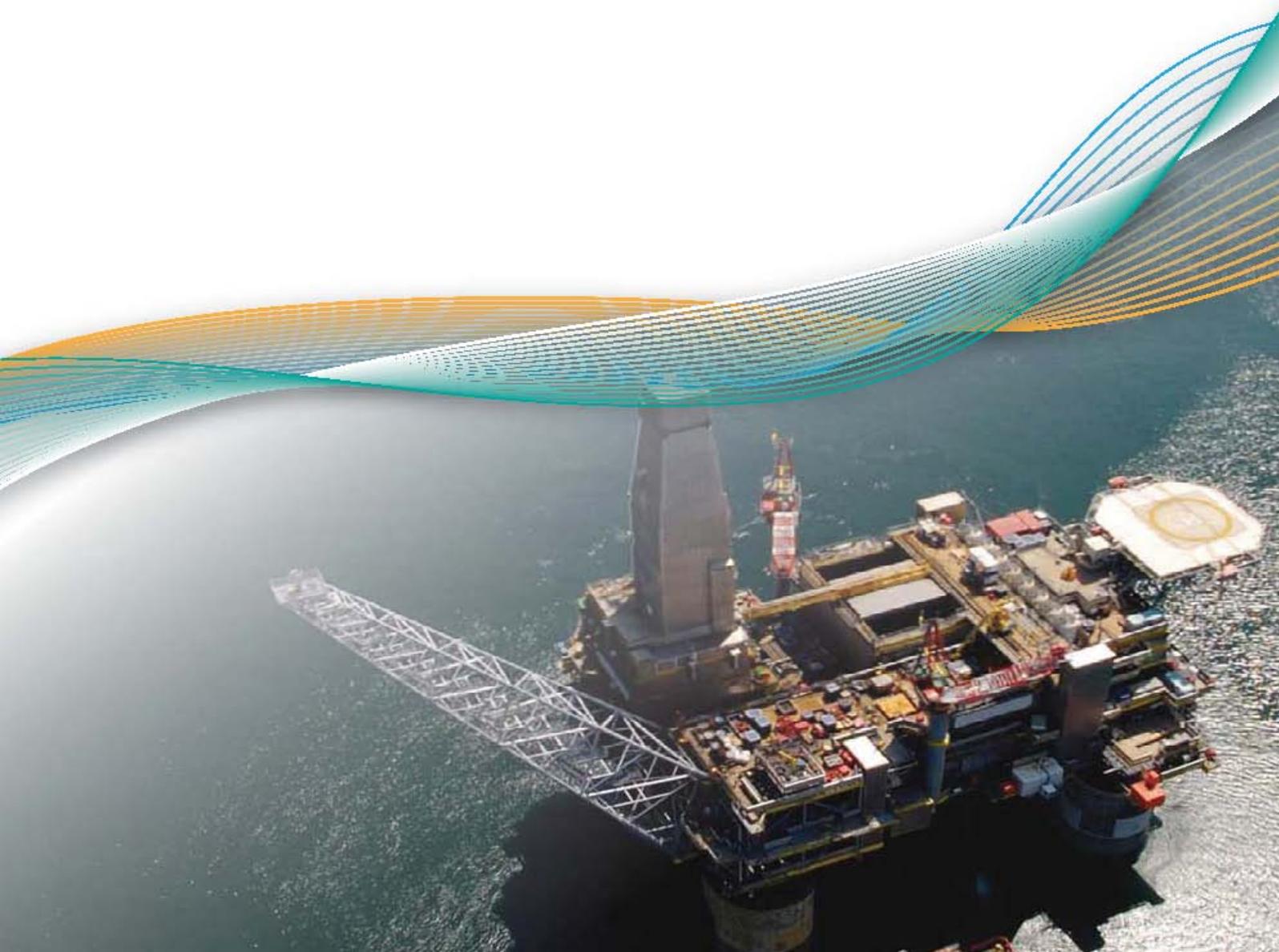


**Joint Memorandum of Understanding between:**

**Caterers Offshore Trade Association (COTA)**

**Unite The Union (UNITE)**

**Rail, Maritime & Transport Workers Union (RMT)**



## TABLE OF CONTENTS

|   |   |    |
|---|---|----|
| 1   | JOINT MEMORANDUM OF AGREEMENT                           | 3  |
| 2   | APPLICABILITY   | 3  |
| 3   | DEFINITIONS   | 3  |
| SECTION A – TERMS FOR SALARIED EMPLOYEES ONLY |   |    |
| 3   | SALARIES  | 4  |
| 4   | ROTAS   | 4  |
| 5   | HOURS   | 5  |
| 6   | ADDITIONAL DAYS   | 5  |
| 7   | ANNUAL LEAVE  | 5  |
| 8   | TEMPORARY DOWNMANNING                                   | 6  |
| 9   | LOSS OF LEAVE DUE TO CHANGE TO CREW CHANGE DAY          | 6  |
| SECTION B – TERMS FOR AH HOC EMPLOYEES ONLY   |   |    |
| 10  | ROTAS AND HOURS   | 7  |
| 11  | RATES OF PAY  | 7  |
| 12  | PAID ANNUAL LEAVE                                       | 7  |
| 13  | TEMPORARY DOWNMANNING                                   | 7  |
| TERMS COMMON TO SALARIED AND AD-HOC EMPLOYEES |   |    |
| 14  | CHRISTMAS AND NEW YEAR BONUS                            | 8  |
| 15  | TRAVEL ALLOWANCES                                       | 8  |
| 16  | TRAVEL ALLOWANCES WHEN STOOD DOWN AT POINT OF DEPARTURE | 8  |
| 17  | LIFE ASSURANCE  | 8  |
| 18  | PENSION   | 9  |
| 19  | TEMPORARY DISTURBANCE PAYMENTS                          | 9  |
| 20  | MATERNITY LEAVE   | 9  |
| 21  | SPECIAL LEAVE   | 10 |
| 22  | SHIFT CHANGES/NIGHT SHIFT START                         | 10 |
| 23  | ACCOMMODATION FOR LATE ARRIVALS                         | 10 |
| 24  | ACCOMMODATION FOR NIGHTSHIFT                            | 10 |
| 25  | CREW CHANGE DELAY                                       | 10 |
| 26  | IN-TRANSIT DELAY PAYMENT                                | 11 |
| 27  | SICK PAY  | 11 |
| 28  | ILL HEALTH CAPABILITY                                   | 11 |
| 29  | RETURN TO WORK  | 13 |
| 30  | REDUNDANCY PAYMENTS AND JOB SEVERANCE SCHEME            | 13 |
| 31  | ALCOHOL AND DRUGS                                       | 13 |
| 32  | UNIFORM AND PROTECTIVE CLOTHING                         | 13 |
| 33  | TRAINING  | 14 |
| 34  | EMERGENCY TRAINING DUTIES ALLOWANCE OFFSHORE            | 14 |
| 35  | MEDICALS  | 14 |
| 36  | FUTURE NEGOTIATIONS                                     | 15 |
| 37  | COMMENCEMENT AND DURATION                               | 15 |
| 38  | WITHDRAWAL  | 15 |
| 39  | DIFFERENCES   | 15 |
|   | APPENDIX 1 – TABLE OF PAYMENTS                          | 17 |

## **1 JOINT MEMORANDUM OF AGREEMENT**

This Joint Memorandum of Agreement is made between the individual members of COTA and both Unite and the RMT. The purpose of this Agreement is to set out the minimum level of terms and conditions of employment by COTA member companies in catering, accommodation and ancillary services on recognised types of offshore installation. The standard terms of such contracts will be for each COTA member company to determine but shall be no less than the minimum terms provided for in this Agreement. It is recognised by the parties that there are annual discussions between COTA and the unions to discuss and negotiate terms and conditions of employment, and that this Agreement is a product of those discussions and negotiations. It is jointly recognised that those discussions are the appropriate forum for wage review and negotiations and represent the best way forward for the industry. It is also acknowledged and agreed that no unauthorised action in furtherance of a wage claim or for improvements to terms and conditions of employment will be supported by either Unite or the RMT during the terms of this Agreement.

