

**HANDBOOK OF TERMS AND CONDITIONS OF EMPLOYMENT
OFFICIALS**

SECTION 2

SUB-SECTION M

CONCESSIONARY FUEL

7th MAY 1985

Note: The Agreement relating to the provision of Concessionary Fuel is contained within the Memorandum of Agreements Book XL Page 606.

**NATIONAL CONCESSIONARY FUEL AGREEMENT
FOR OFFICIALS AND THEIR BENEFICIARIES**

THIS AGREEMENT is made the Seventh day of May One thousand Nine hundred and Eighty Five BETWEEN the BRITISH COAL CORPORATION (hereinafter called 'the Corporation') of the one part, and the NATIONAL ASSOCIATION OF COLLIERY OVERMEN, DEPUTIES AND SHOTFIRERS (hereafter called 'the Association') of the other part.

WHEREAS:

- (a) Various arrangements exist under which certain employees of the Corporation, certain categories of persons formerly employed by the Corporation and the widows or widowed mothers of such persons, are entitled to free or concessionary fuel;
- (b) The Corporation and the Association wish to establish a national agreement as set out in the Schedule hereto, providing for fuel to be supplied in accordance with standard definitions and qualifications to such persons;
- (c) The Corporation and the Association wish to encourage such persons to use the products of the industry;
- (d) The Corporation and the Association wish to increase the quantity of fuel available under concessionary arrangements to former employees and their widows;

IT IS AGREED

- 1. The provisions of the Schedule hereto will supersede all existing arrangements whether arising from District or other agreement or custom and practice relating to the matters dealt with in the said Schedule, and in the event of any such arrangements, District or other agreements, custom and practice now existing, the provisions of the said Schedule shall prevail EXCEPT THAT nothing in this Agreement shall detract from the entitlements to concessionary coal which exist under Section 37 of the Coal Industry Nationalisation Act 1946;
- 2. Without prejudice to the generality of the foregoing, the Agreements listed as Appendix VI to the Schedule to this Agreement are hereby annulled in so far as they relate to persons within the scope of this Agreement and superseded by the provisions of the Schedule hereto;
- 3. The Corporation and the Association will cooperate and collaborate to facilitate and encourage the use of the products of the industry by present and former Officials and their families;
- 4. The provisions of the Schedule shall have effect from the First day of October One thousand Nine hundred and Eighty Three.

AS WITNESS THE HANDS of the parties:

On behalf of the BRITISH COAL CORPORATION
(Signed) I.K.MACGREGOR
H.M.SPANTON

On behalf of the NATIONAL ASSOCIATION OF COLLIERY OVERMEN, DEPUTIES AND SHOTFIRERS.

(Signed) E.G.JONES
P.MCNESTRY

Note:

Certain amendments were agreed during the course of Joint Working Party deliberations between the Corporation and the Association in 1988. The principle changes were an increase in the beneficiaries entitlements, free bagging and delivery for beneficiaries and a restructuring of the amounts of cash-in-lieu. The amendments and qualification to the various clauses are identified by means of footnotes.

Where no date of effect of the change is given the Schedule should be read as if it had contained those provisions as at 27th March 1988 except that;

- i. Where this would deprive someone of an entitlement correctly awarded under the terms of the NCFA prior to this Joint Agreed Note, the entitlement will continue for the life of that person as if that particular change to the NCFA had not taken place;
- ii Any supply of Concessionary Fuel or payment of Cash-in-lieu arising from a change under Item 6 of the draft Joint Agreed Note attached to Mr Sedgewicks letter of 26th September 1988 will start from 1st October 1988 or the date of the event which gave rise to the entitlement or the date of application whichever is the latest; and
- iii the level of any Cash-in-lieu payable will be be that which applied on the 17th August 1988 or on the date of the event which gave rise to the entitlement whichever is the later.

THE SCHEDULE

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PART 1

SCOPE AND DEFINITIONS

Scope

1. This Schedule applies to all Officials and their Beneficiaries. Where a particular Part of this Schedule has limited application, its scope is defined at the beginning of that part.

Definitions

2. For the purpose of this Schedule:

'The Corporation' means the British Coal Corporation and any other subsidiaries where Officials are employed.

'The Association' means The National Association of Colliery Overmen, Deputies and Shotfirers;

'Serving Official' means an Official in the coal mining industry employed by the Corporation and conditioned to the Agreement of 26th March, 1971.

Provided that Officials whose employment by the Corporation or their predecessors ceased prior to the effective date of that Agreement shall be regarded as having been Serving Officials if they would have been conditioned to that Agreement had they continued in the same employment;

'Retired Official' means:

- (a) a person who has retired as a Serving Official from the service of the Corporation or their predecessors at Normal Retirement Age;

OR

- (b) a person who has retired as a Serving Official from the service of the Corporation under the BCC Officials Voluntary Early Retirement Scheme;

'Redundant Official' means a person who is no longer a Serving Official and whose contract of employment has been terminated by the Corporation and who was thereby entitled to a redundancy payment under the Employment Protection (Consolidation) Act 1978 as re-enacted from time to time;

'Compensation Case' means a person:

- (a) who, by reason of injury caused by accident sustained or of disease contracted by him during the course of his employment by the Corporation or their predecessors, is receiving compensation under the Workmen's Compensation Acts; or benefit under the Industrial Injuries provisions of the Social Security Act 1975; or benefit under the Pneumoconiosis, Byssinosis and Miscellaneous Diseases Benefit Scheme or the Workmen's Compensation Supplementation Scheme; or who has commuted his entitlement under the Workmen's Compensation Acts to compensation for such injury or disease; and
- (b) whose last employment prior to such injury or disease was with the Corporation or their predecessors as a Serving Official; and
- (c) who, as a consequence wholly or mainly of such injury or disease, is so incapacitated that he is unable and likely to remain unable to undertake any form of employment that the Corporation are likely to offer him or, if there is no such employment, his last form of employment by the Corporation.

'Sickness Case' means a person who by reason of accident or prolonged sickness other than industrial accident or disease has retired as a Serving Official from the service of the Corporation under the incapacity retirement provisions of the BCC Staff Superannuation Scheme as being so incapacitated that he is unable and likely to remain unable to undertake any form of employment that the Corporation are likely to offer him or, if there is no such employment, his last form of employment by the Corporation;

'Former Official' means a Retired Official, a Redundant Official, a Compensation Case or a Sickness Case;

'Supporting Son' means a Serving Official who is the son (i) of a single parent who has another child or other children dependent on him, or (ii) of aged or infirm parent or parents; and where the Serving Official is in either case the sole or main support of the household;

'Single Parent' means a single parent with a dependent child or children whose Supporting Son has died;

'Supported Parent' means a Single parent, or an aged or infirm parent or parents whose Supporting Son has died;

'Official's Widow' means the widow of a Serving Official or a Former Official;

'Widow' means an Official's Widow or a Supported Parent;

'Normal Retirement Age' means for a Retired Official, the age at which Serving Officials of his age retire under the provisions for age retirement in their contract of employment, and for any other type of beneficiary, the age at which the State Old Age Pension became or is due to become payable to him.

