

## QUESTION & ANSWERS 29 JUNE 2010

1) Given the short time period prior to the ballot how can we be sure that everyone has a fair understanding of the proposed agreement?

The following has been put in place to ensure as good an understanding as possible of the offer to allow the union members to make an informed decision.

- Unions have sent information to member's home address, to shop stewards offshore and on their websites.
- Each of the COTA employers has also sent the information to every employee's home address and to every offshore unit.
- There is an online presentation.
- There is a question and answer e-mail address at [feedback@cota.org.uk](mailto:feedback@cota.org.uk)

2) Why are the unions expecting us to accept such a low pay increase considering we went without one last year?

You will appreciate that this is a joint Q&A document and there are some questions that cannot be answered jointly. The Unions would like to answer any questions directed specifically at them via their own Q&A which will be distributed to member and placed on their websites.

3) Why having agreed on a pay freeze on the last ballot on the advice of the unions do we come back to a rather unacceptable 1.9% pay rise?

As Q2

4) Why do the highest paid travelers get an increase offer on their travel? Doesn't everyone's travel costs increase?

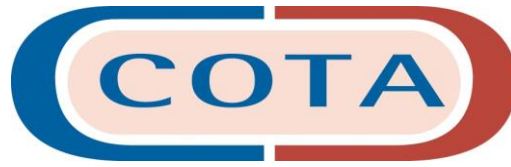
There is an appreciation that those with longer distances to travel have both the travel and accommodation element to take into account therefore the agreement made was to increase the highest travel bands only.

5) At the rate of increase that has been offered, if everyone was to cancel their union fees then we would have 33% of the offer, more directed at the unions. During a recent meeting that we had onboard the platform, the collective agreement was that 1.9% is an absolute disgrace, the collective feeling was that this offer will be rejected unanimously, hence the statement above with regards to quitting the union if this is the only offer that you can put on the table.

As per Q2

6) Why was this offer conducted back to front, i.e., No input from Shop Stewards or Union members?

Union members have the right to vote on acceptance or rejection of the offer, therefore Union members have ownership of the issue and ultimately they will decide what happens, that is "input".



As for union participation, remember the members are the union. There were union branch meetings as well as 6 Joint Shop Stewards meetings prior to the phone ballot for 2009/10 where member's aspirations were discussed.

There was a further 3 Joint Shop Stewards meetings to discuss the possibility of resolving the paid leave situation and the introduction of the new COTA agreement again at these meeting members aspirations were discussed.

There were also 9 Shop Stewards who attended the negotiations meeting 24.5.10.

There has been one telephone referendum/ballot for 2009/10 there is about to be another one for 2010/11. We are in consultation with the members at the moment this includes:

- Unions sending information to member's home address, to shop stewards offshore and on the union websites.
- Each of the COTA employers have also sent the information to every employee's home address and to every offshore unit.
- An online presentation.
- A question and answer e-mail address at [feedback@cota.org.uk](mailto:feedback@cota.org.uk)

All this means there has been a higher level of information and ability to participate in the process surrounding this offer than any previous negotiations.

7) I am interested to find out what percentage of a pay rise in total, I am to receive if this agreement is accepted.

Whilst you must appreciate that we cannot answer individual queries at this time the presentation did give different scenarios and the joint union letter dated 17.6.10 which went to all union member outlined the actual % you may receive.

8) I thought that the proposed new agreement was explained very well. I think it is a pity that the four weeks holiday that other trades have signed up to has not been offered on this occasion. In the presentation it states that Clients have the option to work individuals to a maximum of 168 days & pay the extra days as per current day rate. Personally I would prefer to take my paid leave. Can you advise what option BP intends to operate?

As per Q7 we cannot answer individual queries at this time.

9) If we get the 3rd weeks holiday is our choice whether we want to take the 3rd week or not or is it up to the company/ client?

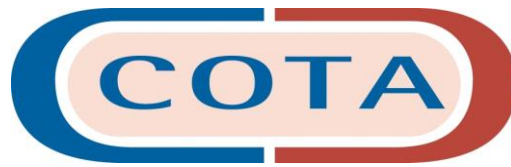
The client has the options of working a 161 or a 168 day Rota. If you are required to work 168 days then an additional payment of 7 days is applicable over and above your salary payment.

10) Having watched your presentation on the new cota agreement, can you please clarify how it would affect those on the ESS/Shell enhanced rota of 2-2-2-4 with 7 days claw back which totals 161 days please? Will we still get the new 7 days holiday.