## **2 APPLICABILITY**

This Agreement shall apply only to Salaried Employees or Ad Hoc Employees at Grades A to E inclusive by reference to the COTA Job Evaluation Grades employed by COTA member companies to work in catering, accommodation and ancillary services on recognised types of offshore installation.

A recognised offshore installation is one only of the following – production platforms: drilling installations: floating production storage and offloading vessels: floating production units: floating, storage and unloading units, and accommodation barges, situated in the northern and southern sectors of the United Kingdom sector of the Continental Shelf.

The COTA companies will recognise the TUPE Regulations and work together as/when a TUPE situation arises for the benefit of the individuals affected by the transfer of their employment.

## **3 DEFINITIONS**

Salaried Employees are those who work a specific recognised offshore installation by a regular rota pattern or are a part of a permanent relief crew and are paid an annual salary for doing so on the basis set out at Section A below.

Ad-hoc Employees are those who are employed to work as and when required by the employer on irregular rotas, which may be on different recognised offshore installations and for different durations and paid a day rate for doing so on the basis set out at Section B below.

Reference to an “an offshore day” is to a period of time of up to 24 hours which must include an over-night stay offshore. The day of return onshore is not counted as an offshore day.

Reference to “the Regulations” is to the Working Time Regulations 1998, as amended.

Reference to a “year” is to the period commencing 1<sup>st</sup> September to 31<sup>st</sup> August inclusive.

Reference to “the unions” is to the RMT and Unite.

## **SECTION A – TERMS FOR SALARIED EMPLOYEES ONLY**

### **3 SALARIES**

The annual salaries for Salaried Employees are set out in the table at Appendix I below. Salaries will be paid on the basis that the employee is engaged to work on a rota which requires the employee to work for an average of up to 161 offshore days per year (excluding annual leave).

Salaries also include:

- (i) payment to reflect the fact that the employee may be requested to carry out work offshore at any point all year round, except when on agreed periods of annual leave or during any periods of compensatory rest under the Regulations; and
- (ii) all periods of annual leave which the employee is entitled under the Regulations, under this agreement or otherwise.

All scheduled offshore days within the employee's rota count towards the contracted 161 working offshore days. If an employee does not carry out their contracted working offshore days, salary is not payable. If an employee does not carry out their contracted working offshore days due to joining, leaving or moving rota during the rota year then there will be a reconciliation of days with pay being adjusted by adding or deducting days. Payments otherwise due are set out below.

There may be occasions where the employee and the employer agree that the employee works less than the normal shift pattern for that unit i.e. job share or a reduced annual trip rotation or work across various units. In these circumstances the employee will be paid the salary for the new contracted offshore days and in line with Appendix 1, other contractual entitlements being paid on a pro rata basis.

