

**National Joint
Industrial Council**

For the

**Committee of Registered Clubs
Associations (CORCA)**

**Scheme of Wages and
Conditions of Service
2006/2007**

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Operative Date: Wage date 1st October 2006

Please note the holiday year commences 1st January 2007

SECTION 1: APPLICABILITY

This schedule applies to all workers covered by the National Joint Industrial Council (NJIC) for the Committee of Registered Clubs' Associations (CORCA), as set out in paragraph 3 of the Constitution.

SECTION 2: MINIMUM RATES OF PAY

2.1 The minimum basic rates of pay for workers covered by this agreement are set out in Table 1.

2.2 The rates in Table 1 apply for any period of time in which a worker covered by this agreement is:

- (i) employed; and
- (ii) capable of and available for work, whether or not work is undertaken during that week.

2.3 In the event of a member of staff being recalled for an additional period of duty in any one day, there shall be a payment for the second period of duty of not less than 3 hours.

2.4 Subject to existing contractual obligations, unless change is mutually agreed:

- (a) If the employer makes a deduction for living accommodation the amount due to the worker may be reduced by £2.78 per day where the rate of pay is £5.35 per hour, but in the event of a higher hourly rate being paid the deduction may be higher subject to a maximum deduction for Stewards of:

Category 1: £36.47 per week

Category 2: £40.78 per week

- (b) Where no deduction for living accommodation is made and the Steward occupies living premises during the period of his employment, he shall be responsible for meeting the cost of lighting and heating of the occupied premises.

- (c) Having regard to the complexities involved with the liability of income tax on the value of accommodation including the provision of light and heat for stewards, the CORCA-NJIC recommends as follows:-

Mutual agreement be reached between the steward and the respective club managing committee, that, wherever practicable to do so, there be no deduction from wages in respect of accommodation provided and the steward bear his/her own cost of lighting and heating.

(d) Any deduction must not take the worker's hourly pay below the National Minimum Wage of £5.35 per hour. An amount of up to £22.87 may be counted as part of pay for the purposes of the National Minimum Wage but where the amount deducted is higher than £22.87 the hourly rate of pay excluding the excess deduction must still be at least £5.05.

2.5 London is defined as the Metropolitan Police District (as defined in the London Government Act 1963). For workers within this definition the rates of pay in Table 1 shall be increased by 10 per cent.

TABLE 1: MINIMUM RATES

CATEGORY		HOURLY
STEWARDS*	1	£6.04
	2	£6.44
OTHER WORKER (including doorkeepers)	18 years of age or over	£5.35

*AS DEFINED IN SECTION 2.6

TABLE 2: CATEGORIES OF STEWARD

Club Steward's Responsibility for Staff Hours Worked in a Week	Category of Club Steward
0 to a maximum of 420	1
More than 420	2

2.6 The "Staff Hours" in the above table are those (calculated as in paragraph 2.7 below) actually worked in a week by everyone employed in the club apart from the Steward, as:

- (i) barman/barmaid
- (ii) cellarman/cellarmaid
- (iii) club waiter/club waitress
- (iv) glass collector

or by

- (v) any worker who cleans the bar and any other parts of the club the cleanliness of which the club Steward is responsible for
- (vi) the club steward's spouse when assisting with the work of the club.

The above does not include any hours worked by a worker (including the spouse) relieving the club Steward in the club Steward's absence.

2.7 For the purpose of determining the category of a club Steward as in the above, staff hours shall be reckoned as follows:

- (I) the average weekly staff hours worked (including hours worked for which payment was made at an overtime or other premium rate) in the 52 weeks ending with the last complete week in December, calculated annually at the beginning of each year.

or

- (ii) if (for example, because the club has not been open for a full year) it is impossible or impracticable to reckon staff hours as in (I) above, the minimum number of hours which the relevant workers are required by their contracts to work in an average week.

