



**Joint Memorandum of Understanding between:  
Caterers Offshore Trade Association (COTA)  
Rail, Maritime & Transport Workers Union (RMT)  
Unite The Union (UNITE)**

**2025/2026**

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## 1. COTA DEFINITIONS, TERMS AND REFERENCES

| <b>General Definitions</b>      |                                                                                                                                                                                                                                                                                                    |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COTA                            | Caterers Offshore Trade Association                                                                                                                                                                                                                                                                |
| 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.                                                                                                                      |
| Adhoc 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.                                                                              |
| COTA year/'a year'              | The period commencing 01 September to 31 August inclusive.                                                                                                                                                                                                                                         |
| 'the unions'                    | RMT and Unite<br>RMT: Rail, Maritime & Transport Workers Union<br>Unite: Unite the Union                                                                                                                                                                                                           |
| Offshore Installation           | 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. |
| <b>Working Time Definitions</b> |                                                                                                                                                                                                                                                                                                    |
| Rotation Patterns               | Agreed rotation schedule showing agreed schedule (work cycle and field break periods). Typically, should demonstrate 161 working offshore days in a year.                                                                                                                                          |
| Work Schedule                   | Combined period (in days) of work cycle and field break i.e.<br>14 days' work cycle<br>21 days' field break<br>35 days' work schedule                                                                                                                                                              |

|                                           |                                                                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Work Cycle                                | Period of offshore days (typically 14 or 21), during which an employee is working offshore days at an offshore installation.                                     |
| Field Break                               | Period between two work cycles.                                                                                                                                  |
| Extended Field Break /<br>Scheduled Leave | Period in a 182 day rota which is designed as extended field break or scheduled leave reducing working offshore days to 161 (3:3) or 168 (2:2) rotation pattern. |
| Offshore Day                              | A period 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.                          |
| Work Period                               | Period within the offshore day (usually 12 hours) during which an employee is working.                                                                           |
| Rest Period                               | Period between two working periods. Will form part of an offshore day.                                                                                           |
| Additional Offshore Day(s)                | Offshore days worked beyond the end of an agreed work cycle.                                                                                                     |
| Loss of Leave                             | When an employee's field break is cut short due to operational requirements.                                                                                     |
| Annual Leave                              | Salaried employees are entitled to 28 days annual leave in each year.<br><br>Adhoc employees are paid 12.07% for each scheduled offshore day.                    |
| <b>Legislation/Guidance</b>               |                                                                                                                                                                  |
| 'the Regulations'                         | The 'Working Time Regulations 1998'.                                                                                                                             |
| TUPE                                      | 'Transfer of Undertakings (Protection of Employment) Regulations 2006' and its amendment in 2014 (TUPE).                                                         |
| OIM Guidance                              | OIM guidance for offshore rota and rest period. Published by Step Change in Safety. Revision 2. April 2021                                                       |
| <b>Maternity/Paternity</b>                |                                                                                                                                                                  |
| SAP                                       | Statutory Adoption Pay                                                                                                                                           |
| ShPP                                      | Shared Parental Pay                                                                                                                                              |

|                       |                                                                                                                                                                                                                                                                     |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SMP                   | Statutory Maternity Pay                                                                                                                                                                                                                                             |
| SPL                   | Share Parental Leave                                                                                                                                                                                                                                                |
| SPP                   | Statutory Paternity Pay                                                                                                                                                                                                                                             |
| SSP                   | Statutory Sick Pay                                                                                                                                                                                                                                                  |
| <b>Redundancy</b>     |                                                                                                                                                                                                                                                                     |
| Redundancy            | Qualifying employees with a minimum of two years' service will be entitled to a payment based upon government statutory provision.                                                                                                                                  |
| <b>Medication</b>     |                                                                                                                                                                                                                                                                     |
| Elective Medication   | Elective medication is medication that is chosen (elected) by the employee (or at the advice of a medical professional i.e. a doctor) to assist them with a situation that is advantageous to them but is neither essential, nor necessarily a medical requirement. |
| Self-Medication       | Is the act of an employee taking medicine or drugs to help them with a condition (i.e. antihistamines to alleviate hay fever symptoms) without asking a medical professional i.e. a doctor.                                                                         |
| <b>Websites</b>       |                                                                                                                                                                                                                                                                     |
| COTA                  | <a href="https://www.cota.org.uk/">https://www.cota.org.uk/</a>                                                                                                                                                                                                     |
| Job Descriptions      | <a href="https://www.cota.org.uk/JobGrades.html">https://www.cota.org.uk/JobGrades.html</a>                                                                                                                                                                         |
| COTA WorkSave Pension | <a href="https://www.legalandgeneral.com/workplace/c/cota/">https://www.legalandgeneral.com/workplace/c/cota/</a>                                                                                                                                                   |

## **2. SCOPE AND PRINCIPLES**

This Joint Memorandum of Agreement is made between the members of the Catering Offshore Trade Association (COTA) and the recognised trade unions (Unite and RMT). The members of COTA will speak with 'one voice' as will the unions.

The intention of this Agreement is:

- a) To deliver fair, equitable and transparent minimum rates of pay, related allowances, working hours and holiday entitlement across the catering companies operating in the UK continental shelf.
- b) It is for each employing organisation to determine the standard terms and conditions of employment for each group of employees; however, these terms shall be no less favourable than the minimum base terms provided in the COTA Agreement.
- c) It is for each employing organisation to determine their company policies and procedures in relation to disciplinary, grievance, absence management, training and diversity & inclusion.

The principles of this Agreement are:

- a) Commitment to encourage and provide a safe and healthy working environment.
- b) Maintenance of fair and equitable minimum standard of base rates of pay and related allowances.
- c) Maintenance of good employment practices including legislative changes and industrial relations.
- d) Recognising the voice of catering employees in the UK continental shelf.
- e) Working in partnership to maintain COTA and continually review in line with the needs of the sector.
- f) Protecting the viability of COTA by encouraging additional companies to join.