#### **Job Share**

When job sharing equally with one other employee i.e. one full-time employee and two employees alternating trips, the new annual salary will be half that of a full-time employee on that unit. The salary calculated as below:

Appendix 1 salary for the grade divided by two

When job sharing two roles equally with two other employees i.e. each working one trip in three such as 2/4 or 3/6, the new annual salary will be two thirds that of a full-time employee on that unit. The new salary will be calculated as below:

Appendix 1 salary for the grade divided by three multiplied by two

#### **Multi-unit Cover**

When working across various units, the new salary will be pro rata that of a full-time employee calculated as below:

Appendix I salary for the grade divided by 161 multiplied by the number of scheduled offshore days per year

The exception would be if the employee by mutual agreement is scheduled to work more than 168 offshore days, in this scenario the additional days over 161 up to 182 are to be paid as additional days as if they were a full-time employee. Therefore, the employee should be paid in line with a full-time employee.

### **4 ROTAS**

Salaried Employees can be required to work for up to 161 offshore days on average per year (having regard to work patterns which may repeat over a period longer than a year and exclusive of holidays). The specific rota arrangements may vary depending on the installation on which the work is carried out.

Salaried Employees may be required to work up to an additional 7/21 rota'd days offshore per year. Payment for those additional days will be made at the additional offshore daily rate as set out in Appendix I.

Salaried Employees can also be required to attend training, medicals or survivals (or carry out other reasonable and suitable onshore work in the event of a temporary downman) at any time when not on either (i) scheduled annual leave, or (ii) any period of compensatory rest.

## **5 HOURS**

When working offshore the usual daily shift pattern will be 12 hours per shift, with rest breaks. Daily rest is provided between shifts. All other compensatory rest required by the Regulations is provided for upon return onshore.

## **6 ADDITIONAL DAYS**

### **(a) OVERTIME RATE**

An offshore overtime daily rate as set out in Appendix I shall be paid when:

- (i) the employee is required to work a period offshore which exceeds the normal work cycle for that installation (normally 14 or 21 days), but not if the employee and his/her back to back agree between themselves to alter their rota, or
- (ii) the employee works in the excess of an average of 182 days offshore in a year according to the standard rota.

### **(b) ADDITIONAL DAILY RATE**

Employees can be required by their employer to work offshore up to 168 days and thereafter by mutual agreement can work in excess of 168 days on average per year. In that event, employees will be paid at the additional offshore daily rate, unless overtime rate applies.

In any year, where the employee is required to undertake onshore training, will be paid at the onshore training daily rate.

Any time worked over the standard 12 hour shift will be paid in blocks of an hour at the offshore overtime hourly rate regardless of whether the employee works the full hour. The expectation is that the employee works the full hour.

## **7 ANNUAL LEAVE**

A salaried employee has an entitlement to 28 days Company Annual Leave during each holiday year, for employees who are contracted to work less than 161 offshore days the entitlement is pro-rata. Annual leave forms part of the period of paid onshore leave and is factored into the general work cycle. Payment for annual leave is paid in addition to salary, in equal instalments throughout the year unless an employee does not carry out the contracted working days offshore in which case the annual leave is accrued. Where salaried employees are paid additional payments over and above their annual salary (in line with Salaries and Appendix I), excluding travel allowance, they will be entitled to an additional 11.83% holiday pay to provide compensation for average holiday pay.

An employee has the right to make an application in writing to designate 28 days per year or their pro rata'd days per year, during the onshore period, as Company Annual Leave. A period of Company Annual Leave cannot be taken in blocks of more than 2 weeks. If an application for Company Annual Leave is approved by the employer, the Salaried Employee will not be required to be available for work or to attend training, medicals or offshore survival courses during that period. Annual leave will continue to be paid as above. The employer has the right to accept or decline an application for Annual Leave in accordance with business or client needs. The employer also has the right to dictate when Company Annual Leave must be taken, should it wish to do so.

Unless with prior written agreement, or under the Regulations, there is no entitlement to carry forward any unused entitlement to Company Annual Leave from one year to the next. The holiday year is from 1<sup>st</sup> September until 31<sup>st</sup> August.

## **8 TEMPORARY DOWNMANNING**

In the event of temporary down manning, salaried employees are obliged to work on any installation, vessel covered by this Agreement or other location onshore as the employer directs. In the event of a requirement to reduce the number of employees at any work site the employee may be required to work at a different worksite, only once the normal onshore leave period has been taken. After the normal onshore leave period has been taken the employee must be contactable and available to mobilise. That work may be on a different rota or other work pattern. In that event, the employee will not be entitled to loss of leave payment under the clause below. The employer will endeavour, so far as reasonably practicable, to offer work based on the same rota or its nearest equivalent.

When the employee is temporarily downmanned from the unit to which he/she is assigned, and redundancy does not apply, their normal salary and appropriate allowances will continue to be payable.

## **9 LOSS OF LEAVE DUE TO CHANGE TO CREW CHANGE DAY**

If, due to operational requirements, an employee's normal leave period is cut short the salaried employee will be paid overtime daily rate for each day they have worked during their normal leave period in addition to their normal salary.