2.8 A worker required to carry out higher grade duties shall be paid the higher grade rate applicable for the whole day or shift during which the higher grade duties are performed.

2.9 Staff who are required to work a continuous period of 8 hours or more in a day shall be entitled to a paid meal-break of 1 hour, to be taken no later than the completion of the fifth hour.

SECTION 3: OVERTIME RATES

3.1 Weekly Hours in Excess of 39

All hours worked in excess of 39 in any one week should be paid at a rate of one-and-a-half times the appropriate rate as laid down in Section 2.

The exception is when these overtime hours fall into one of the categories in paragraph 3.2 and 4.4.

3.2 **Weekly Rest Day**

A weekly rest day means a nominated day each week fixed by agreement between the worker and the employer. If the club is closed one day of the week, this will be the nominated rest day unless agreed otherwise. In a club closed for more than one day a week, the weekly nominated rest day will be the first day on which the club is closed, unless agreed otherwise.

Under the Working Time Regulations a worker must receive a rest period of not less than 24 hours in each seven day period.

SECTION 4: PUBLIC HOLIDAYS

4.1 All workers qualify for annual holiday entitlement and also shall be entitled to the public holidays, as listed in either (a) or (b) below, as appropriate.

(a) In England and Wales:

Christmas Day, if it is not a Sunday;
26 December, if it is not a Sunday;
(or 27 December, if Christmas Day or 26 December is a Sunday);
New Year's Day or, if this is a Sunday, 2nd January;
Good Friday;
Easter Monday;
the first Monday in May;
the last Monday in May;
the last Monday in August;
(or any day substituted for any of the above days by national proclamation);
and any other day proclaimed as an additional bank or public holiday.

(b) In Scotland:

New Year's Day or, if this is a Sunday, 2nd January;
the local Spring holiday;
the local Autumn holiday;
Christmas Day, or if this is a Sunday, 26 December;
four other days on which the Steward would normally work in a calendar year (one of which shall be taken in May), to be fixed by the employer and notified to the Steward at least three weeks in advance;
and any other day proclaimed as an additional bank or public holiday

Payment for working on public holidays shall be outlined in Section 4.4.

4.2 A worker who takes a public holiday shall be paid for that day as if he/she had worked his/her usual number of hours on that day at the appropriate rate as laid down in Section 2.

- 4.3 If a day of public holiday falls within a period of holiday entitlement taken by a worker then:

Either a day shall be added to the worker's remaining holiday entitlement for that year;

or the worker shall be paid for the day of a public holiday as if he/she had worked on his/her weekly rest day.

- 4.4 Payment for working on a public holiday shall be as follows (this does not apply to those working Christmas Day (see 4.5)):

- (a) For work on a public holiday which does not fall on a nominated rest day:

either double time for all hours worked on that day or one sixth of the minimum weekly rate, whichever is the greater;
or a normal day's pay plus a day's paid holiday in lieu, the day to be agreed with the employer.

- (b) For work on a public holiday which falls on a nominated rest day;

either single time for all hours worked on that day plus the payment for rest day working as in 3.2 above;
or payment for rest day working as in 3.2 above plus a day's paid holiday in lieu.

4.5 **Payment for Working on Christmas Day**

- (a) **For work on a Christmas Day which does not fall on a nominated rest day, a worker shall be paid:**

Either

In addition to his normal day's pay, double time for all hours worked on that day

Or

Double time for all hours worked, plus a day's paid holiday in lieu, the day to be agreed with the employer.

- (b) **For work on a Christmas Day which falls on a nominated rest day, a worker shall be paid:**

Either

Quadruple time for all hours worked

Or

Treble time for all hours worked, plus a day's paid holiday in lieu, the day to be agreed with the employer.

