 2007; Law 1328 de 2009; Law 1580 of 2012.
Work-related Risk Social Security	Articles 208 y 254 Law 100 of 1993; Extraordinary Decree 1295 of 1994; Law 776 de 2002; Regulatory Decree 2800 de 2003; Regulatory Decree 2566 de 2009; Articles 1 and subsequent Law 1562 of 2012;
Parafiscal Contributions	Law 89 of 1988; Article 7 Law 21 of 1982; Article 17 Law 344 of 1996; Article 114-1 of Law 1819 de 2016, Article 8 of Decree 862 of 2013.
Withholding at Source	Law 75 of 1986 y Law 1819 of 2016
Union Quota	Article 400 Substantive Labor Code, subrogated by Decree Law 2351 of 1965 in its Article 23. Articles 1 and subsequent Regulatory Decree 2264 of 2013.
Work Coexistence Committee	Resolution 652 de 2012 Ministry of Labor; Resolution 1356 of 2012 of the Ministry of Labor. Law 1010 de 2006.
Expatriates	Article 18 Law 10 of 1961; Decree 834 of 2013; Resolution 1112 of 2013; Resolution 6045 de 2017.
Maternity Benefit	Article 239 del Substantive Labor Code, amended by Article 2 of Law 1468 of 2011; Article 240 of Substantive Labor Code; Articles 236, 239 and 241 of the Substantive Labor Code amended by Article 8 of Decree 13 of 1967. Law 1822 of 2017
Union Benefit	Articles 405 and subsequent of the Substantive Labor Code.
Circumstantial Benefit	Decree 2351 of 1965 and Decree 1373 of 1966.
Health Benefit	Article 26 of Law 361 of 1997, amended by Article 137 of Decree 19 de 2012
Employment Public Service and Labor Contracting	Law 1636 of 2013, Decree 2852 of 2013, Decree 1668 of 2016.
Family Day	Law 1857 of 2017

**Note:** In addition to the previous references, all those regulations that modify, add to or complement them must be taken into account, especially those related to the obligations of the employer contractor at the termination of the employment contract.

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## 2.4.2 OTHER ASPECTS

### 2.4.2.1 Transport Subsidy

In all contracts with a legal salary and benefits regime, the contractor's operating personnel hired with an employment contract and with exclusive dedication to the ECOPETROL contract, must be paid a transport subsidy equivalent to **ONE HUNDRED AND TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR PESOS L/T (\$ 102,854)** monthly or provide transportation from meeting points to the work site and vice versa, at the contractor's option.

If the contractor opts for providing transportation, the location of the meeting points should be reasonable to provide the workers with the means to get to their work sites.

When the contractor provides transportation to its workers, the subsidy payment does not apply. Neither will the payment of the subsidy proceed in the event of enjoying vacation, paid leave, disabilities and payment of travel expenses.

In any event, the value paid for transport subsidy will not be taken into account as part of the base contribution income (IBC) for purposes of contributions to the Integral Social Security and Parafiscal System.

The established amount will be paid both to workers who earn up to two (2) times the SMLMV, and to workers who earn more than twice (2) the SMLMV.

This value of **ONE HUNDRED AND TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR PESOS MCTE (\$ 102,854)** Monthly corresponds to the period from January 1, 2020 to December 31, 2020.

Neither the provision of transport nor the payment of transport aid has a salary incidence; however, if the worker earns less than two (2) times the SMLMV, the assistance provided here must be considered incorporated into the salary for all purposes of liquidation of social benefits. Therefore, there is no place for double payment of the Transport Subsidy, that is, to the one provided as Legal Transport Assistance and the one determined herein.


#### 2.4.2.2. Meals

In all contracts with a legal wage and benefits system, the contractor's operating personnel engaged by means of an employment contract and with exclusive dedication to the ECOPETROL contract, must be paid a meals aid, in cash equivalent to the sum of **TWELVE THOUSAND NINE HUNDRED SEVENTY PESOS L/T (\$ 12,970)** per working day or be supplied meals at the place where the contract is performance.

Neither the supply nor the payment of the meals aid will have an incidence on salary.

ECOPETROL recognizes the contractor, per worker, as meals aid, the payment in money or supply in cash or in kind, a value that is included in the unit price, offer, AIU or multiplying factor of the contract.



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In case of supply in kind, it is the responsibility of all the parties involved in the contract to ensure adequate compliance with the quality and quantity conditions of the food, as well as those in the area where the food is consumed.

The sum of **TWELVE THOUSAND NINE HUNDRED SEVENTY PESOS L/T (\$12,970)**, corresponds to the period from 1 January 2020 and 31 December 2020.

## **2.5. COLLECTIVE AGREEMENT WAGE AND BENEFITS REGIME**

By means of the Agreement Act - Application of the Collective Agreement Wage and Benefit Regime in Contracted Activities, signed between ECOPETROL S.A. and the trade union of the Oil Industry - USO, dated August 22, 2014, it was agreed:


- 1. Specify the scope of application of wages and benefits established in the collective bargain agreement, by virtue of Decree 284 of 1957, Decree 3164 of 2003 and other regulatory norms, are the responsibility of the contractor, in the contracts qualified by ECOPETROL SA with a collective wage and benefits regime that the Company enters into for the execution of works, projects and services where there is a labor force dedicated to the performance of the contracts.*
- 2. Specify the aspects that by their nature do not correspond to salary or benefits, but that due to technical and operational considerations, it has been defined that the independent contractor should apply in contracts qualified with the collective agreement wage and benefits regime.*
- 3. The scope of this agreement is for collective agreement operational personnel of the contracts qualified by ECOPETROL S.A. with the collective agreement wage and benefits regime that the Company enters into for the execution of works, projects and services; understanding as collective agreement operating personnel the workers whose position is placed in the levels and categories of the current ECOPETROL - USO agreement scale or its equivalent.*
- 4. ECOPETROL will include this agreement in the terms of reference of the contractor selection method.*

The wages and benefits mentioned in numeral 1 of said agreement are listed below, whereby, in accordance with the provisions of Decrees 284 of 1957 and 3164 of 2003, independent contractors must recognize to the workers who during the performance of the contract entered into with ECOPETROL, have been contracted with exclusive dedication, who will be subject to the following chapter, in addition to the pertinent legal norms, including the corresponding adjustments due to the entry into force of the 2018-2022 Collective Bargaining Agreement.

### **2.5.1 SALARIES**

The contracting companies must pay the personnel referred to in this chapter and who are linked by means of an employment contract that are generated on the occasion of the execution of the qualified contracts with a conventional salary and benefits regime, as a minimum, the salaries foreseen in the Salary Table. Operations of the Collective Agreement Regime in Activities Contracted by ECOPETROL SA (Annex No. 1). This table will be adjusted in accordance with the provisions for salary increase in articles 120 and 121 of the Collective Bargaining Agreement. For the settlement and payment of wages, the calculations will be based on calendar days.



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Regulatory regulation contained in articles 120 and 121 of the 2018-2022 Collective Labor Agreement.

### 2.5.2 NIGHT WORK SURCHARGE

The collective agreement night work surcharge will be remunerated with forty percent (40%) above the value of the work in ordinary day work hours.

Regulatory regulation set out in article 112 of the 2018-2022 Collective Labor Agreement.

### 2.5.3 COLLECTIVE AGREEMENT BENEFITS

#### 2.5.3.1 Vacation Bonus

Workers are entitled to a vacation bonus equal to thirty (30) days of ordinary or basic salary for due vacation, regardless of the time in which they were caused.

Likewise, those who at the termination of their employment contract are entitled to the payment of vacation proportional to the time served, must be paid proportionally for periods of less than one (1) year. This bonus does affect salary. Regulatory norm set out in article 95 of the Collective Bargaining Agreement 2018-2022.

#### 2.5.3.2 Living Quarters Bonus

As of 1 January 2020, and until 31 December 2020, the monthly sum of **TWO HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED FIFTY-NINE PESOS L/T (\$ 297,459)**. This value will be adjusted in accordance with that provided for the increase in the living quarters bonus set out in article 69 of the 2018-2022 Collective Bargaining Agreement.