## **SECTION B – TERMS FOR AD HOC EMPLOYEES ONLY**

### **10 ROTAS AND HOURS**

Ad-hoc employees are employed to work on irregular rotas, which may be on different recognised offshore installations for periods of time that vary. Ad-hoc employees have no guaranteed minimum number of offshore working days per year. Ad-hoc employees are employed to work as and when required by their employer. The Ad-hoc employee will be informed by the employer prior to the start of each period offshore how long that tour of duty is expected to last. When working offshore the usual daily shift pattern for the Ad-hoc employee will be 12 hours per shift, with rest breaks. Daily rest is taken offshore between shifts. All other compensatory rest required by law is provided for immediately after the period worked offshore.

### **11 RATES OF PAY**

Ad-Hoc employees are paid for the offshore work they carry out and for any onshore work or training. The table of payments in Appendix I below sets out:

- The offshore day rate;
- Any time worked over the standard 12 hour shift will be paid in blocks of an hour at the offshore overtime hourly rate regardless of whether the employee works the full hour. The expectation is that the employee works the full hour. The offshore overtime daily rate, which is payable if an employee is required to work a period offshore which exceeds the normal work cycle for that installation (normally 14 or 21 days).
- The offshore overtime daily rate, which is payable if an employee is required to work a period offshore which exceeds the normal work cycle for that installation (normally 14 or 21 days)
- The rate for paid annual leave; and
- The onshore training daily rate that will apply should an Ad-hoc employee be required to attend training, for example a survival course.

### **12 PAID ANNUAL LEAVE**

Due to the nature of ad-hoc work, annual leave is accrued relative to the number of days worked offshore. Annual leave under the Regulations shall accrue at the rate of 12.07% of a day for each scheduled offshore day worked up to the normal work cycle for the installation [Note – being 5.6 weeks per annum as a percentage of the remaining 46.4 weeks under the Regulations]. Where employees are paid additional payments over and above each scheduled offshore day excluding travel allowance they will be entitled to an additional 11.83% holiday pay to provide compensation for average holiday pay. Such annual leave once accrued is taken and paid for (unless otherwise provided for or agreed including as below) immediately following any period of compensatory rest, until the annual leave is exhausted.

Ad-hoc employees may request that annual leave pay is accrued and not paid to them under the provision above but paid when they make a request for that during (and before the end of) each holiday year. Ad-hoc employees may also request a period of annual leave having accrued same and if the application is approved by the employer the employee will not be required to be available for work or to attend training, medicals or survival courses during that period.

### **13 TEMPORARY DOWNMANNING**

In the event of a requirement to reduce the number of employees at any work site temporarily the ad-hoc employee will be paid up to the end of his/her specified tour of duty for that installation whether the ad-hoc employee is required to work at another worksite during that period or not. During the temporary downman period the ad-hoc employee must be contactable and available to mobilise. Thereafter, the ad-hoc employee is not entitled to payment until he or she returns to work.

## SECTION C – TERMS COMMON TO SALARIED AND AD-HOC EMPLOYEES

### 14 CHRISTMAS AND NEW YEAR BONUS

All employees working on Christmas Day or New Year's Day will receive a payment of £100 for each day.

### 15 TRAVEL ALLOWANCES

Employees will be paid travel allowances as detailed below, dependent on their current home address and the point of departure. The employee is responsible for ensuring their home address is accurate with their employer in line with their Company procedure. The allowances below will apply depending on their distance from the point of departure to the current home address.

| Distance from point of departure (miles) | Allowance |
|--|-----------|
| 0 – 10                                   | £35.00    |
| 11 – 25                                  | £57.50    |
| 26 – 149                                 | £105.00   |
| 150+                                     | £130.00   |

The allowances comprise of a reasonable contribution towards expenses incurred i.e. mileage, rail, accommodation etc.

### 16 TRAVEL ALLOWANCES WHEN STOOD DOWN AT POINT OF DEPARTURE

Only when an employee is instructed by the employer to go home and to return to the normal departure point on a future date will the following travel allowances apply. If an employee returns home against specific instructions from the employer no travel allowance will be paid.

| Distance from normal point of departure (miles) | Allowance                       | Procedure   |
|---|---------------------------------|---|
| Up to 11  | Up to £17.50 per single journey | Expenses will be processed in line with the employer's normal expenses reclaim procedure and on production of receipts. The standard will be second class public transport or equivalent, and taxis will be shared where reasonably possible. |
| Between 11 and 25                               | Up to £57.50 per return journey | As above  |
| Between 26 and 149                              | Up to £105 per return journey   | As above  |
| Over 150 miles                                  | Up to £130 per return journey   | As above save that the employee is not expected to return home and return the next day.   |

### 17 LIFE ASSURANCE

Employees will be covered by life assurance to the value of £75,000. Should an employee work for more than one COTA company then the payment will be payable by the last company the individual worked for. Life Assurance payment is governed by the COTA Companies Life Assurance provider scheme rules and exceptions in place at the time of death. Individual COTA companies are not liable for payment of any Life Assurance where the employee does not meet the eligibility criteria of the Life Assurance scheme rules/exceptions.

## **18 PENSION**

A Pension Plan is open to all employees who contribute to the pension scheme a minimum of:

- 5.5% of their basic salary for salaried employees, or
- 5.5% of day rate scheduled offshore days (up to the normal work cycle for the installation) for ad-hoc employees.

Personal employee pension contributions are either 5.5%, 6% or 6.5% which will be matched by COTA employer company. An employee may contribute more than 6.5%, however the employer's contribution shall be capped at 6.5%.

