
	GUIDE FOR LABOR ASPECTS IN ACTIVITIES CONTRACTED BY ECOPETROL		
	Supply Management Management of Supply		
	CODE GAB-G-013	Prepared 26/01/2022	Version: 13

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1. OBJECTIVE

Guide the planners, authorized officials, contract monitoring officials, and bidders and contractors of ECOPEPETROL S.A. (hereinafter ECOPEPETROL), regarding the main aspects and labor conditions that must be considered in the planning, assignment, execution, balance and closing of a contract that requires the contracting of personnel by the contractor through a work contract and with exclusive dedication to the contract with ECOPEPETROL.

2. DEVELOPMENT

2.1. HUMAN RIGHTS – LABOR STANDARDS

ECOPEPETROL is a company committed to the respect and promotion of Human Rights. Its management in this regard is guided by the Political Constitution, the applicable national regulations, and the Human Rights Guide¹ through which ECOPEPETROL adheres to the United Nations Guiding Principles on Business and Human Rights, the Ten Principles of the Global Compact, the OECD Guidelines for Multinational Companies, the Voluntary Principles on Security and Human Rights, and the Tripartite Declaration of the ILO, among others.


Ecopetrol's commitment to respect human rights extends to all internationally recognized rights. Nevertheless, within the framework of its operation and its contractual and commercial relations, Ecopetrol will act in a proactive and differentiated manner to respect and promote the following rights and freedoms:

- Life, integrity, and personal freedom.
- The freedom to be part of unions and collective bargaining agreements.
- The elimination of forced and mandatory works.
- The abolition of any type of children work.
- The elimination of discrimination relative to labor and occupation.
- Dignified, favorable, and adequate working conditions.
- Health and Safety at Work.
- Of childhood. Participation of ethnic groups through prior consultation.
- Collective and environmental rights.
- Freedom of expression.
- Information.
- Privacy and protection of personal data.

Under the precept of acting respecting Human Rights and to contribute to construct a more stable, equitable and inclusive global market, which fosters more prosperous societies and contributes to the achievement of Sustainable Development Goals, especially SDG 8 that refers to Decent Work and Economic Growth, ECOPEPETROL adhered to the Global Compact, which, among its Ten Principles, includes the following four labor standards:

- **Principle 3:** Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

¹ GEE-G-035 Human Rights Guide.
Template 012 – 01/10/2018 v-8

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- **Principle 4:** Businesses should support the elimination of all forms of forced or coerced labor.
- **Principle 5:** Companies should support the eradication of child labor.
- **Principle 6:** Businesses should support the abolition of discriminatory practices in employment and occupation.

In this context, and for the purposes of this Guide, Ecopetrol will act with due diligence on human rights matters throughout its supply chain, managing the risks associated with it considering the labor aspects mentioned, a responsibility that also concerns those who are part of this chain.

In furtherance of the principle of differential approach defined in the Human Rights Guide and the Diversity and Inclusion Program, ECOPETROL promotes the labor inclusion of populations with difficult insertion in the labor market. Thus, it has created mechanisms that promote inclusion, without limitation, of **i)** women; **ii)** people over 45 years old; **iii)** young people between 18 and 28 years old; **i)** Afro-descendants and indigenous people; **i)** victims of the armed conflict; **vi)** people with disabilities, and **vii)** people without work experience. In the same vein, it considers it is important to continue performing activities aimed at seeking greater involvement of local labor (see Annex No. 5).


2.2. SCOPE

This document contains labor aspects that must be compulsorily observed by all those involved in ECOPETROL's supply chain of goods and services during the stages of said process for structuring the costs of the contracts, the configuration of the economic offer, and verifying the compliance in the performance of contracts, as well as in their balance and closing. During performance of the contract, the contractor must comply with the labor obligations derived from the updates that ECOPETROL incorporates to this guide.

This guide is part of all the contracts executed by ECOPETROL as the contracting party, as it constitutes one of the documents of the selection method. The provisions of this document do not apply when ECOPETROL **has specific exceptions**, acts as a contractor as mandator with representation, nor in collaboration, association or participation contracts, unless the parties in these legal businesses agree otherwise.

In all events, the contractor is bound to consult all sources of law to determine the specific obligations to be fulfilled with its employees. This implies that any new regulation or modification to the constitutional and legal regulations on labor and social security 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 its workers and, the Form "Certification of Compliance with Profiles GAB-F-214 ", or its substituting document for purposes of the exclusive labor report, the "Labor Report for Contractors and Subcontractors of Ecopetrol GAB-F-221", or its substituting document. For purposes of the exclusive labor report, the "ECOPETROL GAB-F-221 Contracted Activities Labor Report" form shall be used, or the document that replaces it. Said document must be completed and uploaded in the tool that ECOPETROL has to ensure delivery to the contract follow-up official.

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In the event that the contractor's workers, including those of subcontractors, whether exclusively or partially dedicated to the performance of the contract, for performance of their activities have access to the ECOPETROL technological enabler and are disassociated before the time set out in the form or register to enable user accounts, the contractor must immediately report such news to the Digital Vice Presidency through the mailbox GDIDesvinculaciones@ecopetrol.com.co, or whoever takes its place, copying the respective contract follow-up official, 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 properly report or not do so on time implies breach of the Contract.

Once non-compliance by the contractor with the provisions contained in this document is verified, the contract follow-up official will implement the sanctioning instruments agreed in the contract, which will also affect the performance evaluation as appropriate.

Relevant Concepts

Memorandum of Agreement: it refers to a document that causes an impact on the planning and budget of the contract. Planners and department and domain heads should inquire about its applicability (minutes of 22 August 2014, and 28 September 2018, without limitation thereto). In any event, the planners and heads of department and domain will consult the Contractual Labor Insurance Coordination regarding the existence of any other act that may impact the performance of a contract (HDT act, reclassification of A1 to A2 workers, without limitation thereto).


Non-Industry Activities: all those that are not listed in Decrees 284 of 1957 and 3164 of 2003 or in the provisions that regulate, modify, repeal, or replace them.

Inherent or Essential Activities of the Industry: those that are strictly considered inherent in any oil operation, which are expressly defined in Decrees 284 of 1957 and 3164 of 2003, or in the provisions that regulate, modify, repeal, or replace them.

Exclusive Dedication: when the contractor's workers bound by employment contract for the performance of a contract with ECOPETROL, spend all their working time conducting the activities for which they were hired.

For the application of exclusive dedication, the worker must meet the following requirements: i) there is a labor relationship between the natural person and the contractor, subcontractor, or supplier of the ECOPETROL contractor; ii) provides a personal service in favor of the contractor, subcontractor, or supplier of the ECOPETROL contractor in furtherance of a commercial contract entered into with ECOPETROL, and, iii) the worker does not provide personal services to the contractor for clients other than ECOPETROL, in performance of the commercial contract that was entered into.

Contract Planning: stage in which all aspects necessary for the structuring of the future contract must be considered (salary and benefits regime, own activity or approved by the industry, 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 may have an impact on the contract).

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Job profile: it is the set of requirements, conditions, and minimum skills that a person must have to fulfill the activities of a job, including specific functions and may or may not require a certain level of knowledge and experience, which the person who will occupy it must have.

Personnel engaged in Operational activities: worker who performs tasks or activities in a collective bargaining or legal salary and benefit regime contract, and who occupies a position at the levels of the Table of Operating Salaries of the Collective Bargaining Regime (Annex No. 1), or of the Table of Operating Salaries of the Legal Regime for Activities contracted by ECOPETROL S.A. (Annex No.2), respectively. They usually perform simple and repetitive activities, which can often involve exercise/activity of a physical, mechanical, strength nature, etc., conducted by people who do not necessarily have a degree of education and who, in general, demand a high level of subordination.

Personnel who carry out non-operational activities: worker who performs work in a collective bargaining or legal wage and benefit regime contract, who occupies a position higher than the levels and categories of the Table of Operating Salaries of the Collective Bargaining Regime or of the Table of Operating Salaries of the Legal Regime for Activities contracted by ECOPETROL, is also called Technical and Administrative Career Personnel. In general, these people combine intellectual and physical activities with a certain complexity and degree of autonomy. (These can be activities with cognitive predominance).

Supplier: natural or legal person who, in relation with the performance of a contract entered into by ECOPETROL, conducts complementary activities or supplies for the contractor, which are not part of the main or characteristic activity, nor are they of the essence and scope of said contract.

Salary and Benefit System: set of rules and conditions under which the salary and social benefits to which a contractor worker is entitled must be governed when the requirements of numeral 2.3 of this document are met. For all purposes, it is understood that the salary and benefit system may be collective bargaining or legal.


Subcontractor: natural or legal person that, in performance of a contract entered into by ECOPETROL, conducts activities or supplies that are part of the object and scope thereof for the contractor, by virtue of a subcontract previously authorized and approved by ECOPETROL.

2.3. CONTRACT SALARY AND BENEFITS REGIME

If the execution of the contract requires the employment of personnel with or without exclusive dedication, the type of salary and social benefits must be defined in the planning stage.

The personnel that are hired by the contractor due to or in relation with the contract entered into with ECOPETROL, and requires exclusive dedication to it, regardless of the duration of their employment contract, will be subject to the salary and benefit system of the main contract.

As of 1 January 2019, if ECOPETROL does not require exclusive dedication for the performance of the contract but, by mere liberality or disposition of the contractor this dedication is presented, the exclusively linked workers will apply the Operating salary tables of the salary regime legal or collective bargaining, as appropriate, or the minimum wages for Non-Operative personnel in accordance with the salary and benefits regime of the contract, as well as the labor regulations

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contained herein. The costs derived from this decision will be the exclusive responsibility of the contractor.

The labor regime, be it collective bargaining or legal, to recognize the personnel employed in the execution of a contract, is not determined by the specific activities performed, nor by the place of execution, but are determined by the predominant characteristic activity in the contractual object.

In case of subcontracting, when it has been duly authorized by ECOPETROL, the subcontractor must comply with the labor regulations contained herein, in accordance with the same salary and benefit regime that has been agreed in the main contract executed between the contractor and ECOPETROL.

In any event, from the planning phase of the contract, it is necessary to identify, from a technical standpoint, with absolute clarity and precision, the activities² that are considered the essence of the object and scope of the contract, to establish whether they must be executed directly by the contractor or by an authorized subcontractor, in such a way that the same salary and benefit conditions apply as established in the labor and benefits with which the corresponding contract was qualified. The aforementioned technical identification is the exclusive competence of the planners.


In the case of suppliers, ECOPETROL's labor regulations contained in this document are not applicable to supplier workers. From 1 January 2021 and only in the case of drivers of suppliers of ECOPETROL contractors, who are engaged by employment contract and who have exclusive dedication to the commercial contract executed between the contractor and ECOPETROL, the following shall apply: **i)** the salaries established in Annex No. 2 of this guide, and **ii)** the food and transportation aid of the legal regime. It is the contractor's obligation to ensure that: **i)** its transportation service provider(s) recognizes and pays these benefits to its workers/drivers when the indicated requirements are met and, **ii)** These workers/drivers of its transportation service provider(s) are registered in the GAB-F-221 or the document that replaces it.

The oil industry activities, as well as those that by agreement are remunerated with a collective bargaining wage and benefit system, will be considered as the essence of the object and the contractual scope.

Decrees 284 of 1957 and 3164 of 2003 established as an express obligation for natural or legal persons engaged in the fields of oil exploration, exploitation, transportation, or refining, to apply to the workers of their contractors the same wages and benefits to which its own employees are entitled in accordance with the provisions of law, agreements, collective agreements, and arbitration decisions. For this purpose, said decrees define the proper and essential tasks of the oil industry.

