

# RESOURCE POOL AGREEMENT for employees of Seadrill Norway Crew A/S

Unofficial translation from Norwegian. The Norwegian version will always apply in the event of a dispute

The annual hours for the resource pool are 1460 hours, year are calculated from 01 January to 31 December.

## 1. Resource pool creation

The purpose of this agreement is to clarify/define areas of responsibility for the company and employees in the resource pool. This is a local agreement that has been prepared and based on the "Joint Declaration on Local Temporary Workers/Resource Pool Agreements". The parties agree that the company maintains a resource pool of permanent employees to cover normal absences and projects.

In accordance with the joint declaration, personnel serving in the company's resource pool are exempt from the collective agreement's provision on the right to 2-4 work schedules. This agreement replaces the resource pool agreement dated November 21, 2008.

The size of the resource pool is agreed between the local unions and the company and is based on a percentage of the number of permanent positions. The composition of the resource pool is determined by the company, however, in such a way that personnel shall not be employed in the resource pool instead of the stipulated staffing on the individual facility.

The number of employees should be proportionate to the company's need for extra personnel, the amount of contracts, planned extra work, activity peaks and should be determined after discussions with the associations 2 times a year.

## 2. Employment of personnel in resource pool

Employees who serve in a permanent rotation can be transferred to the resource pool in connection with major restructuring, downsizing, operational considerations, etc. by agreement with the local unions. Notification must be made in writing as early as possible, but a minimum of 14 days as long as nothing else has been agreed. When transferring and being employed in the resource pool, you must be informed of where to find the resource pool agreement. Employees who serve in the resource pool earn salary and company seniority on an equal footing with other employees. A fixed monthly salary is paid in accordance with the current collective agreement to employees in the resource pool.

## 3. Transfer from resource pool to fixed 2-4 work schedule

When there is a vacancy within the company on a permanent work schedule offshore, qualified employees in the same position with the longest company seniority must be offered the position.

## 4. Flexibility

It is in the very nature of the resource pool that there is no fixed rotation and that one cannot therefore plan the individual's offshore trip in advance. Employees in the resource pool are released from an availability plan, but work a flexible rotation within a full-time equivalent of 1460 hours.

Employees in the resource pool must be able to take at least the same time as the last offshore trip up to 2 weeks. In addition, the employee is entitled to be able to agree on a period off in lieu of up to 3 x 28 days. The agreement must be entered into no later than 7 days before the agreed time off period begins and will ensure the employee's right to predictability for leisure time.

Earlier departure can be agreed upon if the employee so wishes, this must be documented in writing. Any hours for earlier departure that have been agreed in writing in relation to this scheme are included in the annual hour work with normal hours.

As a general rule, the employee must be notified of any departure the following day by 4 p.m.

## 5. Vacation

The employee must be guaranteed a 4-week free period between 1 May and 1 September. The employee must agree on this with the company before 1 May.

## **6. Calculation**

Settlement against the full-time equivalent must be made annually as of 31 December, with status as of 1 July, or by placement on a fixed shift. Employees who are hired/transferred to the resource pool within 3 months prior to settlement are settled for the first time on 31 December the following year. Settlement must be sent to each individual no later than 14 days after a fixed shift has been assigned and no later than the end of January for those who are in the resource pool.

Hours calculated with waiting time allowance or overtime pay (e.g. work in excess of 12 hours per day and compensation for extended trips in excess of 14 days offshore) are not included in the full-time equivalent. That is, hours that are calculated with other than normal hours.

Too much time worked during the period must be paid as overtime at the first salary after settlement.

Employees who leave the company must be settled against the full-time equivalent as of the end date.

When the employee in the resource pool takes up a permanent position, it must be settled against the full-time equivalent as of the date of departure during the first period of stay in the permanent position.

## **7. Sickness, furlough and leave of absence**

Sick leave must be documented with a doctor's certificate or self-certification in accordance with the company's current schemes. If an employee falls ill prior to the agreed trip or if the employee falls ill during the offshore period, he or she will be credited with hours for the entire agreed offshore period, but cannot accrue hours towards the full-time equivalent as a result of the sick leave until after the employee has taken time off in lieu for the same time as the offshore period up to 2 weeks.

If the employee in the resource pool is on sick leave, laid off, on welfare leave or is on a refresher exercise, 4 hours per day are registered based on 1460 hours of man-years.

## **8. Waiting time and overtime**

Employees in the resource pool must be given a return date in advance of departure. Waiting time will be paid after the planned return trip (unless otherwise agreed in writing). Waiting time will not be paid for sick leave offshore when replacing a named person who will be further away than estimated, or for a named project that does not have a set time frame. A project is work in excess of the current basic staffing. All deviations from the stipulated date of return must be agreed in writing in advance. Time on board as a result of an extended offshore period does not result in overtime until after 14 days. (2/6 part according to section 5.3 of the collective agreement)

## **9. Course**

Mandatory courses on land are settled against the full-time equivalent at the rate of 12 hours per course day. Interactive training is billed for nominal time or time spent for courses in a virtual classroom according to local protocol.

This agreement can be terminated by either party with 4 months' notice.