## **19 TEMPORARY DISTURBANCE PAYMENTS**

Where an employee is required to undertake temporary shuttle flight arrangements whilst offshore to perform his/her normal duties, he/she will be paid £30 per day for each return journey. If the employee is not allowed to return to the normal installation and cannot be provided with a dedicated permanent bed within the accommodation facility he/she will be paid an additional sum of £20 per night.

## **20 MATERNITY LEAVE**

The aim of this provision is to encourage all employees to highlight at the earliest possible time the fact that they are pregnant. This allows their employer, its medical advisers and the employee to plan the best way forward for handling the pregnancy period.

### *Stage I*

When the employee indicates to the employer that she is pregnant, then that employee will not be allowed to restart work until she is either examined by the employer's medical advisers or until a medical report has been submitted. A conference will then be called by the employer at which the employee and her representative will attend.

If the employee is a trade union member she will be entitled to representation. Prior to the case conference the client of the employer and their medical representatives will be advised how the employer wishes to proceed with the case.

The employee will be paid until the case conference is called and if in the unlikely event an employee discovers that she is pregnant whilst working offshore the employee may be allowed to finish her offshore work cycle at the discretion of the employer and client of the employer.

### *Stage II*

If the medical advice is that the employee should not be returned to her normal offshore employment, then the employer will look to find some reasonable alternative employment onshore. If no alternative employment can be found, then the employee will be suspended for medical reasons and will receive normal pay until the date of confinement. Thereafter the employee will be entitled to receive statutory maternity pay ("SMP").

If the medical advice allows the employee to continue her normal offshore employment, but she does not wish to continue working, she will be allowed to take unpaid maternity leave and will only be entitled to benefit under the statutory maternity pay fund.

### *Stage III*

The employee's right to the appropriate rate of SMP and maternity allowance will be determined by her length of service and the appropriate legislation which applies at that time.

In calculating normal weekly pay for an ad-hoc employee an average will be taken over the 13 week period immediately preceding intimation by the employee of her pregnancy.

## **21 SPECIAL LEAVE**

Employees shall be allowed up to seven days special leave from their scheduled offshore days either on the death of or in exceptional circumstances of an immediate family member (or the equivalent). Salaried employees shall remain on their normal salary and ad-hoc employees shall be paid at their offshore day rate for up to seven days they were scheduled to be offshore once confirmation of the death or exceptional circumstances has been received.

## **22 SHIFT CHANGES/NIGHT SHIFT START**

The arrival day offshore will count as a day worked offshore for the purposes of calculating the number of days worked offshore. Where night shift employees arrive on the installation after 3.00pm on the first day of their work cycle, they will be given four hours rest before being required to commence work. In addition, when late arrival on the installation is due to delays, they will be given the clients' normal rest period before being required to commence work. They will be paid as normal for that shift.

When employees are required to change shift during their offshore cycle, they will be granted at least eight hours rest before commencing the revised pattern, save for exceptional operational or safety reasons. As a result of this change any hours worked in excess of twelve in any shift will be paid at overtime hours rate as detailed in Appendix I.

## **23 ACCOMMODATION FOR LATE ARRIVALS**

Overnight accommodation will be provided at the crew change location where an employee's normal crew change is delayed and he/she is prevented from travelling home on the same day by public transport. Their employer will organise accommodation at the request of the Unit Manager.

## **24 ACCOMMODATION FOR NIGHTSHIFT**

Overnight accommodation will be provided at the crew change location where an employee has worked nightshift before demobilising onshore. Their employer will organise accommodation at the request of the Unit Manager prior to the employee demobilising. Should accommodation be provided, and the employee fail to check-in without reasonable cause then they will be liable for the costs of the accommodation.

## **25 CREW CHANGE DELAY**

### Crew Change Delay Outbound

Where a salaried employee is delayed and prevented from travelling offshore on the day of their scheduled crew change for reasons of weather or operational delay, their day of delay will be included in the calculation of the 161 offshore working days. Where this happens to an ad-hoc employee, the day of delay will be paid at the offshore day rate as specified in Appendix I.

In these circumstances then providing the employee lives out with a 26-mile radius of the departure point they will be provided with accommodation by their employer or are given a £40.00 allowance to find their own accommodation. Employees will also be entitled to £10.00 subsistence for lunch and/or £20.00 subsistence for dinner in line with their employer's normal expenses procedure.

### Crew Change Delay Inbound

Should an employee work on the unit beyond their normal check in time then they will be paid the offshore overtime hourly rate for the additional hours worked or offshore overtime daily rate for additional nights spent offshore. A payment of £75 will be payable where an employee has worked nightshift and been delayed departing the unit by 6 hours or more, this payment will not be paid if the employee spends an additional night offshore.

## **26 IN-TRANSIT DELAY PAYMENT**

In circumstances where an employee has left their unit but is subsequently delayed overnight while in transit back to their final destination (usually the heliport) they will receive a payment of 8 hours at the Offshore Hourly Rate as set out in Appendix I. This payment will only be made if an employee is prevented as a result of the delay caused by weather from continuing on with their journey to the shore base via whatever means of transport.

## **27 SICK PAY**

Where an employee is absent from scheduled work offshore by reason of ill health, the intention of the employer is to ensure that the employee continues to receive sick pay for a period as provided below during the period of certified absence from work. Employees require to comply with the employer's sick pay requirements.