Through Minutes of Agreement, ECOPETROL and the USO Workers' Union, dated 22 August 2014, and 28 September 2018, listed the activities that will be recognized with wages and benefits agreed in the ECOPETROL collective bargaining agreement, to the workers of contractors engaged by employment contract and who are of exclusive dedication to the contract entered into with ECOPETROL.

² They should be understood as the related and inherent sub-activities that must be included 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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It is the obligation of the contractors, to perform the contract with ECOPEOTROL, to engage personnel directly through an employment contract, unless ECOPEOTROL has expressly authorized another type of link that has been reported in the selection method. During performance of the contract, the authorized official of ECOPEOTROL may accept, with sufficient grounds, that the contractor can change this engagement modality.


With prior express authorization from ECOPEOTROL, temporary service companies may only provide services in the manner and cases permitted by the law, as long as they comply with the requirements established therein for such purpose.

ECOPEOTROL does not have "outsourced workers". As to employment of personnel, it does not use Associated Work Cooperatives, nor any other mechanism that implies employment modalities that ignore or violate constitutional, legal, and extralegal rights, of an individual nature or of collective union association, negotiation, and strike.

The workers of contractors, subcontractors, and the drivers of the contractor's suppliers must perform the specific activities for which they were hired. Similarly, the individual labor contract of each worker must be consistent with the assigned position and the activity being performed.

The following table summarizes the wages and benefits of contractor workers as of 31 December 2022.

Contract Labor Regime	Personnel	Minimum basic salary	Benefits
Unionized	Operational	Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPEOTROL S.A. (Annex No 1)	Collective Bargaining
	Non-Operational	Applies at least level E11 of the Table of Operating Salaries of the Collective Bargaining Regime (Annex No. 1). Social benefits will continue to be those set out in the Substantive Labor Code.	Legal
	Operational (Housecleaning; Meals; Road Traffic Control (road signaling); Administrative Management; Real Estate Management; Logistics; Transport of Personnel,	Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPEOTROL S.A. (Annex No. 2)	

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Contract Labor Regime	Personnel	Minimum basic salary	Benefits
	Goods/Others, and Surveillance)		
Legal	Operational	Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. (Annex No. 2)	
	Non-Operational	The maximum level of the Table of Operating Salaries of the Legal Regime level 5 (Annex No. 2) applies as minimum. Social benefits will continue to be those set out in the Substantive Labor Code.	

In the contracts of collective bargaining labor regime, the Cleaning staff; Feeding; Land Traffic Control (road signaling); Administrative management; Real estate management; Logistics; Transport of Personnel, Goods/Stuff and Surveillance is remunerated with the salaries of the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL SA listed in Annex No. 2 hereunder. The foregoing must be expressly stated in the contract executed by ECOPETROL.


The application of the table of collective bargaining and legal salaries (Annex No. 1 and 2) is given if the personnel is bound by an employment contract and has exclusive dedication for the contract entered into with ECOPETROL.

The salaries of the operating personnel of the legal regime of the contracts to which the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. (Annex No. 2) applies, must be readjusted in accordance with the values established in Annex No. 2. hereto.

As of 1 January 2019, the salary of non-Operative workers engaged exclusively in contracts with a collective bargaining salary regime will correspond to at least level E11 of the collective bargaining scale. Social benefits will continue to be those set out the Substantive Labor Code.


As of 1 January 2019, the salary of non-Operative workers engaged exclusively to contracts with the legal salary regime will correspond at least to the maximum level of the Table of Operating Salaries of the Legal Regime (level 5) Annex No. 2. Social benefits will continue to be those set out the Substantive Labor Code.

The above guidelines for Non-Operational personnel engaged with exclusive dedication to both collective bargaining and legal regime contracts, will apply to contracts that are concluded after 1 January 2019, and for those in force which execution term ends after 30 June 2019, in which case they will also apply since 1 January 2019. Planners, contract monitoring officials, must secure this measure.

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The update of the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL for the term 2022 does NOT apply to current contracts whose salaries are regulated in the "Table of Technical and Administrative Careers" or the "Table of Salary Levels for Non-Inherent Activities of the Oil Industry", currently repealed. In these cases, once the current contracts end, new methods for selecting contractors will be processed based on the Table of Operating Salaries of the Legal Regime. Nor does it apply to salaries regulated in the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL for Campo Rubiales and Caño Sur (see Annex No. 3).

Hypothesis	Application
Contract being performed that applies the Technical and Administrative Career Table.	No increase is regulated by ECOPETROL since the table is repealed. The employer is the one who defines whether to increase the wages of their workers in accordance with their administrative autonomy. In any event, ECOPETROL will not contractually recognize the contractor's salary increase for this group of workers.
Contract in execution that applies the minimum wages for non-operational workers.	In the collective bargaining regime, at least level E11 of the Table of Operating Salaries of the Collective Bargaining Regime (Annex No. 1) applies. In the legal regime, the maximum level of the Table of Operating Salaries of the Legal Regime level 5 (Annex No. 2) applies as a minimum.
Contract in execution that applies the Table of Salary Levels for Contracted Activities Not Inherent in the Oil Industry.	No increase is regulated by ECOPETROL since the table is repealed. The employer is the one who defines whether to increase the wages of their workers in accordance with their administrative autonomy. In any event, ECOPETROL will not contractually recognize the contractor wage increases for this group of workers.
Contract in execution that applies Salary Benchmarks of the Legal Regime Market.	No increase is regulated by ECOPETROL since the table is repealed. The employer is the one who defines whether to increase the wages of their workers in accordance with their administrative autonomy. In any event, ECOPETROL will not contractually recognize the contractor's salary increase for this group of workers.
Ongoing contract i that applies the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. for Campo Rubiales.	Applies the minimums established in the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. for Campo Rubiales and Caño Sur (see Annex No. 3).

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Ongoing contract that applies the Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A.	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 2022.
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The Table of Operating Salaries of the Collective Bargaining Regime for Activities Hired by ECOPETROL S.A. is adjusted in accordance with the provisions of the current Collective Bargaining Agreement.

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

2.3.1. METHODOLOGY FOR SALARY AND BENEFIT QUALIFICATION OF A COMMERCIAL CONTRACT

For the definition of the regime applicable to a commercial contract executed between ECOPETROL and the contractor, the following steps must be undertaken:


Consult the Table of Activities to be Contracted and their Labor Regime (GAB-T-002) or the document that takes its place, which establishes the common activities that are contracted in ECOPETROL, indicating in each case the applicable salary and benefit regime, and verifying the classification given to the contractual object. Once the contractual object is included 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 included within the Table of Activities to be Hired and its Labor Regime (GAB-T-002) or the document that takes its place, or there is doubt in its application, an opinion of the labor regime must be requested from the functional authority (Department of Excellence - Supply Management) or the one that takes its place, and for this purpose the query must be sent to the mailbox: actuality.laboral@ecopetrol.com.co, attaching the corresponding technical support issued by the area submitting the contract qualification request.

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

The planner must direct his efforts to the processing of two selection methods, to contract the activities independently: one with the collective bargaining regime, and the other with the legal regime.

If the planner of the contract considers the first alternative to be economically or operationally unfeasible, a circumstance that must be grounded and endorsed by the requesting official, the specific objects and scope are delimited within the general object and its scope, so that each one is assigned a different labor regime, depending on the activities that correspond to one or another object and specific scope.

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


- a. That the contract has two or more specific objects perfectly disaggregated and distinguishable from each other, susceptible of having been processed through different election methods.
- b. That, in furtherance of the contract, the specific objects are fulfilled with due independence and with exclusive personnel dedicated to each contractual object. People linked by employment contract to perform activities of the object with a legal wage and benefit regime may not perform work in activities of the object with a collective bargaining wage and benefit regime and vice versa.

2.3.2. METHODOLOGY TO EQUALIZE POSITIONS IN SALARY TABLES

To facilitate locating operational positions in the collective bargaining and legal salary tables, the positions can be equalized or located, which are gathered in Annexes No. 1 and 2 hereto. For these purposes, it is necessary to:

- a. Clearly identify from the planning stage of the contract the positions and profiles required for the performance of the contract.
- b. Search in Annex No.1 or No.2 (applying that set out in the Table of Numeral 2.3 Salary and Benefit Regime of the Contract), the required positions, the corresponding salary assignment, which must be included in the technical specifications or the clause of labor obligations of the contractor in activities contracted by **ECOPETROL**. It is essential that when consulting these annexes, the labor regime applicable to the contract is considered.
- c. In the event that the position being reviewed is not included in the tables, its approval must be requested from the Contractual Labor Assurance Coordination or the unit that takes its place, as it is the competent functional authority; it is, therefore, necessary to supply the following information to the functional mailbox actuality.laboral@ecopetrol.com.co:
 1. Number of Contract
 2. Purpose of Contract
 3. Contract salary and benefits regime
 4. Position to be equalized
 5. Specific functions of the position
 6. Profile required for the position according to the technical specifications. (Attach the technical specifications in the relevant sections)
 7. Market study (minimum 12 offers: three offers in four job seekers)

If approval is required at the time of planning the contract, it must be requested by the planner(s) and if it is required during the term of performance of the contract, it must be requested by the contractor through the contract monitoring officials, according to the role of each of them.

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2.4. CONTRACTS OF LEGAL SALARY AND BENEFIT REGIME

This chapter contains the aspects to be considered in contracts which labor regime is legal, as is the case of a labor relationship between the contractor and its workers for performance of a contract entered into with ECOPETROL.


2.4.1. WAGES, SOCIAL BENEFITS AND LABOR RIGHTS

In the contract planning processes in which the legal salary and benefits regime applies, the salaries for operational personnel listed in Annex No. 2 or in Annex No. 3, shall be considered as appropriate. These values are the minimum that the contractor must recognize to the workers engaged through an employment contract with exclusive dedication to the contract with ECOPETROL, and it is the maximum value that ECOPETROL recognizes to the contractor as labor cost.


The contractors, pursuant to their technical and administrative autonomy, can agree with their workers payments that constitute salary or not, if they comply with that established in the labor provisions in force on the subject. These payments, whether bonuses, allowances, or benefits, without limitation, are recognized exclusively on behalf of the respective contractor in its capacity as employer, and that is why ECOPETROL will not recognize the contractor any sum on such accounts.

Regarding regulatory aspects, the following should be considered, among other provisions:

ITEM	REGULATION
Legal standards	Labor Substantive Code.
Working Day	Article 158 and subsequent of the Substantive Labor Code; article 22 of Law 50 of 1990; Law 2101 of 2021.
Workday Modality	That described in numeral 2.5.5.4.2 hereunder applies.
Extra Day Time	Numeral 2 of article 168 of the Substantive Labor Code, subrogated by article 24 of Law 50/90.
Night Work Surcharge	Numeral 1 of article 168 of the Substantive Labor Code, subrogated by article 24 of Law 50/90 and article 160 of the Substantive Labor Code amended by article 1 of Law 1846/17.
Night Supplemental Time	Numeral 3 of article 168 of the Substantive Labor Code, subrogated by article 24 of Law 50/90.
Paid Sunday rest	Article 172 and subsequent of the Substantive Labor Code, subrogated by article 25 of Law 50/90.
Work during compulsory rest	That described in numeral 2.5.5.5 hereunder applies to operative workers, non-operative workers of the collective bargaining or legal wage and benefit system, provided that the contractor's worker has exclusive dedication to the commercial contract entered into between the contractor and ECOPETROL.
Recreational, cultural, sports or training activities.	Article 21 of Law 50 of 1990.
Annual Leave	Articles 186 and subsequent of the Substantive Labor Code.