The new agreement would not affect your current rota but would provide a safety net of 3 weeks paid leave should the client decide to withdraw the gifted enhanced rotation. There would be no extra paid leave over and above what you currently get available to you under the new agreement

11) If someone is off sick for say two full 14 day trips but has worked the other eleven 14 day trips within the COTA year, I presume they will still be paid the 21 days holiday at the end of the COTA year?

Paid leave is payable on a pro rata basis as part of the salary payment.



12) Sticking with the sick theme, if someone is signed off for three weeks, two of which were meant to be offshore, what would be deducted from their monthly salary for that month?

All scheduled offshore days within the employee's rota count towards the contracted 161 working offshore days. In the event that the employee does not carry out the contracted work offshore salary is not payable. In that event, on a day when the employee would otherwise be offshore on a scheduled offshore day or working on claw back the amount not paid shall be calculated on the basis of 1/193 of salary per day (that being calculated on the basis of 161 offshore days, 4 days of claw back and 28 days of annual leave).

13) Will payroll in each company be doing an annual reconciliation at the end of the COTA year (i.e. 31 Aug) before paying for any days worked above 161?

No reconciliation will be required as per current practice this is monitored on an ongoing basis by your COTA Company.

14) Will ad-hocs be asked to complete a form at the start of the COTA year (or when they start if new) confirming whether they would like to be paid or accrue holiday pay?

Each COTA company will decide whether to accrue or make an ongoing payment of the 12.07%. Each ad-hoc shall be advised of the Company's process and shall have the option to opt out of this should they wish.

15) Personnel who are on a 2/3 rotation, will they be entitled to the additional weeks leave and if they do not take the additional week, will they receive the salary for this?

As per Q 10

16) When salaried, will sick pay, be paid as per salary rates or statutory sick pay rates?

Sick pay will be paid in exactly the same manner as present apart from the amount deducted for working days missed.

18) What difference will 2/3 Rota guys see on their monthly salary.

As per Q7

19) At the moment we work 2on2off 2on 4off with one week pay back set by my employer. Does this new deal affect me in any way and apart from the meal and travel allowance going up slightly?

As per Q7

20) Why is there possible claw back days on the 7 days extra day's holiday?

There isn't these are two separate things.

21) It is mentioned in the presentation 28 days holiday on a couple of occasions. This has made things unclear, i.e. On the 28 days that are designated as annual leave you cannot be called back to work. (Is this 14 days paid holidays and 14 days unpaid?)

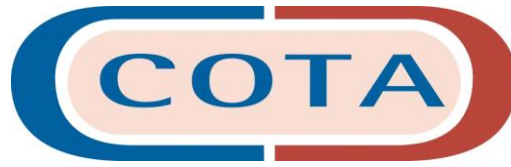
Receipt of salary payment for 161 days, employees can take 28 day annual leave are now only required to work 161 days offshore.

This has confused everyone, is this a mistake in the presentation? Extra 7 days holiday is 21 days?

No, all annual leave is paid in your salary payment. However you have the option to take either 21/14 from working time depending on the client's decision of whether to work you 161 or 168. The other 7 days are taken from non working time., On any day which is agreed to be a holiday you cannot be called back to work or for training.

22) If we move to a salary pay will this be 12 payments a year or 13 payments every 4 weeks)? Or is this a Company decision?

Individual employers will contact you with details of any change to current payment method.



23) Will the 7 day extra holidays, can this be taken on a normal holiday request at any time of the year?

The current procedure for your individual company will apply.

24) Does the 7 day holiday request have a company procedure of time allocation for the logistics dept? How much notice is required for a request?

As per Q23

25) Will the 7 day holiday be dictated to (pro rata) by the Company when we can take it? Like the 14 day holiday.

As per Q23

26) Will we still be allowed to take unpaid leave on request?

As per Q23

27) Will the Company be able to move us to another asset to claim claw back days?

NO not under the COTA agreement but if on an enhanced rota those conditions still apply

28) Can the holidays be looked at on a yearly basis from January to January, rather than September to end of August? As this has people having two 14 days holiday in the same year as it falls after the August sometimes and no holiday in the next year. Surely this does not have to be governed and run in conjunction with the yearly pay negotiations.

This would have little affect as it would still be possible to have holiday three months apart at the start/end of a year then a long wait till the next holiday.

29) Who is on the negotiating team that is recommending this?