The following minimum sick pay entitlements will apply in any 12 month period (inclusive of Statutory Sick Pay ("SSP") entitlement at both levels):

- Less than 1 years' service – SSP
- More than 1 years' service

Up to 21 days at the sick pay rate as set out in Appendix I with the first seven days being paid at SSP, then up to a further 21 days at half the sick pay rate followed by SSP.

For employees who are contracted to work less than 161 offshore days the entitlement is pro-rata.

These provisions commence on the first day of scheduled work (taking into account the normal flight schedule for that employee's normal place of work if a salaried employee, or when the ad-hoc employee would reasonably be expected to have gone offshore), is payable for scheduled offshore days missed due to ill health and will continue until sick pay is exhausted or the employee is signed fit to return to work whichever comes first.

If the employee has been absent for a continuous period of 12 months or more, no further sick pay is payable until he/she has returned to work.

## **28 ILL HEALTH CAPABILITY**

### **Objective**

The objective of this clause is to provide a compensatory payment to COTA employees who are employed to work offshore but who, because of a diagnosed medical condition, are subsequently declared to be permanently unfit for further work offshore. It is recognised that offshore work enjoys certain levels of earnings which are not usually available in comparable roles onshore. Therefore, when an employee's employment is terminated on qualifying medical grounds (prior to the employee attaining the age where they would otherwise be able to access their state pension as a means of alternative income) compensation payment will be offered to the employee in accordance with the terms of this clause, subject to the employee signing a settlement agreement. The aim of this payment is to provide a small measure of financial assistance in the transition from working offshore to either being out of work and/or working for a different employer onshore (in circumstances where the employee is medically capable of working onshore but not offshore). It is not intended to be a payment which would be offered to those who choose to cease work offshore or to those who are of an age where they might otherwise be able to retire. It is recognised that employees may have differing pension arrangements therefore, so as to retain uniformity as to how this clause is applied, an employee (irrespective of actual pension arrangements) will not be deemed to be at an age "where they would otherwise be able to access their pension and retire" before they reach the state retirement age.

## **Scope and qualifying criteria**

This clause applies to all COTA staff from their first start date or continuous start date (for TUPE employees) to the state retirement age. An employee will only be entitled to the payment under this clause if he/she is deemed to be permanently unfit for further work offshore. In order to be deemed to be “permanently unfit for further work offshore” the employee must be absent from work offshore because of a diagnosed medical condition for six months continuously and, thereafter, be certified as being likely to be unable to return to work offshore for at least a further twelve months as at the date when the certificate to that effect is issued by a medical practitioner approved by the relevant COTA company. An employee who may be deemed to be “permanently unfit for further work offshore” should be assessed by a medical practitioner approved by the relevant COTA company after six months continuous absence. The employers may at their sole discretion choose to waive the absence qualifying period.

Should an employee appeal any decision of the company appointed medical practitioner that appeal shall be to a medical referee jointly appointed by the COTA company and full-time official of either of the unions. The medical referee’s decision will be final.

## **Exclusions**

An employee will not qualify for payment if:

- Suitable alternative onshore employment is offered by the employing COTA company; or
- The diagnosed medical condition arises out of the employee’s indiscipline, negligence or misconduct.

A payment made under the terms of this clause is not to be regarded as an admission of liability in respect of damages for a diagnosed medical condition.

## **Service**

For the purpose of this clause, continuous service is any period of employment with any COTA company without a break in that service and includes TUPE transferred service. Separate periods of company service will not be aggregated except when the employee has left the COTA company’s employment for a period of less than two months. For the purpose of this Clause, company service only covers employment as a COTA graded employee.

## **The Payment**

The payment due under the terms of this clause will be calculated as below once an employee has 2 years or more service with length of service being capped at 20 years:

- half a week’s pay for each full year you were under 22 years of age
- one week’s pay for each full year you were 22 or older, but under 41
- one and half week’s pay for each full year you were 41 or older

This payment calculation method was adopted as COTA wanted to acknowledge length of service, reward loyalty and to mitigate older workers against any additional labour market disadvantages in having to return to work onshore (presuming the employee is fit to do so) after having spent a period of time working offshore. The number of weeks payable will be paid at £800 per week. For employees not contracted to work 161 offshore days their entitlement is statutory redundancy pay. Any employee contracted to work less than 161 offshore days prior to 1<sup>st</sup> September 2020, their entitlement is £800 for each week’s pay up to and including 31<sup>st</sup> August 2020, thereafter their entitlement is statutory redundancy pay.

The payment is a one off “all encompassing” payment inclusive of contractual notice pay and subject to the usual statutory deductions. The “all encompassing” payment does not include payment for holiday pay.

## **Ill Health Capability Process**

In the event that an employee does not qualify for the compensation payment, they decline to sign a settlement agreement, or their contractual notice is of a higher value than the compensation payment, the Company will follow its internal processes and procedures for the management of absence due to ill health. This may result in the employee subsequently being dismissed on the grounds of ill health capability and any payments owed to the employee paid in accordance with their contract of employment and subject to the usual statutory deductions.

## **29 RETURN TO WORK**

Where an employee is fit to return to work after a period of bereavement leave, compassionate leave or sickness absence, it may not be possible to achieve an immediate return to work offshore due to logistical constraints or for other reasons. The employer will request travel by helicopter on the following day, or the next day on which a flight is scheduled, if thereafter, and any days after the first scheduled flight to the installation, whether the flight is taken or not will be included when calculating the contracted offshore working days for salaried employees. Salary will resume on the day of that first scheduled flight.