The bargaining unit is all Salaried and Adhoc Employees, Grades A to E inclusive by reference to the COTA Job Evaluation, employed by COTA member companies to work in catering, accommodation and ancillary services on recognised types of offshore installation ("Bargaining Unit"). A recognised offshore installation is a production platform, drilling installation, floating production storage and offloading vessel, floating production unit, floating, storage and unloading unit, and accommodation barge, situated in the northern and southern sectors of the United Kingdom sector of the Continental Shelf.

This Agreement (and the procedures set out within it) deals with collective issues affecting employees in the Bargaining Unit only. Individual issues will be dealt with under the relevant internal member company procedures (e.g. company disciplinary and grievance procedures).

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 RMT or Unite during the terms of this Agreement.

The COTA Agreement is a voluntary recognition agreement, binding in honour only.

The COTA companies will recognise the Transfer of Undertakings (Protection of Employment) Regulations 2006 and its amendment in 2014 (TUPE) and work together as/when a TUPE situation arises for the benefit of the individuals affected by the transfer of their employment.

### **3. CONDITIONS OF EMPLOYMENT APPLICABLE TO SALARIED AND ADHOC EMPLOYEES**

#### **3.1 TRAINING CERTIFICATION**

It is a condition of employment that all employees have the valid safety or operational certification to enable them to travel and work offshore as specified in their job description and client specific requirements.

Whilst in employment when any employee is required to attend training, the following shall apply:

- a) The cost of the training course will be borne by the employer, unless the employee fails to attend or complete same without reasonable cause. In this instance the employee will be liable for the costs of the training course and any associated costs incurred e.g. travel and accommodation.
- b) Attendees at onsite training courses, will receive payment as set out in Appendix 6, Onshore Training Daily Rate, for each full day on the course. Onshore training days can be counted as clawback days for employees working on an enhanced rota agreement if applicable. Employees are entitled to up to £10 subsistence for lunch where lunch is not provided by the course provider in line with their employing Company's normal expenses procedure. As the COTA companies operate a zero-tolerance policy for alcohol use, alcohol is not permitted or included.
- c) Where attendance at onsite training courses is required and door to door travel exceeds 12 hours, which includes travel and course attendance time, accommodation will be provided to the employee by the employing Company. Employees will be entitled to claim up to £30 subsistence for dinner on the night accommodation is provided in line with their employing Company's normal expenses procedure. As the COTA companies operate a zero-tolerance policy for alcohol use, alcohol is not permitted or included.
- d) Where employees use their vehicle to travel to attend an onsite training course, they will be entitled to claim £0.40 per mile travelled between their current home address and the training venue.

- e) Where employees are unable to use their vehicle to travel to attend an onsite training course, they will be provided with travel, which will be the lowest practicable option.
- f) Attendees completing online industry training, that is completed while onshore with the authorisation of their employing Company, will receive payment as set out in Appendix 6, Remote Onshore Training Rate for attendance. Remote Onshore training can be counted as clawback days for employees working on an enhanced rota agreement if applicable.
- g) Attendees completing company online training, that is completed while onshore with the authorisation of their employing Company, will receive payment as set out in Appendix 6, Offshore Hourly Rate for completion. Company online training can be counted as clawback days for employees working on an enhanced rota agreement if applicable.
- h) 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, as set out in Appendix 6, Onshore Training Daily Rate.
- i) If the employer instructs the employee to attend a training course during scheduled offshore time, the days will be counted towards contracted offshore working days until they return to the installation or until the end of the normal or scheduled trip whichever is the earlier.
- j) 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.
- k) Employees putting themselves through additional training courses are encouraged to speak to HMRC to ascertain if there are any tax allowances.

### **3.2 MEDICAL CERTIFICATION**

OEUK Offshore Medical assessments, which are valid for 2 years, (unless stipulated restrictions apply) and certify individuals are compliant with medical and fitness requirements of their role. The Oil & Gas industry requires all workers to have periodic assessments by an OEUK approved doctor, which certifies fitness to travel and work offshore without posing a risk to self or to others due to a medical condition. Additional assessments may be required for additional duties such as emergency response team roles as they may have more stringent medical and fitness requirements.

It is therefore a condition of employment that all employees have a valid OEUK medical, including any additional assessments for additional duties such as emergency response team roles, the cost of which is met by their employing Company. The exception being where additional medicals assessments are required for self-medication taken electively, the costs of which will be met by the employee. No payment shall be made to an employee for attending medicals i.e. OEUK & Food Handlers medical, Emergency Response medicals, Fit to Train medical, Fit to Return to Work medical and occupational health assessments.

### **3.3 MEDICATION**

Certain prescriptions and/or medications may be incompatible with working offshore and requires the employees employing company or Operator doctor's prior review and approval and therefore must be declared when it is prescribed, this includes self-medication taken electively.

All employees must:

- a) Declare any prescriptions and/or medications, including dosage.
- b) Declare any medication, including dosage at their OEUK medical assessment, fit to return medical assessment and/or occupational health consultations.
- c) Inform employing company occupational health departments, so that medication, including dosage can be assessed as suitable prior to mobilisation offshore.

- d) Take adequate supplies; it is recommended that this is enough to cover each day of planned trip plus at least one additional week. The medic offshore will not dispense any medication.
- e) Medications must be clearly labelled and packaged in original packaging or in blister packs when provided by a pharmacist.
- f) GP's or treating specialist cannot provide clearance to take medication offshore. Failure to gain clearance will result in unpaid leave or forgetting adequate supply of medication may result in an employee being returned onshore on unpaid leave. Concealment or failure to declare medications of concern may result in disciplinary action up to and including dismissal.

### **3.4 ALCOHOL AND DRUGS**

Health and safety is of utmost importance, the COTA Companies therefore operate a zero-tolerance policy for alcohol and drug use. Employees may be required to undertake testing for alcohol and/or drugs. Tests are typically breathalyser tests, urine or blood analysis and be carried out by a suitably qualified person. Positive results from, or refusal to undertake such tests may result in disciplinary action up to, and including, dismissal. Employees will be subject to their employing Company Alcohol and Drug Policy and Procedures.