Aramark – Stuart Hunter, Neil Hamilton and Ronnie Head

ESS – Ian Mundie, (Murdo Calder McPhee & David Low were both absent)

Sodexo – Angus Simpson, David Strawhorn and Derek Duffy

Trinity – Corina Davie

Learning Rep – Victor Fraser

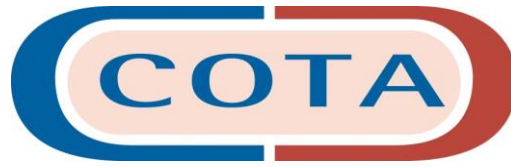
Both full time officers John Taylor (Unite) and Jake Molloy (RMT) were in attendance but the recommendation comes from the Shop Stewards not the full time officers.

30) I believe it was said a couple of years ago that the working time directive fight and the pay negotiations would be 2 separate entities and was wondering when this changed?

You are correct the members back then asked that they be treated separately, however there has been increasing pressure from members to increase the amount of paid leave received including from the drilling sector who at present do not have a contractual entitlement to paid leave only payment instead of paid time off. This was also discussed at the 3 Joint Shop Stewards meetings 17.2.10, 3.3.10 & 10.3.10 when they reviewed the proposed settlement to existing claims and new COTA agreement, all Shop stewards were invited to these meetings and travel cost was paid by COTA.

31) Why are we having to sign to say we have seen the presentation from our employer and why is the ballot so quick this year?

The reason for signing to say you have seen the presentation is to confirm the information is actually being passed on to everyone. The importance of members making an informed decision is paramount, which way they decide to vote is then up to them.



The timings of the process including the ballot date was agreed after the negotiation meeting but due to a unforeseen delays the communication was later than expected in going out. The level of information surrounding this offer is greater than any previous year with:

- Unions sending information to member's home address, to shop stewards offshore and on the websites.
- Each of the COTA employers has also sent the information to every employee's home address and to every offshore unit.
- An online presentation.
- A question and answer e-mail address at [feedback@cota.org.uk](mailto:feedback@cota.org.uk)

32) I appreciate this is an additional 3 days holiday's but with tax and insurance as well a fuel we are yet again trailing not leading the way in oil gas. I state 3 days as it was emphasised that the 4 days would be clawed back yet it isnt being sold that way is it!

For an employee who currently gets two weeks paid leave there will be an ability to have one further whole week paid leave from a time the employee would have otherwise been offshore although some clients may choose to pay this week rather than give the time off. The claw back days if used would not affect this week or payment.

33) You say you will pay £750 for each claim lodged with the ET, I have been led to believe by sending in the annual leave forms to my employer ESS , and then them turning this down this was the only thing we had to do to register the fact we were still applying for paid leave ,will this count when it comes to paying out the £750 compensation or will the people like ourselves who have worked 3/3 throughout this , are we going to miss out on payment as well as missing out on leave we should of had since 2004 nobody ever told us about lodging the appeal letters to the ET OR THE UNION

As per Q2

34) Is unpaid leave still the same, how much unpaid leave can you take in a year

As per Q 23

35) Even though I have not put in for holidays – I have taken unpaid leave to get a proper two week holiday over the past 14 years, am I entitled to reclaim this money for the holidays I have taken.

You were entitled to claim to the employment tribunal but any claim would have had to be made inline with the required procedures before it would be included within any settlement offer.

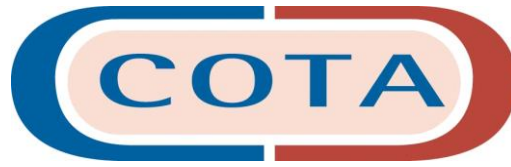
36) With the small increase in travel allowance, this does not even come close to what rail fares have gone up by which is 6 – 7 % in 2009 and a further increase of 2.8% for 2010, travel allowance has not changed since I joined the company, if you are going to increase an allowance then increase it in line with public transport.

The travel allowance was never introduced to fully compensate employees for their travel to work but was in recognition that travel was required.

37) I am a non union member and was not aware that unpaid holidays could be claimed back by the union, (if a form was filled out yearly) are non union persons going to be able to claim back any unpaid holidays, if the answer is no then I feel and other non union members feel they are being discriminated against.

Only valid claims to an employment will be included within the settlement offer as previously explained, if you have not submitted a claim there will be no settlement available for you.

This is not discriminatory as any employee could have submitted a claim to an employment tribunal whether they were a union member or not provided they had followed the correct procedure.



