



OFFSHORE CONTRACTORS PARTNERSHIP AGREEMENT 2019 – 2020

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OFFSHORE CONTRACTORS' PARTNERSHIP AGREEMENT

1.0 INTRODUCTION

The Offshore Contractors' Association entered into a partnership agreement with Unite the Union and GMB Union on 5th November 1998.

In pursuance of the aims of the partnership agreement, the association, on behalf of its members, and the unions, on behalf of their members have negotiated this agreement relating to standard terms and conditions of employment. These terms include terms of remuneration, working hours and holiday entitlement.

Hereinafter the parties will be referred to as:

- Offshore Contractors' Association, referred to thereafter as the "OCA"
- Unite and GMB, referred to thereafter as the "signatory(ies) trade union(s)"
- Offshore Contractors' Partnership Agreement, referred to thereafter as the "partnership agreement"
- Member & Associate Member Companies, referred to thereafter as the "member company (ies)"
- Signatories to the partnership agreement, referred to thereafter as the "partners"

2.0 PRINCIPLES

All parties have agreed that the following principles will underpin the agreement:

- All parties are fully committed to encouraging a safe and healthy working environment, and the partnership agreement supports this.
- The partnership agreement establishes the base pay and conditions of employment of employees of member companies as defined to be within the scope.
- The base pay and conditions of employment set the minimum to attract and retain the personnel required to deliver existing work scopes.
- The base pay and conditions take into account the training and competency of employees.
- Member companies can elect to enhance their employees' base pay and conditions of employment but cannot operate below the base terms specified within this partnership agreement. Member companies should clearly state any enhancements to ensure employees' understanding that increases applied to any element of the partnership agreement will only apply to the base terms of employment
- The agreement should be clear and easy to interpret whilst reducing the administrative burden for all stakeholders.



- All parties will work together to maintain the partnership agreement incorporating new industry developments.
- The partnership agreement covers the specific categories and disciplines in Appendix B.
- This partnership agreement has a clear governance structure to ensure transparency, validity, and integrity.

3.0 SCOPE

The partnership agreement shall apply to employees who meet the following criteria:

- Employed by a member company of the OCA as listed in Appendix A and:
- Engaged in construction, commissioning, modifications, maintenance, operations and decommissioning work under a recognised discipline as listed in Appendix B, and:
- Employed to work offshore in the UK Territorial Waters and the UK Continental Shelf in the upstream oil and gas industry.

The scope of the partnership agreement specifically excludes employees working in the following areas:

- Drilling operations
- Subsea operations, specifically diving and pipe laying work.
- Catering work
- Marine operations covered by IMCA
- Vendors engaged under other arrangements

The scope of this agreement specifically excludes rates of pay for Apprentices and Trainees covered by other approved national schemes.

A full list of the categories and disciplines is included in Appendix B.

4.0 REVIEW DATE

The partnership agreement will be reviewed annually and take effect from 01 April or as otherwise agreed by the signatories. Member companies will be required to amend individual employees' statements of terms and conditions of employment to reflect new terms agreed following annual review.

5.0 ENGAGEMENT ARRANGEMENTS

Representatives of the OCA and signatory trade unions agree to meet at least four (4) times per year on a consultative basis. At least one (1) of these meetings will be for the purposes of reviewing the partnership agreement. The purpose of these meetings is to enable an effective exchange of views; promote a better understanding of the challenges facing the offshore industry; address potential areas of conflict and collaborate in finding solutions.



These discussions may include:

- Discussion on initiatives developed either by the OCA in its various committees and in discussion with its clients, or by the signatory trade unions.
- Investigation and response to issues raised by the signatory trade unions or member companies.
- Consultation and review of guidelines produced to cover safety, employee concerns and working arrangements.
- Safety matters.
- Training and competence matters.
- Employment practices including the recruitment and termination of employment, ways of improving productivity and reducing costs to maintain or improve the industry's competitiveness and performance.

The establishment of these arrangements will in no way pre-empt direct consultation and communication between individual companies and their employees.

Collective bargaining of pay, hours and holiday entitlement will only be dealt with at the annual negotiations between the partners. Issues relating to individual concerns of pay and benefits must always be dealt with through the grievance and disciplinary procedures with the individual employee and employer.

No less than six months' notice will be given in writing by any of the partners if termination or revision is required, but termination shall only be agreed between the months of March and June inclusive. This six-month period may, however, be waived by mutual agreement

It is recognised that there is already OCA and signatory trade union involvement in other industry bodies; in a best effort to avoid duplication of effort the partners will work to ensure that issues are channelled to the appropriate bodies.

The partners will issue joint media releases on important issues as necessary to demonstrate that effective dialogue is taking place between the parties and show the partnership to be constructive and forward-thinking regarding employee relations, working for the interest of employees and member companies.

6.0 TRADE UNION REPRESENTATION

Employers shall endeavour to facilitate access for officials of the signatory trade unions to relevant employees working under the partnership agreement.

Trade union representatives shall be elected from the existing work force in accordance with the rules of their trade union to act on its behalf in observance of the partnership agreement. Every effort will be made to nominate candidates from those whose overall experience makes them suitable for the task and for this purpose at least two years' experience in the industry will normally be the acceptable minimum length of service. There shall be no more than one representative for each signatory trade union and section for each offshore rota.

The employers recognise the rights of the employees to elect representatives but due to the very special nature of the work on an offshore installation and the special safety requirements, representatives may only convene meetings on the offshore installation in accordance with the rules set out by the Installation Manager of the client company. Otherwise their representational functions will not be affected.



The name of each accredited representative will be notified to the employer's representative at the onshore base in writing by the trade union concerned. No other representative will be recognised.

Every effort will be made to facilitate paid time off for accredited representatives to attend workforce engagement. This will be in line with the ACAS Code of Practice on time off work for trade union duties and activities.

Trade unions representatives will be subject to the rules of their trade unions and will act in support of the agreement. This extends to direct communication with the media, which shall be the joint responsibility of the partners.