- 4.6 Staff who are required to work between 7pm and 12 midnight on Christmas Eve and on New Year's Eve shall be paid at a rate of one-and-a-half times the appropriate rates as laid down in Section 2 and Section 3, whichever is appropriate. The same rates to apply to stewards who work on Christmas Eve.
- 4.7 Stewards who are required to work between 7pm and 12 midnight on New Year's Eve only shall be paid at a rate of double the appropriate rates as laid down in Section 2 and Section 3, whichever is appropriate.
- 4.8 Hours worked by the Steward on Christmas Eve and New Year's Eve between 7pm and 12 midnight shall not be included in the calculation of his/her normal working week. Such hours shall be separately calculated at time and a half rate and added to his/her wage in that week. Clubs should therefore calculate payments for the hours worked at time and a half after 34 hours have been completed. For the purposes of Working Time Regulations and the National Minimum Wage these hours are included in the calculation.

SECTION 5: ANNUAL HOLIDAY ENTITLEMENT

- 5.1 Annual holiday entitlement is in addition to the days of public holiday as described in 4.1. Annual holiday entitlement now accrues from the date employment commences.
- For the purpose of calculating any period of employment qualifying a worker for an annual holiday he/she shall be treated as having been employed on any day when he/she was absent from work -
- (i) with his/her employer's consent; or
 - (ii) an annual holiday or on a public holiday or a day in lieu of a public holiday; or
 - (iii) by reason of his/her proved sickness or injury, up to a maximum of eight weeks in the 12 months ending on 31st December.
- 5.2 "Normal Working Week" in this case means:
The number of days, including part days, on which the worker has worked, and would expect to work, for the employer covered by this agreement, in a week. Where the contract of employment states the number of working days, or the actual working day, this shall be taken as the normal working week for the purposes of calculating holiday entitlement.
- 5.3 **Payment for Annual Holiday**
Payment for annual holiday shall be made by the employer on the last day prior to the first day of the holiday entitlement being taken.
Payment for holidays shall be the same as the worker would have received had they worked their normal working hours for that period. Where the worker's pay varies each week an average amount must be calculated for the purposes of holiday pay. The Working Time Regulations require the average to be taken over the previous 12 weeks worked.

5.4 Government Regulations dated October 1998 and April 1999 have abolished accrued holiday pay. Therefore the conditions previously laid out in this agreement are now obsolete.

From the agreement commencing 15th January 2000, all staff are entitled to four weeks holiday irrespective of hours worked. A member of staff must have been employed for 4 calendar weeks before the entitlement to annual leave can be claimed. When a worker starts work part way through the leave year their entitlement to leave is proportionate to the days worked.

5.5 In the first year of employment the leave year is worked out in 1/12 segments.

The fourth weeks' holiday **must** be taken by the end of the year and therefore clubs must be flexible in granting the final holiday period.

In between these periods, holiday leave is pro rata. The entitlement to leave only arises for the year to which it relates. There is no right to leave that is untaken at the end of a leave year. An allowance in lieu, i.e. substituting pay for leave is not permitted except when employment is terminated.

A worker is required to give notice of when they wish to take leave. This notice should be at least twice the period of leave to be taken, although an employer may refuse permission to grant the leave requested.

5.6 All stewards will receive one day's additional leave.

5.7 If a steward has been in a club's employment for a minimum of two years he /she shall receive a further days holiday. If in the club's employ for a minimum of 3 years he/she receives a total of 2 further days plus 5.6.

5.8 All staff will receive additional leave to recognise long service. This will apply to staff who have reached 15 years' service and beyond as from 1st January 2006 on the following basis:

15 years—to be granted 1 additional day

20 years—to be granted a further additional day

25 years—to be granted a further additional day

SECTION 6: ACCRUED HOLIDAY PAY ON TERMINATION OF EMPLOYMENT

6.1 The Working Time Regulations provide a worker has a right to payment in lieu. The sum to be worked out by using $(A \times B) - C$. A is the period of leave the worker is entitled to, B is the proportion of the worker's leave year which has expired. C is the leave already taken, i.e. a worker works five days a week, he/she has worked for exactly a year. He/she leaves 6 months into the leave year. He/she has taken 3 days' leave— $(A=20, B=0.5, C=3)$ $(20 \times 0.5) - 3 = 7$.