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ITEM	REGULATION
Service Bonus	Article 306 of the Substantive Labor Code.
Severance Pay Aid	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.
Family Subsidy	Articles 1 and subsequent of Law 21 of 1982; Regulatory Decree 341 of 1988; Regulatory Decree 784 of 1989; article 3 and subsequent of Law 789 of 2002; Regulatory Decree 721 of 2013.
Social Security in Health	Articles 152 and subsequent of Law 100 of 1993; Regulatory Decree 806 of 1998; Regulatory Decree 1703 of 2002; Article 17 of Law 986 of 2005; Law 1122 of 2007; Law 1607 of 2012.
Social Security in Pensions	Articles 10 and subsequent of Law 100 of 1993; Regulatory Decree 692 of 1994; article 7 of Law 797 of 2003; Regulatory Decree 4982 of 2007; Law 1328 of 2009; Law 1580 of 2012.
Social Security in Occupational Risks	Articles 208 and 254 of Law 100 of 1993; Extraordinary Decree 1295 of 1994; Law 776 of 2002; Regulatory Decree 2800 of 2003; Regulatory Decree 2566 of 2009; Articles 1 and subsequent of Law 1562 of 2012.
Parafiscal contributions	Law 89 of 1988; article 7 of Law 21 of 1982; article 17 of Law 344 of 1996; article 114-1 of Law 1819 of 2016, article 8 of Decree 862 of 2013.
Withholding at Source	Law 75 of 1986 and Law 1819 of 2016.
Union Quota	Article 400 of the Substantive Labor Code, subrogated by article 23 of Decree Law 2351 of 1965; articles 1 and subsequent of Regulatory Decree 2264 of 2013.
Employment Coexistence Committee	Resolution 652 of 2012 Ministry of Labor; Resolution 1356 of 2012 of the Ministry of Labor; Law 1010 of 2006.
Expatriates	Article 18 of Law 10 of 1961; Decree 834 of 2013; Resolution 1112 of 2013; Resolution 6045 of 2017.
Maternity and Paternity Protection	Articles 239, 240 and 241 of the Substantive Labor Code; Law 1468 of 2011; Decree 13 of 1967; Law 1822 of 2017; Law 2141 of 2021.
Trade Union Protection	Articles 405 and subsequent of the Substantive Labor Code.
Circumstantial Protection	Decree 2351 of 1965 and Decree 1373 of 1966.
Circumstantial	Article 26 of Law 361 of 1997, amended by Article 137 of Decree 19 of 2012
Public Employment and Labor Recruitment Service	Law 1636 of 2013, Decree 2852 of 2013, Decree 1668 of 2016.
Family day	Law 1857 of 2017
Work at home	Law 2088 of 2021, Circular 041 of 2020 of the Ministry of Labor.

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Measures to protect employment	Circular 021 of 2020 (in force during the state of health emergency) and complementary of the Ministry of Labor.
Work disconnection	Law 2191 of 2022.

Note: In addition to the previous reference, all those regulations that modify, add or complement them must be considered, including especially those related to the obligations that the employer contractor has at the termination of the employment contract.

2.4.2. OTHER ASPECTS

2.4.2.1. Transport Subsidy

In all contracts under a legal wage and benefit system, the operating personnel of the contractor engaged by an employment contract and with exclusive dedication to the ECOPETROL contract, must be paid a transport subsidy equivalent to **ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-TWO Colombian pesos (\$117,172)** per month or provide transportation from the meeting points to the work site and vice versa, at the discretion of the contractor.

If the contractor decides to provide transportation, the location of meeting points must be reasonable to provide the worker with a means of getting to their job site.

When the contractor provides transportation to its workers, there is no place for the payment of the subsidy. The payment of the subsidy will not proceed either in case of vacation, paid leave, disabilities, and payment of travel expenses.

In any event, the value paid for the transportation subsidy will not be considered in the contribution base income (IBC) for purposes of contributions to the Comprehensive Social Security System, and Parafiscal.


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

This value of **ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-TWO Colombian pesos (\$117,172)** monthly corresponds to the term of 1 January 2022 to 31 December 2022.

Neither the provision of transportation, nor the payment of transportation assistance have salary incidence; however, if the worker earns less than twice (2) the SMLMV, the aid provided for herein must be considered incorporated into the salary for all purposes of settlement of social benefits. Hence, double payment of Transportation Aid is not applicable, that is, that provided for as Legal Transportation Aid, and the one determined herein.

2.4.2.2. Food

In all contracts with a legal wage and benefit system, the operational personnel of the contractor engaged by an employment contract and with exclusive dedication to the ECOPETROL contract,

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must be paid a food allowance in cash equivalent to **FIFTEEN THOUSAND NINE HUNDRED THIRTY-FIVE PESOS MCTE (\$15,935)** per working day, or be supplied with meals at the place of contact performance.

Neither the provision of food, nor the payment of food aid have salary incidence.

ECOPETROL recognizes the contractor, per worker, a food aid, to be paid in cash or in kind, a value that is included in the unit price, offer, AIU or multiplier factor of the contract. ECOPETROL will not recognize additional direct or indirect costs incurred by the contractor to fulfill this obligation.

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


The sum of **FIFTEEN THOUSAND NINE HUNDRED THIRTY-FIVE PESOS MCTE (\$15,935)**, corresponds to the period between 1 January 2022 and 31 December 2022.

2.5. SALARY REGIME AND COLLECTIVE BARGAINING SERVICE CONTRACTS

Through the Memorandum of Agreement – Application of the Conventional Wage and Benefit Regime in Contracted Activities, signed between ECOPETROL and the Union of Workers of the Oil Industry – USO, dated 22 August 2014, it was agreed:

- 1. Specify the scope of the application of salaries and benefits established in the collective agreement that, by virtue of Decree 284 of 1957, Decree 3164 of 2003 and other regulations, are the responsibility of the contractor, in the contracts qualified by ECOPETROL S.A. with collective bargaining salary and benefit system that the Company enters into for the execution of works, projects, and services where there is labor dedicated to contract performance.*
- 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 determined that the independent contractor applies them to its workers in qualified contracts with a collective bargaining salary and benefit system.*
- 3. The scope of this agreement is for collective bargaining operating personnel of the contracts qualified by ECOPETROL S.A. with a collective bargaining wage and benefit system entered into by the Company for the execution of works, projects and services; collective bargaining operational personnel is understood as the worker who occupies a position in the levels and categories of the current ECOPETROL – USO collective bargaining ranking or the one taking its place.*
- 4. ECOPETROL will include this agreement in the terms of reference of the contractor's selection method.*

Listed below are the salaries and benefits set out in numeral 1 of said agreement that, in accordance with the provisions of decrees 284 of 1957 and 3164 of 2003, independent contractors must recognize workers who during the performance of the contract entered into with ECOPETROL, have been contracted with exclusive dedication; the following chapter shall apply for them, in

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addition to the applicable legal regulations, including the pertinent adjustments due to the coming into force of the 2018-2022 Collective Bargaining Agreement.

2.5.1. SALARIES

Contractors must pay the personnel referred to in this chapter and who are engaged by an employment contract that drives from the execution of qualified commercial contracts under collective bargaining salary and benefit system, at least, the salaries provided for in the Table of Operational Salaries of the Collective Bargaining Regime in Activities Contracted by ECOPETROL S.A. (Annex No. 1). This table will be adjusted in accordance with the provisions for the salary increase in articles 120 and 121 of the Collective Bargaining Agreement. For the calculation and payment of salaries, the computations will be made by calendar days.

Normative regulation contained in articles 120 and 121 of the 2018-2022 Collective Bargaining Agreement.

2.5.2. NIGHT SURCHARGE

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

Normative regulation contained in article 112 of the Collective Bargaining Agreement 2018-2022.

2.5.3. UNIONIZED BENEFITS

2.5.3.1. Vacation Bonus

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

Similarly, it must be paid proportionally for periods of less than one (1) year to those who at the end of their employment contract are entitled to vacation pay proportional to the time served. This bonus has salary incidence.


Normative regulation contained in article 95 of the Collective Bargaining Agreement 2018-2022.

2.5.3.2. Living quarters bonus

From 1 January 2022 and until 31 December 2022, the sum of **THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED EIGHTY-EIGHT PESOS MCTE (\$313,988)** monthly. This value will be adjusted in accordance with the provisions for the increase in the living quarters allowance in article 69 of the 2018-2022 Collective Bargaining Agreement.

It must be paid monthly in arrears and proportionally to the time served in the respective month. No discounts should be made to workers who are on paid leave, compulsory rest, compensatory, disability or vacation period.

The provision of camps does not exempt the contractor from paying this premium. This bonus has salary incidence.

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Normative regulation contained in article 69 of the Collective Bargaining Agreement of 2018-2022.

2.5.3.3. Collective Bargain bonus

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

This bonus must be paid proportionally to the time served in the respective semester. This bonus has salary incidence.

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

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 in time, at the option of the worker. Workers with two (2) or more years of service, be it continuous or discontinuous for the performance of the same contract, with the same contractor, shall be entitled to this bonus. It will be granted simultaneously with the annual leave caused.

When the worker opts for the recognition of the seniority premium in cash, they will be granted one (1) calendar day to enjoy time for each year of seniority in the performance of the same contract, with the same contractor, in no case exceeding six (6) days. These days in time must be enjoyed in a single opportunity, without splitting it, either together with the annual leave, or on a different date, within the term of one (1) year, since the date of achieving seniority, on which expiration the days will be lost in time. In no case can this time be compensated in cash, that is, they must always be enjoyed in time.

When the worker chooses the option of recognition of the seniority bonus in time, these days cannot be split and must be taken simultaneously with annual leave. There will be a period of one (1) year from its causation to make use of the seniority bonus in time.


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

Normative regulation is found in article 100 of the 2018-2022 Collective Bargaining Agreement.

2.5.3.5. Five-year plan

The contractor will recognize the worker a bonus in cash, with salary incidence, in accordance with the following plan, if he works with the same contractor and in performance of the same contract with ECOPETROL:

Years of seniority, be it continuous or discontinuous	Days of the basic salary earned at the time of completing said seniority
5	5
10	10
15	15
20	20

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25	25
30	30
35	35
40	40
45	45

Normative regulation is found in article 100 of the 2018-2022 Collective Bargaining Agreement.

2.5.3.6. Mountain bonus

The workers of Cristalinas, Río de Oro, Mansoyá Battery, Caño Sur, Bellavista Station, Copey, Santa Rosa, Guamuez, Rubiales, Tumaco, Caño Limón, Toledo, Ayacucho, Porvenir, Vasconia, Retiro, Miraflores, Páramo, Alisales, Orú, Samoré, Banadía, and Herveo, will receive a mountain daily bonus of **SIX THOUSAND THREE HUNDRED AND TWENTY-SIX PESOS (\$6,326)** daily that will apply from 1 January 2022 until 31 December 2022.

As of the year 2019 and for subsequent years of validity of the 2018-2022 Collective Bargaining Agreement, on 1 January of each year, this sum will be increased as per the general CPI, accumulated in the past twelve (12) months on 31 December, over the amount set 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 mountain premium for each day worked. This bonus will have no salary incidence.

Normative regulation is found in article 101 of the 2018-2022 Collective Bargaining Agreement.

2.5.4. Collective Bargaining Regime Conditions Policy.

The provisions of Annex No. 4 of this guide.

2.5.5. OTHER ASPECTS


2.5.5.1. Contribution to General Health Social Security System – Collective Bargaining Regime .

For workers who apply the Table of Operating Salaries of the Collective Bargaining Regime in Activities Contracted by ECOPETROL S.A., of the percentage of legal contribution the worker must assume only point thirty-three percent (0.33%) destined for the Solidarity Fund and Health Guarantee, and the contractor, the remainder.

2.5.5.2. Food

Food subsidy for workers who are subjected to the Table of Operating Salaries of the Collective Bargaining Regime in Activities Contracted by ECOPETROL S.A.

The contractor must supply all workers with food at the place of performance of the contract. In this case, it is not applicable paying the food allowance described below, which reference value is

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that established in the Collective Bargaining Agreement. This is how the bidders must be advised during the selection method, so that said cost is included in the structuring of the economic offer.