7.0 PRODUCTIVITY

In the spirit of the partnership agreement, all partners will work proactively to create a framework for the development of a culture supporting improved productivity and performance.

Support for the following cost-effective solutions to improved productivity will include:

- Team based approach to working
- Identification and resolution of any wasteful practices, restriction or customs likely to impede maximum productivity
- Where production can be improved, full and active support by the workforce and signatory trade unions should be given to the introduction or furtherance of new practices, such as flexible working, introduction of new technology, multi-skilling, multi-tasking
- Commitment to identifying, sharing and introducing best practices from other industries
- Continuous development and improvement
- Development of new motivational incentive strategies by agreement through consultation

To ensure the smooth and safe transition to alternative working practices the employer will commit to providing the necessary training, tools, equipment and information to facilitate the execution of effective working.

Development of new motivational incentive strategies by agreement through consultation and introduction of specific project supplementary arrangements (SPSA) where these are seen as a means of increasing productivity.

8.0 COMPETENCY, TRAINING AND DEVELOPMENT

Employees are required to co-operate and participate in the assessment of their competency in their category of employment.

The partners actively encourage development of employees. Training will be provided to ensure employees have the necessary skills and knowledge required to safely and efficiently perform their role whilst enhancing future employability. The fullest use will be made of appropriate training schemes. All employees must accept trainees within the workforce and co-operate in the training and development of such employees.

Where a recognised standard of trade competence exists, the partners will actively support its development and use in establishing competence of employees against recognised standards. It is a specific condition of



employment that all employees must undertake relevant training if requested and shall apply such skills in which they are proficient.

9.0 WORKING ARRANGEMENTS

9.1 Work Rotation

The employer will designate the work / field break rotation at the start of their operation on each offshore installation and inform their employees of the arrangements to be adopted as there are many different work rotations in place.

The number of days on the offshore installation will vary according to operational requirements and may be more or less than the designated work rotation. Employees will be advised accordingly prior to mobilisation. The maximum scheduled offshore equal time rotation applicable under this Agreement shall be no greater than three (3) weeks on, three (3) weeks off.

Any requirement to extend the work rotation from that advised at mobilisation, will be mutually agreed with the employee(s) concerned, unless such a variation is due to reasons out with the employers' control e.g. environmental delays.

9.2 Rotation Changes

OCA reaffirms its commitment to meaningful consultation of any changes required to rota patterns and to maintaining the principle of equal time working. 90 days' notice will be given (including any statutory consultation period) in advance of any further changes to rotas being implemented.

It is acknowledged that working patterns will vary according to the operational needs of installations, requiring a number of differing solutions to be adopted, however the maximum length of a scheduled offshore trip will be restricted to 3 weeks. OCA member companies will monitor the effects on health and safety and work life balance, reporting at each scheduled consultative meeting as provided for in Section 5 of the OCPA.

9.3 Working Hours

The normal working week for the purposes of statutory payments and periods of notice will be forty (40) hours over five (5) days of eight (8) hours per day, Monday to Friday inclusive.

The normal working hours offshore will comprise a ten and a half (10½) hour shift plus paid meals and tea breaks not exceeding a maximum of one and a half (1½) hours. This one and a half (1½) hours maximum includes the time required to go between the place of work and the messing facilities for meal breaks. The dayshift start, and end time, shall be determined by local circumstances. The twelve (12) hours not covered by the day shift shall be the night shift.

Scheduled working in excess of ten (10½) hours shall be avoided, so far as is practicable in relation to the operational requirements applying on the offshore installation. However, employees must be available to work reasonable additional hours to cover essential work.



Equal opportunity to work night shift will be given to all employees, so far as reasonably practicable, within the scheduling and planning of the work.

Time worked on the offshore installation must be recorded on approved timesheets where required.

9.4 Guaranteed Rest Periods.

Having regard to the operating requirements offshore, on completion of a ten and a half (10½) hour shift an employee is entitled a minimum of eight (8) hours break before commencing his/her next shift. If the eight (8) hours over runs into the next shift, they will be paid as if they had worked the complete shift, provided they are available for, and willing to work.

The over-riding principle of this section is that as far as is practicable within all the operating requirements, including helicopter travel, employees will have eight (8) hours break between ceasing one shift and commencing another. If the operating requirements make the achievement of the eight (8) hour break unobtainable over a lengthy period, special arrangements will be agreed.

9.5 Holidays

Annual holiday entitlement will be four (4) weeks of seven (7) days per annum pro rata.

Employees will be entitled to request one rotation off from work time in each holiday year. Such requests will not be unreasonably refused; however, employees may be required to take holiday entitlement in blocks of 2 weeks or 3 weeks for operational or safety reasons or to retain place on rota.

As there are many different working rotations in operation, specific rules regarding holiday entitlement will be defined in the employee's terms and conditions of employment or in a member company's policy or procedure.

9.6 Travel, Accommodation and Expenses

9.6.1 Offshore

The Offshore Installation's Operator shall provide food and suitable quarters to the contractor's employees offshore free of any charges.

9.6.2 Onshore

Travel

Employees will be provided with an off-peak or, if travel during restricted times is unavoidable, a standard anytime return rail fare or its equivalent between the employer's onshore base and the railway station nearest to their home or nearest port of disembarkation in the United Kingdom. Rail fares will be increased in line with the Rail Regulators Fare increases in January each year, backdated where necessary. No travelling time will be paid for this journey in either direction



Accommodation

Where onshore accommodation is applicable prior or post mobilisation, every effort will be made to provide single occupancy. In circumstances where double occupancy cannot be avoided the following guidelines shall apply where practically possible:

- Employees share with individuals who have similar check-ins times – within a 2-hour period.
- Outbound and Inbound employees do not share double occupancy rooms.

In the event of an employee having to spend a night at the onshore base due to circumstances beyond their control, or in the course of the journey between the base and the offshore installation or vice versa, the company will provide reasonable accommodation.