It must be paid for due monthly installments and proportionally to the time served in the respective month. Discounts should not be made to workers who are on paid leave, mandatory, compensatory, disability or vacation period.

The provision of camps does not exempt the contractor for payment of this bonus. This bonus does affect salary.


Regulatory norm set out in article 69 of the 2018-2022 Collective Bargaining Agreement.

#### 2.5.3.3 Collective Agreement Bonus

It consists of twenty-four (24) days of basic or ordinary salary on thirty (30) May, and twenty-four (24) days of basic or ordinary salary on thirty (30) November every year.

This premium must be calculated proportionally to the time served in the respective semester. This bonus does affect salary.

Regulatory regulation is found in article 94 of the 2018-2022 Collective Bargaining Agreement.

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#### 2.5.3.4 Seniority Bonus

It consists in one (1) business day of rest for each year of service and may be recognized in cash or on time, at the option of the worker. Those workers with two (2) or more years of service, continuous or discontinuous for the execution of the same contract, with the same contractor will be entitled to this bonus. It will be granted at the same time with the annual leave earned.

When the worker chooses the option of having the seniority premium recognized in cash, they will be granted one (1) calendar day to enjoy in time for each year of seniority of the worker performing under the same contract, with the same contractor, without exceeding (6) days in any event. These days in time must be taken only once, not being possible to fraction them wither together with vacation or on a different date, within the term of one (1) year, as of the date of meeting seniority, which upon expiry will imply losing those days in time. In no case can this time be compensated in cash, which means they should always be enjoyed as time.

This premium has a salary incidence and there will be no right to its recognition for fractions of a year.

Regulatory norm set out in article 100 of the 2018-2022 Collective Bargaining Agreement.

#### 2.5.3.5 Five-Year Plan


The contractor will recognize a cash bonus to the worker, with salary incidence, according to the following plan, provided that the work is with the same contractor and for performance of the same contract with ECOPETROL:

<b>Years of seniority, be it continuous or discontinuous</b>	<b>Days of basic salary being earned at the time of completing said seniority</b>
<b>5</b>	<b>5</b>
<b>10</b>	<b>10</b>
<b>15</b>	<b>15</b>
<b>20</b>	<b>20</b>
<b>25</b>	<b>25</b>
<b>30</b>	<b>30</b>
<b>35</b>	<b>35</b>
<b>40</b>	<b>40</b>
<b>45</b>	<b>45</b>

Regulatory norm set out in article 100 of the 2018-2022 Collective Bargaining Agreement.

#### 2.5.3.6 Location Bonus (*Prima de monte*)

The workers of Cristalinas, Río de Oro, Batería Mansoyá, Caño Sur, Estación de Bellavista, Copey, Santa Rosa, Guamuez, Rubiales, Tumaco, Caño Limón, Toledo, Ayacucho, Porvenir, Vasconia, Retiro, Miraflores, Páramo, Alisales, Orú, Samoré, Banadía, y Herveo, will receive a daily location bonus for **FIVE THOUSAND EIGHT HUNDRED NINETY FOUR PESOS (\$5,894)** per day, which will apply as of 1 January 2020.

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As of 2019 and for the years following the 2018-2022 Collective Bargaining Agreement, on 1 January each year, this sum will be increased according to the general CPI, accumulated in the last twelve (12) months until 31, by the rate set out for the immediately preceding year.

When they are mobilized from another field or station and spend the night in those locations, they will receive the daily location premium for each day worked. This bonus will not have an incidence on salary.

Regulatory norm set out in article 100 of the 2018-2022 Collective Bargaining Agreement.

#### 2.5.4 **COLLECTIVE AGREEMENT REGIME CONDITIONS POLICY**

The provisions set out in Annex 3 to this Guide shall apply.

#### 2.5.5 **OTHER ASPECTS**

##### **2.5.5.1 Contribution of the General Social Security System in Health - Collective Agreement Regime.**

For workers subject to the Table of Operating Wages of the Collective Agreement Regime in Activities Contracted by ECOPETROL SA, the percentage of legal contribution to the worker corresponds to assume only point thirty-three percent (0.33%) destined for the Solidarity Fund and Health Guarantee, and the remaining is the responsibility of the contractor.

##### **2.5.5.2 Meals**

Meals allowance


for workers who are subject to the Table of Operating Wages of the Collective Agreement Regime in Activities Contracted by ECOPETROL S.A.

The contractor must supply all workers with meals at the place of performance of the contract. In this case, the meals subsidy payment described below, which reference value is that established in the Collective Bargaining Agreement does not apply. This must be informed to the offerors during the Selection Method so that said cost is incorporated when they structure their economic offer.

In contracts with a collective agreement regime, food in kind for workers is a priority; however, the contracting company, according to the characteristics of contract performance, may agree with its workers to pay the meals subsidy in cash, which is daily, instead of the supply in kind. This subsidy does not have an incidence on salary in any of the two (2) cases. The supply in kind and in cash are exclusive from each other.

Likewise, in the event that the Contract Planner or the Administrator considers that the supply of meals is not economically or operationally feasible, upon justification, the recognition in cash will be authorized by the competent official of ECOPETROL S.A.

The following is the table to be applied in case of recognizing meals in cash:

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<b>Meals allowanve</b>	<b>From 01/01/2020 to 12/31/2020</b>
<b>All areas except for Sabana de Torres</b> (Daily Subsidy)	\$15,676
<b>Sabana de Torres</b> Workers who live in Sabana de Torres and San Martin per day effectively worked.	\$25,911

In the event of the daily food allowance there is no place to discount during Sunday, holidays or compensatory breaks. This daily allowance is not recognized during vacation periods, paid and unpaid leave, disability, or in cases where the worker is paid per diem, due to the fact that one of its components is meals.

On the other hand, workers from contractor companies of the Cartagena Refinery and the Néstor Pineda Maritime Terminal (TNP) must be recognized a daily food allowance of **FIFTEEN THOUSAND SIX HUNDRED SEVENTY-SIX PESOS L/T (\$ 15,676)**. This allowance will have no salary incidence and must be recognized in addition to the supply in kind. In addition to the aforementioned allowance, for workers on duty at dawn, in the event that food is not provided in kind, it will be compensated in cash with the sum of **FIFTEEN THOUSAND SIX HUNDRED SEVENTY-SIX PESOS MCTE (\$ 15,676)** per day.

### **2.5.5.3 Transport**

From 1 January 2020 and until 31 December 2020, for the workers covered in this chapter and who are subject to the Table of Operational Wages of the Collective Agreement Regime in Activities Contracted by ECOPETROL S.A. (Annex No. 1), they must be paid a transport bonus (transport subsidy) of **ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED TWENTY-NINE PESOS MCTE (\$ 107,729)** monthly. This value will be adjusted in accordance with the provisions for increase in the transport subsidy as set out in article 62 of the 2018-2022 Collective Bargaining Agreement.


When the contractor provides transportation to its workers in kind, this payment will not be applicable, that is, in no case will there be room for double recognition thereof.

The transportation subsidy and supply, pursuant to that set out in Chapter VIII of the 2018-2022 Collective Bargaining Agreement, will not have any incidence on salary.

### **2.5.5.4 Work hours and supplementary time**

#### **2.5.5.4.1 Recognition of Supplementary Work Hours in 48-hour Shifts per Week and Travel Bonus**

For personnel on duty who work forty-eight (48) hours per week, a salary benefit must be recognized, consisting in the recognition of three (3) hours of day or night overtime, Sunday or holidays, depending on the work shift, for which 0.5 hours a day per day worked are reported, in accordance with the surcharges ordered by law and in the collective agreement text.

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NOTE. According to letter d) of Article 64 of the collective agreement text: "d) Drilling, mechanical, and well-cleaning workers who work shifts at sites outside of El Centro, Casabe, and Tibú areas, but within the zone, will be entitled to a travel bonus equivalent to fifty (50 ) minutes overtime, day or night, as the case may be, per shifts worked, provided that they work eight (8) hours at the work site. Meals will be taken within these eight (8) hours.

