

国际框架协议

在

**蒂森克虏伯股份公司、
蒂森克虏伯股份公司集团劳资联合委员会、
德国金属工业工会以及
全球劳工联盟**

之间

前言

作为一个具有高水平材料科技技能的技术型制造集团，如果要保持国际竞争力，并在全球经济中取得成功，蒂森克虏伯就要大力依赖于员工的创新力。为了实现这一目标，集团有必要在国际竞争中、特别是在世界发展中地区巩固并进一步拓展其战略性的重要地位。

保护和发展创新力以及保持竞争能力绝对是保证蒂森克虏伯及其员工长期生存能力的不可缺少的关键前提。蒂森克虏伯与其员工因此都面临着这样一种全球化带来的挑战。公司确保长期成功的努力，也体现在具备相互尊重和合作的精神，以及勇于承担社会责任的意志。

蒂森克虏伯申明其对股东、客户、员工、以及社会与环境所应负的责任。

集团致力于可持续发展的目标。可持续发展的构想是一个持续的过程，包括除了公司经济绩效以外的社会福利、资源利用、就业和再培训等方面。

在其业务活动之外，蒂森克虏伯自视为忠诚、负责的企业公民。在其社会政治责任的范围内，集团支持非营利机构、项目和活动，在其立场看来，无论是在文化、教育和体育，还是社会、慈善或人道主义框架中都应信守承诺。

在具备蒂森克虏伯公司经营业务的国家里，蒂森克虏伯致力于改善人们的生活质量，这也包括与其他具有同样责任的不同机构所共同配合的工作。

上述目标和价值更具体地体现在集团的宗旨中。

该框架协议的基础是：所有参与者在业务行动中承认并尊重联合国世界人权宣言与国际劳工组织宣言关于工作基本原则与权利的内容，并视其为自身的基本义务。当蒂森克虏伯于2011年加入了联合国全球契约时，就誓言坚决支持这些原则。

正是在此基础上，蒂森克虏伯管理董事会、蒂森克虏伯集团劳资联合委员会、德国金属工业协会 (IG METALL) 和全球劳工联盟 (IndustriALL Global Union) 通过这一框架协议、本着社会责任精神、签署了基本目标与合作原则。蒂森克虏伯集团能在短、中、长期保持竞争力、创新力以及经济上的成功，是出于协议各方的利益，这也符合对社会负责的准则。社会合作伙伴们希望保留这一基础。

1. 基本原则和国际劳动组织的核心劳工标准

下列基本原则是符合国际劳工组织 (ILO) 以及国际劳工组织公约第 29、87、98、100、105、111、138 和 182 号的基本原则，是最根本的所谓“核心劳工标准”¹。如果国家安排、国际法律规定、部门标准以及指令针对相同主题做出类似规定，则应遵守更严格的一方规定，除非该相关行为是非法的。

2. 无雇佣歧视或威胁

机会与待遇平等的原则应得到保障，不论其性别、年龄、种族、民族或社会出身、性取向、残障、宗教或世界观与政治观点（见国际劳工组织第 111 号公约的基本原则）。

在此特征的基础上不应有任何歧视。不容忍任何对个人的性骚扰或其它人身攻击。员工应基于其资历与技能得到相应的招募、雇佣、提升和报酬待遇（见国际劳工组织公约第 100、111 条的基本原则）。

对残障人员的平等提拔、融入与尊重是企业文化的基本要素。

3. 工作时间

相关国家以及如有任何相关协议中规定的最长工作时间应被遵守。如无集体协议，标准工作时间、加班和带薪假期则应遵守当地法律规定的最低标准。加班不得代替不足的报酬，并应遵守当地有关工资、职业健康和安全的法规。

4. 合理的报酬

全体员工拥有合理报酬的权利在此得到承认。所有员工应获得以其本人能够理解的语言所作出的明确的口头以及书面的有关工资条件和报酬支付时间的信息。员工应该每次都被告知他们的工资数额、以及从他们工资扣除的任何项目。