'Beneficiary' means a Former Official or a Widow in receipt of benefit under this Agreement;

'Concessionaire' means a person in receipt of benefit under this Agreement;

'Old Concessionaire' (or Serving Official or Beneficiary) taking Concessionary Fuel (or cash in Lieu) means a person, as appropriate, who was immediately before the effective date of this Agreement in receipt under a Former Fuel Agreement of the particular form of benefit specified. Where no particular form of benefit is specified, it means that the person may have been in receipt of either form of benefit;

'Suspended Entitlement' means an entitlement immediately before the effective date of this Agreement of a Former Official or Widow under a Former Fuel Agreement to a benefit to be activated, subject to fulfilling any other conditions of the Former Fuel Agreement, on the occurrence of a particular circumstance or combination of circumstances;

'Previous Level' means the level of entitlement to the particular form of benefit (in the case of coal, net level) being received by an Old Concessionaire immediately before the effective date of this Agreement;

'Householder' means a person:

- (i) residing in a house or self-contained flat comprising three or more habitable rooms in addition to kitchen and bathroom, and of which he and his household have the exclusive use; and in which the domestic space and water heating arrangements are entirely separate; and
- (ii) being either;
 - (a) the occupier of the accommodation; or
 - (b) a married person who with his spouse is the joint occupier of the accommodation; or
 - (c) a Supporting Son where his parents are joint occupiers, or one of his parents is the occupier, of the accommodation;

'Quasi-householder' means a person:

- (iii) residing in accommodation which comprises two or more habitable rooms in addition to kitchen and bathroom, and of which he and his household have the exclusive use; and in which the domestic space and water heating arrangements are entirely separate;

and who satisfies (a) or (b) or (c) above; or

a person satisfying (i) above and being:-

- (d) with a parent or brother or sister or son or daughter, the joint occupier of the accommodation;

'Sub-householder' means a person:

- (iv) residing in accommodation of which he, and his household if any, has the exclusive use; and in which the domestic space heating arrangements are entirely separate; and

who satisfies (a) or (b) or (c) or (d) above;

but excluding any situation where the accommodation is provided by members of the applicant's immediate family living under the same roof, except where the concessionaire has been forced to give up his own independent home due to health reasons and has had to move in with relatives or into a nursing home.(1)

'the Acts' means the Clean Air Acts 1956 and 1968;

'Smoke Control Areas' means an area in respect of which an Order, made and confirmed under the Acts, has come into operation;

(2)

'Solid Smokeless Fuel' means any of the following fuels authorised under the Acts:

- (a) coke,
- (b) anthracite,
- (c) any low volatile steam coal,
- (d) any briquetted fuel carbonised in process of manufacture,
- (e) any low temperature carbonised fuel,

and any other solid fuel which may at any time be authorised under the Acts, but for the avoidance of doubt Housewarm and Pearls as defined in this Agreement will be considered to be coal and not a Solid Smokeless Fuel;

'Housewarm' means selected washed sized bituminous coal intended for use on domestic appliances designed to burn that quality of coal smokelessly;

'District Heating System' means a heating system serving many households, fired by boiler plant of not less than 300 KW capacity and operated by an agency independent of the users which charges the users in such a way that external income normally meets the full costs;

'Concessionary Fuel' means coal or Solid Smokeless Fuel supplied by the Corporation free or on concessionary terms;

'Cash in Lieu' means payment made in lieu of a supply of Concessionary Fuel;

'Former Fuel Agreement' means, in relation to any District or locality, any agreement or arrangement between the Corporation and the Union, any pooling scheme, any unilateral decision of the Corporation and any customary practice under which Concessionary Fuel is supplied to persons within the Scope of this Agreement immediately before the effective date of this Agreement, but for the avoidance of doubt the supply of fuel under any of the Concessionary Coal Payments Scheme Orders will not be considered as a supply under a Former Fuel Agreement;

'Material Change in Circumstances' means any change in the circumstances of a person relevant to his qualification for or level or conditions of entitlement to benefit under this Agreement;

(1) Amended with effect from 1st December 1993

(2) Reference to Sunbrite deleted with effect from 1st April 1993

'Fuel Year' means, in respect of Solid Smokeless Fuel, each twelve months ending 30th April; and in respect of coal, and in relation to any District, each twelve months starting on the appropriate date set out in Appendices I, II and III to this Schedule;

'Full Time Employment' means employment for over 25 hours per week.

Interpretation

3. Any reference to males in this Agreement may be construed as applying to females, as appropriate, and vice-versa.

PART 2

GENERAL CONDITIONS OF ENTITLEMENT

4. Any person who on or after the effective date of this Agreement
 - (a) is or becomes a Serving Official or becomes a Former Official or a Widow and
 - (b) is a Householder or Quasi-householder or Sub-householder; and
 - (c) fulfills the service and other conditions set out in Part 3 of this Schedule

is, subject to any other relevant provisions of this Agreement, entitled to a supply of Concessionary Fuel under Part 4 of this Schedule. Any person entitled to Concessionary Fuel may be entitled to Cash in Lieu if he also satisfies the provision of Part 5 of this Schedule.

NOTE: The position of a person who became a Former Official or a Widow before the effective date of this Agreement, or was otherwise in receipt of Concessionary Fuel or Cash in Lieu immediately before the effective date of this Agreement, is set out in Part 7 of this Schedule.

5. Any Concessionary Fuel supplied under this Agreement is for consumption solely within the accommodation in respect of which the Concessionaire qualifies for his entitlement and shall be used for no other purposes whatsoever. The Corporation reserve the right, in the event of any contravention of this clause, to terminate the supply of Concessionary Fuel either permanently or for such period as they in their discretion deem appropriate in the particular case. This right will normally be exercised only after consultation with the person's trade union representative.
6. A Concessionaire must inform the Corporation promptly of any Material Change in his Circumstances. The Corporation may reject or terminate a person's entitlement to Concessionary Fuel or Cash in Lieu under this Agreement either permanently or for a period in the event of him having provided false information in support of an application for an entitlement, or having failed to inform the Corporation promptly of any Material Change in his Circumstances.

PART 3

DURATION AND CESSATION OF ENTITLEMENT TO CONCESSIONARY FUEL

Scope

7. This Part of the Schedule applies to

- (i) all Serving Officials; and
- (ii) all persons becoming Former Officials or Widows on or after the effective date of this Agreement.

The provisions on cessation and subsequent resumption of entitlement also apply to persons covered by Part 7 after their entitlement has been re-assessed under this Agreement as a consequence of a Material Change in their Circumstances.

SERVING WORKERS

- 8. Entitlement as a Serving Official will cease when the contract of employment is terminated either by the person or the Corporation, except that on death from whatever cause the entitlement will continue to the end of the working week which includes the date of death.
- 9. Notwithstanding the provisions of Clause 8 above, where a Serving Official leaves his place of employment for a reason other than misconduct or a breach of Coalmines Regulations or the Health and Safety at Work Act 1974 and is re-employed by the Corporation at another place or work within seven working days, the time between the termination of the first employment and re-employment by the Corporation will be regarded as a continuing period of entitlement for the purposes of this Agreement.

BENEFICIARIES

Prior Use

- 10. No Former Official will be eligible for an entitlement under this Agreement unless he was receiving benefit under this Agreement immediately prior to termination of his employment or would have been receiving but for the operation of clause 35 or exceptionally unless it can be shown he had been receiving benefit under this Agreement, or a Former Fuel Agreement for a substantial part of his employment in the industry. No Widow will be eligible for an entitlement under this Agreement unless her husband or Supporting Son was when he died receiving benefit as a Serving Official or a Former Official under this Agreement or exceptionally unless it can be shown that he had been receiving benefit under this Agreement or would have been so receiving but for the operation of clause 35 or a Former Fuel Agreement for a substantial part of his service in the industry and any subsequent retirement.

Retired Official

- 11. A Retired Official will be eligible for a life entitlement under this Agreement, provided he has had not less than 10 years employment in the industry including not less than five years continuous service with the Corporation immediately prior to retirement. Any entitlement will be suspended during periods of business on his own account or Full-Time Employment.