"g) Workers of La Cira dehydration plant, La Cira injection plants 5 and 2, the water treatment plant of Field 23, and the Llanito compression plant will receive a bonus for each trip equivalent to fifty (50) minutes of overtime, as the case may be".

#### **2.5.5.4.2 Modality of working hours**

Contractors, according to the technical, operational and geographical needs of each area and the nature of the contracted work, within the scope of their autonomy and respecting the regulations on the legal maximum working hours per day, must determine whether the working day is continuous or divided in two sections and define the work schedules.

The criteria that are considered for the establishment of continuous working hours in relation to the activities contracted in ECOPETROL S.A., which are not tasks carried out in shifts, are:


- a.** The duties are performed at the operating facilities, and,
- b.** Workers have their meals in places arranged by the employer, in any of the following situations:
  - Food is provided in casinos and/or cafeterias within operating facilities.
  - Food is supplied at the work site, as arranged by the employer, or
  - Food is supplied at restaurants, chosen or contracted by the employer.

It is also considered a continuous day, when the following two (2) conditions are met: the contracted activity is carried out at operating facilities and the worker remains at the workplace during the rest time for the consumption of food as per employer instructions , even when the worker receives the cash food allowance because the provision in kind is not viable for logistic or operational reasons, a circumstance that must be defined in the technical specifications of the contract or authorized by the administrator.

In the case of a continuous work day, the time taken to eat must be recognized in the daily work hours and it is up to the worker to be available to meet any emergency requirements of his employer, as this period is part of his working hours; the worker must have a reasonable time allowed to meet his needs for food.

For the activities contracted by ECOPETROL that are not performed on shifts, a work day is considered divided in two sections on the day when any of the criteria given for the continuous work day are not met and, therefore, the contractor must define the schedule indicating the interruption, in which time there is no provision of the service and consequently it is not recognized within the working hours.

In the operating areas, in the event that the work day is divided into two sections, the contractor must provide the transportation service for the worker's return trip in the interruption to the same meeting points defined for the entry and departure of the day.

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ECOPETROL consider as operating facilities the refineries, production fields and hydrocarbon transport stations, as well as work groups on the rights of way of the pipelines and polyducts.

In the administrative venues in all cases it is understood that there is a work day divided into two sections, with the effects described for this type of day However, it must be clear that in this case there is no obligation on the part of the contractor to provide the transport service in the interruption.

The following are administrative premises of ECOPETROL: Bogotá - Offices; ICP; Bucaramanga - Personnel Assistance Center; Barrancabermeja - Personnel Assistance Center; Cartagena - Local Assistance Center; Neiva - Local Assistance Center; Villavicencio - Local Assistance Center; Yopal - Local Assistance Center; Cúcuta - Local Assistance Center; Cali - Offices; Medellín - Personnel Assistance Center; Pereira - Offices; Barranquilla.

#### **2.5.5.5 Work during mandatory rest**

As of 1 January 2014, work on days of mandatory rest (Sunday and/or holiday) is remunerated with 1.75 on the ordinary wage proportionately to the hours worked. The value corresponding to 1.75 is equivalent to the surcharge of 0.75 set out in article 179 of the Substantive Labor Code, amended by article 26 of Law 789 of 2002, plus the ordinary payment of hours effectively worked on these days This value is in addition to the basic salary of the day that is included within the monthly basic remuneration..

If another remunerated rest day coincides with Sunday, the worker will only be entitled, if he works, to the surcharge stipulated in the previous paragraph.


The worker may agree with the employer to take his mandatory rest day on Saturday or Sunday, which will be recognized in all its aspects as the official mandatory Sunday rest day.

The expression of Sunday contained in the labor regime in this sense should be interpreted exclusively for purposes of mandatory rest.

Sunday work is understood to be occasional when the worker works up to two (2) Sundays during the month Sunday work is understood to be habitual when the worker works three (3) or more Sundays during the calendar month.

The worker who works exceptionally on Sunday is entitled to a paid compensatory rest or to payment in cash, at his choice, these two options being mutually exclusive. The worker who usually works on Sunday is entitled to remunerated compensatory rest equivalent to the time worked, without prejudice to the remuneration in cash described in the preceding paragraphs.

In accordance with article 185 of the Substantive Labor Code, it is necessary to report any work on Sunday. In the case of habitual or permanent work on Sundays, the employer must post in a public place of the facilities, at least twelve (12) hours in advance, the list of workers who for reasons of service cannot rest on Sunday. This list will also include the day and hours of compensatory rest.

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**Notes:**

1. In addition to the above references, all the regulations that modify, add to or complement them must be taken into account, especially including those related to the obligations of the employer contractor at the termination of the employment contract.
2. Its normative regulation is set out in article 179 of the Substantive Labor Code, amended by article 26 of Law 789 of 2002 and subsequent.

**2.5.5.6 Union Quota**

ECOPETROL S.A. will ensure that the contractor company discounts the union fee that, according to the law and the statutes of each union organization, its workers must have as members of said union and the corresponding delivery of said resources to the respective union.

**2.6 TRAVEL EXPENSES**

The Selection Methods carried out as of July 13, 2015 are no longer structured with the Travel Expenses Guide for Contractors ECP-DRL-G-007, since said document was repealed as of that date.

The Contractor shall recognize the per diem of the workers who must move outside their work base for fulfill the object of the contract signed with ECOPETROL, in accordance with the legal provisions contained in Article 130 of the Substantive Labor Code - subrogated by article 17 of Law 50 of 1990.

**3. CONTINGENCIES**

Not applicable

**LSIT OF VERSIONS**

Previous Document			
Version	Date	Previous Code and Title	Changes
6	30/01/2015	ECP-DRL-G-001 Guide on Labor Aspects in Activities Contracted by ECOPETROL	Document update: <ul style="list-style-type: none"> <li>- The glossary concepts are updated. Numeral (3.1.) is updated inasmuch as ECOPETROL is a founding member of Colombia’s network against child labor.</li> <li>- Numerals (3.3), (3.3.1.) and (3.3.2.) are updated. Numerals (3.4.1), (3.4.2.), (3.4.7.) and (3.4.10.) are amended.</li> <li>- Numeral (3.4.11) is added on Meals as per the legal regime.</li> <li>- Numeral (3.5.1.) is amended on the valid term of the collective agreement regime, in furtherance of the</li> </ul>





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			<p>Application of the Collective Agreement Regime in Contracted Activities.</p> <ul style="list-style-type: none"> <li>- Numeral (3.5.2) is amended regarding salaries, now developing and the Closing and Settlement of collective agreement regime contracts from the labor standpoint.</li> <li>- Numerales (3.5.3); (3.5.3.1); (3.5.3.2); (3.5.3.3); (3.5.3.4); (3.5.3.5); (3.5.3.6); (3.5.3.7); (3.5.3.8); (3.5.4); (3.5.5); (3.5.6); (3.5.6.1); (3.5.6.2); (3.5.6.3); (3.5.6.4); (3.5.6.5); (3.5.6.5.1); (3.5.6.5.2); (3.5.7); (3.5.7.1); (3.5.7.1); (3.5.7.2); (3.5.7.3); (3.5.7.4); (3.5.7.5); (3.5.7.6); (3.5.8); (3.5.8.1); (3.5.8.2); (3.5.8.3); (3.5.8.4); (3.5.8.5); (3.5.9) are deleted. The content of these numerals is placed in the ECOPETROL - USO Agreement Act of 22 August 2014.</li> <li>- Numeral (3.9.) is amended on labor conditions. The new version develops the topic of Employment and Labor Contracting Public Service.</li> <li>- Numeral (3.10) is amended concerning related documents and now develops the Labor Conditions topic. It is made clear that the personnel transport conditions, which is to be provided form the meeting points to the work site and viceversa. Numeral (3.11) lists the related documents that had been developed in numeral (3.10).</li> </ul>
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**New Document**