In contracts with a collective bargaining regime, food in kind is privileged for workers; however, the contractor company, in accordance with the characteristics of the execution of the contract, can agree with its workers the payment of the food allowance in money, which is daily, in exchange for the supply in kind. This subsidy has no salary incidence in any of the two (2) cases. **The provision in kind and in cash are mutually exclusive.**

Likewise, if the planner of the contract or the contract follow-up official consider that the supply of food is not economically or operationally viable, prior justification, the recognition in money will be authorized by the competent official of ECOPETROL.

Included below is the table to be applied in cases of recognition of food in cash:

Food aid	From 01/01/2022 to 31/12/2022
All areas except Sabana de Torres (daily aid)	\$19,259
Sabana de Torres Workers residing in Sabana de Torres and San Martin per day effectively worked.	\$31.834


In the event of the daily food subsidy, there is no discount on Sundays, holidays, or compensatory breaks. This daily allowance is not generated during leave periods, paid and unpaid permission, disability, or in cases where the worker is paid per diem, as one of its components is food.

On the other hand, the workers of contracting companies of the Cartagena Refinery and the Néstor Pineda Maritime Terminal (TNP) must be granted a daily food subsidy amounting to **NINETEEN THOUSAND TWO HUNDRED AND FIFTY-NINE PESOS MCTE (\$19,259)**. This subsidy will have no salary incidence, and must be recognized in addition to the supply in kind. In addition to the aforementioned subsidy, for the workers on duty at dawn, if food is not provided in kind, it will be compensated in cash with **NINETEEN THOUSAND TWO HUNDRED AND FIFTY-NINE PESOS MCTE (\$19,259)** per day.

2.5.5.3. Transport

As of 1 January 2022, and until 31 December 2022, for the workers covered by this chapter and who are included in the Table of Operating Salaries of the Collective Bargaining Regime in Activities Contracted by ECOPETROL S.A. (Annex No. 1), they must be paid a transport bonus (transport subsidy) of **ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETY-SIX PESOS MCTE (\$115,396)** monthly. This value will be updated in accordance with the provisions for the increase in the transportation bonus (transport subsidy) in article 62 of the 2018-2022 Collective Bargaining Agreement.

When the contractor provides transportation to its workers in kind, this payment shall not apply, that is, in no case will there be a double recognition.

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The bonus (transport subsidy) and transport provision, as established in Chapter VIII of the 2018-2022 Collective Bargaining Agreement, will have no salary incidence for any purpose.

2.5.5.4. Working hours and overtime

2.5.5.4.1. Recognition of Supplementary Work in 48-hour Shifts per week, and Travel Subsidy

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

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

"g) The workers of the La Cira dehydration plant, injection plants 5 and 2 of La Cira, Campo 23 water treatment plant, and Llanito compression plant will be recognized a bonus per trip equivalent to fifty (50) minutes of overtime work, as appropriate.


2.5.5.4.2. Workday Modality

The Contractors, in accordance with 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 maximum legal hours, must establish whether the workday is continuous or divided into two sections and define work schedules.

The criteria that are considered for the establishment of a continuous working day in relation with the activities contracted at ECOPETROL, which are not work conducted in shifts, are:

- a.** The tasks are conducted in operating facilities, and
- b.** Workers consume food in places arranged by the employer, in any of the following situations:
 - Meals are supplied in casinos and/or cafeterias within the operating facilities.
 - Meals are supplied at the work site by arrangement of the employer, or
 - Meals are supplied in restaurants provided, selected, or contracted by the employer.

It is also considered a continuous working day, when the following two (2) premises are met: the contracted activity is conducted in operating facilities and the worker remains at the workplace during the rest period for the consumption of food by order of the employer, even when the worker receives the food subsidy in cash because the supply in kind is not feasible due to logistical or operational considerations, a circumstance that must be defined in the technical specifications of the contract, or authorized by the contract monitoring official.

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In the event of a continuous working day, the time for taking food during the daily working day must be recognized and it is up to the worker to be available to meet the emergency requirements of their employer, because this period is part of his working day; the workers must have reasonable time to satisfy their food needs.

For activities contracted at ECOPETROL that are not performed in shifts, a workday is considered divided into two sections during the day, when any of the criteria given for the continuous day are not met and, therefore, the contractor must determine the schedule noting the interruption, period in which there is no provision of the service and, consequently, it is not recognized in the day.

In the operating areas, when the workday is divided into two sections, the contractor must provide the transportation service for the worker to and during the interruption to the same meeting points defined for entry and departure for the day.

ECOPETROL considers as operating facilities the refineries, the production fields, the hydrocarbon transport stations, and the work areas on the rights of way of the oil pipelines and multi-purpose pipelines.

In the administrative offices, in any event, it is understood that there is a working day divided into two sections, with the effects described for this type of working day. However, it should be clarified that in this case there is no obligation on the part of the contractor to have the transport service available during the interruption.

The administrative offices of ECOPETROL are: Bogota - Offices; ICP; Bucaramanga - Personnel Service Center; Barrancabermeja - Personnel Service Center; Cartagena - Local Attention Center; Neiva - Local Attention Center; Villavicencio - Local Attention Center; Yopal - Local Attention Center; Cúcuta - Local Attention Center; Cali - Offices; Medellín - Personnel Service Center; Pereira - Offices; Barranquilla.


2.5.5.5. Work during compulsory rest

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

If Sunday coincides with another day of paid rest, the worker, if working that day, will be entitled to the surcharge established in the previous paragraph.

The workers may agree with the employer their mandatory day of rest on Saturday or Sunday, which will be recognized in all its aspects as the mandatory institutionalized Sunday rest.

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

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

The worker who works exceptionally on Sundays has the right to a paid compensatory rest or to remuneration in cash, at his/her choice, these two options being mutually exclusive. The worker who usually works on Sundays has the right to paid compensatory rest equivalent to the time worked, without prejudice to the remuneration in cash indicated in previous paragraphs.

In accordance with article 185 of the Substantive Labor Code, it is necessary to give a notice about Sunday work. In the case of regular or permanent work on Sunday, 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 enjoy the Sunday rest. This list will also include the day and hours of compensatory rest.

Note: This numeral applies to operative workers, non-operative workers of the collective bargaining or legal wage and benefit system, provided that the contractor's worker has exclusive dedication to the commercial contract signed between the contractor and ECOPETROL.

2.5.5.6. Union quota

ECOPETROL will ensure that the contracting company discounts the union dues that, in accordance with the law and the statutes of each union organization, its workers must carry out in their capacity as members of said union and the corresponding delivery of said resources to the respective union.


2.6. TRAVEL EXPENSES

The Contractor must recognize the per diems for workers who must travel outside their work base to comply with the purpose of the commercial contract signed with ECOPETROL, in accordance with the provisions of the legal provision contained in article 130 of the Substantive Code of Labor – subrogated by article 17 of Law 50 of 1990.

Travel expenses may be included in the reimbursable expenses, in accordance with the provisions of the commercial contract entered into between the contractor and ECOPETROL.

3. CONTINGENCIES

Not applicable.

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LIST OF VERSIONS

Previous Document			
Version	Date	Old Code and Title	Changes
6	30/01/2015	ECP-DRL-G-001 Guide to Labor Aspects in Activities Contracted by ECOPETROL	<p>Document update:</p> <ul style="list-style-type: none"> - Concepts are updated in the glossary. Numeral (3.1.) is updated insofar as ECOPETROL is a founding member of the Colombia network against child labor. - 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 modified. - The numeral (3.4.11) on Food in the legal regime is added. - Numeral (3.5.1.) on the validity of the collective bargaining regime is modified, develops the Application of the Collective Bargaining Regime in Contracted Activities. - Numeral (3.5.2) on salaries is modified, now developing the Closing and Settlement of collective bargaining regime contracts from the labor point of view. - The following numerals are deleted (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); and (3.5.9). The content of these numerals is found in the ECOPETROL - USO Agreement Minutes of 22 August 2014. - Numeral (3.9.) on working conditions is modified. In the new version, the topic of Public Employment Service and MO Recruitment is developed. - Numeral (3.10), on related documents, is amended, and the Labor Conditions are now developed in that numeral. Clarifying with respect to the conditions for personnel transport, which must be supplied from the meeting points to the work site and vice versa. In numeral (3.11), the related documents are listed, which were previously developed in numeral (3.10).
New Document			
Version	Date	Changes	



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1	07/07/2015	<ul style="list-style-type: none"> - Concepts updated in the glossary. - The entire description of the regulations of Colombian legislation is deleted, and it is summarized by referring to the standard. - The transport and food aids are updated in the legal regime. - The numerals corresponding to the Closing and Settlement of legal and unionized contracts from the labor perspective are eliminated. - The agreement on labor aspects that apply to contracts with the collective bargaining regime is transcribed. - It repeals the "<i>Guide Clauses Policy Conditions Collective Bargaining Regime</i> " ECP-DRL-G-002 with some adjustments and its text is incorporated in this document. - It repeals the "<i>Catalog of Charges</i>" ECP-DRL-T-002 and its text is incorporated herein. The values are updated according to that established in the CCTV ECOPETROL - USE for the second valid year of the Collective Bargaining Agreement. - The documents of "<i>Table of Salary Levels for Contracted Activities Not Inherent in the Oil Industry</i>"ECP-DRL-T-003; "<i>Table of Salary Levels for Technical and Administrative Careers</i>" ECP-DRL-T-004, the "<i>Table of Application Criteria Table of Salary Levels for Technical and Administrative Careers</i>" ECP-DRL-T-005 and "<i>Travel Expense Guide for Contractors</i>" ECP-DRL-G-007. - The obligation to report labor and the ECOPETROL GAB-F-221 Contractor and Subcontractor Labor Report Format are included.
2	15/12/2015	<ul style="list-style-type: none"> - Numeral 3.1 is updated. Human Rights – Labor Standards - The salaries for operative workers of the legal regime are modified and the readjustments for said salaries are detailed. - The requirement of table salaries for supplier workers is eliminated. - The obligation for contracting companies to adopt the regulations on the Public Employment Service is established. - Annex No. 2 of Salaries of Legal Regime for Operative workers is created. - Chapter on related documents and the list of annexes are eliminated, as they are incorporated into the body of the document.
3	12/01/2016	<ul style="list-style-type: none"> - Item 4 of Section 3.3 is included as compared to wage increases for 2016 for workers under the legal regime. - The validity of the food and transportation values for the Legal Regime are modified (Numerals 3.4.2.1. and 3.4.2.2.) - In Annex No. 1 incorporates the position of Crane Load Rigger of more than 30 Tons. - In Annex No. 2 the values are updated with the increments established in Section 3.3. of this guide, and charges approved to date are included in said table.
4	11/07/2016	<ul style="list-style-type: none"> - Numeral 2, Glossary, is modified. - The wording in numerals 3.1 and 3.2 is adjusted. - In numeral 3.4.1., those corresponding to Public Employment Service and Manpower Hiring are listed in the table of standards.