¹ 当该框架协议生效时，以最新可用版本为准。

5. 健康、安全和工作条件

在工作中，员工的健康和安全的极为重要的，这也为公司的成功作出了重要贡献。因此，它们是与产品品质和企业成功同等重要的公司目标。

在蒂森克虏伯制定一个预防性健康政策、实现工作现场安全、提供安全的工作条件是公司经营管理的任务。蒂森克虏伯因此有义务遵守当地适用的各个关于安全与健康工作环境的法律。职业健康和安全的应同时是所有公司流程中不可或缺的一部分，并应从始至终包含在技术、经济和社会考量中——甚至早在规划阶段便开始。员工也应将在工作中实现职业健康安全的目标作为自己责任的一部分。

应提倡健康和安全的行为，以避免受伤和疾病。员工应按照其工作场所提供的安全说明，能避免其在各自工作场受到危害，并得到公司发放的免费防护服和装备。

各方特此承诺会实现持续改进职业健康与安全的共同目标。

6. 推动职业培训

蒂森克虏伯在很高程度上支持其员工基本和高级的职业培训，并力求持续鼓励高水平的职业培训，以提高员工能力，并且以期未来达到尽可能高的水准以及绩效。

蒂森克虏伯在其广泛的内部企业文化中认识到能确保其未来发展、竞争和创新的培训基本要素。

7. 结社自由/集体谈判和协商权

根据国际劳工组织公约第 87、98 号的基本原则，认可所有员工都有在民主基础上建立工会、职工代表机构以及参与这类协会、参与集体谈判的权利。

蒂森克虏伯、员工以及工会代表遵守基本的民主原则，以确保员工有自由和公平的机会来决定是否组建或加入工会组织，如果是的话，可由他们自己选出一个代表。公司及管理层应保持中立，并不允许以任何方式对员工的自由选择施加压力和干预。

只要公司的行动不受工会组织的考虑而驱动，该行为不应影响公司的管理或经营权（例如工作条件的安排）。

如果职工代表民主合法化，他们应被授予进入对工会而言必要的所有工作场所之权利，以便履行其代表职能。

蒂森克虏伯、职工代表和工会代表应共同努力，用开放、建设性的合作精神来解决本集团及其员工的利益纠纷。

职工代表不应凭借该职能得到任何劣势或优势。

8. 自由选择职业

无人可以违背自己的意愿或被强迫来从事劳动（见国际劳工组织公约第 29 号和第 105 号的基本原则）。不允许任何类型的强制劳动。

9. 禁止使用童工

童工被普遍禁止。国际劳工组织第 138 号对最低就业年龄的规定应得到遵守。因此，蒂森克虏伯应严禁雇用未达到 15 岁的员工。在国际劳工组织第 138 号公约允许破例的发展中国家中，最低年龄可能会降低到 14 岁。

只要国家法定条例或相关的集体协议规定了较高的员工最低年龄，则应遵守更严格的规定。

国际劳工组织第 182 号公约的规定应为蒂森克虏伯在世界各地公司所设定的标准。

10. 供应商

蒂森克虏伯确保以适当方式向其供应商告知这些基本原则。蒂森克虏伯鼓励其供应商在自己的公司政策中考虑这些原则。

11. 执行和实施

本框架协议中所规定的原则对全世界所有子公司都有效。蒂森克虏伯将采取适当形式的行动确保所有员工及其代表了解这些基本原则。

实施的责任应由管理委员会及附属公司的董事承担。负责人的意识应当提高，职工代表应参与这一进程。蒂森克虏伯确保该框架协议应可提供 8 种常用语言的翻译。

在发生冲突时，有关人员可以联系当地的有关负责人（尤其是主管、负责职工代表，还有可能是合规经理）。至于可能违反本框架协议规定的行为，可以通过公司内部沟通渠道（中心电子邮件地址 frameworkagreement@thyssenkrupp.com）用电子邮件报告。违规行为的举报人员不得受到任何打击报复。

在合理投诉的情况下，负责领导或管理委员会——如果必要的话还包括区域总部的相关负责人——将采取必要的措施来补救。在这里，他们以及员工还有职工代表应充分利用一切可能性来解决当地的冲突。

如遇重大投诉或信息、并不能在当地调解解决的情况，蒂森克虏伯股份公司将与负责人力资源的董事会成员一同，以与国际委员会进行对话的形式来调查这些信息。

12. 国际委员会

所谓国际委员会应以额外监控、坚持定期交流以及实施本协议的目的而成立。

该委员会由集团劳资联合委员会主席、集团劳资联合委员会主席的两名代表、欧洲劳资联合委员会主席、德国金属工业工会负责蒂森克虏伯事务的官员以及全球劳工联盟的一名代表所组成。如果必要，国际委员会可以在与蒂森克虏伯股份公司协商后招入更多成员。