<b>Version</b>	<b>Date</b>	<b>Changes</b>
1	07/07/2015	<ul style="list-style-type: none"> <li>- Concepts are updated in the glossary.</li> <li>- The whole description of the Colombian legislation norms is deleted and they are now summarized with reference to the norm.</li> <li>- The transport and meals subsidy in the legal regime are updated.</li> <li>- The numerals corresponding to the Closing and Settlement of contracts of legal and collective agreement regime from a labor point of view are deleted.</li> <li>- The agreement on labor aspects that apply to contracts with the conventional regime is transcribed.</li> <li>- The "Guide on Clauses of the Policy on the Conditions of the Collective Agreement Policy" ECP-DRL-G-002 is repealed, with some adjustments and its text is incorporated herein.</li> <li>- The "Catalog of Positions" ECP-DRL-T-002 and its text is incorporated herein. Values are updated in accordance with that set forth in the collective bargaining agreement, CCTV of ECOPETROL – USO for the second valid year of the Collective Bargaining Agreement.</li> </ul>



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ACTIVITIES CONTRACTED BY ECOPETROL**


**Supply Procedures  
Supply Management**

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		<ul style="list-style-type: none"> <li>- The following documents are repealed: "Table of Salary Levels for Activities Contracted that Are Not Inherent to the Oil Industry" ECP-DRL-T-003; "Table of Salary Levels for the Technical and Administrative Career" ECP-DRL-T-004, the "Table of Application Criteria of Table of Salary Levels for the Technical and Administrative Career" ECP-DRL-T-005 and "Guide of Travel Expenses for Contractors" ECP-DRL-G-007.</li> <li>- The obligation of labor report is included as well as the Report of Labor of Contractors and Subcontractors ECOPETROL GAB-F-221.</li> </ul>
2	12/15/2015	<ul style="list-style-type: none"> <li>- Numeral 3.1. Human Rights – Labor Standards is updated.</li> <li>- Salaries are modified for operational workers of the legal regime and the readjustments for said salaries are detailed.</li> <li>- The demand for salaries of tables for supplier workers is deleted.</li> <li>- The obligation is established that the contractor companies should adopt the regulations on Employment Public Service.</li> <li>- Annex 2 is created on Legal Regime Salaries for Operational workers.</li> <li>- The chapter on related documents and the list of annexes is deleted, as these are incorporated into the body of the document.</li> </ul>
3	01/12/2016	<ul style="list-style-type: none"> <li>- Item 4 of Numeral 3.3. is included in from of the salary increases for the year 2016 for legal regime workers.</li> <li>- The valid terms of values of meals and transport are changed for the Legal Regime (Numerals 3.4.2.1. and 3.4.2.2.)</li> <li>- Annex No. 1 is incorporated to the role of over 30-Ton Crane Load Rigger.</li> <li>- Annex No. 2 updates the values of increases stipulated in Numeral 3.3. of this Guide and equalized roles to this date are included in said table.</li> </ul>
4	07/11/2016	<ul style="list-style-type: none"> <li>- Numeral 2, Glossary, is updated.</li> <li>- The wording of numerals 3.1 and 3.2 is adjusted.</li> <li>- Numeral 3.4.1. lists in the norms chart those corresponding to the Employment and Labor Contracting Pubic Service.</li> <li>- Numeral 3.5. adjusts the value of line items corresponding to the period 1 July 2016 to 30 June 2017, for contracts with the collective agreement wage and benefit regime.</li> <li>- Numeral 3.7. Employment Public Service and Labor Contracting is deleted.</li> <li>- Annex No. 1 is amended, updating the value of daily basic wages.</li> <li>- Numeral 3.5.4 on Group Insurance of the Collective Agreement Regime Conditions is amended, and Annex 3 on this matter is included.</li> </ul>
5	02/20/2017	<ul style="list-style-type: none"> <li>- Numeral 3.3., notes 3 and 4 related to the Table of Operational Salaries of the Legal Regime and applicable salary adjustments for the year 2017 is amended.</li> <li>- Numeral 3.4.1. related to applicable legal norms is amended.</li> <li>- Numeral 3.4.2.1 on Transport Subsidy is updated.</li> <li>- Numeral 3.4.2.2 on Meals is updated.</li> <li>- Annex No. 2 Table of Operational Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. is updated.</li> </ul>

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6	07/12/2017	<ul style="list-style-type: none"> <li>- The concept of subcontracting is included in the glossary</li> <li>- Numeral 3.5.3.2. Living Quarters Bonus is updated</li> <li>- Numeral 3.5.3.6. Location Bonus is updated</li> <li>- Numeral 3.5.5.2. Meals is updated</li> <li>- Numeral 3.5.5.3. Transport is updated</li> <li>- The value of salaries is updated in Annex No. 1. Table of Operational Salaries of the Collective Agreement Regime for Activities Contracted by ECOPETROL S.A.</li> <li>- Positions are updated in Annexes No. 1. Table of Operational Salaries of the Collective Agreement Regime for Activities Contracted by ECOPETROL S.A. and No. 2 Table of Operational Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A.</li> </ul>
7	01/31/2018	<ul style="list-style-type: none"> <li>- The glossary is eliminated</li> <li>- Relevant concepts are included in numeral 2.2 Scope</li> <li>- Numeral 2.3., notes 3 y 4 are updated in relation with the Table of Operational Salaries of the Legal Regime and its applicable salary adjustments for the year 2018</li> <li>- Numeral 2.4.1 on night work surcharge, Withholding at Source and Expatriates is updated.</li> <li>- The Family Day is included. Law 1857/17 numeral 2.4.1 salaries, social benefits and labor rights.</li> <li>- Numeral 2.4.2.1 on Transport Subsidy is updated</li> <li>- Numeral 2.4.2.2 on Meals is updated</li> <li>- Annex No. 2 Table of Operational Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. is updated, and equalized roles to this date are included in said table.</li> </ul>
8	22/10/2018	<ul style="list-style-type: none"> <li>- Concepts on agreement, execution and planning of contracts are inserted, in accordance with the budget impact and contract performance.</li> <li>- Number 2.3 Contract's Salary and Benefit Regime, includes paragraph for the identification of activities inherent in the object and scope of the contract.</li> <li>- Inclusion of a rule for calculating the minimum wage for non-operative workers under the collective agreement regime.</li> <li>- Numeral 2.4.1 Wages, Social Benefits and Labor Rights, including Decree 1273 of 2018, withholding and transfer of contributions from independent workers</li> <li>- Numeral 2.5.3.2. is updated. Living Quarters Bonus.</li> <li>- Numeral 2.5.3.6 is updated. Location Bonus.</li> <li>- Numeral 2.5.5.2. is updated. Meals.</li> <li>- Numeral 2.5.5.3 is updated. Transport.</li> <li>- The value of wages in Annex No. 1 is updated. Table of Operating Wages of the Collective Agreement Regime for Activities Contracted by ECOPETROL S.A.</li> <li>- The wording of numeral 2.5.5.6 Union Quota is adjusted.</li> </ul>
9	21/01/2019	<ul style="list-style-type: none"> <li>- Annex No. 3 is excluded. Policy on Conditions of the Collective Agreement Regime,</li> <li>- Numeral 2.4.2.1 Transport Subsidy is updated</li> <li>- Numeral 2.4.2.2. Meals is updated</li> </ul>


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		<ul style="list-style-type: none"> <li>- Numeral 2.5.3.2. is updated. Living Quarters Bonus.</li> <li>- Numeral 2.5.3.6 is updated. Location Bonus.</li> <li>- N 2.5.5.2. is updated. Meals.</li> <li>- Numeral 2.5.5.3. is updated. Transport.</li> <li>- The value of wages in Annex No. 1 is updated. Table of Operating Salaries of the Collective Agreement Regime for Activities Contracted by ECOPETROL SA and charges approved to date are included in said table.</li> <li>- The value of wages in Annex No. 2 is updated. Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A. and roles approved to date are equalized in said table.</li> </ul>
10	14/01/2020	<ul style="list-style-type: none"> <li>- Numeral 2.1 Human Rights - Labor Standards is updated.</li> <li>- Numeral 2.4.2.1 Transport Subsidy is updated</li> <li>- Numeral 2.4.2.2 is updated. Meals.</li> <li>- Numeral 2.5.3.2. is updated. Living Quarters Bonus.</li> <li>- Numeral 2.5.3.6 is updated. Location Bonus.</li> <li>- N 2.5.5.2. is updated. Meals.</li> <li>- Numeral 2.5.5.3. is updated. Transport.</li> <li>- The value of wages in Annex No. 1 is updated. Table of Operating Salaries of the Collective Agreement Regime for Activities Contracted by ECOPETROL SA and charges approved to date are included in said table.</li> <li>- The value of wages in Annex No. 2 is updated. Table of Operating Wages of the Legal Regime for Activities Contracted by ECOPETROL S.A. and roles approved to date are equalized in said table.</li> <li>- Annex 3 is included. Policy on Agreement Regime in the body of the document.</li> </ul>
11	17/01/2020	<ul style="list-style-type: none"> <li>- The role of driver/operator of crane truck is deleted in Annex 1 and Annex 2.</li> </ul>


**For further information on this document, refer to the issuer, on behalf of the responsible division:**

**Author:** Jaime Humberto Ramírez Castro  
**Telephone:** 2344000 Extension: 50371  
**Email:** [jaime.ramirez@ecopetrol.com.co](mailto:jaime.ramirez@ecopetrol.com.co)  
**Division:** Supply Excellence Department. Supply Management.