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		<ul style="list-style-type: none"> - In number 3.5., the values of the items corresponding to the period 1 July 2016 to 30 June 2017, are adjusted for contracts with a collective bargaining wage and benefit system. - Numeral 3.7 is eliminated. Public Employment and Labor Contracting Service. - Modifies Annex No. 1, updating the values of the daily basic salaries. - Numeral 3.5.4 on Collective Insurance of Collective Bargaining Regime Conditions is modified and Annex No. 3 on that topic is included. It is clarified that as of 2022, reference is being made to Annex No. 4.
5	20/02/2017	<ul style="list-style-type: none"> - Numeral 3.3., notes 3 and 4 are updated in relation with the Table of Operating Salaries of the Legal Regime and the salary adjustments that apply for the year 2017 - Numeral 3.4.1 is updated in relation with the applicable legal regulations - Numeral 3.4.2.1 on Transportation Assistance is updated - Numeral 3.4.2.2 on Food is updated - Annex No. 2 Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A.
6	12/07/2017	<ul style="list-style-type: none"> - The subcontracting item is included in the glossary - Numeral 3.5.3.2 is updated. Living quarters bonus - Numeral 3.5.3.6 is updated. Mountain site bonus - Numeral 3.5.5.2 is updated. Food - Numeral 3.5.5.3 is updated. Transport - The value of the salaries of Annex No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA - The charges of Annexes No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA and No. 2 Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A.
7	31/01/2018	<ul style="list-style-type: none"> - The glossary is deleted - Relevant concepts included in numeral 2.2 Scope - Numeral 2.3., notes 3 and 4 are updated in relation with the Table of Operating Salaries of the Legal Regime, and the salary adjustments that apply for the year 2018 - Numeral 2.4.1 on night surcharge, Withholding at Source and Expatriates is updated. - Family day is included Law 1857/17 numeral 2.4.1 salaries, social benefits and labor rights - Numeral 2.4.2.1 on Transportation Assistance is updated - Numeral 2.4.2.2 on Food is updated - Annex No. 2 Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A.. and positions approved to date are included in said table.
8	22/10/2018	<ul style="list-style-type: none"> - Items of minutes of agreement, execution and planning of contracts are inserted, to the extent of the budgetary impact and performance of the contract.



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		<ul style="list-style-type: none"> - Numeral 2.3 Salary and Benefit Regime of the Contract - a paragraph is included for the identification of activities inherent in the purpose and scope of the contract. - Inclusion of a rule for calculating the minimum salary of Non-Operating workers for the collective bargaining regime. - Numeral 2.4.1 Wages, Social Benefits, and Labor Rights, inclusion of Decree 1273 of 2018, withholding and contributions from independent workers - Numeral 2.5.3.2 is updated. Living quarters allowance - Numeral 2.5.3.6 is updated. Mountain site bonus - Numeral 2.5.5.2 is updated. Food - Numeral 2.5.5.3 is updated. Transport - The value of the salaries of Annex No. 1. is updated Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA - The wording of numeral 2.5.5.6 Trade Union Quota is adjusted.
9	21/01/2019	<ul style="list-style-type: none"> - Excludes Annex No. 3. Collective Bargaining Regime Conditions Policy. It is clarified that as of 2022, reference is being made to Annex No. 4. - Numeral 2.4.2.1 Transport Subsidy is updated - Numeral 2.4.2.2 Food is updated - Numeral 2.5.3.2 is updated. Living quarters allowance - Numeral 2.5.3.6 is updated. Mountain site bonus - Numeral 2.5.5.2 is updated. Food - Numeral 2.5.5.3 is updated. Transport - The value of the salaries of Annex No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA and includes positions approved to date in said table. - The value of the salaries of Annex No. 2. Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. and includes positions approved to date in said table.
10	14/01/2020	<ul style="list-style-type: none"> - Numeral 2.1 Human Rights - labor standards is updated. - Numeral 2.4.2.1 Transport Subsidy is updated - Numeral 2.4.2.2 Food is updated - Numeral 2.5.3.2 is updated. Living quarters allowance - Numeral 2.5.3.6 is updated. Mountain site bonus - Numeral 2.5.5.2 is updated. Food - Numeral 2.5.5.3 is updated. Transport - The value of the salaries of Annex No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA and includes positions approved to date in said table. - The value of the salaries of Annex No. 2. Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. and includes positions approved to date in said table. - Annex 3 is included. Conditions Policy Collective Bargaining Regime in the body of the document. It is clarified that as of 2022, reference is being made to Annex No. 4.



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11	17/01/2020	<ul style="list-style-type: none"> - The crane truck driver/operator position is eliminated in Exhibit 1 and Exhibit 2.
12	25/01/2021	<ul style="list-style-type: none"> - Numeral 2.1 Human Rights - labor standards is updated. - From 1 January 2021 and only in the case of drivers of suppliers of ECOPETROL contractors, who are engaged by employment contract and who have exclusive dedication to the commercial contract executed between the contractor and ECOPETROL, the following shall apply: i) the salaries established in Annex 2 of this guide, and ii) the food and transport aid of the legal regime. - Numeral 2.4.2.1 Transport Subsidy is updated - Numeral 2.4.2.2 Food is updated - Numeral 2.5.3.2 is updated. Living quarters allowance - Numeral 2.5.3.6 is updated. Mountain site bonus - Numeral 2.5.5.2 is updated. Food - Numeral 2.5.5.3 is updated. Transport - The value of the salaries of Annex No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA and includes positions approved to date in said table. - The charges of Annex No. 1 Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA: Administrative Assistant, Road Assistant or marker, Traffic Controller/Marker, Time Keeper, Light Vehicle Driver, Minutes Assistant, Logistics Assistant, Land Assistant, Trunk Venting Assistant, Cleaning Foreman of Industrial Areas, Transportation Foreman - seismic, office clerk, Grass Cutting Technical Assistant, Camp Chief, Tractor Operator, Forestry Technician, Detectorist. - The value of the salaries of Annex No. 2. Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. and includes positions approved to date in said table. - The value of numeral 3.1 Aid for outpatient treatment outside the workplace, of Annex No. 3. is updated. Collective Bargaining Regime Conditions Policy. It is clarified that as of 2022, reference is being made to Annex No. 4.
13	26/01/2022	<ul style="list-style-type: none"> - Update derived from the evolutionary model of contract management. - Updating of numeral 2.1 human rights – labor standards. - Updating of regulations on wages, benefits, and labor rights. - Numeral 2.4.2.1 Transport Subsidy is updated - Numeral 2.4.2.2 Food is updated - Numeral 2.5.3.2 is updated. Living quarters allowance - Numeral 2.5.3.6 is updated. Mountain site bonus - Numeral 2.5.5.2 is updated. Food - Numeral 2.5.5.3 is updated. Transport - The value of the salaries of Annex No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA and includes positions approved to date in said table.

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		<ul style="list-style-type: none"> - The value of the salaries of Annex No. 2. Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A. and includes positions approved to date in said table. - The value of numeral 3.1 Aid for outpatient treatment outside the workplace, of Annex No. 4. Collective Bargaining Regime Conditions Policy. - Inclusion of the Table of Operating Salaries of the Legal Regime for Activities Contracted by Ecopetrol S.A. for Campo Rubiales and Caño Sur as Annex No. 3 of the Guide to Labor Aspects in Contracted Activities. - (iv) Annex No. 3 called the Collective Bargaining Regime Conditions Policy becomes Annex No. 4 of the Guide to Labor Aspects in Contracted Activities. - Inclusion of the general guidelines and best practices on inclusive labor relations in contracted activities as Annex No. 5 of the Guide to Labor Aspects in Contracted Activities.
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For further information on this document, refer to the issuer, on behalf of the responsible division:
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ANNEX No. 1. Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by ECOPETROL SA

LEVEL A		LEVEL B		LEVEL C		LEVEL D			LEVEL E	
1	2	3	4	5	6	7	8	9	10	11
\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
Plant Operator in Training (No experience)	Plant Operator trainee (With 1 year of experience)	Sample taker	Oilers		Plant Operator			Combustion Technician		
			PML Analyst (Mud Upgrading Plant)	PML Operator (Mud Upgrading Plant)	Facilities Maintenance Technician					
		Workover patio hand	Polymer Preparation Assistant	Roughneck	Subsurface Tool Maintainer	Well testing operator	Derrickman			Workover Machinist
		Well Testing Assistant		Drilling Assistant (Fast Moving Equipment)	Well Firefighter		Drilling Assistant (Fast Moving Equipment)			
				Flush By Assistant						Flush By Operator



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1	2	3	4	5	6	7	8	9	10	11
\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
					Polymer Injection Operation and Monitoring Technician			Hydrocarbon and Water Analyst		
							Pump Tank Operator			
	Driller – Seismic	Materials Assistant or Warehouseman	Casablanca Foreman	Casablanca Supervisor - Seismic						
	Trigger Helper		Rig Foreman – Seismic	Rig Supervisor - Seismic		Stimulation and/or Fracture Operator				
			Trigger	Topotrocha Foreman						
			Well charger	Datain						
	Chainsaw operator	Compressor	Line checker	Line Mechanic - Seismic						



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1	2	3	4	5	6	7	8	9	10	11
\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
		operator – Seismic								
Cable Repair Assistant	Repair assistant cables >1 year of experience		Seismic Cable Repairman	Explosives Coordinator						
		Loadmaster	Radio Operator							
	Camp Assistant	Camper Seismic								
		Navigator – Seismic	Prism holder							
			Mechanical technical assistant	Grinder	Mechanical Technician	Lineman		Mechanic 1		Mechanic 1
			Electricity technical assistant		Technician Electrical			Electrician 1		Electrician 1
			Instrumentation Technical Assistant		Instrumentalist Technician			Instrumentalist 1		1st Instrumentalist
			Technical Assistant					Conveyor Mechanic		



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1	2	3	4	5	6	7	8	9	10	11
\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
			Subsurface Pump Workshop							
								Conveyor Instrumentalist		
			Surface Facilities Operator	Technician for Taking Well Parameters and Production Facilities Operation						
			Dynagrams and Fluid Level Technical Assistant	Level Logging and Dynagrams Technician						
	Assembler							Field Mechanic		
			Metal welding technical assistant			Mechanical rigger		Metal Welder 1		Metal Welder 1a



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1	2	3	4	5	6	7	8	9	10	11
\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
			Piping technical assistant			Scaffolder		Pipe fitter 1		Pipe fitter 1a
			Welding technical assistant					Conveyor Metal Worker		
			Beveler					Conveyor Welder		
								Welder 1		Welder 1a
								Casing welder		Argon welder
								Fire-fighting Systems Operator		
		Sailor Operator	Boat Master / Coastal Biker	Sailor Cook (Large Vessels)	Machinist (Large Vessels)					Diving supervisor
		Sailor			Second line Diver			Industrial Diver		Boatswain
		Cook Sailor (Small Vessels)			Engine Sailor					Boat master



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1	2	3	4	5	6	7	8	9	10	11
\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
		Helmsman Sailor			Mechanic (Large Vessels)					Propulsion Mechanic (Large Vessels)
		Waiter Sailor								
			Masonry technical assistant	Mason	Civil Works Official	Civil Works Master				
			Civil Works Assistant	Plumber						
			Paint Helper	Painter	Sandblating painter					
	Hopper Operator		Carpenter		Shot blaster	Bender				
			Materials Assistant II	Warehouse -keeper		Materials Assistant I		Aligner - Pipe Handler		
			Chainman	Thermal insulator		Bricklayer		Launching bricklayer		
	Frog, jar, chapola operator	Unloading operator	QA/QC Assistant		Driver of vehicle of more than 3 Ton	Winch Operator	Man Lift Bobcat Operator	Crane operator up to 30 Ton	Crane operator up to 70 Ton.	Crane operator greater than 70 Ton.