In all situations where companies provide employees with accommodation, the company expects employees to comply with the following:

- Advise a company representative if arriving late (after 11pm) to the assigned hotel.
- If accommodation is no longer required, employees will contact a company representative in conjunction with specific company policy/procedures.
- Employees will conduct themselves in an appropriate manner at all times ensuring respect to any colleague where accommodation is shared.

9.6.3 Training and Medical

For attending onshore training course and for attending onshore medicals or medical testing examinations, employees will be provided with:

Travel

An off-peak, or, if travel during restricted times is unavoidable, a standard anytime return rail fare or its equivalent between the employer's onshore base, training or medical location and the railway station nearest to their home or nearest port of disembarkation in the United Kingdom.

No travelling time will be paid for this journey in either direction.

Accommodation

Employees attending training courses will be provided with accommodation, including breakfast and evening meal by the employer.

Expenses

Travelling expenses from home address or nearest port of disembarkation in the United Kingdom to the course and return will be reimbursed.



Where no employer's transport is provided between accommodation and course location, actual receipted travelling expenses incurred will be reimbursed at cost excluding rail fare.

9.7 LEAVE OF ABSENCE.

9.7.1 Absence from Offshore Installation for Compassionate Reasons

Payment will cease on arrival at the employer's onshore base and re-commence when the employee returns to work. All absence for compassionate reasons, other than bereavement, will be unpaid.

9.7.2 Bereavement Leave

Up to a maximum of five (5) days (excluding travel) bereavement leave will be granted on the death of a Spouse, Child, Grandchild, Parent or Parent of Spouse, Brother or Sister. Where reasonable and necessary, longer periods of unpaid leave may be permitted where agreed with the employer in advance.

For each day of bereavement leave so granted, the employee will be paid for twelve (12) hours / one day (1) at the Offshore Rate. This payment will qualify for field break accrual if appropriate.

Paid bereavement leave will only apply for days of the worked part of the rotation lost i.e. where the employee had to miss a worked shift.

The provision of bereavement leave above will apply, subject to the agreement of the employer, where an employee has special responsibility towards the deceased person, not listed above.

All requests for bereavement leave must be supported by the production of satisfactory evidence of the relationship.

9.7.2 Emergency and Parental Leave

Emergency and Parental Leave will be in line with statutory minimum legislation and will be defined in the employees' terms and conditions of employment or in a Member Company's policy.

9.7.4 Maternity & Paternity Leave

Maternity & Paternity leave will be in line with statutory minimum legislation and will be defined in the employees' terms and conditions of employment or in a Member Company's policy.

9.8 MEDICAL AND SUBSTANCE ABUSE

For initial and updating medical examination and re-examination, employees will be required to satisfy the industry medical standards, which are required by the employer and the employer's client. Such standards may include a requirement for screening for alcohol or drug abuse. Any necessary expenses incurred will be reimbursed as stated in section 9.6.3.



Employees may be required to submit to tests for alcohol or drugs in line with their employer's policy. Positive results from, or refusal to submit to, such tests could result in disciplinary action, up to and including dismissal, in accordance with their member company's policy.

9.9 PROBATIONARY PERIOD

The probationary period will be determined as per the employee terms and conditions of employment. Any termination during the probationary period will be subject to the member company's policy.

9.10 ADDITIONAL POLICIES AND PROCEDURES REGARDING WORKING ARRANGEMENTS

Member Companies will in all cases, meet the minimum statutory requirements defined by legislation. This will be detailed within the Member Companies' policies and procedures and will be made available on commencement of employment or by employee request.

This will include but is not limited to:

- Safety
- Discipline and Grievance
- Dignity at work
- Maternity and Parental leave
- Working Time Directive provisions.

10 REMUNERATION

It is recognised that a variety of payment structures exist within OCA Member Companies. It is a principle of this Partnership agreement that those employees, however remunerated, shall receive no less payment as defined in Table 1.

Table 1 highlights the base levels of pay for hourly, day rated and salaried employees across five different work rotations. This provides greater transparency and demonstrates how the base hourly rates relate to the day rated and salaried remunerated equivalent. These amounts will differ depending on the employee work rotation and ultimately how many hours are worked annually.

Members of the OCA may opt by way of consultation and agreement, to put in place other remuneration terms and conditions for employees covered by this agreement.

Whilst future reviews of rates and other aspects covered by the agreement shall be based on the hourly structure, it will be for individual member companies, in any discussions with their employees and/or the signatory trade unions to demonstrate at least continuing parity with these terms, be they based on a day rate or salaried structure.

Where enhancements to terms and conditions are provided in addition to the minimum salary and base terms detailed in the revised OCPA, OCA member companies may adjust these enhancements to take into account the increased minimum salary or base terms by consulting separately with the trade unions with a view to introducing a Supplementary Project Agreement (SPA) to cover such circumstances.



The trade unions, on behalf of their members, guarantee their commitment and understanding that any future improvements on these base terms must be underpinned by productivity gains and recognition of the cost improvement needs of the industry.

10.1 Standard Time Offshore

Standard Time offshore rates are paid on established conditions normally associated with offshore dayshift work and detailed in Table 1. The Standard Time Offshore rate applies under the following circumstances:

- All travel time incurred from the designated check-in time between the employer's onshore base and the offshore installation and vice versa.
- All time incurred through operational delays either at the onshore base or between the onshore base and the offshore installation. Such payments will be limited to a maximum of twelve (12) hours in any consecutive twenty-four (24) hour period, including Saturdays and Sundays, provided that the employee has reported to the employer's onshore base by the designated check-in time and is available for work. All delayed departure days will qualify for field break accrual.
- All dayshift time worked on the offshore installation up to a maximum of twelve (12) hours per / one (1) day
- Any time associated with approved safety seminars and training taking place on offshore installation.
- Employees who undertake safety seminars and training courses onshore during their offshore work rotation will be paid a maximum of twelve (12) hours per day at the Standard Time offshore rate. This payment qualifies for field break accrual.
- In the event of employees being stood down for operational reasons prior to the completion of the designated work rotation, (Refer to Table 2) they should be paid as follows:
 - On the day of down manning, the employee should be paid twelve (12) hours at Standard Time offshore.
 - The remainder of the designated offshore work rotation should be paid at Standard Time offshore. This payment qualifies for the recommended credited field break payment.