### **3.5 UNIFORMS AND PROTECTIVE CLOTHING (PPE)**

Employees will be provided with uniform and personal protective clothing (PPE) from their employing Company which employees are required to wear while working. Failure to comply may result in disciplinary action up to and including dismissal.

## **4. TERMS FOR SALARIED EMPLOYEES ONLY**

### **4.1 SALARIES**

The annual salaries are set out in the table at Appendix 6 below. Salaries will be paid on the basis that the employee is engaged to work on a rota which requires the employee to work up to 161 offshore days per year (excluding annual Leave).

Salaries also include:

- a) 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
- b) 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. Should an employee's rota provide for 168 or 182 day scheduled offshore days, then they will be paid the salary for 168 days or 182 days as set out in Appendix 6 salary for 161 days, 168 days or 182 days depending on the rota.

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 (also known as crew delay outbound), the day of delay will be included in the calculation of the 161, 168 or 182 offshore working days.

If an employee does not carry out their contracted working offshore days due to:

- a) sickness, then salary is not payable;
- b) special leave unpaid and/or unpaid leave, 12 hours will be deducted per day at the Additional Offshore Daily Rate; or
- c) joining, leaving or transferring rota during the rota year, then a reconciliation of days with pay being adjusted by adding or deducting days.

Should an employee have been absent from their scheduled offshore days due to absence i.e. sickness, special leave and in some circumstances unpaid leave, once they are deemed fit to return to work, which may be required from an OEUK occupational health practitioner, 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 a mobilisation date on the following day, or the next day on which a flight is scheduled with catering seat allocation, 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 with catering seat allocation. Otherwise, payment is as set out below.

There may be occasions where the employee is contracted to work:

- a) a dual role with different grades\* e.g. one week as a Steward at Grade A and the second week as a Chef at Grade D; or
- b) contracted to work less than 161 offshore days.

*\*The contractual role for a dual role will be the lower grade e.g. one week as a Steward at Grade A and the second week as a Chef at Grade D, the contractual grade would be Grade A. All pay elements are subject to tax and national insurance deductions.*

## **4.2 ROTAS**

The rotas (rotation patterns) included within this Agreement are 2:2 and 3:3 equal time rotation patterns, with rotas varying depending on the installation on which the work is carried out. These rotas operate as a 2:2, 168 or 182 scheduled offshore days and a 3:3, 161 or 182 scheduled offshore days. During the festive period, the rota in operation may change to accommodate festive flight schedules. The arrival day offshore will count as a day worked offshore for the purposes of calculating the number of days worked offshore.

There are enhanced rota arrangements in place such as 2:3, 2:2:2:4 and 3:4 with clawback up to 161 offshore days which are in place at the sole discretion of the client/operator.

An employee can also be required to attend training and medicals (or carry out other reasonable and suitable onshore work in the event of a temporary downman) at any time when not on either a) periods of approved annual leave, or b) any period of compensatory rest.

#### **4.3 HOURS**

When working offshore the usual daily shift pattern will be 12 hours per shift, inclusive of a paid rest break of one hour, with daily rest provided between shifts. All other compensatory rest required by the Regulations is provided for upon return onshore in line with OIM Guidance for offshore rota.

Any time worked over the standard 12-hour shift will be paid in blocks of an hour at the offshore overtime hourly rate as set out in Appendix 6, Offshore Overtime Hourly Rate, regardless of whether the employee works the full hour. The expectation is that the employee works the full hour.

Should an employee work on the offshore installation beyond their normal check in time at the end of their normal work cycle, or their allocated check in time then they will be paid as set out in Appendix 6, Offshore Overtime Hourly Rate, for the additional hours worked.

Should an employee who is rota'd to work nightshift 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 a delay 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 more than twelve in any shift will be paid as set out in Appendix 6, Offshore Overtime Hourly Rate.

#### **4.4 ADDITIONAL OFFSHORE DAYS**

##### **4.4.1. OFFSHORE DAILY RATE**

An additional offshore daily rate as set out in Appendix 6, Additional Offshore Daily Rate, shall be paid when an employee works during their onshore leave up to 182 days.

Additional offshore days can be counted as clawback days for employees working on an enhanced rota arrangement if applicable.

##### **4.4.2. OFFSHORE OVERTIME DAILY RATE**

An additional offshore daily rate as set out in Appendix 6, Premium Offshore Daily Rate, shall be paid when:

- a) the employee is required to work a period offshore which exceeds the normal work cycle for that installation (normally 14 or 21 days), for example when an employee is crew delayed inbound and spent an additional night offshore;  
or
- b) the employee works in the excess of 182 days offshore in a year according to the standard rota.

The exception being if the employee and their back-to-back agree between themselves to alter their rota.

Additional offshore days can be counted as clawback days for employees working on an enhanced rota arrangement if applicable.

## **4.5 ANNUAL LEAVE**

The holiday year is from 1<sup>st</sup> September until 31<sup>st</sup> August.

An employee has an entitlement to 28 days annual leave, inclusive of public holidays, during each holiday year. Annual leave forms part of the period 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 as set out in Appendix 6, Holiday Pay, unless an employee does not carry out the contracted working days offshore in which case the annual leave is accrued and paid out when the employee returns to work. Payment is pro-rata for those contracted to work less than 161 offshore days.

Where employees are paid additional payments over and above their annual salary (in line with Salaries and Appendix 6), 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 annual leave. A period of annual leave cannot be taken in blocks of more than 2 weeks. If an application for annual leave is approved by the employer, the employee will not be required to be available for work offshore or to attend training or medicals during that period. Annual leave will continue to be paid as above in equal instalments. 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 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 annual leave from one holiday year to the next.

#### **4.6 TEMPORARY DOWNMANNING**

In the event of a requirement to reduce the number of employees on an offshore installation for a temporary period, employees are obliged to work at any of the employing Company's locations (offshore or onshore) as the employer directs, once the normal onshore leave period, in line with OIM Guidance for offshore rota and rest periods, 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 down manned from the offshore installation to which they are assigned, and redundancy does not apply, their normal terms will continue to be payable.