Redundant Official

- 12. A Redundant Official will be eligible for an entitlement under this Agreement for 26 weeks after the termination of his employment by the Corporation, provided:
 - (a) he does not accept other employment, and
 - (b) he satisfies the registration requirements of the Social Security Act 1975, and
 - (c) he has not incurred disqualification under the Social Security Act 1975.

Compensation Case

13. A Compensation Case will be eligible for a life entitlement under this Agreement, provided he does not take up business on his own account or enter into Full-Time Employment. Any entitlement so lost will resume after the cessation of such business activity or employment provided that:
- (i) he has become aged 60 or over; or
 - (ii) he has, in consequence of the industrial accident or disease by virtue of which he is a Compensation Case, a loss of faculty assessed under the Industrial Injuries Act to the extent of 20% or over; or
 - (iii) the cessation is within twelve months of starting the first period of such business activity or employment.

Sickness Case

14. A Sickness Case will be eligible for an entitlement under this Agreement for twelve months. Where he has immediately prior to the date of his last shift completed five or more years continuous service with the Corporation, his entitlement will continue for a further twelve months in respect of each five years of completed service in the industry; and where he has completed not less than fifteen years service in the industry including five or more years continuous service with the Corporation immediately prior to retirement, his entitlement will be until age 60 years. Where a Sickness Case is still entitled at age 60 years, and fulfills service qualifications of a Retired Official, he will be treated for the purpose of this Agreement as if he were a Retired Official.

Entitlement will cease permanently for a Sickness Case with a short term entitlement who enters into business on his own account or takes up Full-Time Employment. For a Sickness Case who qualifies for a life entitlement as if a Retired Worker, any entitlement will be suspended whilst in business on his own account or in Full-Time Employment. If the entitlement is still in suspension when the Sickness case reaches age 60, the entitlement will remain in suspension until he ceases Full-Time Employment or ceases trading. (1)

Widow

15. A Widow will be eligible for an entitlement under this Agreement
- (a) where the death of the husband or Supporting Son was due to industrial accident or disease arising out of or in the course of his employment with the Corporation or their predecessors, for life;
 - (b) where the Widow was of Normal Retirement Age or over at the time of the death of the husband or Supporting Son from whatever cause, for life;
 - (c) where the Widow was aged under Normal Retirement Age at the time of the death of the husband or Supporting Son and where such death was not due to industrial accident or disease arising out of or in the course of his employment with the Corporation, for a period of twelve months from the date of widowhood; provided that, where the husband or Supporting Son had immediately prior to the date of his last shift completed five or more years continuous service with the Corporation the entitlement will continue for a further period of twelve months in respect of each five years of completed service in the industry, and that where the husband or Supporting Son had completed not less than fifteen years in the industry, including five or more years continuous service with the Corporation immediately prior to his last shift worked, the entitlement will continue for life; provided that where the death of the husband or Supporting Son was not due to industrial accident or disease arising out of or in the course of his employment with the Corporation or their predecessors, the duration of the entitlement of the widow will not exceed the original duration of the entitlement of her husband or Supporting Son.

The entitlement of a widow will cease permanently if the widow has a short term entitlement and re-marries, enters into or continues in business on her own account or takes up or continues in full-time employment; and in the case of a Single Parent (as defined in Clause 2) when her children cease to be dependent on her. For a widow who has a life entitlement, her entitlement will be suspended whilst in business on her own account or in full-time employment. A life entitlement ceases permanently if she re-marries. (1)

PART 4

SUPPLY OF CONCESSIONARY FUEL

Type of Concessionary Fuel to be supplied

16. Within a Smoke Control Area, only Solid Smokeless Fuel will be supplied, except where the Concessionaire's appliance is designed to burn Housewarm, in which case only this quality will be supplied. In other areas, either coal or Solid Smokeless Fuel will be supplied, whichever is suitable for the Concessionaire's appliance.

Coal

17. Where coal is supplied, it will be the grade and quality of coal supplied to similar Concessionaires of the supplying unit, normally washed bituminous doubles, except where the Concessionaire's appliance is designed to burn Housewarm, when this quality will be supplied. The quantity of coal to which the Concessionaire is entitled in any Fuel Year is set out at Appendix I to this Schedule for Serving Officials, Appendix II for Former Officials and Appendix III for Widows.
18. Except as otherwise provided in this Agreement, it is the responsibility of the Concessionaire to arrange for the delivery of coal supplied under this Agreement from the point at which the Corporation make it available to his own home. Where by agreement between the Corporation and the Association locally the Corporation make delivery, the full economic cost (including bagging as appropriate) prevailing at the time of delivery as notified by the Corporation will be paid by or on behalf of the Concessionaire, except as otherwise provided in Clause 50. Where delivery is not made by the Corporation, charges for delivery (and bagging as appropriate) will be a matter for the haulier and the Concessionaire and no part of the cost will fall on the Corporation.
19. A charge may, by agreement between the Corporation and the Association locally, be made for coal supplied under the Agreement.

Smokeless Fuel

20. Solid Smokeless Fuel will be supplied under this Agreement. The type of Solid Smokeless Fuel will be at the choice of the Concessionaire from the list of concessionary fuels available at his supply depot. The quantity of Solid Smokeless Fuel to be supplied will depend upon the fuel type, the householder status of the Concessionaire, the region in which he resides and his age. The quantity of Solid Smokeless Fuel to which the Concessionaire is entitled in any Fuel Year is set out at Appendix IV to this schedule. Solid Smokeless Fuel will be delivered by the Corporation, in bags. With effect from 1st April 1993 any concessionaire who has reached the age of 80 years in the fuel year will receive from the following year one additional 50kg bag of their chosen fuel. (3)
21. (a) In exceptional circumstances, where the price of a smokeless fuel increases substantially out of line with the general trend of fuel prices, it may be appropriate to refuse to supply that particular fuel, nationally or locally. Any such action to withdraw a fuel will only be taken after the Corporation has consulted the appropriate trade union representatives and only when a suitable alternative fuel is available to concessionaires. Any fuel which has been withdrawn will be re-introduced at the same tonnage entitlement as was available to concessionaires at the time of its withdrawal.(3)
- (b) Where a smokeless fuel is to be added to the list of fuels available to concessionaires, the tonnage entitlement of the fuel will be determined by dividing the weighted average cash value of the existing available fuel entitlements by the retail price of that fuel. The weighted average cash value of the existing available fuels will be determined according to the class of concessionaire and household status in each price region. (3)

(3) Amended with effect from 1st April 1993

Delivery Arrangements

22. The arrangements for the phasing of delivery of Concessionary Fuel in any Fuel Year will be determined by the Corporation in consultation with the Association locally. They will take into account so far as practicable the need to avoid peaking of orders for fuel during the winter; the need for economies in administration and delivery of fuel; and the convenience of Concessionaires.
23. Where a Serving Official takes during a particular Fuel Year less than the whole of his entitlement, no payment in lieu will be made in respect of any untaken part. Where the annual level of entitlement is other than a whole number of 50 kg. units, and when a Serving Official has taken during one Fuel Year the maximum practicable amount, he may carry forward to the following Fuel Year entitlement to the undelivered fraction, being less than 50 kg.
24. No persons residing outside Great Britain, will be entitled to Concessionary Fuel or Cash in Lieu.
25. If a concessionaire entitled to Concessionary Fuel resides outside the area within which the Corporation normally deliver Concessionary Fuel, the Corporation will arrange through either BFL or a local merchant to supply him with Concessionary Fuel to the value of his entitlement. The value of an entitlement will be calculated in the case of coal at the average pithead prices in the district which includes his parent unit until 30 September 1989, thereafter the calculation of the value will be increased to include district average delivery costs as determined from time to time by the Corporation; or, in the case of Solid Smokeless Fuel, the average price of Sunbrite at depots within the district from which Concessionaires of his Smokeless Fuel parent unit are normally supplied until 1 April 1993. Thereafter all solid fuel entitlements, whether coal or Solid Smokeless Fuel will be assessed on national weighted average cash value divided by the local merchants current price to set the entitlement level for each individual Concessionaire.(3)