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\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
	Equipment operator (power plant, motor-driven hydro-washer, electro-pump)	Rescuer / First Responder - Ambulance Driver		Auxiliary Nurse	Dump truck and truck driver		Wheeled Backhoe Operator	Caterpillar Backhoe Operator	Motor Grader Operator	
Operation Support Officer	Operation Support Officer (> 1 year experience)	Pneumatic Pump Operator			Vibro Compactor Operator up to 5 tons	Operator Vibro Compactor Greater than 5 tons	Forklift Operator	Piling Machine Operator		
Boatman's Assistant	Boatman			Wells inspector	Concrete mixer operator	Vacuum truck operator	Loader operator	Gas Plant Operator		
Worker	Worker with more than 1-year experience		Centrifugation Equipment Operator		Bow Tie Bobcat or Backhoe Operator		Truck Tractor Operator	Operator / Driver of Truck Tractor with Articulated Boom	Bulldozer operator	Hardband operator



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\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
Patio had	Patio hand with more than 1-year experience		Crane load rigger up to 30 tons	Civil Works Machinery Controller	Finisher operator	Crane load rigger over 30 tons	Drilling rig operator involving handling of explosives	Pipe Welder Operator		
			Motor Vehicle / Machinery Mechanic	Variators Operator or Basic Maintenance Operator of well headers II	Vacuum Lift Operator	Variator operator or basic maintenance operator of wellheader I	Low boy or flat bed truck tractor operator	Side boom Operator		
			Compressor Operator	Field Supervisor						
	Vacuum Truck Helper		Boiler Operator							
			Technical Assistant		Operator Technician			Electromechanical 1		
										Operator and Maintainer



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\$77,340	\$81,207	\$86,494	\$90,820	\$95,366	\$100,139	\$106,756	\$112,931	\$121,146	\$128,149	\$135,558
										of Control Room - Loading Trucks - Semi-Gantry Crane (Cartagena Refinery)
				Maintenance Technician						
	Loading and Unloading Assistant			Loading and Unloading Operational Technician	Tanker Trucks Loading and Unloading Operator					
				Electric Line Assistant		Electric Line Operator				
			Inspection Technical Assistant		Inspection Technician			Inspection Technician 1		Inspection Technician 1A
				Slick Line Assistant		Slick Line Operator				



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		Environmental Technician	Patio hand							
			Spooler Operator							
					Inspection and Operational Control Analyst					
				Cementing Assistant	Cementation Operator					
				Pumping Assistant/Technician	Pumping and Nitrogen Operator					
				Commissioning Technical Assistant (First Job)	Coiled Tubing Operator (Basic)			Commissioning Technician 1		Commissioning Technician 1A
				Right of way inspector						
				Water technician						


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Note: The above salaries apply as of 1 January 2022.

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ANNEX No. 2. Table of Operating Salaries of the Legal Regime for Activities Contracted by ECOPETROL S.A.

Role	Level	Basic Daily Salary
Call Center Agent - Bilingual Call Center Agent	4	\$ 63,028
Scaffolder	2	\$ 51,063
Crane Rigger / Load Rigger / Lifting Equipment Rigger	2	\$ 51,063
Central Security Support	4	\$ 63,028
Administrative Agent	2	\$ 51,063
File Assistant	2	\$ 51,063
Cleaning and Cafeteria Assistant	1	\$ 38,281
Platform Assistance Assistant	1	\$ 38,281
Collection Center Assistant	1	\$ 38,281
Kitchen assistant	1	\$ 38,281
Correspondence Clerk	2	\$ 51,063
Drugstore Clerk	1	\$ 38,281
Auxiliary Nurse	2	\$ 51,063
Dental Assistant Nurse	2	\$ 51,063
Photocopying Assistant	1	\$ 38,281
Inventory Assistant	1	\$ 38,281
Laboratory Material Washing Assistant	1	\$ 38,281
Automotive Mechanics Assistant	1	\$ 38,281
Sampling Assistant	1	\$ 38,281
Fumigator's Assistant	1	\$ 38,281
Mechanical Assistant	4	\$ 63,028
Auxiliary Worker	1	\$ 38,281
Camp Assistant	1	\$ 38,281
Loading and Unloading Helper (Inexperienced)	2	\$ 51,063
Electricity Technician Assistant	4	\$ 63,028
Welding Technician Assistant	4	\$ 63,028
Chainman	2	\$ 51,063
Waiter	1	\$ 38,281
Emergency Care Foreman	4	\$ 63,028
Stretcher-bearer	1	\$ 38,281
Green Zone Foreman	4	\$ 63,028
Chef / Kitchen Head	4	\$ 63,028

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Cook	2	\$ 51,063
Ambulance Driver	2	\$ 51,063
Driver of Flat-bed truck with Hydraulic Boom / with Hydraulic Arm / Extendable / Header	4	\$ 63,028
Low Bed / Special Low Bed Truck Driver	4	\$ 63,028
Winche truck / truck tractor / Dump truck Driver	4	\$ 63,028
Light Cargo Driver	2	\$ 51,063
Foodtruck Driver	1	\$ 38,281
Passenger Car/Van Driver	2	\$ 51,063
Boatswain	5	\$ 89.370
Dispatcher	4	\$ 63,028
Detonator	2	\$ 51,063
Technical Draftsman	5	\$ 89.370
Electrician	5	\$ 89.370
Mechanical Specialist	5	\$ 89.370
Variator Specialist	5	\$ 89.370
Fumigator	1	\$ 38,281
Waste Handler	2	\$ 51,063
Reaper	1	\$ 38,281
Instrumentalist	5	\$ 89.370
Gardener	1	\$ 38,281
Washerman	1	\$ 38,281
Car washer	1	\$ 38,281
Machinist	4	\$ 63,028
Civil Works Master	5	\$ 89.370
River Sailor	4	\$ 63,028
Automotive mechanic	2	\$ 51,063
Motorized Messenger	1	\$ 38,281
Waiter	1	\$ 38,281
Worker	1	\$ 38,281
Decontamination Worker (For Malicious Act)	1	\$ 38,281
Construction Worker / Official Assistant / Civil Works Assistant (basic interpretation of plans and technical standards, mathematical calculations, general knowledge of equipment/machines/tools of their trade)	2	\$ 51,063
Broth preparation worker	1	\$ 38,281
Construction Official / Mason	4	\$ 63,028



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**SUPPLY MANAGEMENT
MANAGEMENT OF SUPPLY**

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**Prepared
26/01/2022**


Version: 13

Civil Works Official	4	\$ 63,028
Gauger Operator	4	\$ 63,028
Bulldozer operator	5	\$ 89.370
Bicycle rental and maintenance operator	1	\$ 38,281
Low Bed or Flat Bed Truck Operator	4	\$ 63,028
Truck Operator with Hydraulic Arm with Basket	4	\$ 63,028
Suction Truck / Vacuum Truck (Tanker Truck) Operator	4	\$ 63,028
Loader Operator / 10 Ton Loader	2	\$ 51,063
Basket Car Operator	2	\$ 51,063
Winch Operator	4	\$ 63,028
Unloading Operator	2	\$ 51,063
Tanker Truck Traffic and Queuing Turn Control Operator	2	\$ 51,063
Telescopic Crane Operator	5	\$ 89.370
Crane Operator up to 50 Ton	5	\$ 89.370
Crane Operator up to 90 Ton	5	\$ 89.370
Crane Operator up to 120 Ton	5	\$ 89.370
Manlift Operator	2	\$ 51,063
Heavy Machinery Operator (Backhoe, Motor Grader, etc.)	5	\$ 89.370
Forklift Operator capacity 7 Ton	2	\$ 51,063
Bow Tie Backhoe Operator	4	\$ 63,028
Potable Water Treatment Plant Operator	2	\$ 51,063
Truck Tractor Operator	4	\$ 63,028
Heavy Vehicle Operator for load mobilization	4	\$ 63,028
Compactor Vehicle Operator	4	\$ 63,028
Tank Truck Loading and Unloading Verification Operator	4	\$ 63,028
Vibro Compactor Operator	4	\$ 63,028
Gardening and Green Areas Operator	1	\$ 38,281
Metal Welder	5	\$ 89.370
Industrial Area Metal Welder	2	\$ 51,063
Pilot	5	\$ 89.370
Boat Pilot	5	\$ 89.370
Nautical Pilot	2	\$ 51,063
Plumber	2	\$ 51,063
Painter	2	\$ 51,063
Town Crier/Spokesman	1	\$ 38,281

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Receptionist	1	\$ 38,281
Line and brush-cutting inspector	1	\$ 38,281
Pharmacy regent	4	\$ 63,028
Rescuer	5	\$ 89.370
Road Marker	1	\$ 38,281
Welder	5	\$ 89.370
Inspection Technician (Vehicles for Loading and Unloading Tank Trucks / Monitoring and Inspection of Lines)	5	\$ 89.370
Support and Accompaniment Technician (First Job - No Experience)	4	\$ 63,028
Electrical Technician	4	\$ 63,028
Electro Mechanical Technician	4	\$ 63,028
Graphic Design Technician	4	\$ 63,028
Social Management Technician	4	\$ 63,028
Maintenance of Equipment and Fire Fighting Systems Technician	5	\$ 89.370
Advertising, Communications and/or Marketing Technician in	4	\$ 63,028
Refrigeration Technician	5	\$ 89.370
Support and Emergency Attention Technician	5	\$ 89.370
Installation Technician	2	\$ 51,063
Mechanical Technician	4	\$ 63,028
Central Security Operator Technician	5	\$ 89.370
Pre-Hospital Care Technologist	2	\$ 51,063
Seller (ECOPETROL Store)	1	\$ 38,281
Area Verifier / Expert	1	\$ 38,281
Mobile Surveillance	4	\$ 63,028
Security Guard	3	\$ 57,345

Note: The above salaries apply as of 1 January 2022.


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ANNEX No. 3. Operating Salaries of the Legal Regime for Activities Contracted by Ecopetrol S.A. for the Rubiales and Caño Sur 2022 Fields

Role	Basic Daily Salary
Warehouse-keeper	\$ 62,660
Housekeeper	\$ 47,930
Crane Rigger	\$ 52,737
Administrative Agent	Annex 2 - Level 2
File Assistant	Annex 2 - Level 2
Cleaning Assistant	\$ 47,930
Platform Assistance Assistant	Annex 2 - Level 1
Kitchen Assistant / Portioner	\$ 47,930
Auxiliary Nurse	\$ 52,737
Pipe Inspection Assistant	\$ 52,737
Automotive Mechanics Assistant	\$ 47,930
Sampling Assistant	\$ 47,930
Operating Assistant	\$ 47,930
Civil Works Assistant / Civil Works Worker (basic interpretation of plans and technical standards, mathematical calculations, general knowledge of equipment/machines/tools of their trade)	\$ 52,737
Inspection Assistant	\$ 52,737
Mechanic Technical Assistant	\$ 62,660
Refrigeration Technical Assistant	\$ 62,660
Electrician Technical Assistant	Annex 2 - Level 4
Chainman	\$ 52,737
Waiter	\$ 47,930
Green Zone Foreman	Annex 2 - Level 4
Chef	Annex 2 - Level 4
Cook / Baker	\$ 52,737
Ambulance Driver	\$ 52.737
Passenger Vehicle Driver	\$ 52.737
Dump truck driver / double truck / truck tractor / low-bed and flat-bed trucks	Annex 2 - Level 4
Lunch Truck Driver	\$ 47,930
Stylist	\$ 47,930
Fumigator	\$ 47,930
Reaper	\$ 52.737
Pipe Inspector	\$ 62,660
Gardener	\$ 47,930


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Car washer	\$ 47,930
Dishwasher	\$ 47,930
Laundryman	\$ 47,930
Civil Works Master	Annex 2 - Level 5
Automotive mechanic	\$ 52.737
Waiter	\$ 47,930
Green Zone Worker	\$ 47,930
Worker	\$ 47,930
Civil Works Official	Annex 2 - Level 4
Loader Operator / 10 Ton Loader	Annex 2 - Level 2
Suction Truck Operator / Vacuum Truck (Tanker Truck)	Annex 2 - Level 4
ManLift Operator	Annex 2 - Level 2
Heavy Machinery Operator (Backhoe, Motor Grader, etc.)	Annex 2 - Level 5
Forklift / Winch truck Operator	\$ 77,183
Bow Tie Backhoe Operator	Annex 2 - Level 4
Backhoe, Bulldozer Operator	Annex 2 - Level 5
Vibrocompactor Operator	Annex 2 - Level 4
Crane Operator 120 Ton	Annex 2 - Level 5
Crane Operator 50 Ton	Annex 2 - Level 5
Crane Operator 90 Ton	Annex 2 - Level 5
Road flagmen/marker	\$ 47,930
Plumber	\$ 52.737
Town Crier /Spokesman	\$ 47,930
Welder II - Metal Welder	Annex 2 - Level 5
Camp Technician	\$ 52.737
Comprehensive Camp Technician	\$ 62,660
Electric technician	\$ 77,183
Electro Mechanical Technician	\$ 77,183
Equipment Maintenance and Fire Fighting Systems Technician	Annex 2 - Level 5
Refrigeration Technician	Annex 2 - Level 5
Power Generation Technician I	\$ 94,863
Electric Generation Technician II	\$ 77,183
Electrical Generation Technician III	\$ 62,660
Instrumentalist Technician	Annex 2 - Level 5
Mechanical Technician	\$ 77,183
Central Security Operator Technician	Annex 2 - Level 5
Security Guard	Annex 2 - Level 5