10.2 Standard Time Onshore

Standard Time onshore rates are paid on established conditions normally associated with onshore standby or training time. Subject to the implementation of and full compliance with the safety and productivity provisions of this agreement, the Standard Time onshore rate applies payment will be made in accordance with Table 2:

- Should an employee continue to be held at home due to a delay in commencing the next work rotation for operational reasons, or on the completion of accrued field break employees will be in accordance with Table 2. This payment should qualify for the recommended credited field break rate where there is a shortfall in the number of days accrued in the next work rotation.



- Should an employee continue to be held at home after completion of the original work rotation, a payment in accordance with Table 2 should apply until such time as a decision is made on the continued employment of the employee.
- Employees who have been continuously employed for not less than four weeks will be guaranteed employment for seven days in each normal pay week (Sunday to Saturday). In the event of work not being available for the whole or part of the seven days, employees covered by the guarantee will be paid in accordance with Table 2. This payment does not qualify for field break accrual. In the event of an employee being held at home pending instructions, these provisions above will apply.
- To qualify for payment under this section an employee stood down onshore must be available to report to the employer's onshore base within twenty-four (24) hours of the notice to mobilise being issued.
- In order to standardise interpretation, examples of the application of guaranteed payments in typical delay and standby situations are set out in Table 2.

10.3 Field Break

A sum to be credited to each employee for each night spent offshore, or after the employee has checked in at the onshore base to travel to the offshore installation as detailed in Table 1. For those on all-inclusive day rate or salary package this may be included with their rate or salary but will be made clear in the employee's terms and condition of employment.

When on holiday a payment for field break will be made as per 10.17

10.4 Chargehand Supplement

An additional supplement will be paid to Chargehands for all hours worked, irrespective of their basic category (A to D) as detailed in Table 1.

10.5 Offshore Overtime Allowance

A supplementary allowance paid for working additional hours in excess at the end of normal twelve (12) hour shift, meal breaks excluded as detailed in Table 1. Allowance may be made in all-inclusive day rates or salaried remuneration models to cover working additional hours where this is expected to be a regular occurrence as stated in the employee's terms and conditions of employment.

10.6 Welder Qualification

These payments will be provided where the employee has the designated coded welding qualification to carry out the work required. No other proficiency payment will be made. This payment is detailed in Table 1.

10.7 Industrial Rope Access Operatives Supplement

Additional proficiency payment will be made per hour to Rope Access Operatives who:

- Are qualified and independently certified to IRATA Rope Operatives requirement.



- Where this specific competency is required to complete the work.
- The payment is provided where an employee has engaged in the activity of rope access during any part of the day. This payment is detailed in Table 1.

10.8 Offshore Nightshift Allowance.

An allowance paid for each full twelve (12) hour night shift completed. Allowance may be made in all-inclusive day rates or salaried remuneration models to cover night shift working where this is expected to be a regular occurrence as stated in the employee's terms and conditions of employment.

10.9 Temporary Offshore Accommodation - Scale 1

A nightly allowance to compensate an employee who cannot return to his normal accommodation location offshore and has to be temporarily accommodated in a cabin on another installation.

10.10 Temporary Offshore Accommodation - Scale 2

A nightly allowance to compensate an employee having to spend a night on an offshore installation in temporary sleeping quarters, e.g. sleeping bags on camp beds.

Under no circumstances will an employee be entitled to payment under both 10.9 & 10.10 for the same twenty-four (24) hour period.

10.11 Offshore Delay Payment

If employees are delayed on the day of departure from the offshore installation for six (6) hours or more due to their flight not being able to depart on scheduled departure time, employees will be entitled to a delay payment as stated in Table 1 for that day and any subsequent day.

This payment is only applicable if employees return to productive work (where feasible) until time of actual departure from the offshore installation.

10.12 Christmas / New Year Allowance

A daily allowance to compensate an employee who has reported to his onshore base and is available for or has started his journey to or from an offshore installation, or who is working on an offshore installation from 25th December to 2nd January inclusive (nine (9) days maximum).

10.13 Onshore Accommodation Allowance

The maximum allowance paid towards the receipted cost of any overnight hotel expenses incurred in the event of an employee having to spend a night at the onshore base for operational reasons preventing the journey between the base and the offshore installation taking place, or vice versa, and the employer has been unable to provide reasonable accommodation for the employee.



10.14 Onshore Lunch Allowance

An allowance to cover the cost of a midday meal in the event of a delay in transit between the employer's onshore base and offshore facility for four (4) or more hours.

An allowance to cover the cost of a midday meal when an employee is attending an authorised training course and where no meal is provided.

10.15 Onshore Evening Meal Allowance

An allowance to cover the cost of an evening meal in the event of an employee being delayed in transit between the employer's onshore base and offshore facility for four (4) or more hours, and where no meal is provided.

10.16 Training Payment

Any time associated with approved safety and training that takes place on the offshore installation and recorded on approved timesheets will be paid at the Standard Time rate.

Employees who undertake safety and training courses onshore during their offshore work cycle will be paid a maximum of twelve (12) hours per day at the Standard Time rate. This payment qualifies for field break accrual.

Employees who undertake safety and training courses while on field break will be paid eight (8) hours per day at the Standard Time rate. A payment, the equivalent to of one day's field break will be paid for every eight (8) hour day of training.

See section 9.6 for expenses pertaining to travel and accommodation.