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

If, due to operational requirements, an employee's normal leave period is cut short, salaried employees will be paid overtime as set out in Appendix 6, Premium Offshore Daily Rate, for each day they have worked during their normal leave period in addition to their normal salary. No payment will be made for changes to the rota in operation to accommodation changes to festive flight schedules as it is acknowledged that this operation is in place to support employees.

Change of crew change days can be counted as clawback days for employees working on an enhanced rota arrangement if applicable.

## **5. TERMS FOR ADHOC EMPLOYEES ONLY**

COTA Companies are committed to creating a fair and inclusive work environment for adhoc employees, please see Appendix 2 Adhoc Commitments for more details.

### **5.1 ROTAS AND HOURS**

Adhoc employees are employed to work on irregular rotas, which may be on different recognised offshore installations for periods of time that vary. Adhoc employees have no guaranteed minimum number of offshore working days per year. Adhoc employees are employed to work as and when required by their employer. Every effort will be made to set expectation as to the duration of the assignment. When working offshore the usual daily shift pattern for the adhoc employee will be 12 hours per shift, inclusive of a paid rest break of one hour. Daily rest is taken offshore between shifts. All other compensatory rest in line with OIM Guidance for offshore rota and rest periods and the Working Time Directive is provided immediately after the period worked offshore.

Should an adhoc employee who is rota'd to work nightshift 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 a delay they will be given the clients' normal rest period before being required to commence work. They will be paid as normal for that shift.

### **5.2 RATES OF PAY**

Adhoc employees are paid for the offshore work they carry out and for any onshore work or training. The table of payments in Appendix 6 below sets out:

- a) The offshore day rate at the Adhoc Day Rate plus Holiday Pay of 12.07%;
- b) Where an adhoc employee is delayed and prevented from travelling offshore on the day of their scheduled crew change for reasons of weather or operational delay, the day of delay will be paid as set out in Appendix 6, Adhoc Day Rate plus Holiday Pay of 12.07%;

- c) 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;
- d) Should an employee work on the offshore installation beyond their allocated check in time, then they will be paid as set out in Appendix 6, Offshore Overtime Hourly Rate, for the additional hours worked or Premium Offshore Daily Rate for additional nights spent offshore; and
- e) 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).

Should an employee have been absent from a scheduled offshore day during an assignment due to absence i.e. sickness or special leave once they are deemed fit to return to work, which may be required from an OEUK occupational health practitioner, 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 a mobilisation date on the following day, or the next day on which a flight is scheduled with catering seat allocation, 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. The employee will be paid the offshore day rate, as above, for each offshore day worked.

### **5.3 PAID ANNUAL LEAVE**

Due to the nature of adhoc work annual leave is paid in addition to the Adhoc Day Rate at 12.07% being 5.6 weeks per annum as a percentage of the remaining 46.4 weeks under the Regulations. 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.

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.

#### **5.4 TEMPORARY DOWNMANNING**

In the event of a requirement to reduce the number of employees on an offshore installation for a temporary period, should an adhoc employee be on secondment/fixed-term assignment they will be paid up to the end of the assignment whether the adhoc employee is required to work at another of the employing Company's locations (offshore or onshore) during that period or onshore during that period or not. During the temporary downman period the adhoc employee must be contactable and available to mobilise, should the employee be uncontactable then they will not be paid for the remainder of the assignment. Thereafter, the adhoc employee is not entitled to payment until they return to work

## 6. ALLOWANCES APPLICABLE TO SALARIED AND ADHOC EMPLOYEES

### 6.1 TRAVEL ALLOWANCES

Employees will be paid travel allowances as detailed below, based on their home address and to/from 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. Should an employee choose to reside out with the UK then the maximum they will receive is in line with Range D below.

| Range | Distance from point of departure (miles) | Allowance |
|-------|------------------------------------------|-----------|
| A     | 0-10                                     | £45.00    |
| B     | 11-25                                    | £67.50    |
| C     | 26-149                                   | £115.00   |
| D     | 150+                                     | £145.00   |

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

### 6.2 TEMPORARY DISTURBANCE ALLOWANCES

Where an employee is required to undertake temporary shuttle flight arrangements whilst offshore to perform their normal duties, they 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, they will be paid an additional sum of £20 per night.

### **6.3 ACCOMMODATION FOR NIGHTSHIFT**

Overnight accommodation will be provided at the crew change location where an employee has worked nightshift before demobilising onshore and intends to travel home via private or hire vehicle where the typical journey time is more than 2 hours. 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.

### **6.4 IN-TRANSIT DELAY ALLOWANCE**

In circumstances where an employee has left their offshore installation but is subsequently delayed overnight while in transit back to their crew change location, they will receive a payment of 8 hours at the Offshore Hourly Rate as set out in Appendix 6. This allowance will only be made if an employee is prevented because of the delay caused by weather from continuing with their journey to the shore base via whatever means of transport.

### **6.5 ACCOMMODATION FOR LATE ARRIVALS**

Overnight accommodation will be provided at the crew change location where an employee's normal crew change is delayed and they are prevented from travelling home on the same day via their normal chosen method of travel and there is no suitable alternative travel option available to them. Their employing Company will organise accommodation at the request of the Unit Manager. 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.