Ad-hoc employees will be found work as soon as reasonably practicable and paid from the date of departure offshore.

## **30 REDUNDANCY PAYMENTS AND JOB SEVERANCE SCHEME**

In the event of a redundancy situation arising, those employees selected for redundancy and who have at least two years' service will be entitled to a payment based upon statutory provisions. The number of weeks payable will be at £800 per week up to and including 30<sup>th</sup> September 2021, thereafter their entitlement is statutory redundancy pay.

For employees not contracted to work 161 offshore days their entitlement is statutory redundancy pay. Any employee contracted to work less than 161 offshore days prior to 1<sup>st</sup> September 2020, their entitlement is £800 for each week's pay up to and including 31<sup>st</sup> August 2020, thereafter their entitlement is statutory redundancy pay.

### **Voluntary Redundancy**

When voluntary redundancy is being considered to mitigate compulsory redundancy, payment will be at the statutory rate and not at the COTA enhanced rate. Voluntary redundancy at the statutory rate will only apply to the employee seeking voluntary redundancy if all parties agree to the arrangement i.e. the employer and the employee seeking voluntary redundancy. If there are no other suitable alternatives, the employee whose position is currently under threat of compulsory redundancy needs to agree the arrangement as well.

Employees with more than six months but less than two years' service will be paid job severance at the rate of £4 for each full week of service. Each employer will deal with the management of the redundancy, including selection criteria, in accordance with their own policies and procedures.

## **31 ALCOHOL AND DRUGS**

Employees may be required to submit to test for alcohol or illegal drugs. Tests shall typically be breathalyser tests, urine or blood analysis and be carried out by a suitably qualified person. Positive results from, or refusal to submit to such tests may result in disciplinary action up to, and including, dismissal.

## **32 UNIFORMS AND PROTECTIVE CLOTHING**

Each employer will supply appropriate protective/safety clothing as is required to all employees at no cost to the employee. Further uniforms for normal working will be supplied to each employee again at no cost to the employee.

### **33 TRAINING**

It is essential for the employment of all employees that they possess the required safety or operational certification to enable them to travel and work offshore. Whilst in employment when any employee is required to attend mandatory or operational training, the following shall apply:

- The cost of the training course will be borne only by the employer, unless the employee fails to attend or complete same without reasonable cause.
- Attendees at the course will receive payment at the onshore training daily rate specified in Appendix I for each full day on the course.
- Attendees at online remote industry training will receive payment at the remote onshore training rate specified in Appendix I for attendance at a half day course.
- Reasonable travel in line the Travel Allowance When Stood Down at the Departure Point, accommodation and subsistence expenses (in line with Crew Change Delay Outbound) will be met by the employer.
- Where the employee uses their vehicle to travel to attend a training course, they will be entitled to claim £0.30 per mile travelled between their current home address and the training venue.
- Where employees ask to attend a training course, and that request is granted but the course is subsequently changed, altered or cancelled without the employee's knowledge, the employee will be paid for the first day of the course as if they had attended.
- If the employer instructs the employee to attend a training course during scheduled offshore time those days should be regarded as offshore days until the return to the installation or until the end of the normal or scheduled trip whichever is the earlier.
- Where COTA member companies have formal recognition agreements with either of the unions, and employees who are properly accredited shop stewards attend in-house or external union training such as provided by STUC, the above provisions and allowances will apply.

### **34 EMERGENCY TRAINING DUTIES ALLOWANCE OFFSHORE**

Payment of 3 hours overtime will be paid for any emergency training to fulfil secondary emergency training duties undertaken out with the normal working 12-hour day while offshore.

"Secondary" emergency training is defined as learning and practicing the use of apparatus or application of techniques connected directly to the individual's specific emergency duty.

The overtime payment will be paid as set out in Offshore Overtime Hourly Rate in Appendix I.

These payments apply to:

- First aider or advanced first aider training
- Coxswain training
- Fire team member training

Payments within this clause are not payable for simply attending your muster point or secondary muster point as part of a muster drill.

### **35 MEDICALS**

It is a condition of employment that all employees are required to pass a medical examination periodically to a standard acceptance to the employers and their clients. The cost of this medical and subsequent medicals will be met by the employer at no cost to the employee. No additional payment shall be made for attending medicals.

### **36 FUTURE NEGOTIATIONS**

Negotiations may take place between the unions and COTA involving the Shop Stewards Negotiation Committee. When shop stewards who are Salaried Employees are required to attend formal negotiations, or a full Shop Stewards Committee meeting to elect a negotiating team or to review (on one occasion) the outcome of the negotiations, they will be permitted requisite time off and paid their salary in the usual way. Notice of the identity of shop stewards shall be given at least three months prior to negotiations commencing. A maximum of two shop stewards (one from each recognised trade union) employed by each COTA member company up to a maximum of six shall be entitled to attend.

Those who are salaried employees shall continue to receive their normal salary when attending such meetings if they would otherwise have been working offshore. Those who are ad-hoc employees shall be paid the offshore day rate if they would otherwise have been working offshore. Salaried and ad-hoc employees who are not scheduled to be offshore when attending formal negotiations shall receive £100 per day.

Reasonable travel in line with Travel Allowance When Stood Down at the Departure Point, accommodation and subsistence expenses in line with Crew Change Delay Outbound will be met by the employer.