10.17 Holiday Pay

Holiday Pay will be calculated as an average over a reference period of the previous six (6) worked weeks. Employees without a six (6) working weeks reference period will be paid twelve (12) hours at Standard Time Offshore (10.1) plus Field Break (10.3).

Elements of pay to be included in the calculation of holiday pay will include the following where applicable:

- Standard Time Offshore
- Additional Offshore Delay Days
- Standard Time Onshore
- Onshore Training undertaken in Field Break only
- Field Break
- Chargehand Supplement
- Offshore Overtime Allowance
- Welder Supplement
- Industrial Rope Access Operatives Supplement
- Offshore Overtime Allowance



- Offshore Delay Allowance
- Christmas/New Year Allowance

10.18 PENSIONS

Each member company will provide an occupational pension scheme in line with current legislation. Details of the scheme will be provided on commencement of employment.

11. SICKNESS, ACCIDENT AND LIFE ASSURANCE

11.1 Payment for Sickness on an Offshore Installation

Full pay will be payable for certified sickness on the offshore installation up to a maximum of twelve (12) hours per day. This payment will qualify for field break. Subject to individual member company arrangements, the payment would cease on arrival at the employer's onshore base and normal payment would re-commence when the employee returns to work.

Sickness, Accident and Life Assurance cover will be provided by employing companies to at least the benefits listed in Table 3.

Suitably qualified and nominated members of an Emergency Response Team will be guaranteed basic earnings up to a maximum of fifty-two (52) weeks. This will be only payable in the event of the employee being injured in the course of their emergency response duties which shall include training exercises and prevented from working.

11.2 Sick Pay

Company Sick Pay (CSP) to be paid at:

- Short Term Rate per week for weeks 1 – 13 as per Table 3.
- Long Term Rate per week for weeks 14 -28 as per Table 3.
- No payment from week 29 onwards.
- This timeline aligns Statutory Sick Pay (SSP) and CSP payments.

Waiting days for SSP remains at three (3) days as per government scheme. SSP is payable for twenty-eight (28) weeks. The eight (8) week linking rule will apply.

No waiting days for CSP as per current scheme.

CSP is payable for twenty-eight (28) weeks in any rolling fifty-two (52) weeks period. This can be made up of a consecutive twenty-eight (28) weeks or cumulative twenty-eight (28) weeks in any fifty-two (52) week rolling period.



CSP will reset once the employee has exhausted twenty-eight (28) weeks and has been back at work for twenty-four (24) weeks.

Each member company's absence policy must be adhered to.

All sickness to be certified by either self-certification for the first seven (7) days or covered by a Fit Note (Doctors' Line). This should cover the full period of absence, including field break.

All documentation required by the member company must be provided to ensure payments are processed in a timely manner – in line with each member company's absence policy.

Each Member Company will advise employees prior to the point when SSP and CSP is due to exhaust.

Employees are required to co-operate with any request from member companies to attend sponsored health assessments by Occupational Health.

Due to the nature of offshore work and in line with Oil and Gas UK Guidelines, employees are required to attend a Fit to Return to Work assessment which will be provided prior to a return to offshore working. Every effort will be made to arrange this to coincide with sickness certificate expiry.

SSP and CSP will continue to be payable until the Fit to Return to Work assessment is completed by Occupational Health (providing entitlement has not been exhausted).

A doctors' certificate must be provided to cover all absence after the first seven (7) days – required to enable payment of SSP.

Any employee found to be abusing the Sick Pay Scheme may be subject to disciplinary investigation, which may lead to disciplinary action in line with each member company's disciplinary policies and procedures.

Any enhancement to the sick pay scheme provided by a member company will be detailed in the employee's term and conditions of employment or associated company policy.

12 SUPPLEMENTARY PROJECT AGREEMENTS (SPA)

In the event a member company proposes to vary terms and conditions, alter working patterns for a particular project or to deal with exceptional circumstances, agreement by consultation must take place prior to implementation.

Agreement will cover but will not necessarily be limited to;

- Nature and scope of works to be performed.
- Commencement and duration of works and variation in terms.
- Method of calculating and monitoring any variation in payments.
- Workforce communications.



- Site or Project specific safety precautions or regulations.

A written record of the agreement will be submitted to the Joint Secretaries. Such record will identify all the particulars of the SPA in accordance with the partnership agreement

Any question of interpretation or alleged non-compliance of an agreed SPA will be referred to the Disputes Resolution Procedure.

Any supplementary payment or arrangement is always to be shown separately from standard terms and does not form or become part of the standard terms of the partnership agreement.

13 TERMINATIONS, PERIOD OF NOTICE AND NOTICE PAY

The notice periods required to be given under the agreement are governed by the provisions contained in the Employment Rights Act 1996.

The notice required to be given by a member company to terminate the Contract of Employment of an employee is:

- No less than twenty-four (24) hours' notice for those with less than one (1) months continuous employment.
- No less than one (1) weeks' notice for those with one (1) month or more continuous employment, if their period of continuous employment is less than two (2) years.
- No less than one (1) weeks' notice for each year of continuous employment for those with two (2) years or more continuous employment up to a maximum of twelve (12) weeks' notice.

If an employee's Contract of Employment is terminated as a result of Gross Misconduct in accordance with the member company's disciplinary procedures, these provisions will not apply.

The notice required to be given by an employee to terminate their contract of employment is:

- No less than twenty-four (24) hours' notice from those with less than one (1) months continuous employment.
- No less than two (2) weeks' notice from those with one (1) month or more continuous employment, up to a maximum of four (4) weeks' notice for those with two (2) years or more continuous employment.

However, consideration may be given to reducing this period if an employee requires to leave on urgent grounds, the basis of which must be outlined in writing by the employee to the employer.

Notice pay will be paid as:

- Employees on a regular rotation will be paid as though they were on rotations so no worse off than had they been at work.



- Employees with no regular rotation will be paid average earnings over the previous 12-week reference period. Any week in which there were no earnings will be replaced with a week in which there were earnings.