PART 5

CASH IN LIEU

26. Any person who is entitled to Concessionary Fuel under the terms of this Schedule will be entitled to take Cash in Lieu of such fuel provided he satisfies the requirements of this Part of the Schedule and subject to any other relevant provisions of this Agreement.
27. Cash in Lieu will be payable if the Corporation are satisfied that any of the following conditions is met:
- (a) the heating of the home is by a coal-fired District Heating Scheme; or
 - (b) the Concessionaire suffers from a chronic medical condition such that the use of any type of solid fuel is injurious to his health; (4)
- or
- (c) the Concessionaire suffers from a chronic disability such that he is physically unable to handle solid fuel and there is no member of his household who can do this instead. (4)

Provided in the case of (b) or (c) the relevant condition is the immediate cause of the Concessionaire ceasing to use solid fuel. Unclear cases will be decided in consultation with the Association. (5)

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- (4) *It was agreed in the Joint Working Party on 26th September 1988 that where a Former Official or a Widow qualifies for Cash in Lieu under Clause 26(b) or (c), but fails to qualify for an entitlement by reason only of the fact that he is not occupier or joint occupier of the accommodation in which he lives and where the accommodation is provided by members of his immediate family living under the same roof, he will be eligible for a Sub-householder entitlement to Concessionary Fuel. Cash in Lieu will not be payable. Otherwise all other provisions of the NCEFA will apply. This amendment applies where the Former Official takes up residence with his immediate family on or after 27th March 1988. The supply of Concessionary fuel will start from 1st October 1988 or the date of taking up residence or the date of application, whichever is the latest. After 1st December 1993 Cash in Lieu became payable, to Concessionaires in similar circumstances.*
- (5) *It was agreed in the Joint Working Party on 26th September 1988 that where a Concessionaire or a member of his household is chronically disabled and the household is moved to special accommodation for the chronically disabled which is heated by other than solid fuel, the Concessionaire will be eligible for Cash in Lieu, provided that*
- (i) *it is not reasonable practicable to adapt his previous accommodation;*
 - (ii) *there is no suitable accommodation heated by solid fuel available in the locality;*
 - (iii) *the special accommodation is held on a tenure which requires the householder to vacate the property once the disabled member ceases to require it.*

This amendment applied where the date on which the householder took up residence in the special accommodation for the disabled on or after 27th March 1988. Any cash in lieu will be payable from 1st October 1988 or the date of taking up residence or the date of application whichever is the latest. The level of cash in lieu will be that which applied on the date the household took up residence in 17th August 1988 whichever is the later.

28. The Corporation will not pay Cash in Lieu to a Concessionaire who moves house or whose domestic heating arrangements are altered, on or after the effective date of this Agreement, so as to preclude the use of solid fuel, unless Cash in Lieu has been authorised in writing by the Corporation before such move or alteration takes place.
29. (a) The annual rate of the Cash in Lieu payment to Concessionaires authorised on or after the 17th August 1988 whether by virtue of being a new applicant or an existing Cash in Lieu recipient re-applying due to a Marital Change in Circumstances, will be £240 for a Householder, £160 for a Quasi-householder and £80 for a Sub-householder. (The proportion of the Quasi-householder and Sub-householder rate remain constant at two-thirds and one-third throughout all Cash in Lieu payments.) (6)
- (b) The rates set out in 29(a) above will be reviewed in October of each year, commencing October 1989 and will only increase when taken over by a Cash in Lieu base rate of £200 (known as the indexed base rate) for a Householder (and others pro-rata) indexed to the annual increase in the Fuel and Light component of the Retail Price Index commencing from July 1988. The current rates are set out below.

Cash in Lieu Rates from 1st October, 1994:

Householder	£264.48
Quasi-householder	£176.32
Sub-householder	£ 88.16 (6)

- (c) For Concessionaires in receipt of Cash in Lieu prior to 17th August 1988 the existing rates of £375/£250/£125 for Householder, Quasi-householder and Sub-householder respectively (or such other higher rates that applied in certain districts on the introduction of the 1983 Agreement) will continue to be paid at those rates until 1 January 1989 when all such rates will be reduced to £360/£240/£120 respectively and remain frozen until the October review, as determined in 29(b) above, shows they have been overtaken by the indexed based rate after which the indexed rate will apply. (6)
- (d) A Concessionaire in receipt of the £360/£240/£120 cash in lieu rate will on re-assessment of his entitlement, following a Material Change in Circumstances remain entitled to the rates £360/£240/£120 whilst in receipt of cash in lieu but adjusted to the size of accommodation where the change occurs on or after 1 December 1993. (6)

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- (6) *It was agreed in the Joint Working Party on 21 November, 1988 that in return for an improvement in Beneficiaries smokeless fuel entitlements, the protection of widows entitlements, and the introduction of free bagging and delivery for Beneficiaries Coal that the provision of cash-in-lieu payments be revised as set out in new Clauses 29(a) to 29(c). 29(d) applies from 1st December 1993.*

PART 6

MISCELLANEOUS PROVISIONS

Part Periods

30. Where the period for which a person is entitled to Concessionary Fuel or Cash in Lieu includes part only of a Fuel Year, he will be entitled for that part year to that proportion of his annual entitlement as the part bears to the whole Fuel Year.
31. Where a Concessionaire changes from coal to Solid Smokeless Fuel, for the remainder of the Fuel Year he will be entitled to the same proportion of his annual entitlement of Solid Smokeless Fuel as the untaken portion of his annual entitlement of coal bears to the whole. His entitlement in respect of any remainder of the Fuel Year for the new fuel will be calculated as at Clause 30 above. The same principle applies to changes to coal, or to or from Cash in Lieu.

Over-delivery

32. Where on the termination of a persons entitlement to Concessionary Fuel or to Cash in Lieu an over-delivery or over-payment has been made as calculated under Clauses 30 or 31 above, the value of the excess will be recoverable from that person in such manner as the Corporation may determine in consultation with the person's trade union representative.

Multiple Entitlements under this Agreement, any other agreement, or both

33. An entitlement to Concessionary Fuel or Cash in Lieu will not be granted to both an Official's Widow and a Single Parent as the result of the death of one individual.
34. Subject to Clause 36 below, where at any time any person has, apart from this Clause, more than one entitlement to Concessionary Fuel or Cash in Lieu such person will have in lieu of such entitlements a single entitlement equal to the largest such entitlement.
35. For so long as:-
 - (i) two or more people are sharing the same accommodation from which their claim to an entitlement to Concessionary Fuel or Cash in Lieu derives, and
 - (ii) apart from this Clause, more than one of them would have an entitlement; then,
 - (a) where they are not joint occupiers, all but the largest of the entitlements will be held in abeyance; and
 - (b) where they are joint occupiers, there will be one entitlement only, at the level of the largest to which any of them would be entitled if he were the sole occupier of the accommodation.

Entitlements under Statute

36. Where a person has an entitlement to Concessionary Fuel or Cash in Lieu provided or safeguarded by statute, then no entitlement to Concessionary Fuel or Cash in Lieu will arise under this Agreement.