蒂森克虏伯股份公司执行委员会负责人力资源的成员应根据适当的文件、每年至少一次向国际委员会汇报关于该框架协议执行和遵守的情况。

蒂森克虏伯股份公司执行委员会负责人力资源的成员通知国际委员会有关经举报的、在地方级别不能得到处理与解决的重大违规行为。如果当地或国家的调解手段毫无效果，国际委员会可以建议采取适当措施纠正这种违规行为，也可以建议预防措施。蒂森克虏伯股份公司执行委员会负责人力资源的成员与国际委员会协商的目的是补救违规行为以及防范未来违规行为。

国际委员会的代表应还可以在与其执行委员会负责人力资源的成员协商后，每年自由选择一个国家、一个地区的公司或集团下属公司，去参观其生产现场。蒂森克虏伯股份公司应允许其访问这些生产现场。

蒂森克虏伯股份公司承担与国际委员会有关工作所产生的费用。

国际委员会的成员应得到所有他们完成其任务所需的文件与信息。

13. 最后条款

以下签字各方在此同意：因本框架协议解释和执行所产生的任何与所有的分歧，应以解决这些分歧的目的得到共同审议。

本框架协议长期有效，除非它由框架协议各参与方之一提前三个日历月以书面形式通知其他方来得到终止，通知应于月底前发出。

没有个人或第三方可以基于本框架协议提出索赔。这也适用于框架协议的签字各方，即本框架协议在签字各方之间不具有法律效力。

埃森， 2015年3月16日

蒂森克虏伯股份公司

Heinrich Hiesinger

Oliver Burkhard

蒂森克虏伯股份公司劳资联合委员会

Wilhelm Segerath

Susanne Herberger

Martin Dreher

德国金属工业工会/全球劳工联盟

Berthold Huber

若对措辞存在任何理解上的歧义或对具体含义存有任何疑问，以英文原文为准。

If there is any perceived divergence in the wording or any doubts of the exact meaning, the English original text is authoritative.

International Framework Agreement

between

**ThyssenKrupp AG,
the Group Works Council of ThyssenKrupp AG,
IG Metall and
IndustriALL Global Union**

Preamble

As a technology-manufacturing group with a high level of skill in materials, ThyssenKrupp is especially dependent on the innovative power of its staff if it is to remain internationally competitive and successful in a global economy. To attain this objective, it is necessary to consolidate or further expand strategically important positions in international competition, particularly in the growth regions of the world.

Securing and developing the capacity to innovate and remain competitive is ultimately the crucial, indispensable precondition to ensuring the long-term viability of ThyssenKrupp and its employees. ThyssenKrupp and its staff are thus facing the challenges of globalisation together. Efforts to ensure the long-term success of the company are at the same time characterised by a spirit of mutual respect and cooperation as well as the assumption of social responsibility.

ThyssenKrupp affirms its responsibility both towards shareholders, customers and employees as well as society and the environment.

The Group is committed to the aims of sustainable development. Sustainable development is conceived to be a continuous process comprising, in addition to the economic performance of the company, social benefits, use of resources, jobs and further training.

Above and beyond its business activities, ThyssenKrupp views itself to be a committed, responsible Corporate Citizen. Within the scope of its socio-political responsibility, the Group supports not-for-profit institutions, projects and activities, primarily at its own sites, whether this be in the fields of culture, education and sports or within the framework of social, charitable and humanitarian commitments.

In the countries in which ThyssenKrupp companies operate, ThyssenKrupp works to improve the quality of life of people. This also includes working together with the various institutions in charge of such.

The aforementioned objectives and values are moreover reflected in the Group's mission statement.

This Framework Agreement is based on the general obligation of all actors involved in business to recognise and respect the fundamental rights that are established in the Universal

Declaration of Human Rights of the United Nations and the ILO Declaration on Fundamental Principles and Rights at Work. ThyssenKrupp moreover affirmed that it would resolutely support these principles when it joined the Global Compact of the United Nations in 2011.