38) Claw back days, is it true that if your back to back fails to make his/her check-in, then the company has the right not to pay you and class your held on time off shore as claw back days. Also how much notice will the company give you when it's going to issue you with a claw back day?

Payment for Clawback days is included in your annual salary payment.

39) Does salary mean going to 12 payments per year.

If there are to be any changes then each employer will communicate this directly to their staff.

40) How much notice will be given for claw back days.

Reasonable notice shall be provided for Clawback days that are rota'd in. All other clawback days shall be used on an as and when required basis i.e. when you carryout a training course/weather bound etc

41) Can you be sent to other platforms to do clawback days.

NO not under the COTA agreement but if on an enhanced rota those conditions still apply

42) Explain why we have to do clawback in the first place.

Clawback days formed part of the negotiations.

43) Will office tell us when to take the extra week holiday, or can we choose.

As per Q23

44) If you refuse to do clawback will company take action against you?

Each individual circumstance will be looked at on it own merits but if there is an unreasonable refusal then yes disciplinary action up to and including dismissal could be taken.

45) Slide show mentions 28 days holidays, we're being offered 21, where is the other 7.

As per Q21

46) Is the clawback for all crews i.e. 2 & 3 and 2 & 2.

As per Q 10

47) Other contractors have 4 weeks holidays and only do 5 days clawback, why do we have to do 4 days clawback for 1 week's holiday.

These are based on different collective agreements in place with clients and unions. Not all contractors receive 4 weeks paid leave.

48) If you choose not to take holiday's when/how do you get paid.

If it is agreed that you will work them then you will be paid at the time you would other wise have been scheduled to be on paid leave. If client instructs that the 7 days are to be worked this payment will be equally spread over the year.

49) Why no further negotiation, if offer not accepted.

As per Q2

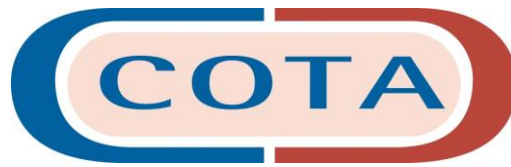
50) Why are we not entitled to 4 weeks holidays the same as all other contractors.

As per Q47

51) Will 2 & 3 not solve all these complications?

Rotations for each individual installation are the choice of the client.

52) Who will monitor the ballot?



The phone ballot will be run by shop stewards from Unite and the RMT. The final % result will then be passed on to the full time officers, COTA and the Union membership. This process was full endorsed by all Shop Stewards who attended the Joint Shop stewards meetings and has also been explained within the Joint Union communications to members.

53) Can employees choose how many days at a time to be clawed back?

Only under specific agreement with their COTA employer.

54) If we work 168 as now do we still have to do clawback?

If you do mean 168 days please see Q10 as you must be on an enhanced rota.

If however you meant to ask if you work 182 days e.g. 2on/2off or 3on/3off and were to continue to work 182 days next year then the answer is yes, you may still have to work the 4 claw back days. But remember that if in the future you worked 182 day then you would have an additional 21 days wages above your normal salary.

55) Does partial delays, weather etc count towards clawback days?

No they will be treated and paid for as present only the terminology has change slightly.

56) Crew contributing towards platform by attending first aid course etc, will loose out to crew who do not do anything towards the platform, as their days could be wrote off at the end of the year, very unfair.

Claw back days can be made up of many things and we have agreed that it is feasible to claw back four days from all employees to ensure fairness.

57) On slides 18 and 25 it mentions 28 days annual leave. Is this a mistake or are there to be 28 days paid leave?

As per Q21

58) For clawback days, for attending courses we are paid 8 hours, however when held offshore due to weather we are paid 12 hours. Is the clawback day an 8 hour or 12 hour rate? If it is 12 hours then shouldn't the payment for courses be 12 hours?

The answer to your question is yes all claw back days are 12 hour days and that is what has been built in to the agreement as part of the annual salary which union members will vote on.

59) If the flight is delayed by just a few hours and the employee gets home the same day then can these hours be counted towards a clawback day?

No they will be paid for as present.

60) If you choose to take no holidays or just 2 weeks holidays then do clawback days still count?

Yes claw back days are part of the agreement and apply to all who are not on an enhance rota.

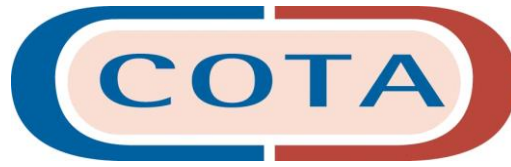
61) Can we choose when we wish to take holidays as suggested in the presentation? Currently we are allocated holidays by our employer and have no choice of dates.