### **6.6 ALLOWANCES WHEN STOOD DOWN AT POINT OF DEPARTURE**

#### **6.6.1 TRAVEL ALLOWANCES**

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 their employing Company, no travel allowance will be paid.

| <b>Distance from normal point of departure (miles)</b> | <b>Allowance</b>                 | <b>Procedure</b>                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Up to 11                                               | Up to £45.00 per return journey  | Expenses will be processed in line with the employing Company's normal expenses reclaim procedure and on production of receipts. The expectation is that the lowest practicable travel options are utilised.                                                                                                                                                 |
| Between 11 and 25                                      | Up to £67.50 per return journey  |                                                                                                                                                                                                                                                                                                                                                              |
| Between 26 and 149                                     | Up to £115.00 per return journey | The employee will be provided with accommodation by their employing Company or given a £40.00 allowance to find their own accommodation.<br><br>Expenses will be processed in line with the employing Company's normal expenses reclaim procedure and on production of receipts. The expectation is that the lowest practicable travel options are utilised. |
| Over 150                                               | Up to £145.00 per return journey |                                                                                                                                                                                                                                                                                                                                                              |

### **6.6.2 SUBSISTENCE ALLOWANCES**

Employees will be entitled to up to £10 subsistence for lunch where lunch is not provided at the point of departure and/or up to £30 subsistence for dinner where accommodation is provided in line with their employing Company's normal expenses procedure. As the COTA companies operate a zero-tolerance policy for alcohol use, alcohol is not permitted or included.

## **6.7 NIGHTSHIFT CREW CHANGE DELAY INBOUND ALLOWANCE**

An allowance of £75 will be payable where an employee has worked nightshift and been delayed departing the offshore installation by 6 hours or more. The allowance will not be paid if the employee spends an additional night offshore.

## **6.8 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 6.

These payments apply to:

- a) First aider or advanced first aider training;
- b) Coxswain training; and
- c) Fire team member training.
- d) Payments within this clause are not payable for simply attending your muster point or secondary muster point as part of a muster drill.

## **6.9 CHRISTMAS AND NEW YEAR ALLOWANCES**

All employees working on Christmas Day or New Year’s Day will receive an allowance of £120 for each day.

## **7. ENTITLEMENTS AND BENEFITS APPLICABLE TO SALARIED AND ADHOC EMPLOYEES**

### **7.1 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 employing Company's 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.

### **7.2 PENSION**

To meet our statutory obligations, you will be assessed for whether you will meet the criteria for enrolment into the arrangement that your employing Company's has in place. If you meet the criteria, you will be automatically enrolled and contributions will be deducted accordingly, although you may opt out if you so wish.

Alternatively, employees will have the option to join the COTA WorkSave Pension Plan which is open to all employees who contribute a minimum of:

- a) 5.5%, 6% or 6.5% of their Annual Salary for salaried employees, or
- b) 5.5%, 6% or 6.5% of their Adhoc Day Rate for adhoc employees.

The employee pension contributions as above 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%. Should an employee wish to join the pension plan then they should complete and submit the Pension Employee Authorisation Form and Nomination of Beneficiary, copies of the forms are available on the COTA website.

### 7.3 SICK PAY

Where an employee is absent from scheduled work offshore, or an assignment for adhoc employees, 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 their employing company absence reporting procedures.

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

| <b>Length of Service</b> | <b>Period of Absence</b>          | <b>Sick Pay Entitlement</b>       |
|--------------------------|-----------------------------------|-----------------------------------|
| Under 12 months          |                                   | Statutory sick pay only           |
| Over 12 months           | 7 offshore scheduled working days | Statutory sick pay only           |
|                          | 7 offshore scheduled working days | 7 days at sick pay day rate       |
|                          | 7 offshore scheduled working days | 7 days at sick pay day rate       |
|                          | 7 offshore scheduled working days | 7 days at sick pay day rate @ 50% |
|                          | 7 offshore scheduled working days | 7 days at sick pay day rate @ 50% |
|                          | 7 offshore scheduled working days | 7 days at sick pay day rate @ 50% |

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 offshore scheduled work (taking into account the normal flight schedule for that employee's normal place of work if a salaried employee, or when the adhoc employee would reasonably be expected to have gone offshore), is payable for scheduled offshore days missed due to ill health, with SSP payable for non-scheduled offshore working days, 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 they have returned to work. An Occupational Health fitness to return overrides any sickness absence documentation from a GP and / or dentist.

#### **7.4 SPECIAL LEAVE**

Employees shall be granted special leave from their scheduled offshore days in exceptional circumstances with payment of up to seven days in line with the Special Leave guidance in Appendix 4.

#### **7.5 MATERNITY, PATERNITY, ADOPTION AND SHARED PARENTAL LEAVE**

This provision outlines employees' entitlements to maternity, paternity, adoption, and shared parental leave in accordance with UK statutory requirements, enabling employees to take necessary time off to care for their child/children while maintaining employment rights. Employees are encouraged to notify their employer as soon as possible for planning and support purposes.

### **7.5.1. MATERNITY LEAVE**

#### **Notification and Medical Assessment**

When the employee informs the employer that she is pregnant, she must undergo an assessment by the employer's medical advisers or provide an appropriate medical report. Following this medical assessment, the employer will arrange a meeting with the employee to discuss the findings and next steps. The purpose of this meeting is to assess the employee's suitability to continue offshore work, discuss any necessary adjustments, and explore alternative onshore employment if required. Employees may be accompanied by a representative at this meeting.

Before finalising decisions, the employer will notify the client and their medical advisers, taking into consideration any client-specific requirements relating to offshore work during pregnancy.

If pregnancy is discovered while offshore, the employee may complete the current work cycle at the discretion of the employer and client.

#### **Work Adjustments and Pay**

If medical advice restricts the employee from offshore work, alternative suitable onshore employment will be sought. If no suitable alternative employment is available, the employee will be medically suspended on contractual pay until four weeks before the week the baby is due or until the baby is born, whichever is sooner, after which Statutory Maternity Pay (SMP) will apply, subject to eligibility criteria. For adhoc employees, contractual pay during medical suspension will be calculated based on average weekly earnings over the 8 weeks (Sunday to Saturday) immediately preceding notification of pregnancy.

## **Eligibility and Entitlements**

The employee's entitlement to Statutory Maternity Pay (SMP) will be determined by their length of service. Employees must have been continuously employed for at least 26 weeks by the end of the qualifying week (15 weeks before the expected birth) to be eligible for SMP. SMP is paid for up to 39 weeks at either the statutory rate or 90% of the employee's average weekly earnings, whichever is lower.