PART 7

TRANSITIONAL PROVISIONS

Scope

37. Clauses 38 to 45 of this Part of the Schedule apply to Old Concessionaires. Clause 46 applies to persons with Suspended Entitlements. Clauses 47 and 48 apply to certain compensation or Sickness Cases and Widows respectively. Clause 50 applies to Concessionaires taking coal in those District where the Former Fuel Agreement provided that the Corporation delivered coal to Concessionaires at a charge less than the full economic cost (including bagging where appropriate). Clause 51 applies to Concessionaires during the Fuel Years which end after the effective date of the Agreement and start before 1st October 1985.

Old Concessionaires

38. An Old Concessionaire, other than an Old Serving Official taking Cash in Lieu, will be entitled to benefit under this Agreement subject to Clause 40 and 44. His level of entitlement will be as given by the following Table, together with Appendix I, II or III as appropriate.

	Status under this Agreement			
	Householder	Quasi Householder	Sub Householder	None
'Householder'	Householder	Householder	Householder	Householder
'quasi-householder' or equivalent status	Householder (See Note)	Quasi-householder	Quasi-householder	Quasi-householder
Other	Householder (See Note)	Quasi-Householder (See Note)	Sub-Householder	Sub-Householder

NOTE: In the case of an Old Beneficiary, an automatic increase in entitlement will be given only if the more restrictive definition or interpretation of accommodation and tenure status under the Former Fuel Agreement was the only reason why the Beneficiary was not awarded the higher status.

Old Serving Officials Taking-Cash in Lieu

39. An Old Serving Official taking Cash in Lieu will be entitled to continue to receive Cash in Lieu at his Previous Level until 30 September 1985 or until a Material Change in Circumstances occurs. Where such a person is still in receipt of Cash in Lieu on 30 September 1985, he will be re-assessed under Clause 40. Where such a person becomes a Former Official on or before 30 September 1985, while still in receipt of Cash in Lieu, he will be entitled, provided he otherwise qualifies under this Agreement, to continue to receive it until a Material Change in his Circumstances occurs, but at the appropriate rate provided in Clause 29.

Material Change in Circumstances : General

40. When a Material Change in Circumstances occurs to an Old Concessionaire his entitlement will be re-assessed under Clauses 1-36 and 40-43 inclusive as if he had become a Serving Official or Former Official or Widow (as appropriate) on the date of the Material Change in Circumstances. Such re-assessment will not increase the duration of an entitlement.

Material Change in Circumstances : Additional Provisions

(a) Accommodation physically impossible to convert to solid fuel

41. (7) Where an Old Serving Official taking Cash in Lieu was, immediately before the effective date of the 1984 Agreement, occupying accommodation of physical construction such that it is impossible to convert the heating arrangements to burn solid fuel, at any re-assessment under Clause 40, for so long as he continues to occupy that accommodation, it will be treated as if it was heated by coal-fired District Heating System.

(b) Full-Time Employment

42. Where an Old Beneficiary was, immediately before the effective date of this Agreement, engaged in Full-Time Employment, at any re-assessment under Clause 40, for so long as he remains in that particular employment, it will be treated as if it was not Full-Time Employment.

(c) Beneficiary on Cash in Lieu

43. For so long as an Old Beneficiary taking Cash in Lieu remains in the accommodation he occupied immediately before the effective date of the 1984 Agreement, at any re-assessment under Clause 40 it will be treated as if it was heated by coal-fired District Heating System.

Duration and Cessation of Entitlement

44. The duration and cessation of an entitlement for an Old Beneficiary will be governed by the relevant Former Fuel Agreement, except that anyone entering into employment or business on their own account on or after the effective date of this Agreement will have their qualification assessed under the provisions of this Agreement.

Other conditions of Entitlement

45. All other conditions of entitlement for Old Concessionaires, for example the provisions of Clauses 5 and 6, Clauses 16-25 inclusive (other than on level of entitlement) and Clauses 30-36 inclusive, will be those of this Agreement.

Persons with Suspended Entitlement

46. When a person with a Suspended Entitlement applies for benefit on or after the occurrence of the circumstance or combination of circumstances which activate the Suspended Entitlement, his entitlement will be assessed under the provisions of this Agreement.

Certain Compensation and Sickness Cases arising before the effective date of this Agreement

47. A Compensation Case or a Sickness Case who retired from the service of the Corporation before the effective date of this Agreement with fifteen or more years service in the industry including at least five years continuous service with the Corporation immediately prior to retirement, who at the effective date of this Agreement had not been gainfully employed nor in business on his own account since retirement, will have the provisions of this Agreement applied to him as if he had retired from the service of the Corporation on the effective date of this Agreement.

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- (7) *It was agreed at the Joint Working Party meeting on 26th September 1988 that old Serving Officials taking Cash in Lieu, otherwise liable to the introduction of the NCFA to lose entitlement to Cash in Lieu by operation of Clauses 38 and 39, were able to retain it under Clause 41 if they were immediately before the effective date of the NCFA occupying accommodation of physical construction such that it was impossible to convert the heating arrangements to burn solid fuel. Where the cost of conversion would have exceeded £3,000 as at 1983 this will be taken as making the accommodation impossible to convert for the purpose of Clause 41. Any Cash in Lieu will be payable from 27th March 1988. The level of entitlement will be that which would have applied had the entitlement arisen on 17th August 1988.*

Certain Widows of Officials who died from industrial accident or disease before the effective date of this Agreement

48. When a Serving Official or a Compensation Case who died before the effective date of this Agreement, as a result of industrial accident sustained or of industrial disease contracted during the course of his employment by the Corporation or their predecessors, has left a Widow, she will qualify for a life entitlement to Concessionary Fuel under this Agreement as if she had become a Widow on the effective date of this Agreement, provided that:
- (i) she has not been in business on her own account nor gainfully employed since her husband died; and
 - (ii) she has not remarried.

Other persons

49. No person will be entitled to benefit under this Agreement who does not fall into one of the following categories:
- (i) A person who is a Serving Official on or after the effective date of this Agreement;
 - (ii) A person who becomes a Former Official or Widow on or after the effective date of this Agreement;
 - (iii) An Old Concessionaire;
 - (iv) A person who had a Suspended Entitlement;
 - (v) A Compensation Case or a Sickness Case covered by Clause 47;
 - (vi) A Widow covered by Clause 48.

Transitional Delivery Subsidy

50. In cases where the Former Fuel Agreement provided that the Corporation delivered coal to Concessionaires at a charge less than the full economic cost (including the cost of bagging as appropriate) the charge paid by or on behalf of these Concessionaires for delivery (and bagging as appropriate) will be reduced by a Corporation subsidy for a transitional period from the level prescribed by Clause 18. The Corporation subsidy will be the difference in £ per tonne immediately before the effective date of this Agreement between the full economic cost of delivery (and bagging as appropriate) and the actual amount paid by or on behalf of these Concessionaires, reduced on 1 October 1984 and on each successive anniversary by £3.75 per tonne or by the amount necessary to make it zero, whichever is the less.

Transitional Level of Entitlement

51. A Concessionaire's level of entitlement during the period covered by those Fuel Years which end after the effective date of this Agreement and start before 1 October, 1985 will be the aggregate of his levels of entitlement for each of those Fuel Years under Appendices I to IV and Clauses 29, 30, 31 and 38 as appropriate.

APPENDIX 1

COAL ENTITLEMENTS : SERVING OFFICIALS

	Tonnes	Fuel Year Starts
Householder	9.00	1 April
Quasi-householder	6.00	1 April
Sub-householder	3.00	1 April

The entitlements are subject to the provisions set out in part 6 of the Schedule.