Please discuss this with your individual COTA Company.

62) If the holidays are to be allocated then will there be 3 separate 1 week holidays or 1 two week holiday followed by another week?

Each employer will communicate this directly to their staff but it may vary between clients.

63) Disagree with the total wage rise being presented as a potential 6.16% deal as meal and accommodation expenses are not part of our wages so therefore should not be counted.



As per Q7

64) Why are union members being asked to raise questions to a COTA e-mail address and not to the Union?

All questions are discussed by COTA and the unions before a reply is given.

65) If 4 weeks paid leave is law (wtd) than how is it included in the pay talks, surely that should be a separate issue and not included as part of the wage increase.

As per Q2

66) Do we get paid for the 4 days claw back days and do we have to stay on an extra day making it 22 days for the trip and paid an extra day for the 22<sup>nd</sup> day worked or do we still just get paid for the 21?

Clawback days are paid for with your salary. If you are requested to stay on for an additional day at the end of beginning of your trip you shall receive reasonable notice from your employer to do this.

67) At the moment we currently get our holiday money paid to us every pay. If I have picked the presentation up right we will no longer get this paid but the money will accrue on our payslips and we can use the money when we take holidays? If this is correct if you do not take any holidays for the whole year and work 182 days when can you/get use the holiday money you have accrue?

This is applicable to ad hoc employees only, and shall be communicated to them which option their COTA company shall apply, however they shall have the option to either be paid as worked or accrued on their pay slip.

68) Is this aimed at equal time crew member as we are on 2 & 3 and if it was to work for us we would end up owing the company 3 week by year end?

For those on an enhanced rota there is no change; however you shall benefit from the increase in basic pay, meal and hotel allowance and travel allowance

69) Please advise as there is some confusion here, and they are all thinking we might be reverting back to 2 & 2 rotas?

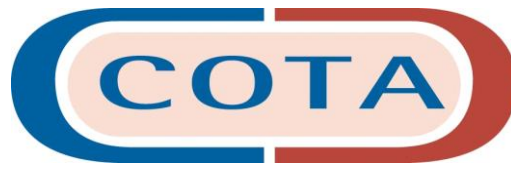
No those who enjoy an enhanced rota shall continue to do so as a gift from the client.

70) Can you actually quantify who really does qualify for the £750 payment under WTD Tribunal claims? If an employee has logged a WTD paid leave request with their employer using the Union recommended formatted letter, do they qualify for the payment? If not where was the information to take the refusal of paid holiday to the next level? i.e. tribunal.

Individual circumstance cannot be answered in this Q&A, however if you have submitted claim please direct your query to your union who shall be able to assist further.

71) Claw back; you state that claw back will be written off if not completed by year end with no financial penalty, what if a caterer has ERT/First Aid courses, Safety Reps duties/courses and weather delay days, will these be automatically used as claw back? A caterer with no duties, courses or weather delays need not use claw back (no penalty) so therefore here is a clear case of discrimination against certain members who actually add value to the contract COTA companies have with their clients. So this is a clear case of the more you do the less you get!!

As per Q 56



72) Claw back – Clarity on the use of claw back days, the written proposal contradicts itself. One statement tells you what the 4 days claw back can be used for, then question and Answer No.2 adds to the confusion on the use of claw back days. What does “in advance” mean in this scenario by means of notice i.e. one week? Two weeks? One day? How do you agree what and when the 4 days claw back will be use, is it to be nominated by the employee or employer?  
**Clawback days can be nominated in advance by your employer or utilised for weather delay/training days/if your back to back does not turn up etc as per the presentation.**

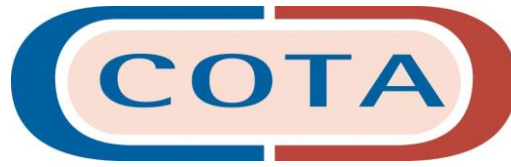
73) Travel money, this does not give a fair coverage to everyone, percentage payment depends on travel band you fit into, surely another case of discrimination towards certain members. Would a straight forward percentage rise to all travel not be a fairer method?  
**As per Q 4**

74) Will the third week of paid leave also be dictated to us by companies as is the case at present, or will this be on a rota basis i.e. 2 and 3 or is it down to each client to decide on the way forward? If so can this be established prior to the ballot as it will give employees a clearer indication to what is actually on offer to us?  
**Unfortunately this cannot be established prior to the ballot and will be determined by each client going forward**