6.2 Banked Holidays

For those staff who commenced employment prior to January 2000 clubs must adopt the following:

Banked or accrued holidays in this context relate to staff who were employed under the old scheme of working a year in hand, i.e. holidays taken in 1999 related to entitlement earned in 1998, because no holiday was given for the first year or part of year worked. THIS SYSTEM HAS BEEN ABOLISHED BY THE WORKING TIME AGREEMENT WHICH CAME INTO FORCE ON 1.10.1999.

Clubs can pay this to employees in one or two ways:

- (a) GIVE ALL MONIES OWED DURING THE YEAR 2000 (could prove costly to operate because staff owed four weeks' pay would also qualify for four weeks' holiday in 2000 under the new holiday system);
- (b) AGREE TO PAY STAFF WHEN THEY CEASE EMPLOYMENT
Clubs doing this must be aware that an employee leaving in 2005 must receive the holiday pay due at that rate of pay, not the 1999 rate.

It is stressed that all employees of a club must be treated in the same way. You cannot pay some staff under system A and some under system B. Clubs should get agreements signed by both parties to safeguard future claims.

SECTION 7: GRIEVANCE PROCEDURE

7.1 Any local grievance concerning a matter within the scope of the Council which cannot be settled between the parties concerned shall be dealt with as follows:

- (i) Local discussion between the employer and a representative of the employee.
- (ii) Area discussions between the representatives of both sides.
- (iii) Where (i) and (ii) do not provide a solution acceptable to both parties, and where it is appropriate, discussion shall take place between national level representatives of both sides.
- (iv) Where (i), (ii) and (iii) fail to provide a solution acceptable to both sides, the issue shall be considered at a meeting of the entire NJIC.

In the case of the above procedure being exhausted, without a solution acceptable to both sides being reached, the NJIC may refer the difference jointly to the Advisory, Conciliation and Arbitration Service (ACAS), or to any other agreed tribunal, for arbitration or conciliation.

Any consequent award made in relation to the difference shall be accepted by the two sides, and shall be treated as though it were an agreement between the two sides.

SECTION 8: BEREAVEMENT LEAVE

Bereavement leave of a 3 day period will be granted with pay. It is restricted to parents, adoptive or foster parents, step-parents, grandparents, children, brothers, sisters and partners.

The Employers may require confirmation of the bereavement.

SECTION 9: EXTENDED HOURS OPENING

- 9.1 That where clubs chose to operate beyond midnight, any additional hours need to be agreed on a voluntary basis.
- 9.2 Rates of pay for staff working after midnight should be covered via local negotiators.
- 9.3 That adequate staff members should be employed where extended hours are used.
- 9.4 That due regard be given to those staff working beyond midnight and travelling alone. Arrangements should be made to ensure that staff have a safe mode of transport.
- 9.5 That due regard be given for work/life balance and the 48 hour Working Time Directive.
- 9.6 When stewards are requested to work extended hours, that the lawful 11 hours rest period stands.

PARTIES TO THE AGREEMENT

The parties to this agreement are:

For the Trade Unions,
GMB
USDAW
TGWU

THESE ARE THE ONLY TRADE UNIONS WHO ARE PARTIES TO THE AGREEMENT AND RECOGNISED FOR COLLECTIVE BARGAINING PURPOSES BY THE EMPLOYERS.

For the Employers,
Working Men's Club and Institute Union Limited
National Union of Labour Clubs
National Union of Liberal Clubs
The Royal Naval Association
The Royal British Legion
C.I.S.W.O.

SIGNED ON BEHALF OF THE EMPLOYERS

Kevin Smyth

SIGNED ON BEHALF OF THE TRADE UNION

Jude Brimble