14 DISPUTE RESOLUTION PROCEDURE

This section applies only to collective disputes that may arise between Member Companies and the recognised Signatory trade unions (referred to as “the Trade Unions”).

This procedure can be utilised by the OCA Member Companies or Trade Union where there is: -

- A collective dispute or;
- A matter of interpretation;
- Which relates to the partnership agreement or part of said agreement.

This procedure can only be invoked by the signatory full time trade union official or the OCA member companies. This procedure excludes disciplinary matters.

Both the OCA member companies and the trade unions accept and recognise the following basic principles as being essential for the effective and satisfactory operation of this procedure.

1. Issues should be resolved, wherever possible, at the appropriate level of management within the OCA member companies and as close as possible to the source of the dispute.
2. As far as possible, disputes should be settled within the OCA member companies without reference to any external person or body.
3. All disputes should be dealt with and settled within reasonable timescales.
4. All matters raised through this procedure must be capable of being supported by substantive evidence.

14.1 Time Limits

In furtherance of the principle to resolve issues as quickly as possible, it is agreed that any issue that becomes the subject of this procedure should be resolved within six (6) weeks of the date that an application for referral to the final stage is received.

However, the stipulated time limit in this procedure may be extended at the request of either party and by mutual agreement in appropriate circumstances. For example, the non-availability of appropriate personnel able to deal with the issue or difficulty in establishing facts or obtaining information associated with the issue.

14.2 Normal Working During Dispute Resolution

The parties agree there will be no departure from normal industrial relations or working under these conditions of employment or stoppage of work or any other industrial action whilst the procedure is in use and the status quo, (i.e. whatever conditions, practices or agreements on working and management arrangements that applied prior to the dispute) will be maintained until agreement is reached at any stage in the procedure or it is exhausted.



14.3 The Procedure

Stage 1 - Local Level

If an issue is raised in terms of this procedure, the local full-time officer of the Trade Union should seek a meeting with the appropriate manager of the Member Company to endeavour to resolve the issue as quickly as possible. In the event of agreement not being reached once all local procedures have been exhausted, failure to agree should be registered. Either party may make an application for the dispute to be referred for settlement to the appropriate trade union National Official and to the OCA.

Final Stage - National Level

If no agreement is reached at the conclusion of local negotiations, the member company or the Local Official may make application for a meeting to be arranged between Senior Management of the member company and the National Official(s) of the trade union(s). The Local Official(s) and a representative of the OCA will also attend the final stage meeting. The meeting will be arranged at a convenient location for all parties, (normally at the offices of the member company) at the earliest practicable date.

All parties to the final stage are obliged to work towards a settlement of the issue. The settlement should seek to recommend ways in which the dispute could be avoided in the future.

Once agreement has been reached at this stage, the decision will be communicated and implemented (where appropriate) as soon as possible.

Where a collective dispute impacts all member companies this should move to national level. Consideration should be given to bringing in a third party to assist with conciliation where no agreement can be reached between the member companies and the recognised trade unions.

Exhaustion of Procedure

No strike or other form of industrial action or implementation of changes to terms or conditions shall take place until formal declaration of exhaustion of this procedure has been confirmed in writing by the Joint Secretaries.

2019						
Item	Category	Unit	A Technician	B Skilled	C Semi - Skilled	D Unskilled
D1	Standard Time	Hour	£22.20	£20.65	£19.61	£13.76
D2	Chargehand	Hour	£1.85	£1.85	£1.85	£1.85
D3	Other Paid Hours	Hour	£22.20	£20.65	£19.61	£13.76
D5	Field Break	Day	£24.46	£22.75	£21.61	£15.17
D6	Nightshift Allowance	Shift	£26.50	£26.50	£26.50	£26.50
D7	Part Nightshift	Hour	£2.52	£2.52	£2.52	£2.52
D8	Christmas / New Year	Day	£70.00	£70.00	£70.00	£70.00
D9	Temporary Accommodation - Scale 1	Night	£15.00	£15.00	£15.00	£15.00
D10	Temporary Accommodation - Scale 2	Night	£30.00	£30.00	£30.00	£30.00
D11	Onshore Accommodation Allowance	Night	£75.00	£75.00	£75.00	£75.00
D12	Onshore Lunch Allowance	Day	£9.50	£9.50	£9.50	£9.50
D13	Onshore Evening Meal Allowance	Day	£20.00	£20.00	£20.00	£20.00
D14	Welder Qualification - Supplement 1	Hour	£0.17	£0.17	£0.17	£0.17
D15	Welder Qualification - Supplement 2	Hour	£0.17	£0.17	£0.17	£0.17
D16	Welder Qualification - Supplement 3	Hour	£0.17	£0.17	£0.17	£0.17
D17	Welder Qualification - Supplement 4 Maximum	Hour	£0.51	£0.51	£0.51	£0.51
D18	Industrial Rope Access Proficiency	Hour	£2.00	£2.00	£2.00	£2.00
D19	Delay Payment	Day	£75.00	£75.00	£75.00	£75.00
D20	Reassignment Payment	Day	£88.80	£82.60	£78.44	£55.04