75) If you are held on for reasons of back to back, no show or any other circumstances out with your control will this be for straight time under the new proposals? Because if we have read this correctly there will be no enhanced payment until 182 days have been completed.  
**This may in the first instance be utilised as a clawback day and thereafter be paid as currently.**

76) This latest pay offer has been put across to the membership in a manner that is not entirely clear and concise; there are far too many questions and not enough answers at present. What is the actual wage offer worth in percentage terms to the majority of employees? Looking at the proposal it is lucky if it is worth 2.5% max and not the 6.16% as indicated in the proposal unless you have a tribunal claim? How many actually have a claim in place? So how many employees' will actually get the full benefit of the 6.16%.  
**As detailed in the presentation there are a number of different scenarios that are applicable to a wide range of employees. This was provided in as much detail as possible in the presentation without dealing with individual circumstance which we cannot do at present. You can review the presentation as many times as you wish to get a clear understanding of what this deal means for you. In addition, the union have written to their membership detailing a breakdown of the deal.**

77) If the proposal was to be accepted in its present format then this surely would be a case of discrimination against some of the employees, as the proposal has certain parts to it that only applies to some employees. A wage negotiation structure and proposal should be an across the board rise on all aspects of the proposal to ensure fairness for all employees, no matter the grade or location of



employment.

There is no element of discrimination to this proposal. Currently employees enjoy very different arrangement and this sees an alignment of that.

78) I would like to propose that the Ballot date be reviewed to allow the membership and employees to have a clearer indication on all aspects of the 2010 wage negotiation proposal. By delaying the process by two weeks or until all questions are resolved will mean no issues coming forth thereafter or claims of discrimination being applied to both COTA and the trade unions. COTA and the Unions have committed to answering all of your questions within this agreed timescale to ensure all employees have been communicated both the proposal and the Q&A document.

79) How did COTA and the combined unions arrive at the £ 750 examples figure? This hardly equates to four weeks annual holiday entitlement ", Not even two weeks when you break it down.

This was done through negotiation.

80) Should there not be an independent verifier conducting the phone ballot on these very important SEPARATE issues, which we are being asked to vote for.

As stated within correspondence to Union members the phone ballot will be run by Shop Stewards from Unite and the RMT. The final % result will then be passed on to the full time officers, COTA and the Union membership.

This process was fully endorsed by all Shop Stewards who attended the Joint Shop Stewards meetings and has also been explained within numerous Union communications to members.

To clarify your second point individuals are not voting on two separate issues, this is an acceptance or rejection of all elements of this deal.

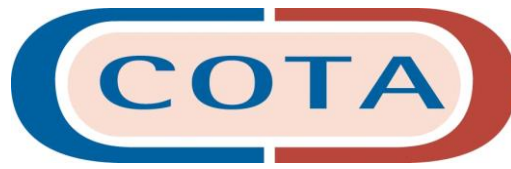
81) Why are the joint unions under COTA proposing we accept this agreement , when there is a live ongoing court case ?

As per Q 2

82) What happens to all the non union members under this proposed acceptance? Only union member vote to accept or reject this proposal. If accepted this then applies to the entire workforce.

83) We have a question with regard to the 4 days claw back is this only applicable for Company courses or is it relevant to client courses such as first aid ,safety rep courses .coxn's courses? It is applicable to all training.

84) Need clarification on premium rate OT? Is it only applicable after completing 182 days offshore? Premium rate is either applicable over 182 days or any days worked in addition to your regular rotation where clawback does not apply.



85) With the claw back days if one or more was to be used for a course would we still be entitled to travel, accommodation & meal expenses?

Yes

86) Firstly, I think that it is a great thing that at long last people now have a direct email address for COTA. This should be a permanent thing. My question is regarding the travel allowance, or lack of it. Can you please tell me how the figures are arrived at and what they are based on?

As per point 4

87) In the C.O.T.A /union presentation it was said that no one will be forced to work more than 168 days. If the client requires us to work 168 days and we receive 7 days payment for this will we still be required to work the 4 claw back days thus forcing us to work more than 168 days?

Yes

88) Will we still be able to take unpaid leave?

Since the last changes in pay dates people have days worked carried forward to the next pay run, would the new proposed terms affect this in any way?

Your first point as per Q23 and your second point as per Q39