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Notes: for their application, the following must be considered:

- 1.** Applies only to Campo Rubiales and Caño Sur, for operational workers under Legal Regime contracts and for Cleaning workers; Feeding; Road Traffic Control (road signaling); Administrative management; Real estate management; Logistics; Transport of Personnel, Goods/Things, and Surveillance in Collective Bargaining Regime Contracts, which have exclusive dedication to the commercial contract entered into between the contractor and ECOPETROL.
- 2.** Since 1 January 2021 and only in the case of drivers of ECOPETROL contractor suppliers, who are engaged by employment contract and who have exclusive dedication to the commercial contract entered into between the contractor and ECOPETROL, the following shall apply: i) the salaries established in Annex No. 2 of the Guide on Labor Aspects in Activities Contracted by Ecopetrol, and ii) the food and transport aids of the legal regime of the same guide.
- 3.** The personnel social benefits will be those set out in the Substantive Labor Code.
- 4.** If homologation of charges is required at the time of planning the contract, it must be requested by the planner(s) and if required during the term of execution of the contract, it must be requested by the contractor through the contract monitoring officials, according to their roles. The request must be sent to the mailbox: actualidad.laboral@ecopetrol.com.co

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ANNEX No. 4. Conditions Policy Collective Bargaining Regime

The purpose of the Collective Bargaining Regime Conditions Policy is to cover the economic benefits contained in the current Collective Bargaining Agreement signed between ECOPETROL and the Workers Union "USO" , in terms of comprehensive social security, which exceed the provisions of Law 100 of 1993, and complementary norms, and the recognition will only operate if there is a difference between the collective agreement and the law.

This policy requires the contractor that is bound to pay wages and benefits under the collective bargaining regime of ECOPETROL, to the operative workers subject to the Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by Ecopetrol S.A., who are engaged by an employment contract with exclusive dedication to the commercial contract entered into between the contractor and ECOPETROL.

The affiliation of the workers must be conducted in accordance with the salary indicated in the Table of Operating Salaries of the Collective Bargaining Regime for Activities Contracted by Ecopetrol S.A.; however, to ensure the due recognition of protections to the policy beneficiaries beneficiary personnel of the policy, contractors must report on time to the insurer any personnel news that arise during contract, especially those related to wage news and hiring or dismissal of personnel.

The following is the text of the clause that will be issued by the insurance company.

Coverage and exclusions


The xxx-insurance company, which for all purposes of this contract will be called "The Company", pursuant to the declarations of the Ecopetrol SA contractor, policyholder, which are incorporated into this contract for all its effects, undertakes to pay up to the corresponding sum insured for each coverage, for the claims that are configured in accordance with the coverage granted herein.

The protections established in the title page of this policy are granted to all current and new workers who are employed by the contractor of Ecopetrol S.A. and who benefit from the collective bargaining wage and benefits system set out by the latter, as long as they have exclusive dedication to the commercial contract entered into between the contractor and Ecopetrol S.A. and that have been reported to the insurer within the terms stipulated in the clauses of this policy.

The coverage of 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 current Collective Bargaining Agreement subscribed to between Ecopetrol S.A. and Union Sindical Obrera "USO" (CCTV), in terms of social security and corresponding to the coverage set out in this policy.

Coverage

- Aid for outpatient treatment outside the workplace. (Art. 36 CCTV).
- Temporary disability due to work accident or occupational disease. (Art. 38 CCTV).
- Temporary disability due to non-work accident or non-professional illness. (Art. 39 CCTV).
- Temporary disability due to an accident occurring in vehicles other than those of the contractor or contracted by it. (Art. 83 CCTV paragraph 2).

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- Additional life insurance for children under 18, or disabled. (CCTV Art.98).
- Burial expenses. (Art. 103 CCTV).
- Ordinary life insurance. (Art. 104 CCTV).
- Additional insurance against all kinds of accidents. (Art.105 CCTV).

Definition of Amparos

3.1 Aid for outpatient treatment outside the workplace. (Art. 36 CCTV)

When the EPS does not have professionals, equipment or specialized means for the diagnosis and treatment of workers, it shall refer them to institutions or specialists in its health service network. In the event that said service has to be provided in a place other than the workplace, the Company will provide the worker with the round-trip tickets, and an illness allowance without salary incidence, under any of the following two modalities, at the discretion of the employee:

- The Company is responsible for the hotel and breakfast cost and gives the worker a sum equivalent to 15% of one (1) MMLS.
- Give the worker in cash \$ 248,799 (two hundred and forty-eight thousand seven hundred and ninety-nine pesos) daily, without salary incidence.


When only one day is required for the provision of the service and for the day of returning to their base, the Company will pay \$105,740 (one hundred and five thousand seven hundred and forty pesos), without salary incidence.

In the event of proven serious illness during the worker's vacation or on his day off and while the impossibility of returning to the headquarters persists, medical assistance will be granted for outpatient treatment, without salary incidence, equivalent to a value of \$ 248,799 (two hundred and forty-eight thousand seven hundred and ninety-nine pesos) per day; as long as the emergency occurs in a place other than the place where the family lives and the company is advised within 48 hours of its occurrence.

When personnel who work in Cantagallo and reside in Cantagallo or Puerto Wilches have to travel to Barrancabermeja for medical appointments, laboratory tests, and dental appointments, a daily sum of \$248,799 (two hundred and forty eight thousand seven hundred and ninety and nine pesos), without wage incidence, if having to spend the night in Barrancabermeja; if returning on the same day, the sum of \$105,740 (one hundred and five thousand seven hundred and forty 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 set forth in this article shall apply as of 1 July 2018. Starting in 2019, and for the following valid years of the bargaining agreement, as of 1 January each year, this sum will be increased as per the PCI for the entertainment/recreation sector, accrued in the past 12 months as of 31 December, over the fixed sum of the immediately preceding year.

Paragraph 2.- When, in the opinion of the business and/or the company there are doubts regarding the diagnosis or medical treatment of the worker, the latter may be referred by the business and/or the company to a private doctor or specialist; in any event, the business and/or

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the company must exhaust all the procedures enshrined in the current legislation or resort to the pertinent jurisdiction or authority. (Article 37 of the CCT)

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

Workers who suffer accidents at work or professional illness will receive, while the disability persists, payment of 100% of the basic monthly salary, in any case having to exhaust the terms and requirements of the procedure for qualification of loss of working capacity.

Temporary disability due to non-work accident or non-professional illness. (Art. 39 CCTV).

In addition to the protection granted by the General System of Social Security in Health (SGSSS), the company will recognize the insured worker the temporary disabilities derived from a non-work accident or non-professional illness, that is, due to common risk, as follows:

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

If the worker's disability persists, the Company will recognize a maximum legal monthly minimum wage until day five hundred and forty (540) of disability, provided that there is a favorable possibility of rehabilitation, and by virtue of the employee taking the steps necessary with the pension administrator to which they are affiliated, if the pension administrator has postponed the process of qualification of lossy working capacity. In any event, the economic recognition of the disability will cease when the the competent entity determines that the worker has lost working capacity thus generating the recognition of a disability pension or if an old-age pension has been recognized by the General Pension System.

Additional life insurance for children under 18 or disabled (Art. 98 CCTV).

When a worker dies while working for the Company, and at the time of death has children under 18 years of age, disabled, or with physical or cognitive disabilities, according to the valuation with the respective loss of work capacity table, the Company shall recognize a additional life insurance payable in the manner provided for by law, which consists in four (4) months of ordinary salary for each of these children.


Funeral assistance (Art.103 CCTV)

The company shall recognize to the beneficiaries the burial expenses of the insured worker for a value equivalent to four (4) basic salaries at the time of his death, less the value legally recognized by the social security system.

Ordinary life insurance. (Art. 104 CCTV)

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

- For common origin: one (1) month's salary for each year of continuous or discontinuous services, settled in the same way as the unemployment benefit, with the value of the insurance not being less than twelve (12) months' salary in any event, nor to exceed fifty-two (52) times the monthly collective bargaining minimum wage.

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- Due to professional origin: if the death of the worker occurs due to a work-related accident or occupational disease, the value of the insurance will double that provided for in the previous paragraph, but not exceeding, in any event, one hundred four (104) times the collective bargaining monthly minimum wage.

Paragraph: For purposes of granting the above coverage, the policyholder is bound to provide the company with the certificate of fitness to work and the completed insurability form, for each worker who is to be insured. The validity of this coverage for each worker starts once this requirement has been met.

Temporary disability due to an accident occurring in vehicles other than those of the contractor or contracted by it. (Art. 83 CCTV Paragraph 2).

Workers who suffer accidents on the way and the time required to arrive and return from work or home, and who are transported in vehicles other than those owned by the Company or hired by it, will receive the following treatment:

They will be paid their entire salary for a term of twenty (20) months, since the date of the accident; from threon and while 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 policyholders the value of the contribution that they must make to the health services promotion entity (EPS) for the insured worker for up to 20 months from the date of the accident.

Paragraph 1: The settlement of the temporary incapacity will be made based on the salary of the month preceding the start of such disability period.

Paragraph 2: As of day 181, the indemnities so covered will be paid as long as the insured worker has not been declared disabled.

Paragraph 3: This protection covers the insured workers as per the above conditions, up to one (1) hour before entering work and one (1) hour after leaving the same, provided that they have not ingested intoxicating beverages.


Additional insurance against all kinds of accidents. (Art 105 CCTV).

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

- Protection around the world
- Twenty-four (24) hours a day in any workplace, family, sports, or social setting.
- Covers sea, river, air, and land travel.

As to the origin of the coverage throughout the world, the insured must give prior notice to the Company about the trip destination.

The additional insurance against all kinds of accidents includes:

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Breadth of Coverage

Additionally, and, notwithstanding that defined in the clauses of this policy as accident, work accident, and disability, for the purposes of the entire coverage in article 105 of the Collective Bargaining Agreement, bodily accidents are covered, be it professional origin or common risk, such as those caused by:

- Attempted rescue of people or property.
- Injuries, burns, cuts, and punctures.
- Electrical discharges, including lightning.
- Animal bites, and rabies cases.
- Suffocation by immersion.
- Suffocation by inhalation of gases or vapors.
- Blood poisoning for any cause.
- Accidents in sports, at large, athletic, or acrobatic activities.
- Suicides.
- Intoxication from any cause.
- Quarrels, even if caused by the same worker.

Special indemnity.

If the worker dies while performing a company mission and is found on board an aircraft that, due to its nature, the insurance company cannot provide flight insurance coverage, for example, air force aircraft from any country, helicopters or private vessels, the company will pay the beneficiaries an amount equivalent to that payable for an air accident in a commercial company legally established for such purposes.

Hence, it must be interpreted that the amount of compensation generated in the case of an air accident in a legally established commercial company corresponds to the provisions of article 105 of the CCTV, that is, twenty-five (25) monthly salary payments. basic of the worker at the date of death.