TABLE 1 - RATES OF PAY AND ALLOWANCES						
2020						
Item	Category	Unit	A Technician	B Skilled	C Semi - Skilled	D Unskilled
D1	Standard Time	Hour	£23.09	£21.48	£20.39	£14.31
D2	Chargehand	Hour	£1.85	£1.85	£1.85	£1.85
D3	Other Paid Hours	Hour	£23.09	£21.48	£20.39	£14.31
D5	Field Break	Day	£24.46	£22.75	£21.61	£15.17
D6	Nightshift Allowance	Shift	£26.50	£26.50	£26.50	£26.50
D7	Part Nightshift	Hour	£2.52	£2.52	£2.52	£2.52
D8	Christmas / New Year	Day	£70.00	£70.00	£70.00	£70.00
D9	Temporary Accommodation - Scale 1	Night	£15.00	£15.00	£15.00	£15.00
D10	Temporary Accommodation - Scale 2	Night	£30.00	£30.00	£30.00	£30.00
D11	Onshore Accommodation Allowance	Night	£75.00	£75.00	£75.00	£75.00
D12	Onshore Lunch Allowance	Day	£9.50	£9.50	£9.50	£9.50
D13	Onshore Evening Meal Allowance	Day	£20.00	£20.00	£20.00	£20.00
D14	Welder Qualification - Supplement 1	Hour	£0.17	£0.17	£0.17	£0.17
D15	Welder Qualification - Supplement 2	Hour	£0.17	£0.17	£0.17	£0.17
D16	Welder Qualification - Supplement 3	Hour	£0.17	£0.17	£0.17	£0.17
D17	Welder Qualification - Supplement 4 Maximum	Hour	£0.51	£0.51	£0.51	£0.51
D18	Industrial Rope Access Proficiency	Hour	£2.00	£2.00	£2.00	£2.00
D19	Delay Payment	Day	£75.00	£75.00	£75.00	£75.00
D20	Reassignment Payment	Day	£92.36	£85.92	£81.56	£57.24

Standby and Delay Payments Matrix

Stand-by and Delay Payments Matrix		D1	D3	D5	
Pre-Mob	1	Training / Mobilisation delayed. Employee has been given a date to commence employment or instructions to report for training or first trip. Delay is notified before the employee has left home.		8 hours at D3 for each day from recruitment till mobilisation or made redundant. (Refer 9.2.4.1) D3.1.3	N/A as paid each day
	2	Told to stay at Home - Regular Assigned Rotations Employee is on a second or subsequent trip. Employer informs employee that mobilisation is delayed or cancelled for operational reasons.		8 hours at D3 for each day from end of field break until mobilisation or duration of advised trip. Follows Trip Rotation. D3.1.1	Accrues 1 days' field break for each full day of standby paid
Mob	3	Checked in and delayed Mobilisation Employee has reported to Employers designated point of mobilisation for transport to installation. Transport is delayed.	12 hours at D1 for each day until mobilised or duration of advised trip. D1.1.2		Accrues 1 days' field break for each full day of standby paid
	4	Sent back to Hotel Delay is expected to last beyond one day, expect to transport the following or subsequent day.	12 hours at D1 for each day until mobilised or duration of advised trip. D1.1.2		Accrues 1 days' field break for each full day of standby paid
	5	Sent Home prior to checking in after travelling to Employers' designated point of mobilisation for transport to Installation. Delay is of sufficient duration to justify instructing employee to return to home and await instructions.		8 hours at D3 for each day from end of field break until mobilisation or duration of advised trip. D3.1.1	Accrues 1 days' field break for each full day of standby paid
	6	Sent Home after checking in for transport to Installation Delay is of sufficient duration to justify instructing employee to return to home and await instructions.	12 hours at D1 for each day until mobilised or duration of advised trip D1.1.2		Accrues 1 days' field break for each full day of standby paid
De-Mob	7	De -Mob Early Employee has mobilised to installation. Trip is shortened for operational reasons and employee is returned onshore prior to advised completion date of trip	12 hours at D1 for each day until mobilised or duration of advised trip. D1.4.1		Accrues 1 days' field break for each full day of standby paid
	8	De-Mob Late (held on platform) Employee has completed work cycle, but transport to beach is delayed. Where practicable, employee is instructed to return to work.	D1 for all working hours on installation plus travelling time D1.4.1		Accrues 1 days field break for each full day on installation
	9	Delayed Pending Instructions - Regular assigned rotation Employee has completed work cycle and returned to home. Commencement of next trip is delayed for operational reasons and employee is instructed to remain at home pending instructions.		8 hours at D3 for each day until mobilisation or duration of advised trip and subsequent trips. D3.1.1	Accrues 1 days' field break for each full day of standby paid
Re-Mob	10	Same Rota and checked in Employee is advised to return to installation following delayed re-mobilisation. Rota is unchanged i.e. demobilisation date is as if the trip had started on the scheduled date.	12 hours at D1 for each day until mobilised or duration of advised trip. D1.1.2		Accrues 1 days' field break for each full day of standby paid
	11	Change Rota Employee is advised to return to installation following delayed re-mobilisation. Date of mobilisation is first day of a new 14 day rota		8 hours at D3 for each day from end of field break until mobilisation. D3.1.3	N/A as paid each day
Reassignment					
	1	Told to stay at Home - Not Assigned to Regular Rotations Employee is on a second or subsequent trip. Employer informs Employee that mobilisation is delayed or cancelled for operational reasons.		4 hours at D3 for each day from recruitment till mobilisation or made redundant. D3.1.3	N/A as paid each day
	2	No Work - End of Contract Employee has completed work cycle and returned to home. Project is declared complete and employee is instructed to await re-assignment following completion of assignment.		4 hours at D3 for each day from end of field break until mobilisation or made redundant. D3.1.3	N/A as paid each day

SICKNESS, ACCIDENT AND LIFE ASSURANCE - 2019

Weekly Sickness and Accident Benefits:-

Weekly sickness and accident benefit payable for absence from work due to sickness or injury. These payments are in addition to SSP at the current rate set annually by government (excluding the first 3 days of absence from work, SSP 8 weeks linking rule applies).	Weeks 1-13 £195.96 per week
	Weeks 14 – 28 £509.50 per week
	(Maximum 28 weeks)

Life Assurance Benefits:-

Death Due To Illness	£30,000	
Accidental Death	£34,000	
Accidental Death due to Onshore Non-Occupational Accident	£38,000	
OR Accidental Death due to Onshore Occupational or Site Accident	£60,000	
OR Accidental Death due to Offshore Accident (including Helicopter flights to and from offshore installation and whilst travelling to and from home to onshore base).	£20,000	
Accident NOT resulting in Death	£10,000	
Permanent Disablement Benefit per a scale of benefits up to a maximum in all for one accident of		
Loss of limb and/or Loss of eye	£10,000	
Upper Limbs	Left	Right
Loss by amputation of one thumb	£2,000	£2,000
Loss by amputation of one forefinger	£950	£1,250
Loss by amputation of any other finger	£450	£750
Lower Limbs	Left	Right
Loss by amputation of big toe	£1,000	£1,000
Loss by amputation of any other toe	£500	£500

If the injured person is left handed, the payment set out above for the various disabilities of the right upper limb and left upper limb shall be transposed.

