# The exchange of information and the development of good working practice within Statoil worldwide operations.

# 1 PREAMBLE

The parties to this agreement are Statoil, herein referred to as Statoil, Industri Energi, the Norwegian Union Partner herein referred to as Industri Energi and IndustriALL Global Union, herein referred to as IndustriALL. Hereinafter, all parties to this Agreement shall be referred to as Parties.

The purpose of the agreement is to create an open channel of information between the Parties about industrial relations issues in order to continuously improve and develop good work practices in Statoil's worldwide operations.

This agreement covers all activities where Statoil has direct control, the realisation of which shall be in accordance with the national law and practice of the host country within which Statoil is located. Where Statoil does not have overall control, it will exercise its best efforts in order to secure compliance with the standards set out in this agreement. Statoil will encourage compliance with the standards towards its subcontractors and licensees

Based on the Parties' common recognition of fundamental human rights and Statoil's own values, the purpose is to monitor the practical application of the agreed principles and to discuss any improvements in the working practices or any other positive contribution the Parties may have.

# 2 HUMAN RIGHTS, INDUSTRIAL RELATIONS AND HSE ISSUES

Statoil and Industri Energi/IndustriALL affirm their support for fundamental human rights in the community and in the place of work. Furthermore, the Parties recognise the importance of protecting safety, health and well being at work and share the concern about the impact of exploitation that production, use and disposal may have upon the natural and human environment. This agreement is intended to ensure the best possible standards of protection for those employed in our business.

The respect of human rights includes:

- The right of every employee to be represented by a union of his or her own choice and the basic trade union rights as defined by ILO Convention 87 and 98 covering freedom of association and the right to organise, as well as the right to engage in collective bargaining. Statoil therefore agrees not to oppose efforts to unionise its employees.
- A commitment not to employ forced or bonded labour as proscribed in the ILO Conventions 29 and 105 or otherwise.

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- A commitment to employ no child labour as proscribed by ILO Convention 138.
- A commitment to exercise equality of opportunity and treatment in recruitment, employment, training and career development, including equal remuneration for men and women for work of equal value, and the prevention of discrimination\*, in respect of employment and occupation as required by the ILO Conventions 100 and 111 respectively.
- A commitment to pay fair wages and benefits according to good industry standards in the country concerned.
- A commitment to provide a safe and healthy work environment, deploying common "best practice" standards.

\* Discrimination is defined as any distinction, exclusion, or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nulling or impairing equality of opportunity or treatment.

# **3 ENVIRONMENTAL ISSUES**

Statoil and Industri Energi/IndustriALL will cooperate to ensure that Statoil activities are carried out with the fullest possible regard for the environment in particular this will include:

- Supporting a precautionary approach to environmental challenges.
- Undertaking initiatives to promote greater environmental responsibility.
- Encouraging the development and diffusion of environmentally friendly technologies.

# 4 IMPLEMENTATION

## 4.1 Annual Meeting

Statoil and Industri Energi/IndustriALL will meet annually to review practice in the area of the agreed principles and follow up this Agreement. The purpose shall be to discuss the issues covered by this agreement with a view to jointly agreeing actions that will further develop good working practices. In addition to the general industrial issues and HSE-matters, the following topics may be addressed:

- General corporate policy on employment, occupational health, safety and environmental issues affecting within the company and, as appropriate, between the company and its related companies including suppliers and subcontractors.
- The economic and financial position of the company and the development of its business and related activities.

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- Training matters.
- Issues affecting the exercise of trade union rights.
- Any other issues mutually agreed upon.

Participants at these annual meetings will normally be 4-5 senior officials from Industri Energi/IndustriALL and relevant managers from Statoil.

#### 4.2 Local Industrial Relations practice

The agreement between the Parties shall be applied consistently throughout Statoil operations but is not intended to replace or interfere with local industrial relations practice related to information, problem solving and negotiations. The Parties to the agreement respect the principle that industrial relations issues are best resolved as close as possible to the place of work.

## 4.3 Training Programmes

Industri Energi/IndustriALL and Statoil will cooperate in developing joint training arrangements covering those issues - and their implementation - dealt with in this agreement. This will include appropriate training in health, safety and environmental best practice for union delegates from countries where Statoil is the operator. It will also include Management training programmes within Statoil. The cost of Industri Energi/IndustriALL involvement in Statoil training programmes may be covered by Statoil, subject to agreement.

## 4.4 Union delegates

Statoil will refrain from dismissing or otherwise discriminating against union delegates, identified as such by the Parties, or employees providing information relevant to the observance and implementation of this Agreement. All union delegates must agree to respect the commercial confidentiality of information disclosed in the exercise of their duties.

Statoil will assist union delegates in the performance of their functions by making available relevant information and other agreed facilities. When it is necessary to take time off from work to perform these functions this will be agreed upon locally and may be given as paid time off within the framework of local agreements.

Statoil may also facilitate the opportunity for union representatives from Statoil operations to meet as necessary to discuss the application and future development of this agreement.

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## 4.5 Information

Industri Energi/IndustriALL will distribute copies of this agreement to all its member unions that organise employees in Statoil companies around the world and will broadly publicise the existence of the agreement and explain its implications to its unions in the Company.

Statoil will in the same manner distribute copies of this agreement to all Statoil offices and will inform local management of the existence and contents of this Agreement.

Any external information about this agreement shall be mutually agreed by the Parties.

#### 4.6 Administration

The President of Industri Energi on behalf of IndustriALL or person authorised by him and the Vice President Employee Relations in Statoil are responsible for the administration of this agreement.

#### 4.7 Infringements of the agreement

The Parties agree that neither the Parties nor third parties may derive or enforce any legal rights from this agreement.

## 5 **DURATION AND EVALUATION**

The duration of this agreement is two years, until 11<sup>th</sup> December 2014, after which this agreement will be evaluated and may be prolonged for a new period.

Genève, Dec 11<sup>th</sup> 2012

Leif Sande

Industri Energi



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Statoil



Jyrki Raina Industri ALL Global Union





120