Accidental death (Compensation-deaths)


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

Violent death due to third party activities (Indemnity-deaths)

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

Exclusions applicable to article 105 CCTV

Accidents that are a direct or indirect consequence of illnesses such as epilepsy, stroke, hernia, ruptured aneurysms, varicose veins, lesions resulting from surgical interventions, or treatments not caused by the accident will not be covered.

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Paragraph. In cases in which the Company does not provide the transportation service to its workers, the Insurance referred to in this article will be up to twenty-four (24) monthly payments of the basic salary in accordance with the table and modality mentioned in this article, when the accident occurs during mobilization of the workers from their home to their place of work and vice versa.

General clauses

4.1 Definitions

- a. Accident:** For the purposes of this policy, an accident is understood as any event that is unforeseen, external, violent, visible, sudden, and not dependent of the insured worker's will, which affects his physical integrity with any of the losses, bodily injuries or functional disturbances set out in this insurance, which are verifiable by medical examination.
- b. Work related accident:** Sudden event derived from or related to work, causing a bodily injury, functional perturbation, disability, or death of an employee.


An occupational accident is also one that occurs during the execution of the employer's orders, or during the execution of work under his authority, even outside the place and hours of work.

Similarly, an accident at work is one occurring during the transfer of workers from their home to their place of work or vice versa, when the transport is provided by the employer.


According to article 83 of the CCTV, the following are also considered work accidents:

- Those suffered by workers on the journey and the time required to get to work or to return from it to their home, provided that the transport is provided in company vehicles or hired by it.
 - Those that are caused by company vehicles or contracted by it, to workers who are traveling from their starting point to work or returning from it to the starting point during working hours.
 - Accidents occurring within the company's facilities, at the entrance, and at the exit of work.
- c. Beneficiaries:** Beneficiaries shall be understood as those set out by law in accordance with the provisions of current labor regulations.
 - d. Professional disease (occupational):** It is any permanent or temporary pathological condition that occurs as a forced and direct 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 cases where a disease does not appear in the table of occupational diseases, but the causal relationship with occupational risk factors is demonstrated, it will be recognized as an occupational disease.

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- e. Partial permanent disability:** The insured worker who, because of an accident, presents a definitive decrease, equal to or greater than 5%, but less than 50% of his working capacity, for which he has been hired or trained, is considered partially permanently disabled. The qualification of the loss of work capacity must be determined in accordance with current regulations.
- f. Temporary disability:** Temporary disability is understood as that which, according to the acute symptoms of the illness or lesion presented by the insured worker, prevents him from performing his work capacity for a given time.
- g. Total inability (disability):** For all purposes of this policy, total inability (disability) is understood as the condition according to which the insured has lost his/her working capacity in a percentage equal to or greater than 50%, because of an accident that occurs during the term of this policy. The qualification of the loss of work capacity must be determined in accordance with current regulations.
- h. Loss of working capacity:** It is the loss or diminution of the abilities, skills, aptitudes and/or potentialities of a physical, mental, and social nature that allow a person to perform their usual job.
- i. Salaries:** For the purposes of this policy, the following is understood:
- **Salary (or ordinary salary):** it is the ordinary, fixed, or variable remuneration, and everything that the worker receives 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, this is equivalent to the collective bargaining basic salary plus benefits with salary incidence that the contractor recognizes to the worker.
 - **Basic salary:** It is the monthly fixed remuneration of the insured worker, without any additional component.
 - **Collective bargaining monthly minimum wage:** It is that is specified and set forth in the corresponding document as applied to operational positions established in the current Collective Bargaining Agreement.
 - **Collective Bargaining maximum salary:** It is that specified and set forth in the pertinent document as applied to operational positions established in the current Collective Bargaining Agreement.
- j. Policy Holder:** It is the person, be it natural or legal, who, acting on their own behalf or for someone else, transfers the risks, to insure a certain number of people and is liable for payment of the premiums. As regards this policy, the policyholder is the contractor.
- k. Insured worker:** It is the person who has an employment relationship formalized by means of an employment contract with the insurance policy holder, who is linked to an employment contract, and exclusively dedicated to the performance of the contract and who benefits from the salary and benefit system of the Collective Bargaining Agreement signed by Ecopetrol-Unión Sindical Obrera "USO"-.

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Conditions

1. Insurable group

Workers linked to an employment contract and exclusive dedication to the contract signed with Ecopetrol S.A., reported to the insurance company, who benefit from the collective bargaining wage and benefit system, are automatically insurable.

In the event of wanting to insure a worker over 69 years of age, the contractor must advise the company in advance and present the certificate of fitness to work of said worker.

The liability of the company with respect to employees included in the policy who are over 69 years of age who have not been previously reported to the company, or who have not presented the certificate of fitness to work, will be limited to the refund of the amounts received as premium.

Minimum and maximum insurable wages

Minimum: A1 (From the Table of Operating Salaries of the Collective Bargaining Regime). Maximum: E11 (From the Table of Operating Salaries of the Collective Bargaining Regime).


Affiliation of workers to the social security system

The protections and insured values established in the cover page of this policy are granted to all insured workers and cover the difference between the benefits that must be recognized by the general social security regime in Colombia and the benefits agreed upon in the Collective Bargaining Agreement concluded between Ecopetrol SA and the Workers Trade Union "USO".

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

Start of valid term of individual coverage

The protections established in the policy, become effective as of the date of report by the contractor, if there is an employment contract between the contractor and the worker and additionally the worker is performing a job exclusively for the contract executed with Ecopetrol SA. The ordinary life insurance is excepted from the above (article 104 of the CCTV), which validity begins once the company has received the certificate of fitness to work and the insurability form.

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ANNEX No. 5. Guidelines and Best Practices on Inclusive Labor Relations

Scope of inclusive employment engagement

Article 25 of the Political Constitution of Colombia states that, "*Work is a right and a social obligation and enjoys, in all its forms, the special protection of the State*". Colombian legislation has provided for mechanisms that promote labor inclusion which, in turn, tend to eliminate any form of discrimination in personnel selection processes.

A Social State of Law must set forth provisions to regulate its relations with individuals, based on equality and social justice. This implies the development of guarantees to balance the existing forces in all social relations. The current State provides for a set of rights, duties, and benefits based on equality for all. These rights give rise to guarantee means for vulnerable population to have the same opportunities to develop their potential in all areas and develop the essence of their freedom.

At ECOPETROL and, in accordance with its diversity and inclusion program, it is of the utmost importance to contribute from its role in society, in the development of the fundamental pillars linked to equity, equality, and the right to work. Thus, it deems pertinent to create mechanisms that promote the inclusion of populations with difficult labor insertion, among others: **i)** women; **ii)** people older than 45 years; **iii)** young people between 18 and 28 years old; **i)** Afro-descendants and indigenous people, and other ethnic minorities; **i)** victims of the armed conflict; **vi)** people with disabilities and **vii)** inexperienced people. In the same vein, it deems it important to continue performing activities aimed at seeking greater involvement of local labor.

Aspects for the application of inclusive employment relationships


Through these documents, the intent is to increase employment of population with difficult labor insertion through contractors, subcontractors, and suppliers of contractors who perform contracts for ECOPETROL.

The foregoing is aimed at promoting, within the framework of our role and functions, the gradual increase, year by year, in the recruitment of labor from population with difficult job placement, promoting their inclusion and encouraging suppliers' commitment to inclusive employment associated with the real need of the supplier, in the areas where it has an impact.

It is deemed necessary to evaluate the efficiency of mechanisms for greater inclusive labor relations and, with a view to 2023, to achieve tangible results on the implementation of these measures.

Measurement. Through the exclusive-dedication workforce report (GAB-F-221) completed by ECOPETROL's contractors, the necessary information will be captured to measure and analyze the impact of the mechanisms mentioned herein with respect to each of the population groups with difficult job placement.

Application criteria. The commitment to an inclusive labor relationship that refers to the contractor's workers with exclusive dedication to the commercial contract entered into between the latter and ECOPETROL, as per the terms of the "Guide on Labor Aspects and Conditions in Activities Contracted by Ecopetrol" or the document that takes its place.

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In relation with the presentation of the offer by the guest to the selection method, it will be understood that all those who are part of the inclusive employment relationship commitment will have this exclusive dedication.

Declaration of Principles. Ecopetrol suppliers are required to adopt inclusive labor relations practices in their organizational culture, to thus ensure the development of these principles:

1. Abolition of discriminatory practices in employment and occupation.
2. Growth and personal and professional development of the worker engaged in contract performance.
3. Economic reactivation of the regions.
4. Work in adequate and equal conditions.

To this end, it is sought that the supplier expressly declares its commitment to inclusive labor practices.

Mechanisms to achieve the declaration. Commitment through clauses that: **i)** motivate through scoring in a selection method; **ii)** generate obligations for the supplier, and **iii)** give rise to recognizing a "Seal of Excellence - GE Inclusive Supplier" for the fulfillment of its commitment.

Assignment of scores in selection methods. The supplier must present its commitment to inclusive employment whereby it clearly and expressly identifies the population with difficult labor insertion that it will engage. Its commitment to inclusive employment must be upheld monthly and for the entire period of contract performance, or the part of it in which it stated its intention of upholding it.


Its commitment must reflect the reality of the setting, which must be secured through the information that the Public Employment Service system has for such purposes (Law 1636 of 2013, Decree 1668 of 2016 and other complementary provisions).

Supplier Obligation. There are clauses in the contract that allow for monitoring compliance with the obligation of inclusive labor relations and, in turn, affect the evaluation of performance and apply the model of consequences for breach of contract.

Seal of Excellence - GE Inclusive Supplier. Under the application of the private law regime, this seal seeks to assign 50 points that the inclusive supplier can use in any selection method of ECOPETROL, within the year following the attainment of the Seal of Excellence - GE Inclusive Supplier, if it complies with the following requirements:

i) Maintain the inclusive employment relationship commitment presented in the offer during the execution period of their contracts; **ii)** obtain a performance evaluation in their contracts above 97 points; **iii)** have not been the object of fines/penalties; **i)** do not have labor abnormalities (qualified as valid) during the performance of their contracts; **i)** have complied with their commitments regarding the management of local goods and services and have not had incidents attributable to their management on the matter and **saw)** have taken the basic training module for inclusive employment in activities contracted by ECOPETROL.

In the event that the supplier is executing more than one contract simultaneously, for the purposes of the 97-point review, at the cut-off date, which will correspond to the date of the balance sheet

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and closing of the contract in which there was a commitment of inclusive employment relationship, all current performance evaluations must have more than 97 points and must also reflect the compliance situation with respect to the other budgets indicated in the previous paragraph.

At the time of balance and closing of the contract in which there was a commitment to inclusive employment, it must be defined by the contract monitoring official, if a contractor is a candidate for the Seal of Excellence - GE Inclusive Supplier and must report to the Labor Insurance Coordination Contractor who, in a work session with the Supplier Management Coordination, will define and formalize the obtaining of the seal so that it is registered in SIPROE, for authorized officials to consider it in the internal memorandums of offer analyses. This work session will take place in June and December of each year, considering therein the balance and closing minutes of the candidate contracts corresponding to each of those semesters.

If the Seal of Excellence - GE Inclusive Supplier is awarded to a consortium or temporary union, each of the persons (individuals or legal entities) will receive 50 points. However, if several people who have obtained the seal concur in a new consortium or temporary union, the 50 points obtained by each of them will not be added. In no case is this score cumulative.

What is indicated in this section shall apply from the years 2021 and 2022. For the year 2023, and subsequent years, the requirements to grant the seal, as well as the score to be assigned for obtaining the seal, will be increased in a staggered manner pursuant to whatever ECOPETROL defines for each year.

Dissemination. This mechanism will be socialized through the Provider Relations mailbox and in the documents of the selection method during the term of contract performance and, additionally, through the mailbox Actualidad Laboral.