<b>Reviewed on line by:</b>	<b>Approved on line by:</b>
<p><b>JUAN DAVID VELÁSQUEZ P.</b>  Citizen ID No. CC 79.915.569  Coordinator of Contractual Labor Assurance  (ai)</p>	<p><b>CAROLINA BAGES MESA</b>  Citizen ID No. CC. 52.697.400  Head of the Supply Excellence Department</p>

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**Annex No. 1. Table able of Operating Wages of the Collective Agreement Regime for Activities Contracted by ECOPETROL S.A.**

NIVEL A		NIVEL B		NIVEL C		NIVEL D			NIVEL E	
1	2	3	4	5	6	7	8	9	10	11
\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
Plant Operator in Training (Without Experience)	Plant Operator in Training (With 1-year experience)	Sample taker	Oil Man		Plant Operator			Combustion Technician		
		Trunk Lines Venting Assistant	PML Analyst (Mud Upgrading Plant)	PML Operator (Mud Upgrading Plant)	Facilities Maintenance Technician					
		Patio Hand in well workovers	Polymer Preparation Assistant	Roughneck	Subsurface Tools Maintenance	Well Testing Operator	Derrickman			Well workover Machinist
		Well Testing Assistant		Drilling Assistant (Fast Moving Equipment)	Well Fireman		Drilling Assistant (Fast Moving Equipment)			
				Flush By Assistant						Flush By Operator
					Polymer Injection Operation and Monitoring Technician			Hydrocarbon and Water Analyst		
							Tank Pump Operator			
	Driller - Seismic	Materials or Warehouse Assistant	Casablanca Foreman	Casablanca Supervisor-Seismic						



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NIVEL A		NIVEL B		NIVEL C		NIVEL D			NIVEL E	
1	2	3	4	5	6	7	8	9	10	11
\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
	Shooter Assistant	Office Clerk	Rig Foreman - Seismic	Rig Supervisor - Seismic		Stimulation and/or Fracturing Operator				
		Minutes Record Assistant	Shooter	Topography Path Foreman						
		Lands Assistant	Well charger	Datain						
	Chainsaw operator	Compression Operator - Seismic	Line Inspector	Line Mechanic - Seismic						
Cable Repairman Assistant	Repairman Assistant >1 year experience	Transport Foreman - Seismic	Cable Repairmen - Seismic	Explosives Coordinator						
		Mochilero	Radio Operator							
	Camp Assistant	Camp Assistant - Seismic	Camp Leader							
		Navigator - Seismic	Prism Holder							
			Mechanics Technical Assistant	Grinder	Mechanical Technician	Lineman		Mechanic 1		Electricity Technician Assistant 1 <sup>a</sup>
			Electricity Technical Assistant		Electrical Technician			Electrician 1		Electrician 1 <sup>a</sup>





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1	2	3	4	5	6	7	8	9	10	11
\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
			Instrumentation Technician Assistant		Instrumentation Technician			Instrumentation Operator 1		Instrumentation Operator 1 <sup>a</sup>
			Technical Assistant Subsurface Pumps Shop					Conveyor Mechanic		
								Conveyor Instruments Operator		
			Surface Facilities Operator	Technician for Taking Well Parameters Operation of Production Facilities						
			Technical Assistant of Dinagrams and Fluid Levels	Technician for Recording Levels and Dinagrams						
								Field Mechanic		
			Boiler Technical Assistant			Mechanical Rigger		Boiler Operator 1		Boiler Operator 1 <sup>a</sup>
			Piping Technical Assistant			Scaffold Operator		Pipe Handler 1		Pipe Handler 1 <sup>a</sup>
			Welding Technical Assistant					Conveyor Metallist		



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\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
			Beveller					Conveyor Welder		
								Welder I		Welder 1 <sup>a</sup>
								Casing Welder		Argon welder
								Firefighting System Operator		
		Operator Sailor	Boat Head / Motorist Costal	Cook Sailor (Major Vessels)	Machinist (Major Vessels)					Diving Supervisor
		Sailor			Second Diver			Industrial Diver		Boatswain
		Cook Sailor (Major Vessels)			Engine Room Mechanic					Vessel Leader
		Helmsman Sailor			Mechanic (Major Vessels)					Propulsion Mechanic (Major Vessels)
		Waiter Sailor								
			Masonry Technical Assistant	Mason	Civil Works Official	Civil Works Master				
			Civil Works Helper	Plumber						
			Painting Helper	Painter	Sandblasting Painter					
	Hopper Operator		Carpenter		Grain Metal Peener	Bender				
			Materials Assistant II	Warehouse administrator		Materials Assistant I		Aligner. Pipe Handler T		
Road Helper or Signalman	Light Vehicle Driver	Logistics Assistant	Chainman	Thermal Insulator		Refractarist		Launcher Refractarist		



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1	2	3	4	5	6	7	8	9	10	11
\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
Traffic Controller / Signalman	Operator of ditch compactor, Jack hammer, <i>chapola</i>	Unloading Operator	QA/QC Assistant	Tractor Operator	Driver of more than 3-Ton Vehicle	Flat Bed Trick Operator	Man Lift Bobcat Operator	Up to 30-Ton Crane Operator	Up to 70-Ton Crane Operator	Over 70-Ton Crane Operator
	Equipment Operator (power plant, motor pump, hydro washing electric pump)	Rescuer / Lifesaver - Ambulance Driver		Infirmity Assistant	Dump truck and truck driver		Wheeled Backhoe Operator	Caterpillar Backhoe Operator	Motor Grader Operator	
Operation Support Official	Operation Support Official (> 1 year experience)	Pneumatic Pump Operator			Operator of up to 5-Ton Vibro-Compactor	More than 5-Ton Vibro-Compactor Operator	Forklift Operator			
Boatman Assistant	Boatsman			Wells Inspector	Cement Mixer Operator	Vacuum Truck Operator	Loader Operator	Gas Plant Operator		
Worker	Worker with more than 1-year experience		Centrifuge Equipment Operator		Backhoe ( <i>pajarita</i> ) Operator		Truck Tractor Operator	Operator / Driver of Truck Tractor with Articulated Arm	Bulldozer Operator	Hard Band Operator
Patio Hand	Patio Hand with more than 1 year experience		Load rigger in up to 30-Ton crane	Civil Works Machinery Controller	Finisher Operator	Over 30-Ton load Crane Rigger	Drilling equipment Operator requiring handling of explosives	Pipe Welder Operator		
Administrative Assistant	Chainsaw Operator		Vehicles/Machinery Mechanic	Variators Operator or Basic Maintenance Operator of well headers II	Vacuum Lift Operator	Variators Operator or Basic Maintenance Operator of well headers I	Operator of truck tractors, low or high bed	Sideboom Operator		