If the employee does not meet this requirement, they may be eligible for Maternity Allowance (MA), which is not paid by the employer and must be applied for by the employee through the government.

### **7.5.2 PATERNITY LEAVE**

#### **Notification**

Employees must provide a minimum of 28 days' notice before the expected week of childbirth, specifying the length (one or two weeks) and requested timing of leave. Leave must be taken within 52 weeks after birth and cannot start before birth.

Given the nature of offshore work, requests will be reviewed taking into consideration flight availability. While the minimum notice period is 28 days before the expected week of childbirth, employees are encouraged to provide as much notice as possible to assist with scheduling arrangements.

## **Eligibility and Entitlements**

To qualify for paternity leave pay, an employee must have been continuously employed for at least 26 weeks by the 15th week before the expected birth and must be the child's father or the spouse, civil partner, or partner of the birth parent.

Employees who do not meet these criteria may not be entitled to statutory paternity pay but may request unpaid leave, subject to any company processes the employer has in place for approving leave of this nature.

To receive Statutory Paternity Pay (SPP), employees must complete the relevant HMRC form or any company-specific form and submit it to their employer at least 15 weeks before the expected birth. The employee must also provide the original birth certificate or a certified copy after the baby is born. Delayed documentation may result in unpaid leave until verified.

SPP is payable for up to two weeks at statutory rate or 90% of average earnings, whichever is lower.

### **7.5.3 ADOPTION LEAVE**

#### **Notification**

Employees adopting a child must notify their employer no later than 28 days before the expected placement date. Notification should clearly state their intention to take adoption leave, the expected placement date, and the planned start and duration of leave (up to a maximum of 52 weeks).

#### **Eligibility and Entitlements**

To qualify for statutory adoption leave and Statutory Adoption Pay (SAP), employees must have been continuously employed for at least 26 weeks prior to being matched with a child by an adoption agency and must be the primary adopter responsible for the child's care.

Eligible employees are entitled to Statutory Adoption Pay for up to 39 weeks, with the first six weeks paid at 90% of their average weekly earnings, followed by 33 weeks at either the statutory rate or 90% of average weekly earnings, whichever is lower.

#### **7.5.4. SHARED PARENTAL LEAVE**

##### **Notification**

Eligible employees can share up to 50 weeks of leave and 37 weeks of Shared Parental Pay (ShPP) with their partner following childbirth or adoption. Both parents must provide written notification to their respective employers, clearly stating their intention to take Shared Parental Leave (SPL), outlining proposed leave periods, and confirming their eligibility and agreement to the shared arrangement.

The birth parent or primary adopter must complete at least two weeks of maternity or adoption leave before SPL can commence.

Employers may request documentation such as a birth or adoption certificate, or a MATB1 form, to confirm eligibility.

##### **Eligibility and Entitlements**

To be eligible for SPL and ShPP, both parents must meet statutory eligibility criteria. ShPP is payable for up to 37 weeks at either the statutory rate or 90% of the employee's average weekly earnings, whichever is lower.

#### **7.5.5. PAY FOR ADHOC EMPLOYEES**

For adhoc employees, statutory payments for Statutory Maternity Pay (SMP), Statutory Paternity Pay (SPP), and Shared Parental Pay (ShPP) will be calculated based on average weekly earnings over the 8 weeks (Sunday to Saturday) immediately preceding the relevant statutory calculation date.

#### **7.5.6 RETURN TO WORK**

Employees returning from maternity, paternity, adoption, or shared parental leave will return to their previous role or, if unavailable, a similar role with equivalent terms and conditions. If an employee is affected by redundancy while on leave, they will be offered a suitable alternative role before any other employee is considered.

## **7.6 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 unfit to work offshore for the foreseeable future. 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) a 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 can access their state pension. It is recognised that employees may have differing pension arrangements therefore; 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 they are deemed to be unfit to work offshore for the foreseeable future. In order to be deemed unfit to work offshore the employee must be absent from work offshore because of a diagnosed medical condition and, thereafter, be certified as being unable to return to work offshore for the foreseeable future by an OEUK approved medical practitioner approved by the relevant COTA company.

## **Exclusions**

An employee will not qualify for payment if:

- a) Suitable alternative onshore employment is offered by the employing COTA company; or
- b) 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 is the same as the redundancy clause for payment purposes only.

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 worked offshore for a period.

The payment is a one off "all encompassing" payment inclusive of contractual notice pay which is subject to the usual statutory deductions, the balance of which is not subject to statutory deductions. The "all encompassing" payment does not include payment for holiday pay.

### **III 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.

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

##### **For employees with over two years' service**

Statutory redundancy pay is calculated based on an employee's age, length of service (capped at 20 years), and weekly pay (subject to the statutory maximum set by the government at the time of redundancy).

For each full year of continuous service, an employee is entitled to:

- 0.5 week's pay for each full year worked under the age of 22
- 1 week's pay for each full year worked between the ages of 22 and 41
- 1.5 weeks' pay for each full year worked from the age of 41 onwards

In line with statutory redundancy provisions, only the most recent 20 years of continuous service, counted retrospectively from the termination date, will be used to calculate redundancy pay.

For employees who joined the company on or before 30 September 2021 and are contracted to work 161 offshore days, redundancy pay will be calculated in two parts as below:

- Any full years' service within the 20-year calculation period that was accrued up to 30 September 2021 will be paid at a fixed rate of £800 per redundancy week, regardless of actual weekly earnings.
- Any full years' service within the 20-year calculation period that was accrued after 1 October 2021 will be paid at the statutory redundancy rate, based on the statutory weekly cap in place at the time of redundancy.

For employees who are contracted to work less than 161 offshore days, including adhoc employees, redundancy pay will be calculated as below:

- Any full years' service within the 20-year calculation period will be paid at the statutory redundancy rate, based on the statutory weekly cap in place at the time of redundancy.
- For ad hoc employees, redundancy pay will be based on their average weekly earnings over the most recent 12 weeks in which pay was received. The calculation will be subject to the statutory weekly cap in place at the time of redundancy.