SICKNESS, ACCIDENT AND LIFE ASSURANCE - 2020

Weekly Sickness and Accident Benefits:-

Weekly sickness and accident benefit payable for absence from work due to sickness or injury. These payments are in addition to SSP at the current rate set annually by government (excluding the first 3 days of absence from work, SSP 8 weeks linking rule applies).

Weeks 1-13 £203.80 per week
Weeks 14 – 28 £529.88 per week (Maximum 28 weeks)

Life Assurance Benefits:-

Death Due To Illness	£30,000
Accidental Death	£34,000
Accidental Death due to Onshore Non-Occupational Accident	£38,000
OR Accidental Death due to Onshore Occupational or Site Accident	£60,000
OR Accidental Death due to Offshore Accident (including Helicopter flights to and from offshore installation and whilst travelling to and from home to onshore base).	£20,000
Accident NOT resulting in Death	£10,000
Permanent Disablement Benefit per a scale of benefits up to a maximum in all for one accident of	£10,000
Loss of limb and/or Loss of eye	£10,000

Upper Limbs

	Left	Right
Loss by amputation of one thumb	£2,000	£2,000
Loss by amputation of one forefinger	£950	£1,250
Loss by amputation of any other finger	£450	£750

Lower Limbs

	Left	Right
Loss by amputation of big toe	£1,000	£1,000
Loss by amputation of any other toe	£500	£500

If the injured person is left handed, the payment set out above for the various disabilities of the right upper limb and left upper limb shall be transposed.

APPENDIX B - CATEGORIES AND DISCIPLINES OF PERSONNEL

A1 CATEGORIES AND DISCIPLINE OF PERSONNEL

The following list includes but does not limit the categories and disciplines of personnel employed by member companies under this Agreement:

A1.1 Category A – Technicians

Instrument	Electrical
Mechanical	Production
Metering	Communication
Radiological Protection Supervisor	Marine Cargo Operatives
Heat Treatment	Materials Controller
Process	Safety Technician
Laboratory	Core Operator
Marine Plant Operatives	Control Room Operator
Crane Mechanic / Operator	LOLER
Equipment Technician	

A1.2 Category B – Skilled Craftsperson

Instrument Pipe Fitter	Pipe Fitter
Mechanical Fitter	Welder
Plater	Rigger
Electrician	Scaffolder
Sheet Metal Worker	Insulator
Joiner	Helideck Landing Officer
Crane Operator	Deck Foreman
Crane Operator/Helideck Landing Officer	Crane Mechanic

A1.3 Category C – Semi Skilled

Painter/Blaster	Asbestos Remover
LSA Operative	Helideck Attendant
Fireproofers	Administrator
Storeman	Radio Operator
Deck Operator	Chemical Cleaning Operative
Industrial Cleaner	High Pressure Jetting Operative
Cold Cutting Operator	

A1.4 Category D – Unskilled

Bridge Controller

Leg Sentry

Firewatcher

General Assistant

APPENDIX C SIGNATORIES TO THE OCPA

PARTIES TO THE OFFSHORE CONTRACTORS PARTNERSHIP AGREEMENT

DATE AMENDED	UNITE	GMB	OCA
5 NOVEMBER 1998	SIR KEN JACKSON GENERAL SECRETARY AEEU	MR JOHN EDMONDS GENERAL SECRETARY GMB	MR SYD FUDGE CHAIRMAN OCA
18 APRIL 2000	SIR KEN JACKSON GENERAL SECRETARY AEEU	MR JOHN EDMONDS GENERAL SECRETARY GMB	MR BILL MURRAY CHIEF EXECUTIVE OCA
28 MAY 2004	MR ALAN HARVEY NATIONAL OFFICER AMICUS	MR KEITH HAZELWOOD NATIONAL SECRETARY GMB	MR BILL MURRAY CHIEF EXECUTIVE OCA
16 MAY 2006	MR ALAN HARVEY NATIONAL OFFICER AMICUS	MR KEITH HAZELWOOD NATIONAL SECRETARY GMB	MR BILL MURRAY CHIEF EXECUTIVE OCA
27 JULY 2011	MS LINDA McCULLOCH NATIONAL OFFICER UNITE	MR KEITH HAZELWOOD NATIONAL SECRETARY GMB	MR BILL MURRAY CHIEF EXECUTIVE OCA
15 MAY 2012	MS LINDA McCULLOCH NATIONAL OFFICER UNITE	MR KEITH HAZELWOOD NATIONAL SECRETARY GMB	MR BILL MURRAY CHIEF EXECUTIVE OCA
7 APRIL 2014	MS LINDA McCULLOCH NATIONAL OFFICER UNITE	MR DAVID HULSE NATIONAL OFFICER GMB	MR BILL MURRAY CHIEF EXECUTIVE OCA
1 APRIL 2017	MR TONY DEVLIN NATIONAL OFFICER UNITE	MR ROSS MURDOCH NATIONAL OFFICER GMB	MR PAUL ATKINSON CHIEF EXECUTIVE OCA

Current Review of Agreement effective from 01 January 2019

	Name	Signature
Unite	MR TONY DEVLIN NATIONAL OFFICER	
GMB	MR ROSS MURDOCH NATIONAL OFFICER	
OCA	MR DAVID HUTCHISON CHAIR OCA	