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1	2	3	4	5	6	7	8	9	10	11
\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
	Time recorder		Compressor Operator	Field Supervisor				Detectorist		
	Vacuum Truck Helper		Boiler Operator							
			Grass Cutting Assistant							
			Technical Assistant		Operator Technician			Electro mechanic 1		
										Operator and Maintainer of Control Room - Truck Loading - Semi-Gantry Crane (Cartagena Refinery)
					Forest Technician					
				Maintenance Technician						
	Loading and Unloading Assistant			Operational Technician Loading and Unloading	Tanker Truck Loading and Unloading Operator					
				Electric Line Assistant		Electric Line Operator				
			Inspection Technical Assistant		Inspection Technician			Inspection Technician 1		Inspection Technician 1A
		Foreman for Cleaning of		Slick Line Assistant		Slick line Operator				



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1	2	3	4	5	6	7	8	9	10	11
\$ 69,756	\$ 73,243	\$ 78,012	\$ 81,914	\$ 86,014	\$ 90,320	\$ 96,288	\$ 101,857	\$ 109,266	\$ 115,583	\$ 122,265
		Industrial Areas								
		Environmental Technician	Field Assistant							
			Spooler Operator							
					Operational Inspection and Control Analyst					
				Cementing Assistant	Cementing Operator					
				Pumping Assistant/Technician	Pumping and Nitrogen Operator					
					Coiled Tubing (Basic) Operator			Commissioning Technician 1		Commissioning Technician 1A
				Inspector of Rights of Way						
				Water Technician						

**Note:** The foregoing wages are applicable as of 1 January 2020.

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**Annex No. 2. Table of Operational Salaries of Legal Regime for Activities contracted by ECOPETROL S.A.**

<b>Position</b>	<b>Level</b>	<b>Basic Daily Salary</b>
Call Center Agent- Bilingual Call Center Agent	4	\$58.729
Scaffolder	2	\$47.580
Crane Rigger / Load Rigger / Lifting Equipment Rigger	2	\$47.580
Security Central Support	4	\$58.729
Administrative Assistant	2	\$47.580
Filing Assistant	2	\$47.580
Cleaning and Cafeteria Assistant	1	\$35.670
Gathering Center Assistant	1	\$35.670
Kitchen Assistant	1	\$35.670
Correspondence Assistant	2	\$47.580
Infirmity Assistant	2	\$47.580
Dental Nurse Assistant	2	\$47.580
Photocopying Assistant	1	\$35.670
Inventory Assistant	1	\$35.670
Laboratory Material Washing Assistant	1	\$35.670
Vehicle Mechanics Assistant	1	\$35.670
Sampling Assistant	1	\$35.670
Fumigator Helper	1	\$35.670
Mechanical Assistant	4	\$58.729
Assistant Worker	1	\$35.670

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Camp Helper	1	\$35.670
Loading and Unloading Assistant (Without experience)	2	\$47.580
Electricity Technical Assistant	4	\$58.729
Welding Technical Assistant	4	\$58.729
Chainman	2	\$47.580
Waiter	1	\$35.670
Emergency Assistance Foreman	4	\$58.729
Green Zones Foreman	4	\$58.729
Chef / Kitchen Head	4	\$58.729
Cook	2	\$47.580
Ambulance Driver	2	\$47.580
Driver of high Bed Truck with Hydraulic Arm/Extensible/Cabin	4	\$58.729
Driver of lowbed/Special low bed truck	4	\$58,729
Driver of flat bed/truck tractor/dump truck	4	\$58,729
Light Load Vehicle	2	\$47,580
Driver of "Lunchbox" trucks	1	\$35,670
Driver of Passenger Vehicle/Van	2	\$47,580
Dispatcher	4	\$58,729
Detonator	2	\$47,580
Technical Draftsman	5	\$83,274
Electrician	5	\$83,274
Mechanical Specialist	5	\$83,274
Variator Specialist	5	\$83,274

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Fumigator	1	\$35,670
Waste Handler	2	\$47,580
Scyther	1	\$35,670
Instrumentation operator	5	\$83,274
Gardener	1	\$35,670
Lauderer	1	\$35,670
Car Washer	1	\$35,670
Machinist	4	\$58,729
Civil Works Master	5	\$83,274
River Sailor	4	\$58,729
Vehicle Mechanic	2	\$47,580
Motorized Messenger	1	\$35,670
Waiter	1	\$35,670
Worker	1	\$35,670
Decontamination Worker (Intentional fault)	1	\$35,670
Civil Works Worker / Official Assistant / Helper	2	\$47,580
Mix Preparation Worker	1	\$35,670
Construction Official / Mason	4	\$58,729
Civil Works Official	4	\$58,729
Bulldozer Operator	5	\$83,274
Bicycle rental and maintenance Operator	1	\$35,670
Lowbed and high-bed trucks Operator	4	\$58,729
Operator of Truck with Hydraulic Arm with Basket	4	\$58,729

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Suction Truck Operator	4	\$58,729
Loader / 10 Ton Loader Operator	2	\$47,580
Basket Vehicle Operator	2	\$47,580
Flatbed truck Operator	4	\$58,729
Unloading Operator	2	\$47,580
Tanker Truck Turns and Traffic Control Operator	2	\$47,580
Telescopic Crane Operator	5	\$83,274
50 Ton Crane Operator	5	\$83,274
90 Ton Crane Operator	5	\$83,274
120 Ton Crane Operator	5	\$83,274
Manlift Operator	2	\$47,580
Heavy Machinery Operator (Backhoe, Motor Grader, etc.)	5	\$83,274
7-Ton capacity Forklift Operator	2	\$47,580
Backhoe ( <i>pajarita</i> ) Operator	4	\$58,729
Potable Water Treatment Plant Operator	2	\$47,580
Truck Tractor Operator	4	\$58,729
Load Movement Heavy Vehicle Operator	4	\$58,729
Compacting Vehicle Operator	4	\$58,729
Verification Operator of Tanker Truck Loading and Unloading	4	\$58,729
Vibro-Compactor Operator	4	\$58,729
Gardens and Green Zones Operator	1	\$35,670
Boiler operator	5	\$83,274
Patio Hand of Industrial Area	2	\$47,580


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Pilot	5	\$83,274
Boat Pilot	5	\$83,274
Nautical Pilot	2	\$47,580
Plumber	2	\$47,580
Painter	2	\$47,580
Shouter/Crier	1	\$35,670
Receptionist	1	\$35,670
Line and Land Clearance Inspector	1	\$35,670
Rescuer	5	\$83,274
Road Signalman	1	\$35,670
Welder	5	\$83,274
Inspection Technician (Vehicles for Loading and Unloading of Tanker Trucks / Lines Monitoring and Inspection)	5	\$83,274
Support and Accompaniment Technician (First Job – Without Experience)	4	\$58.729
Electrical Technician	4	\$58.729
Electromechanical Technician	4	\$58.729
Graphic Design Technician	4	\$58.729
Social Management Technician	4	\$58.729
Equipment Maintenance and Firefighting Systems Technician	5	\$83.274
Advertising, Communication and/or Marketing Technician	4	\$58.729
Refrigeration Technician	5	\$83.274
Emergency Support and Assistance Technician	5	\$83.274
Mechanical Technician	4	\$58.729

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Security Central Operator Technician	5	\$83.274
Pre-Hospitalization Care Technologist	2	\$47.580
Salesman (ECOPETROL Store)	1	\$35.670
Area Verifier/Expert	1	\$35.670
Mobile Surveillance	4	\$58.729
Guard	3	\$53.433

**Note:** The foregoing wages are applicable as of 1 January 2020.

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### **Annex No. 3. Policy of Collective Agreement**

The Collective Agreement Regime Conditions Policy is intended to cover the economic benefits contained in the Collective Labor Convention between Ecopetrol SA and the current Union "USO", in matters of comprehensive social security, which exceed the provisions of Law 100 of 1993 and complementary norms.

This policy is required of the contractor obliged to pay wages and benefits of the conventional regime of Ecopetrol SA, to the operating workers who apply the Table of Operating Wages of the Collective Agreement Regime for Activities Contracted by Ecopetrol SA, who are bound by a dedicated employment contract. exclusive to the Ecopetrol SA contract.