It is upon this foundation that the Board of Management of ThyssenKrupp, the Group Works Council, IG Metall and the IndustriALL Global Union document through this framework agreement fundamental aims and principles of cooperation in a spirit of social responsibility. It is in the interest of all parties that ThyssenKrupp Group remains competitive, innovative and economically successful over the short, medium and long term and this is achieved in conformity with social responsibility. The social partners want to preserve the basis for this.

1. Fundamental principles and core labor standards of the International Labor Organization

The following basic principles are oriented towards the fundamental principles of the International Labor Organization (ILO) and ILO conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182, the fundamental so-called “core labour standards”¹. If national arrangements, international legal provisions, standards in the sector and the Directive address the same topic, the respective provisions which are stricter shall be applied unless action associated with such would be unlawful.

2. No discrimination or intimidation in employment

The principles of equal opportunity and equal treatment shall be guaranteed regardless of gender, age, race, ethnical or social origin, sexual orientation, incapacity, religion or world view or political opinion (see the basic principles of ILO Convention no. 111).

There shall be no discrimination on the basis of these traits. No sexual harassment or other personal attacks on individuals shall be tolerated. Employees shall be as a matter of principle recruited, hired, promoted and remunerated on the basis of their qualifications and skills (see the basic principles of ILO Conventions nos. 100 and 111).

Promotion, integration and respect for persons with incapacities are fundamental elements of the corporate culture.

3. Working time

The maximum working time stipulated in a respective state, as well as agreements, if any, shall be respected. Regular working times, overtime and paid holiday shall also comply with local statutory provisions at a minimum if there are no collective agreements.

Overtime shall not replace insufficient remuneration and shall be in harmony with local laws regarding wages, occupational health, and safety.

¹ In the version applicable when this Framework Agreement enters into force.

4. Reasonable remuneration

The right of all employees to reasonable remuneration is recognised. All employees should receive clear verbal and written information regarding wage conditions and the schedule for payment of their remuneration in a language that is understandable to them. Employees should be informed about the amount of their wages and any deductions from their wages each time they are paid their wage.

5. Health, safety and working conditions

The health and safety of employees in their work are of paramount importance and make an important contribution to the success of the company. They are therefore a company objective having the same status as the quality of our products and business success. It is the task of company management to attend to a preventive health policy, safety at the job site and safe working conditions at ThyssenKrupp. ThyssenKrupp shall therefore be obligated to adhere to respectively applicable local laws with regard to a safe, hygienic working environment. Occupational health and safety shall at the same time be an integral part of all company processes and shall be included in technological, economic and social considerations from the very outset - as early as the planning phase. Employees shall also work towards the attainment of occupational health and safety objectives as part of their own responsibility.

Health and safety practice shall be promoted in order to avoid injuries and illnesses. Employees shall receive protective clothing and equipment free of charge in accordance with the binding safety instructions applying to their workplace and the instructions required to allow them to avoid risks at their respective workplace.

The parties herewith commit themselves to the common objective of attaining continuous improvements in the area of occupational health and safety.

6. Promotion of vocational training

ThyssenKrupp supports the basic and advanced training of its employees to a high degree and intends to continue to foster vocational training at a high level in order to strengthen the competence of its employees and, with a view to the future, to make possible a high level of performance.

ThyssenKrupp sees in its broad-based intra-corporate culture of training an essential element to ensure the future development, competition and innovation.

7. Freedom of association / right to collective bargaining and negotiations

The right of all employees to establish trade unions and employees' representative bodies on a democratic basis and to join such associations and to engage in collective bargaining is recognised under basic principles of ILO Conventions nos. 87, 98.

ThyssenKrupp and employee and trade union representatives shall abide by fundamental democratic principles to ensure that employees have a free and fair opportunity to decide whether to form or join a labour organization, and if so, to elect a representative of their own choosing. The company and management shall remain neutral and will not interfere with the employees' free choice by exerting pressure and intervening in any impermissible way.

This shall not affect the Company's rights regarding the management or operation of the company (e.g. arrangement of working conditions) so long as the Company's actions are not motivated by considerations of trade union organizing.

If employee representatives are democratically legitimated, they shall be granted access to all represented work sites, where union access is necessary for union representatives in order to make it possible for them to perform their representative function.

ThyssenKrupp and employee representatives and trade union representatives shall work together openly and in the spirit of constructive cooperation to resolve disputes for the benefit of the Group and its employees.

Employee representatives shall not experience any disadvantage or preference by virtue of this function.