### **For employees with less than two years' service**

For 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.

### **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.

### **Redundancy Procedures**

Each employer will deal with the management of the redundancy, including selection criteria, in accordance with their own policies and procedures.

## **8. REVIEWS AND AMENDMENTS**

### **8.1 NEGOTIATIONS AND DISPUTE RESOLUTION**

The parties agree that it is in the interests of all concerned that negotiations (collective bargaining) are carried out expeditiously and with the aim of reaching an agreed resolution.

#### **Stage 1**

Negotiations may take place between the unions and COTA involving the Trade Union Negotiation Committee. This group will be referred to as the Joint Negotiation Committee. The COTA Negotiation Committee may comprise of a representative from each of the COTA employers, with a lead negotiator being agreed between the employers. The Trade Union Negotiation Committee will consist of a negotiator from both unions, with a lead negotiator being agreed between the unions. The Trade Union Negotiation Committee may comprise of a maximum of two shop stewards (one from each recognised trade union) employed by each COTA member company up to a maximum of six (three per recognised trade union).

The unions and COTA will work collaboratively to schedule negotiations, with the unions providing availability for negotiating meetings and the names of the committee representatives from the COTA lead negotiator by a mutually agreeable date. The unions will submit a joint claim to the COTA lead negotiator by a mutually agreeable date prior to negotiations commencing. Delays in submitting the joint claim may result in a delayed commencement of the negotiations and subsequent delay in the implementation of the agreement. At the point COTA has made an offer the unions shall commence their respective processes on acceptance or rejection of the pay offer and advise the COTA lead negotiator of the outcome as 'one voice'.

## **Stage 2**

Where the parties fail to agree any pay offer following negotiation at Stage 1, the Joint Negotiation Committee will reconvene at a further meeting for the purposes of negotiations and the resolution of disputes.

Whilst attending the negotiating meetings employees will be paid as above.

## **Stage 3**

Where the parties fail to agree any pay offer following negotiations at Stage 2, any parties to this Agreement shall have the right to suggest engaging the services of ACAS whether separately or jointly with a view to reaching agreement via non-binding conciliation.

If no agreement is reached following conciliation with ACAS, the dispute resolution procedure shall be exhausted.

No steps shall be taken by the unions to declare a dispute or initiate industrial action ballot, nor will any steps be taken by COTA to impose changes to the rates of pay (including allowances), hours or holidays of employees in the Bargaining Unit, unless the procedure above has been exhausted or breached, or where the unions refuse or unreasonably delay to engage in negotiation.

## **Shop Steward Attendance**

Whilst attending negotiation meetings between the unions and COTA, employees will be paid:

- a) if they are scheduled to be offshore, then they will be paid as if they would otherwise have been offshore i.e. salary or Adhoc Day Rate; or
- b) if they are scheduled to be on leave, then they will be paid an allowance of £100 per day

with travel and/or accommodation being provided which will be the lowest practicable option.

Employees will be entitled to claim up to £30 subsistence for dinner on the night accommodation is provided in line with their employing Company's normal expenses procedure. As the COTA companies operate a zero-tolerance policy for alcohol use, alcohol is not permitted or included.

## **8.2 COMMENCEMENT AND DURATION**

This Agreement will apply with effect from 1<sup>st</sup> September 2025 to 31<sup>st</sup> December 2026. No less than six months prior to the termination of this Agreement the parties shall enter discussions with a view to agreeing revised terms.

It is acknowledged that there may be occasions when the members of the Catering Offshore Trade Association (COTA) through engagement with the recognised trade unions (Unite and RMT) require to amend the agreement due to for example legislative changes.

## **8.3 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.

## APPENDIX 1 - SIGNATORIES TO THE AGREEMENT

| Company                        | Name                   | Date       |
|--------------------------------|------------------------|------------|
| Aramark                        | Michelle Handforth     | 01.09.2026 |
| Compass                        | Ronnie Kelman          | 01.09.2026 |
| Entier                         | Peter Bruce            | 01.09.2026 |
| FOSS & ESG                     | Jose Luis Coelho Lopes | 01.09.2026 |
| Sodexo                         | Ian Sparks             | 01.09.2026 |
| Trinity International Services | Stuart MacBride        | 01.09.2026 |
| RMT                            | Ann Joss               | 01.09.2026 |
| Unite                          | Paula Buchan           | 01.09.2026 |

## **APPENDIX 2 – ADHOC COMMITMENTS**

### **Fair Scheduling Practices:**

COTA Companies are committed to implementing fair scheduling practices to ensure that adhoc employees are treated fairly when being offered work. The goal is to provide equal opportunities for all adhoc employees to obtain an appropriate level of work. However, where employees are unavailable to work, it may impact this and delay them being offered further work to allow fairness to others (they may fall to the bottom of the list).

### **Consideration for Permanent/Core Positions:**

Where possible, we will prioritise adhoc employees when considering candidates for any permanent or core COTA positions. Before recruiting externally, we will evaluate the skills, qualifications, and performance of adhoc employees to determine if they are suitable for permanent or core positions. While we aim to give preference to adhoc employees, there may be circumstances where other employees within the company may also be considered for these internal positions, depending on various factors and circumstances. The final decision will be made based on merit, qualifications, suitability, and alignment with the company's needs and goals.

### **Opportunities for Development and Improvement:**

COTA companies will commit to ensuring regular assessment and performance feedback is provided to adhoc employees in order to identify areas for development/improvement.

### **Regular Review:**

COTA companies will conduct a comprehensive review of their adhoc pool at least every six months to evaluate projected forecast and the number of adhoc employees employed by the company, allowing honest expectations to be provided to the adhoc population regarding the volume of available work in the upcoming months.

## APPENDIX 3 – SPECIAL LEAVE GUIDANCE

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 adhoc 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.

Examples of where this clause applies, and up to 7 days full pay may be given:

- Death of an immediate family member: Matters affecting those members of the family normally residing with the employee, their partner, their (step) child.