The affiliation of the workers must be carried out in accordance with the salary indicated in the Table of Operative Wages of the Collective Agreement Regime for Activities Contracted by Ecopetrol SA, however, in order to ensure due recognition of the amparos to the beneficiary personnel of the policy, the contractors must promptly report to the insurer all the personnel novelties that arise in the execution of the contract, especially those related to salary novelties and the engagement or disengagement of personnel.

The following is the text of the clauses that the insurance company will issue.

#### **1. Coverage and Exclusions**


The xxx insurance company that for all purposes of this contract will be called "The Company", in consideration of the statements by the Ecopetrol SA contractor, who is the policyholder, which are incorporated herein for all purposes, undertakes to pay up to the corresponding sum insured in each coverage, for the claims filed in accordance with the coverage provided hereunder.

The coverage set out in the cover page of this policy is granted to all current and new workers who join the service of the contractor company of Ecopetrol S.A. and who benefit from the collective agreement wage and benefits regime provided therein, as long as they are engaged for performance of Ecopetrol's contract with exclusive dedication and employment contract that have been reported to the insurer as per the terms stipulated in the clauses of this policy.

This insurance policy covers the difference between the benefits recognized by the General Social Security System in Colombia and the excess benefits agreed in the Collective Bargaining Agreement (CCTV) held between Ecopetrol S.A. and the current Union USO , in terms of social security and correspond to the coverages contained in this policy.

#### **2. Coverage**

- Aid for outpatient treatment away from work site. (Art. 36 CCTV).
- Temporary disability for accident occurred in vehicles other than those owned or contracted by the contractor. (Art. 38 CCTV).
- Temporary disability a non-work-related accident or non-professional illness. (Art. 39 CCTV).
- Temporary disability for accident occurred in vehicles other than those owned or

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- contracted by the contractor. (Art. 83 CCTV paragraph 2).
- Additional life insurance for under 18 or disabled child. (Art.98 CCTV).
- Burial expenses. (Art. 103 CCTV).
- Ordinary Life Insurance (Art. 104 CCTV).
- All-accident additional insurance. (Art.105 CCTV).
- Coverage Definition.

### **3.1 Aid for outpatient treatment outside the work site. (Art. 36 CCTV).**

When the EPS does not have professionals, equipment or specialized means for the diagnosis and treatment of workers, it will refer them to institutions or specialists in its health service network. In the event that said service must be provided in a different place from that of their workplace, the Company will provide the worker with round-trip tickets and health care assistance without affecting incidence, under either of the following two modalities, at the option of the worker:

- The Company bears the cost of the hotel, breakfast and provides the worker with an amount equivalent to 15% of one (1) minimum monthly legal salary SMLM.
- Provide the worker with cash amounting to \$ 244,575 (two hundred forty-four thousand five hundred seventy-five pesos) per day, without salary incidence.


When only one day is required for the provision of the service and for the day of return to its base, the Company will grant \$ 103,945 (one hundred three thousand nine hundred and forty-five pesos), without salary incidence.

In cases of illness of proven severity during the worker's vacation or on his day of rest and as long as the impossibility of returning to headquarters persists, medical aid will be granted for outpatient treatment, without salary incidence, equivalent to \$ 244,575 (two hundred and forty-four thousand five hundred and seventy-five pesos) daily, as long as the urgency occurs in a different place than the place where the family resides and the company is notified within 48 hours of its occurrence.

When the personnel who work in Cantagallo and reside in Cantagallo or Puerto Wilches need to travel to Barrancabermeja for medical appointments, laboratory examinations and dental appointments, a daily sum of 244,575 will be recognized (two hundred and forty-four thousand five hundred and seventy-five five pesos), without salary incidence, if having to spend the night in Barrancabermeja; if returning on the same day, the sum of \$ 103,945 (one hundred three thousand nine hundred and forty-five pesos) will be recognized, without salary incidence. In addition, the value of the ticket will be recognized upon presentation of the ticket.

Paragraph 1.- The amounts established in this article will apply from July 1, 2018. Starting in 2019 and for the years following the bargaining agreement, on 1 January of each year, this sum will be increased by the CPI rate in the entertainment/leisure sector, accumulated in the last 12 months until 31 December 31 with the fixed sum for the immediately preceding year.

Paragraph 2.- When in the opinion of the company and/or it if has doubts regarding the diagnosis or medical treatment of the worker, the latter may be referred by the company to a private doctor or specialist; in any event, the company and / or the contractor must exhaust all the procedures

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enshrined in the current law or resort to the pertinent jurisdiction or authority. (Article 37 de la CCT).

### **3.2 Temporary disability due to work accident or occupational disease. (Art. 38 CCTV).**

Workers who suffer accidents at work or occupational disease will receive, while the disability persists, payment of 100% of the monthly basic salary, in all cases exhausting the terms and requirements of the qualification procedure of loss of working capacity.

### **3.3 Temporary disability due to a non-work-related accident or non-occupational illness. (Art. 39 CCTV).**

In excess of the protection granted by the General System of Social Security in Health (SGSSS), the company will recognize the insured worker for temporary disabilities caused by a non-work-related accident or non-occupational illness, that is, by common risk, as follows:

- From day 1 to 90, (100%) of the basic salary
- From day 91 to 180, two thirds (2/3) of the basic salary.

If the worker continues in a disability condition, the Company will recognize a maximum legal monthly salary in force up to the day five hundred and forty (540) of disability, provided that there is a favorable opinion of rehabilitation and by virtue of the initiation of the pertinent efforts by the worker before the pension administrator, if the pension administration entity has postponed the qualification process for loss of working capacity. In any event, the economic recognition of the disability will cease when the competent entities determine the workers loss of work capacity, thus giving rise to the recognition of a disability pension, or if an old-age pension has been recognized by the Pension General System.

### **3.4 Additional life insurance for children under 18 years of age or disabled (Art. 98 CCTV).**


When a worker dies while providing services to the Company, and at that time he has children under 18, disabled or with a physical or cognitive disability, according to the valuation in the respective table of lost working capacity, the Company shall recognize an additional life insurance payable as set out by the Law, which consists in four (4) months of ordinary wage for each of these children.

### **3.5 Funerary Aid (Art.103 CCTV)**

The company will recognize to the beneficiaries the burial expenses of the insured worker for an amount equivalent to four (4) basic wages of the worker at the time of death, less the value legally recognized by the social security system.

### **3.6 Ordinary Life Insurance. (Art. 104 CCTV)**

In the event of death of the insured worker, the company will pay to the beneficiaries:

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- For common origin: One (1) month of salary for each year of continuous or discontinuous services, settled in the same way as the unemployment benefit, without the value of the insurance being less than twelve (12) months of salary in any event, nor exceeding fifty-two (52) times the collective agreement monthly minimum wage.
- For professional origin: if the death of the worker occurs due to an accident at work or an occupational disease, the value of the insurance double that provided for in the previous paragraph, but not exceeding in any event, one hundred four (104) times the collective agreement monthly minimum wage.

**Paragraph:** For purposes of granting the above coverage, the policy holder is bound to provide the company with the fit-for-work certificate and the form of insurability filled out for each worker who will be insured. The validity of this coverage for each worker begins once this requirement has been fulfilled.

### **3.7 Temporary disability for accident occurred in vehicles other than those owned or contracted by the contractor. (Art. 83 CCTV Paragraph 2).**

Workers who suffer accidents on the way to work, in hours set to go in and, and who are transported in vehicles other than those owned or contracted by the Company, will receive the following treatment:

They will be paid their whole salary for a term of twenty (20) months, as of the date of occurrence of the accident; from thereon and as long as the disability persists, they will receive two thirds (2/3) of their salary for up to four months more.

The company will pay to the policy holder the value of the contribution it must pay to the health promoting service (EPS) for the insured worker for up to 20 months since the date of the accident.

The calculation of the temporary disability will be based on the salary of the month preceding the start of such disability.

**Paragraph 2:** From day 181 the indemnities covered by this coverage will be paid as long as the insured worker has not been declared disabled.


**Paragraph 3:** This protection covers the insured worker in the above conditions, up to one (1) hour before entering work and one (1) hour after leaving work, provided that he has not consumed intoxicating beverages.