Where in respect of certain houses owned or leased by the Corporation in Northumberland and Durham deductions from the levels of entitlement set out above have been agreed locally between the Corporation and the Association before the effective date of this Agreement in return for improvements to those houses, the level of entitlement of a Serving Official living in such a house will continue subject to the agreed deduction until such time as by agreement between the Corporation and the occupier of the house the deduction is commuted for or replaced by an appropriate cash consideration.

APPENDIX I

COAL ENTITLEMENTS : SERVING OFFICIALS

	Tonnes	Fuel Year Starts
Householder	9.00	1 April
Quasi-householder	6.00	1 April
Sub-householder	3.00	1 April

The entitlements are subject to the provisions set out in part 6 of the Schedule.

Where in respect of certain houses owned or leased by the Corporation in Northumberland and Durham deductions from the levels of entitlement set out above have been agreed locally between the Corporation and the Association before the effective date of this Agreement in return for improvements to those houses, the level of entitlement of a Serving Official living in such a house will continue subject to the agreed deduction until such time as by agreement between the Corporation and the occupier of the house the deduction is commuted for or replaced by an appropriate cash consideration.

APPENDIX II

COAL ENTITLEMENTS : FORMER OFFICIALS

	Tonnes	Fuel Year Starts
Householder	5.10	1 April
Quasi-householder	3.40	1 April
Sub-householder	1.70	1 April

APPENDIX III

COAL ENTITLEMENTS : OFFICIALS' WIDOWS

	Tonnes	Fuel Year Starts
Householder	5.10	1 April
Quasi-householder	3.40	1 April
Sub-householder	1.70	1 April

SOLID SMOKELESS FUEL ENTITLEMENTS
NOTTINGHAMSHIRE

BENEFICIARIES

SERVING

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE	FULL	4.657
COALITE		4.605
HOMEFIRE		4.366
ANTHRACITE BEANS		5.142
ANTHRACITE GRAINS		5.588
ANTHRACITE SMALL NUTS		4.901
ANTHRACITE LARGE NUTS		4.989
HOMEFIRE OVALS		5.080
BLAZEBSITE		5.588
MAXIBRITE		4.901
TAYBRITE		5.442
PHURNACITE	QUASI	3.263
COALITE		3.227
HOMEFIRE		3.059
ANTHRACITE BEANS		3.603
ANTHRACITE GRAINS		3.916
ANTHRACITE SMALL NUTS		3.435
ANTHRACITE LARGE NUTS		3.496
HOMEFIRE OVALS		3.560
BLAZEBSITE		3.916
MAXIBRITE		3.435
TAYBRITE		3.628
PHURNACITE	SUB	1.558
COALITE		1.541
HOMEFIRE		1.460
ANTHRACITE BEANS		1.720
ANTHRACITE GRAINS		1.870
ANTHRACITE SMALL NUTS		1.640
ANTHRACITE LARGE NUTS		1.669
HOMEFIRE OVALS		1.700
BLAZEBSITE		1.870
MAXIBRITE		1.640
TAYBRITE		1.814

FUEL TYPE	CATEGORY	ENTITLEMENT UNDER 80 YEARS	ANNUAL ENTITLEMENT OVER 80 YEARS
PHURNACITE	FULL	3.900	3.950
COALITE		3.850	3.900
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.350	4.400
ANTHRACITE GRAINS		4.700	4.750
ANTHRACITE SMALL NUTS		4.100	4.150
ANTHRACITE LARGE NUTS		4.200	4.250
HOMEFIRE OVALS		4.300	4.350
BLAZEBSITE		4.700	4.750
MAXIBRITE		4.100	4.150
TAYBRITE		4.550	4.600
PHURNACITE	QUASI	2.650	2.700
COALITE		2.600	2.650
HOMEFIRE		2.450	2.500
ANTHRACITE BEANS		2.900	2.950
ANTHRACITE GRAINS		3.150	3.200
ANTHRACITE SMALL NUTS		2.750	2.800
ANTHRACITE LARGE NUTS		2.800	2.850
HOMEFIRE OVALS		2.900	2.950
BLAZEBSITE		3.150	3.200
MAXIBRITE		2.750	2.800
TAYBRITE		3.000	3.050
PHURNACITE	SUB	1.300	1.350
COALITE		1.300	1.350
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.450	1.500
ANTHRACITE GRAINS		1.550	1.600
ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.400	1.450
HOMEFIRE OVALS		1.450	1.500
BLAZEBSITE		1.450	1.500
MAXIBRITE		1.550	1.600
TAYBRITE		1.350	1.400

SOLID SMOKELESS FUEL ENTITLEMENTS
TAMWORTH, STAFFORDSHIRE, BIRMINGHAM, DERBYSHIRE, WARWICKSHIRE, AND LEICESTERSHIRE

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE	FULL	4.657
COALITE		4.605
HOMEFIRE		4.366
ANTHRACITE BEANS		5.142
ANTHRACITE GRAINS		5.588
ANTHRACITE SMALL NUTS		4.901
ANTHRACITE LARGE NUTS		4.989
HOMEFIRE OVALS		5.080
BLAZEBRITE		5.588
MAXIBRITE		4.901
TAYBRITE		5.442
PHURNACITE	QUASI	3.263
COALITE		3.227
HOMEFIRE		3.059
ANTHRACITE BEANS		3.603
ANTHRACITE GRAINS		3.916
ANTHRACITE SMALL NUTS		3.435
ANTHRACITE LARGE NUTS		3.496
HOMEFIRE OVALS		3.560
BLAZEBRITE		3.916
MAXIBRITE		3.435
TAYBRITE		3.628
PHURNACITE	SUB	1.558
COALITE		1.541
HOMEFIRE		1.460
ANTHRACITE BEANS		1.720
ANTHRACITE GRAINS		1.870
ANTHRACITE SMALL NUTS		1.640
ANTHRACITE LARGE NUTS		1.669
HOMEFIRE OVALS		1.700
BLAZEBRITE		1.870
MAXIBRITE		1.640
TAYBRITE		1.814

FUEL TYPE	CATEGORY	ENTITLEMENT UNDER 80 YEARS	ANNUAL ENTITLEMENT OVER 80 YEARS
PHURNACITE	FULL	3.900	3.950
COALITE		3.850	3.900
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.350	4.400
ANTHRACITE GRAINS		4.700	4.750
ANTHRACITE SMALL NUTS		4.100	4.150
ANTHRACITE LARGE NUTS		4.200	4.250
HOMEFIRE OVALS		4.300	4.350
BLAZEBRITE		4.700	4.750
MAXIBRITE		4.100	4.150
TAYBRITE		4.550	4.600
PHURNACITE	QUASI	2.650	2.700
COALITE		2.600	2.650
HOMEFIRE		2.450	2.500
ANTHRACITE BEANS		2.900	2.950
ANTHRACITE GRAINS		3.150	3.200
ANTHRACITE SMALL NUTS		2.750	2.800
ANTHRACITE LARGE NUTS		2.800	2.850
HOMEFIRE OVALS		2.900	2.950
BLAZEBRITE		3.150	3.200
MAXIBRITE		2.750	2.800
TAYBRITE		3.000	3.050
PHURNACITE	SUB	1.300	1.350
COALITE		1.300	1.350
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.450	1.500
ANTHRACITE GRAINS		1.550	1.600
ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.400	1.450
HOMEFIRE OVALS		1.450	1.500
BLAZEBRITE		1.550	1.600
MAXIBRITE		1.350	1.400
TAYBRITE		1.500	1.550