Examples of where this clause applies, and up to 4 days full pay may be given:

- Death of a non-immediate family member: Step siblings, grandchild, grandparents, their immediate (step) parents, their partner's immediate (step) parents', someone in the employee's care.

Examples of where this clause applies, and up to 3 days full pay may be given:

- Exceptional circumstances\*: Matters affecting those members of the family normally residing with the employee, their partner, their immediate (step) parents, their partner's immediate (step) parents, their (step) child, sibling, someone in the employee's care.
- Exceptional circumstances may include:
  - Life threatening illness, injury/accident/assault
  - Bring the victim of a serious crime
  - Partner goes into unexpected labour/early matching in adoption
  - Miscarriage
  - Fire/flooding/break in of the employee's home where is no-one else available to deal with it

Examples of where an individual may be demobilised but unpaid:

- Death of non-immediate family
- Non-life-threatening illness/injury/accident
- Routine immediate family operation
- Fertility treatment

Examples where this clause will not apply, and employees would not be demobilised i.e. general activities that can be scheduled by the employee around their rotations:

- Pet emergency/death
- Family birthday
- Family wedding/anniversary
- Minor family ailments
- Routine medical appointments of family members
- Childcare issues – time off for dependents rules would apply
- House moves
- Legal issues

This list is not exhaustive.

## APPENDIX 4 – GRADES AND POSITIONS

| GRADE A | GRADE B           | GRADE C                      | GRADE D                            | GRADE E                       |
|---------|-------------------|------------------------------|------------------------------------|-------------------------------|
| Steward | Assistant Chef    | Field Admin                  | Chef / Baker / Night<br>Cook Baker | Chief Steward                 |
|         | Butcher / Steward | Heli-Admin / Steward         | DMT                                | Head Chef                     |
|         | HDA / Steward     | Heli-Admin / Lead<br>steward | Handyman                           | Heli-admin / Chief<br>Steward |
|         |                   | Lead Steward                 | Handyman / Steward                 |                               |
|         |                   | Welfare Steward              | HLO / Steward                      |                               |

Copies of the job descriptions for each position are available on the COTA website.

## APPENDIX 5 - TABLE OF PAYMENTS

| Position | Annual Salary<br>161 Days* | Annual Salary<br>168 Days* | Annual Salary<br>182 Days* | Holiday Pay | Ad-hoc Day<br>Rate** | Additional<br>Offshore<br>Daily Rate | Premium<br>Offshore<br>Daily Rate | Onshore<br>Training<br>Daily Rate | Onshore<br>Training<br>Half Daily<br>Rate | Offshore<br>Hourly<br>Rate | Offshore<br>Overtime<br>Hourly<br>Rate | Special<br>Leave<br>Paid | Special<br>Leave or<br>Unpaid<br>Leave | Sick Pay<br>Daily Rate | Sick Pay<br>Daily Rate<br>@ 50% |
|----------|----------------------------|----------------------------|----------------------------|-------------|----------------------|--------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------------|----------------------------|----------------------------------------|--------------------------|----------------------------------------|------------------------|---------------------------------|
| Grade A  | £40,477.10                 | £42,304.66                 | £45,959.78                 | £7,039.50   | £261.08              | £261.08                              | £391.62                           | £174.05                           | £87.03                                    | £21.76                     | £32.64                                 | £261.08                  | £261.08                                | £94.86                 | £47.43                          |
| Grade B  | £44,708.75                 | £46,727.38                 | £50,764.62                 | £7,775.44   | £288.37              | £288.37                              | £432.56                           | £192.25                           | £96.12                                    | £24.03                     | £36.05                                 | £288.37                  | £288.37                                | £105.84                | £52.92                          |
| Grade C  | £47,284.58                 | £49,419.51                 | £53,689.35                 | £8,223.41   | £304.99              | £304.99                              | £457.48                           | £203.33                           | £101.66                                   | £25.42                     | £38.12                                 | £304.99                  | £304.99                                | £112.70                | £56.35                          |
| Grade D  | £49,799.08                 | £52,047.53                 | £56,544.44                 | £8,660.70   | £321.21              | £321.21                              | £481.81                           | £214.14                           | £107.07                                   | £26.77                     | £40.15                                 | £321.21                  | £321.21                                | £119.58                | £59.79                          |
| Grade E  | £54,092.10                 | £56,534.38                 | £61,418.95                 | £9,407.32   | £348.90              | £348.90                              | £523.35                           | £232.60                           | £116.30                                   | £29.07                     | £43.61                                 | £348.90                  | £348.90                                | £130.83                | £65.42                          |

\*Nightshift and other allowances have been consolidated into Annual Salary and Adhoc Day Rate through previous pay negotiations

\*\*Plus, holiday pay paid at 12.07%

### Examples of Pay - Employees contracted to work less than 161 offshore days

Example 1 – Contracted to work 84 days

84 days divided by 161 days = 52% of

Annual Salary for 161 Days and Holiday Pay

| Position | Annual Salary<br>84 Days | Holiday Pay<br>84 Days |
|----------|--------------------------|------------------------|
| Grade A  | £20,885.86               | £3,632.41              |
| Grade B  | £23,069.89               | £4,012.16              |
| Grade C  | £24,399.03               | £4,243.31              |
| Grade D  | £25,696.52               | £4,468.96              |
| Grade E  | £27,911.73               | £4,854.21              |

Example 2 - Contracted to work 140 days

140 days divided by 161 days = 87% of

Annual Salary for 161 Days and Holiday Pay

| Position | Annual Salary<br>140 Days | Holiday Pay<br>140 Days |
|----------|---------------------------|-------------------------|
| Grade A  | £34,943.64                | £6,077.30               |
| Grade B  | £38,597.70                | £6,712.64               |
| Grade C  | £40,821.45                | £7,099.39               |
| Grade D  | £42,992.25                | £7,476.91               |
| Grade E  | £46,698.47                | £8,121.47               |