### **3.8 All-accident additional insurance. (Art 105 CCTV).**

Additionally, to insure its workers against all accidents, the Company establishes an insurance of up to twenty-five (25) months of the basic salary, which will cover all kinds of risks according to the following characteristics:

- Worldwide coverage
- Twenty-four (24) hours a day in any workplace, family, sports or social setting.



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- It covers maritime, fluvial, air, and road travel.

For applicability of coverage worldwide, the insured must notify the Company in advance of the travel destination.

The additional insurance against all accidents includes:

### **3.8.1 Coverage Extent**

In addition to and notwithstanding what is defined as an accident in the clauses of this policy , work accident and disability, for the purposes of the whole coverage of article 105 of the Collective Bargaining Agreement, bodily accidents are covered, be it of professional origin and of common risk, such as those suffered by:

- Attempts to rescue people or property.
- Bruises, burns, cuts and punctures
- Electric shocks, including lightning.
- Animal bites and rabies cases.
- Choking by immersion.
- Asphyxiation by inhalation of gases or vapors.
- Blood poisoning from any cause.
- Accidents, in general, related to sports, athletic games or acrobatics.
- Suicide.
- Poisoning from any cause.
- Fights, even if started by the same worker.

### **3.8.2 Special Indemnification**


- In the event that the worker dies while performing a company mission and is on board an airship that by its nature the insurance company cannot provide the protection of flight insurance, for example, air force aircraft from any country, helicopters or private ships, the company will pay the beneficiaries an amount equal to that which corresponds to a plane accident in a commercial airline legally established for such purpose .

For the aforementioned effects, the amount of compensation in the case of a plane accident in a legally established commercial airline should be interpreted as in agreement with the provisions of article 105 of the CCTV, that is, twenty-five (25) monthly basic wages of the worker on the date of death.

### **3.8.3 Accidental Death (Indemnification-Deaths)**

If the insured worker loses his life by accidental cause, the Company will pay to the beneficiaries an amount corresponding to twenty-two (22) monthly payments of his basic salary.

### **3.8.4 Violent Death cause by third party actions (Indemnification-Deaths)**

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In addition to the foregoing, when a worker dies as a result of violent actions committed by third parties, and only in this case, the beneficiaries will be entitled to receive twenty-six (26) monthly payments of the collective agreement basic salary that the worker received at the time of his death.

#### 4. Exclusions applicable to Article 105 CCTV

Accidents that are a direct or indirect consequence of diseases such as epilepsy, stroke, hernia, rupture of aneurysms, varicose veins, injuries as a result of surgery or treatments are not associated with the accident will not be covered.

**Paragraph.** In cases in which the Company does not provide the transport service to its workers, the Insurance referred to in this Article will be up to twenty four (24) monthly salaries in accordance with the table and modalities mentioned in this Article, when the accident occurs while the worker is traveling from his home to the work site and vice versa.

### 4 General Clauses

#### 4.1 Definitions


- a. **Accident:** For the purposes of this policy, an accident is understood to be any unforeseen, external, violent, visible, sudden event beyond the will of the insured worker, which affects the physical integrity of the worker by causing any of the losses, bodily injuries or functional disturbances mentioned in this insurance, which are verifiable by medical examination.
- b. **Work-related accident:** Any sudden event derived from or related to work, causing a bodily injury, functional perturbation, disability or death of an employee is considered a work-related accident.

Work accident is also one that occurs while fulfilling orders from the employer, or performing a job under his authority, even outside the work site and working hours.

Likewise, a work-related accident is considered to occur while workers travel from their home to the work site or vice versa, when transportation is provided by the employer.

According to Article 83 of the CCTV the following are also considered work-related accidents:

- Those suffered by workers while traveling and at the times required to go to work or to return home, as long as transport is provided with company vehicles or contracted by it.
- Those that are caused by vehicles owned or contracted by the company, to workers who are traveling from the starting point to work, or returning from it to their original points of departure during working hours.
- Accidents occurred within company premises, at the entrance and exit of the work site.


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- c. Beneficiaries:** Beneficiaries will be understood as these set out by the Law in accordance with that provided for in current labor norms.
- d. Occupational illness (work-related):** It is any permanent or temporary pathological condition that occurs as a direct and obligatory consequence of the type of work performed or the environment in which the insured has been forced to work and that has been classified as an occupational disease by the national government.

In events where an illness is not listed in the occupational illness table, but the causal relationship with occupational risk factors is evident, it will be recognized as an occupational illness.

- e. Partial permanent disability:** The insured worker who as a consequence of an accident undergoes a definitive reduction, equal to or greater than 5%, but less than 50% of his working capacity for which he has been hired or trained, he is considered as partially permanent disabled. The determination of the loss of work capacity must be based on the current regulations.
- f. Temporary disability:** Temporary disability is understood as that which, according to the severe picture of the illness or injury undergone by the insured worker, prevents him from using his work capacity for a given time.
- g. Total disability (disability):** For all purposes of this policy, total disability is understood to be the state according to which the insured has lost his or her work capacity by a percentage equal to or greater than 50%, because of an accident occurred during the term of this policy.
- h. Loss of working capacity:** It is the loss or reduction of capacity, skills, aptitude and/or potential competences of a physical, mental and social feature that enable an individual to perform his habitual job.
- i. Wages:** For purposes of this policy, the following is understood:

- **Wage (or ordinary salary):** it is the ordinary remuneration, either fixed or variable, and all that received by a worker in cash or in kind as direct consideration for the service provided, in accordance with Article 127 of the Substantive Labor Code, for the purposes of this policy, it is equivalent to the basic collective agreement wage plus its benefits, with salary incidence, which the contracts recognizes to the worker.
- **Basic wage:** It is the monthly fixed remuneration of the insured worker, without any additional element.
- **Minimum Monthly Collective Agreement Wage:** It is that specified and stated in the pertinent document as applicable to the operational roles set out in the current Collective Bargaining Agreement.
- **Maximum Collective Agreement Wage:** it is that specified and in the pertinent document as applicable to the operational roles set out in the current Collective Bargaining Agreement.

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- j. Policy Holder:** It is the person, be it natural or legal, who, acting on his or her own name or that of a third party, transfers the risks to insure a specific number of people and is responsible for payment of the premiums.
- k. Insured Worker:** It is the person who has a formal employment relationship through an employment contract with the insurance holder, who is engaged through an employment contract and is exclusively dedicated to the performance of the contract and who benefits from the wage and benefits regime of the Collective Bargaining Agreement signed by the Union Ecopetrol-*Unión Sindical Obrera* "USO".

## 5. Conditions

### 5.1 Insurable Group

Workers engaged through an employment contract and exclusive dedication to the contract signed with Ecopetrol S.A, reported to the insurance company, who benefit from the Collective Agreement wage and benefit regime, are automatically insurable.

In the event that a worker over 69 years of age is to be insured, the contractor must inform the company in advance and must present the work fitness certificate for said worker.

The company's liability with respect to employees included in the policy whose age is above 69, who have not been previously reported to the company or who have not presented the fitness for work certificate, will be limited to the refund of values received as premium.

### 5.2 Minimum and maximum insurable wages


Minimum: A1 (Of the Table of Operational Salaries of the Collective Agreement Regime).

Maximum: E11 (Of the Table of Operational Salaries of the Collective Agreement Regime).

### 5.3 Affiliation of workers to the social security regime.

The coverage and insured values established in the cover page of the policy are granted to all insured workers and cover the difference between the benefits that the general social security regime in Colombia must recognize and the benefits agreed in the Collective Bargaining Agreement between Ecopetrol S.A, and the Workers Trade Union "USO".

The insurance company will not be liable at any time for the breach of obligations by the employer or by social security system agencies.

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#### **5.4 Start of individual coverage term**

The coverage provided for in the policy comes into effect as of the date of the report by the contractor, provided that there is an employment contract between the contractor and the worker and, further, the worker is performing a job exclusively for the contract signed with Ecopetrol S.A. Ordinary life insurance (article 104 of CCTV) is excluded from the foregoing, whose validity starts once the company has received the work fitness certificate and the insurability form.