SOLID SMOKELESS FUEL ENTITLEMENTS
LANCASHIRE, CHESHIRE, NORTH WALES, CUMBRIA, STOKE ON TRENT
SERVING BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	FULL	
COALITE		4.803
HOMEFIRE		4.701
ANTHRACITE BEANS		4.509
ANTHRACITE GRAINS		5.109
ANTHRACITE SMALL NUTS		5.524
ANTHRACITE LARGE NUTS		4.938
HOMEFIRE OVALS		5.022
BLAZEBSITE		5.022
BLAZEBSITE		5.490
PHURNACITE 3.560	QUASI	
COALITE		3.366
HOMEFIRE		3.294
ANTHRACITE BEANS		3.160
ANTHRACITE GRAINS		3.580
ANTHRACITE SMALL NUTS		3.871
ANTHRACITE LARGE NUTS		3.460
HOMEFIRE OVALS		3.519
BLAZEBSITE		3.519
BLAZEBSITE		3.847
PHURNACITE 1.700	SUB	
COALITE		1.607
HOMEFIRE		1.573
ANTHRACITE BEANS		1.509
ANTHRACITE GRAINS		1.709
ANTHRACITE SMALL NUTS		1.848
ANTHRACITE LARGE NUTS		1.652
HOMEFIRE OVALS		1.680
BLAZEBSITE		1.680
BLAZEBSITE		1.837

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT	
		UNDER 80 YEARS	OVER 80 YEARS
PHURNACITE	FULL	4.050	4.100
COALITE		3.950	4.000
HOMEFIRE		3.800	3.850
ANTHRACITE BEANS		4.300	4.350
ANTHRACITE GRAINS		4.650	4.700
ANTHRACITE SMALL NUTS		4.150	4.200
ANTHRACITE LARGE NUTS		4.250	4.300
HOMEFIRE OVALS		4.250	4.300
BLAZEBSITE		4.600	4.650
BLAZEBSITE			
PHURNACITE	QUASI	2.700	2.750
COALITE		2.650	2.700
HOMEFIRE		2.550	2.600
ANTHRACITE BEANS		2.900	2.950
ANTHRACITE GRAINS		3.150	3.200
ANTHRACITE SMALL NUTS		2.800	2.850
ANTHRACITE LARGE NUTS		2.850	2.900
HOMEFIRE OVALS		2.850	2.900
BLAZEBSITE		3.100	3.150
BLAZEBSITE			
PHURNACITE	SUB	1.350	1.400
COALITE		1.300	1.350
HOMEFIRE		1.250	1.300
ANTHRACITE BEANS		1.450	1.500
ANTHRACITE GRAINS		1.550	1.600
ANTHRACITE SMALL NUTS		1.400	1.450
ANTHRACITE LARGE NUTS		1.400	1.450
HOMEFIRE OVALS		1.400	1.450
BLAZEBSITE		1.550	1.600
BLAZEBSITE			

SOLID SMOKELESS FUEL ENTITLEMENTS
KENT

BENEFICIARIES

FUEL TYPE	CATEGORY	A N N U A L E N T I T L E M E N T	
		UNDER 80 YEARS	OVER 80 YEARS
PEURNACITE	FULL	4.100	4.150
COALITE		3.950	4.000
HOMEFIRE		3.800	3.850
ANTHRACITE BEANS		4.550	4.600
ANTHRACITE GRAINS		4.950	5.000
ANTHRACITE SMALL NUTS		4.450	4.500
ANTHRACITE LARGE NUTS		4.500	4.550
HOMEFIRE OVALS		4.200	4.250
BLAZEBRITE		4.550	4.600
PEURNACITE	QUASI	2.750	2.800
COALITE		2.650	2.700
HOMEFIRE		2.550	2.600
ANTHRACITE BEANS		3.050	3.100
ANTHRACITE GRAINS		3.300	3.350
ANTHRACITE SMALL NUTS		3.000	3.050
ANTHRACITE LARGE NUTS		3.050	3.100
HOMEFIRE OVALS		2.850	2.900
BLAZEBRITE		3.050	3.100
PEURNACITE	SUB	1.350	1.340
COALITE		1.300	1.350
HOMEFIRE		1.250	1.300
ANTHRACITE BEANS		1.500	1.550
ANTHRACITE GRAINS		1.650	1.700
ANTHRACITE SMALL NUTS		1.500	1.550
ANTHRACITE LARGE NUTS		1.500	1.550
HOMEFIRE OVALS		1.400	1.450
BLAZEBRITE		1.500	1.550

NO SERVING OFFICIALS IN KENT

SOLID SMOKELESS FUEL ENTITLEMENTS
SOUTH WALES
BENEFICIARIES

SERVING

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE	FULL	4.870
ANCIT		4.934
HOMEFIRE		4.321
ANTHRACITE BEANS		5.514
ANTHRACITE GRAINS		5.884
ANTHRACITE SMALL NUTS		5.540
ANTHRACITE LARGE NUTS		5.637
MAXIBRITE		5.251
NEWFLAME		5.291
PHURNACITE	QUASI	3.412
ANCIT		3.458
HOMEFIRE		3.028
ANTHRACITE BEANS		3.864
ANTHRACITE GRAINS		4.123
ANTHRACITE SMALL NUTS		3.882
ANTHRACITE LARGE NUTS		3.950
MAXIBRITE		3.679
NEWFLAME		3.708
PHURNACITE	SUB	1.629
ANCIT		1.651
HOMEFIRE		1.446
ANTHRACITE BEANS		1.845
ANTHRACITE GRAINS		1.969
ANTHRACITE SMALL NUTS		1.854
ANTHRACITE LARGE NUTS		1.886
MAXIBRITE		1.757
NEWFLAME		1.770

FUEL TYPE	CATEGORY	ENTITLEMENT UNDER 80 YEARS	ENTITLEMENT OVER 80 YEARS
PHURNACITE	FULL	4.100	4.150
ANCIT		4.150	4.200
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.650	4.700
ANTHRACITE GRAINS		4.950	5.000
ANTHRACITE SMALL NUTS		4.650	4.700
ANTHRACITE LARGE NUTS		4.750	4.800
MAXIBRITE		4.400	4.450
NEWFLAME		4.450	4.500
PHURNACITE	QUASI	2.750	2.800
ANCIT		2.800	2.850
HOMEFIRE		2.450	2.500
ANTHRACITE BEANS		3.100	3.150
ANTHRACITE GRAINS		3.350	3.400
ANTHRACITE SMALL NUTS		3.150	3.200
ANTHRACITE LARGE NUTS		3.200	3.250
MAXIBRITE		2.950	3.000
NEWFLAME		3.000	3.050
PHURNACITE	SUB	1.350	1.400
ANCIT		1.400	1.450
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.550	1.600
ANTHRACITE GRAINS		1.650	1.700
ANTHRACITE SMALL NUTS		1.550	1.600
ANTHRACITE LARGE NUTS		1.600	1.650
MAXIBRITE		1.450	1.500
NEWFLAME		1.500	1.550

