

## QUESTION & ANSWERS 06 July 2010

- 1) Are we correct in our interpretation of the proposed deal in saying that from 1st Sept (assuming the offer is agreed upon) that we will have our 14 x days additional payment replaced with 7 x days additional payment and 2 weeks where we can take holidays through our company's holiday procedure without loss of salary.

The new proposal allows you to work a minimum of 161 days for the salary you enjoy now. Where a client requests you to work 168 days you shall receive 7 days extra pay at basic rate. If you wish to work more than 168 days you can (pending employer approval), and you shall be paid at basic rate for this up to 182 day, thereafter premium rate will apply. If you wish to take 14 days annual leave from working time then you are entitled to do so.

- 2) We work a regular 2/2 pattern on here. Would we then, with the company's authorisation, be at liberty to come offshore for one week then onshore for three, with no loss of pay. Similarly, to be able to take 6 weeks off (ie:- 2 weeks leave, followed by 2 weeks authorised annual leave, followed by 2 weeks leave)

This would be down to the individual company's leave procedure. Individual COTA companies shall be communicating to employees following the ballot detailing the chosen paid leave option applicable to each client and how this can be worked.

- 3) Can you tell us exactly what it is we are expected to be voting for in 2 weeks time? How can we decide if we say yes or no to the proposal if we don't know what we are voting for?

All information in relation to the proposal is in the presentation, therefore I would urge you if you are unclear to view this again as many times as you require. However in short you are voting on the following:

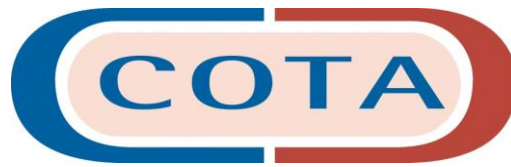
You are voting to either accept or reject the settlement of claims raised at Employment Tribunal for paid annual leave.

You are voting for either accept or reject a 1.95% pay increase and the additional travel, meal accommodation allowance

You are voting to either accept or reject 7 days additional paid annual leave (depending on client requirements this will be paid or taken as holiday) if working equal time

You are voting to accept or reject 4 claw back days

You are voting to accept or reject the move to a salary



4) In the Shell system will the extra week's holiday be used as the existing Claw back week?

Those on enhanced rotations will continue as at present and will not be affected by the four day clawback

5) Will "Client" courses still be paid at "Client" rates?

We cannot advise on individual company policy or procedure at this time.

6) In page 5 of the details sent out the Additional Offshore Daily Rate is classed as the Current Daily Rate (New Terminology statement). In page 6 of the same document The Additional Offshore Daily Rate is classed as the Current Overtime Rate of time and a half (Question about time and a half). Please clarify which is correct and amend the document accordingly.

The Additional offshore dairy rate is the current day rate.

7) If no claim has been lodged at the employment tribunal by non union members does this mean the company will not be paying the £750.00 to any non union members?

If a claim has been lodged at tribunal whether by union or non union members, it shall be included in this settlement deal.

8) Is the employing company going to discriminate against any employee who did not lodge a claim for holiday entitlement at the employment tribunal?

We do not understand this question – please clarify?

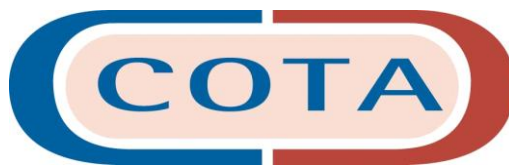
9) As a grade D I earn £35,468.36 per year for working 168 days. Plus 14 days paid leave if I work 4 days extra offshore this attracts an overtime payment of £1169.28 a total of £36637.44 for working 186 days.

Under the proposed new agreement if the client wants me to work 168 days plus 14 days leave plus 4 days claw back again a total 186 days I would be paid my salary £35,468.36 plus 7 days £1364.16 a total of £36832.32 a difference of £194.88 one day's pay plus a pay. Rise of 1.95 % and any travel increase I am entitled to is this correct?

It would appear it is not by accident you have chosen to compare the possible claw back days with 4 days at overtime rate, not single time as per current weather delay or the 8 hours per day as per current onshore training rate so in short you are correct with your chosen comparison but below are three others examples:

*Under the current agreement*

Grade D working 168 days a year plus 14 days paid leave	=	£35,468.16
If worked 4 days extra offshore due to <u>weather delay</u>	=	£ 779.52
A total for working 186 days	=	£36,247.68



Under the proposed new agreement if worked 186 days  
 (168 days plus 14 days leave plus 4 days claw back)  
 I would be paid my salary £35,468.16 plus 7 days £1364.16 = £36,832.32  
**A difference equal to 3 days pay of £ 584.64**

Plus a pay rise of 1.95 % on basic with travel, meal & accommodation = (2.31%)

Under the current agreement  
 Grade D working 168 days a year plus 14 days paid leave = £35,468.16  
 If worked 4 days extra onshore due to training (8hrs per day) = £ 519.68  
 A total for working 186 days = £35,984.84

Under the proposed new agreement if worked 186 days  
 (168 days plus 14 days leave plus 4 days claw back)  
 I would be paid my salary £35,468.16 plus 7 days £1364.16 = £36,832.32  
**A difference equal to 4.33 days pay of £ 849.48**

Plus a pay rise of 1.95 % on basic with travel, meal & accommodation = (2.31%)

Under the current agreement  
 Grade D working 168 days a year plus 14 days paid leave = £35,468.16  
 If not worked any claw back days = £ 0.00  
 A total for working 186 days = £35,468.16

Under the proposed new agreement if worked 186 days  
 (168 days plus 14 days leave plus 4 days claw back)  
 I would be paid my salary £35,468.16 plus 7 days £1364.16 = £36,832.32  
**A difference equal to 7days pay of £ 1364.16**

Plus a pay rise of 1.95 % on basic with travel, meal & accommodation = (2.31%)

I have not given these examples to exaggerate the affect but simply to demonstrate how someone's perspective of the offer could be altered either deliberately or unwittingly by the influence of others.

That is why the Unions were diligent when writing to the members on the 17th of June explaining:

The full value of this package for any member who is having their paid leave increased would be between 3.96% and 6.16% depending on the number of claw back days used, **plus** any settlement figure for existing Employment Tribunal claims. For those who already benefit from an enhanced rota, the financial package would be worth 2.31% **plus** any settlement figure for existing Employment Tribunal claims.