Salaried employees participating in a telephone ballot will be permitted requisite time off and paid their normal salary. Salaried and ad-hoc employees who are not scheduled to be offshore when participating in a telephone ballot will be paid 8 hours at offshore delay hourly rate.

### **37 COMMENCEMENT AND DURATION**

This Agreement will apply with effect from 1<sup>st</sup> October 2021 to 31<sup>st</sup> August 2022. No less than six months prior to the termination of this Agreement the parties shall enter discussions with a view to agreeing revised terms.

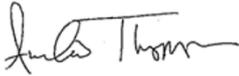
### **38 WITHDRAWAL**

Either COTA, any of its member companies or either of the unions, may withdraw from this agreement giving no less than 3 months written notice of its intention to do so to the other parties. If such notice is given the parties shall continue to discuss any issues of difference between them in good faith.

### **39 DIFFERENCES**

In the event of any difference between the parties as to any matter provided for in this Agreement the parties may, if all so agree, invoke the services of an arbitrator, ACAS, or mediator to seek to resolve the same. The parties recognise that for this Agreement to be effective it will have to be monitored closely by both COTA and the unions. If a breach of its terms is suspected by either party, this will be reported to a meeting convened by COTA and the full-time officials of the unions. The meeting will be arranged within two weeks of the request.

**SIGNATORIES**

|   |   |           |            |      |
|---|---|-----------|------------|------|
| Andrew Thomson, Aramark                         |    | Signature | 01.10.2021 | Date |
| Craig Ogden, Contrak Catering                   |    | Signature | 01.10.2021 | Date |
| Ronnie Kelman, Compass                          |    | Signature | 01.10.2021 | Date |
| Peter Bruce, Entier                             |    | Signature | 01.10.2021 | Date |
| Jose Luis Coelho Lopes, FOSS & ESG Catering     |    | Signature | 01.10.2021 | Date |
| Cunera Vlaar, Sodexo                            |    | Signature | 01.10.2021 | Date |
| Stuart MacBride, Trinity International Services |   | Signature | 01.10.2021 | Date |
| Shauna Wright, Unite, the Union                 |  | Signature | 01.10.2021 | Date |
| Jake Malloy, RMT                                |  | Signature | 01.10.2021 | Date |

## Appendix I

| Position | Annual Salary Up to 161 Days | Additional Annual Salary 161 to 168 Days (non pensionable) | Additional Annual Salary 161 to 182 Days (non pensionable) | Holiday Pay 161, 168 or 182 Days (pensionable) | Ad-hoc Day Rate * Plus holiday pay paid at 12.07% | Additional Offshore Daily rate | Premium Offshore Daily rate | Onshore / Training Daily Rate | Onshore / Training Half Daily Rate | Offshore Hourly Rate | Offshore Overtime Hourly Rate | Sick Pay Daily Rate |
|----------|------------------------------|--|--|--|---|--------------------------------|-----------------------------|-------------------------------|------------------------------------|----------------------|-------------------------------|---------------------|
| Grade A  | £32,064.66                   | £1,619.00  | £4,857.01  | £5,576.46                                      | £206.82   | £206.82                        | £310.23                     | £137.88                       | £68.94                             | £17.23               | £25.85                        | £75.73              |
| Grade B  | £35,416.86                   | £1,788.26  | £5,364.78  | £6,159.45                                      | £228.44   | £228.44                        | £342.66                     | £152.29                       | £76.15                             | £19.04               | £28.56                        | £84.49              |
| Grade C  | £37,457.34                   | £1,891.29  | £5,673.87  | £6,514.32                                      | £241.60   | £241.60                        | £362.40                     | £161.07                       | £80.53                             | £20.13               | £30.20                        | £89.96              |
| Grade D  | £39,449.24                   | £1,991.86  | £5,975.59  | £6,860.74                                      | £254.45   | £254.45                        | £381.68                     | £169.63                       | £84.82                             | £21.20               | £31.81                        | £95.46              |
| Grade E  | £42,850.04                   | £2,163.58  | £6,490.73  | £7,452.18                                      | £276.39   | £276.39                        | £414.58                     | £184.26                       | £92.13                             | £23.03               | £34.55                        | £104.45             |



Aramark  
7B International Avenue  
ABZ Business Park  
Dyce  
Aberdeen  
AB21 0BH  
Tel: 01224 214 000



Contrak Catering  
Services  
Tel: 00971 26679990



Entier  
The Olive House  
Endeavour Drive  
Arnhall Business Park  
Westhill  
Aberdeenshire  
AB32 6UF  
Tel: 01224 356 040



ESS Support Service  
Suite D, Pavilion 7  
Kingshill Park  
Venture Drive  
Arnhall Business Park  
Westhill  
Aberdeenshire  
AB32 6FL  
Tel: 01224 623 600



FOSS & ESG Catering Ltd  
Amfitritis 8A  
3075 Limassol  
Cyprus  
Tel: 0049 170 850 8570



Sodexo Remote Sites  
Scotland Ltd  
The Exchange No. 2  
62 Market Street  
Aberdeen  
AB11 5PJ  
Tel: 01224 324 388



Trinity International  
Services Ltd  
Alliance House  
11 Bon Accord Square  
Aberdeen  
AB11 6DJ  
Tel: 01224 211 755



RMT  
106 Crown Street  
Aberdeen  
AB11 6HJ  
Tel: 01224 210 118



Unite The Union  
42-44 King Street  
Aberdeen  
AB24 5TJ  
Tel: 01224 645 271