8. Free choice of employment

Nobody should be employed against their will or forced to perform labour (see the fundamental principles of ILO conventions no. 29 and 105). No type of forced labour whatsoever is allowed.

9. Prohibition against child labour

Child labour is generally prohibited. The provisions laid down in ILO Convention 138 relating to the minimum age for employment to be allowed shall be respected. ThyssenKrupp shall accordingly refrain from hiring any employee who has not reached a minimum age of 15. In countries in which ILO Convention 138 falls under the exception allowed for developing countries, the minimum age may be reduced to 14.

Wherever national statutory arrangements or applicable collective agreements stipulate a higher minimum age for employees, these stricter provisions shall apply.

Provisions established through ILO Convention 182 shall be the standard for ThyssenKrupp throughout the world.

10. Suppliers

ThyssenKrupp ensures that its suppliers shall be informed in a suitable manner about these fundamental principles. ThyssenKrupp encourages its suppliers to consider these principles in their own company policy.

11. Execution and implementation

The principles agreed in this framework agreement shall be valid worldwide for all subsidiaries. ThyssenKrupp shall act to ensure that these fundamental principles are made available to all employees and their representatives in suitable form.

Responsibility for implementation shall be borne by the Management Boards and Directors of the subsidiaries. The awareness of responsible persons shall be raised and employees' representatives shall be involved in this process. ThyssenKrupp ensures that this framework agreement shall be translated in 8 most spoken languages.

In case of a conflict, the persons concerned can address the responsible person on the site (especially supervisor, responsible employees' representative, possibly compliance manager). Information about possible violations of the provisions of this Framework Agreement can be reported parallel via email through internal company communication channels to a central email address (frameworkagreement@thyssenkrupp.com). Persons who report violations must not be subject to any disadvantages.

In case of justified complaints responsible directors or management boards, if necessary involving the responsible person in regional headquarters, will take necessary steps to remedy. Here they as well as employees and employee representatives shall make full use of all possibilities to solve the conflict locally.

In case of complaints or information of essential significance, which cannot be solved with local mediation possibilities, ThyssenKrupp AG will investigate this information with involvement of the board member for human resources in a dialogue with the International Committee.

12. International Committee

A so called International Committee shall be established with the purpose of additional control and for regular exchange on adherence to and implementation of this agreement.

This Committee shall be composed of the chairperson of the Group Works Council and two deputies of the chairman of the Group Works Council, the chairperson of the European Works Council, IG Metall officer responsible for ThyssenKrupp and a representative of the IndustriALL Global Union. If required the International Committee can call in further participants in consultation with ThyssenKrupp AG.

The Member of the Executive Board of ThyssenKrupp AG responsible for human resources shall report on basis of suitable documents to the International Committee on the status of

implementation and adherence to the framework agreement at least once a year.

The Member of the Executive Board of ThyssenKrupp AG responsible for human resources informs the International Committee about reported violations of essential significance, which could not have been solved at local level. The International Committee can propose appropriate measures to be taken to remedy such violations, if local or national mediation possibilities have been used without success. It can also make proposals for preventive measures. The member of the Board of Management of ThyssenKrupp AG responsible for human resources consults with the International Committee the proposals with the objective to remedy the violations and prevent future violations.

The representatives of the International Committee shall furthermore be free to visit production sites of a company or companies of the Group in a region in a country of their choosing each year in consultation with the member of the Executive Board responsible for human resources. ThyssenKrupp AG shall grant access to these production sites.

ThyssenKrupp AG bears the costs arising in connection with the tasks of the International Committee.

The members of the International Committee shall receive all the information and documents they require to perform their task.

13. Closing provisions

The undersigned parties herewith agree that any and all differences emanating from the interpretation and implementation of this Framework Agreement shall be jointly reviewed with the aim of resolving such.

This Framework Agreement shall retain its validity until it is terminated by one of the Parties to the Framework Agreement by notifying the other party thereof in writing subject to a three calendar month period of notice prior to the end of a month.


No individual or third party claims may be based on this Framework Agreement. This applies also to the undersigned parties of the Framework Agreement, i.e. the Framework Agreement has no legal effects between the undersigned parties thereof.

Essen, 16th March 2015

ThyssenKrupp AG

 
Heinrich Hiesinger Oliver Burkhard

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