SOLID SMOKELESS FUEL ENTITLEMENTS
YORKSHIRE

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	FULL	4.796
COALITE		4.677
HOMEFIRE		4.375
ANTHRACITE BEANS		5.288
ANTHRACITE GRAINS		5.768
ANTHRACITE SMALL NUTS		4.853
ANTHRACITE LARGE NUTS		4.940
SUNBRITE		5.100
HOMEFIRE OVALS		5.006
BLAZEBRITE		5.543
PHURN. PLUS (ANCIT)		4.533
PHURNACITE 3.560	QUASI	3.361
COALITE		3.277
HOMEFIRE		3.065
ANTHRACITE BEANS		3.705
ANTHRACITE GRAINS		4.042
ANTHRACITE SMALL NUTS		3.401
ANTHRACITE LARGE NUTS		3.462
SUNBRITE		3.550
HOMEFIRE OVALS		3.508
BLAZEBRITE		3.884
PHURN. PLUS (ANCIT)		3.177
PHURNACITE 1.700	SUB	1.605
COALITE		1.565
HOMEFIRE		1.464
ANTHRACITE BEANS		1.769
ANTHRACITE GRAINS		1.930
ANTHRACITE SMALL NUTS		1.624
ANTHRACITE LARGE NUTS		1.653
SUNBRITE		1.700
HOMEFIRE OVALS		1.675
BLAZEBRITE		1.855
PHURN. PLUS (ANCIT)		1.517

FUEL TYPE	CATEGORY	ENTITLEMENT UNDER 80 YEARS	ANNUAL ENTITLEMENT OVER 80 YEARS
PHURNACITE	FULL	4.050	4.100
COALITE		3.950	4.000
HOMEFIRE		3.700	3.750
ANTHRACITE BEANS		4.450	4.500
ANTHRACITE GRAINS		4.850	4.900
ANTHRACITE SMALL NUTS		4.100	4.150
ANTHRACITE LARGE NUTS		4.150	4.200
SUNBRITE		4.300	4.350
HOMEFIRE OVALS		4.200	4.250
BLAZEBRITE		4.650	4.700
PHURN. PLUS (ANCIT)		3.800	3.850
PHURNACITE	QUASI	2.700	2.750
COALITE		2.650	2.700
HOMEFIRE		2.450	2.500
ANTHRACITE BEANS		3.000	3.050
ANTHRACITE GRAINS		3.250	3.300
ANTHRACITE SMALL NUTS		2.750	2.800
ANTHRACITE LARGE NUTS		2.800	2.850
SUNBRITE		2.850	2.900
HOMEFIRE OVALS		2.800	2.850
BLAZEBRITE		3.100	3.150
PHURN. PLUS (ANCIT)		2.550	2.600
PHURNACITE	SUB	1.350	1.400
COALITE		1.300	1.350
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.500	1.550
ANTHRACITE GRAINS		1.600	1.650
ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.400	1.450
SUNBRITE		1.450	1.500
HOMEFIRE OVALS		1.400	1.450
BLAZEBRITE		1.550	1.600
PHURN. PLUS (ANCIT)		1.250	1.300

SOLID SMOKELESS FUEL ENTITLEMENTS
TYNE AND WEAR, COUNTY DURHAM, NORTHUMBERLAND
BENEFICIARIES

SERVING

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE	FULL	4.572
COALITE		4.436
HOMEFIRE		4.244
ANTHRACITE BEANS		5.029
ANTHRACITE GRAINS		5.706
ANTHRACITE SMALL NUTS		4.847
ANTHRACITE LARGE NUTS		4.936
HOMEFIRE OVALS		4.739
SUNBRITE		4.850
BLAZEBRITE		5.231
CENTURIAN		5.444
PHURNACITE	QUASI	3.204
COALITE		3.109
HOMEFIRE		2.974
ANTHRACITE BEANS		3.524
ANTHRACITE GRAINS		3.998
ANTHRACITE SMALL NUTS		3.397
ANTHRACITE LARGE NUTS		3.459
HOMEFIRE OVALS		3.321
SUNBRITE		3.400
BLAZEBRITE		3.666
CENTURIAN		3.629
PHURNACITE	SUB	1.530
COALITE		1.484
HOMEFIRE		1.420
ANTHRACITE BEANS		1.683
ANTHRACITE GRAINS		1.909
ANTHRACITE SMALL NUTS		1.622
ANTHRACITE LARGE NUTS		1.652
HOMEFIRE OVALS		1.586
SUNBRITE		1.650
BLAZEBRITE		1.750
CENTURIAN		1.814

FUEL TYPE	CATEGORY	A N N U A L E N T I T L E M E N T		
		UNDER 80 YEARS	80 YEARS	OVER 80 YEARS
PHURNACITE	FULL	3.800	76	3.850
COALITE		3.700	74	3.750
HOMEFIRE		3.550	71	3.600
ANTHRACITE BEANS		4.200	84	4.250
ANTHRACITE GRAINS		4.750	95	4.800
ANTHRACITE SMALL NUTS		4.050	81	4.100
ANTHRACITE LARGE NUTS		4.100	82	4.150
HOMEFIRE OVALS		3.950	79	4.000
SUNBRITE		4.050	81	4.100
BLAZEBRITE		4.350	87	4.400
CENTURIAN		4.650	93	4.700
PHURNACITE	QUASI	2.550	51	2.600
COALITE		2.450	49	2.500
HOMEFIRE		2.350	47	2.400
ANTHRACITE BEANS		2.800	56	2.850
ANTHRACITE GRAINS		3.200	64	3.250
ANTHRACITE SMALL NUTS		2.700	54	2.750
ANTHRACITE LARGE NUTS		2.750	55	2.800
HOMEFIRE OVALS		2.650	53	2.700
SUNBRITE		2.700	54	2.750
BLAZEBRITE		2.900	58	2.950
CENTURIAN		3.100	62	3.150
PHURNACITE	SUB	1.250	25	1.300
COALITE		1.200	24	1.250
HOMEFIRE		1.150	23	1.200
ANTHRACITE BEANS		1.350	27	1.400
ANTHRACITE GRAINS		1.550	31	1.600
ANTHRACITE SMALL NUTS		1.300	26	1.350
ANTHRACITE LARGE NUTS		1.350	27	1.400
HOMEFIRE OVALS		1.300	26	1.350
SUNBRITE		1.300	26	1.350
BLAZEBRITE		1.400	28	1.450
CENTURIAN		1.550	31	1.600

	BAGS		BAGS
76	3.850	77	
74	3.750	75	
71	3.600	72	
84	4.250	85	
95	4.800	96	
81	4.100	82	
82	4.150	83	
79	4.000	80	
81	4.100	82	
87	4.400	88	
93	4.700	94	
51	2.600	52	
49	2.500	50	
47	2.400	48	
56	2.850	57	
64	3.250	65	
54	2.750	55	
55	2.800	56	
53	2.700	54	
54	2.750	55	
58	2.950	59	
62	3.150	63	
25	1.300	26	
24	1.250	25	
23	1.200	24	
27	1.400	28	
31	1.600	32	
26	1.350	27	
27	1.400	28	
26	1.350	27	
26	1.350	27	
28	1.450	29	
31	1.600	32	

SOLID SMOKELESS FUEL ENTITLEMENTS
SCOTLAND (LOOSE)

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	FULL	4.822
COALITE		4.688
HOMEFIRE		4.369
ANTHRACITE BEANS		5.207
ANTHRACITE GRAINS		5.611
ANTHRACITE SMALL NUTS		5.063
ANTHRACITE LARGE NUTS		5.148
ANCIT		4.822
HOMEFIRE OVALS		4.958
CENTURION OVOIDS		5.207
PHURNACITE 3.560	QUASI	3.379
COALITE		3.285
HOMEFIRE		3.062
ANTHRACITE BEANS		3.649
ANTHRACITE GRAINS		3.932
ANTHRACITE SMALL NUTS		3.548
ANTHRACITE LARGE NUTS		3.608
ANCIT		3.379
HOMEFIRE OVALS		3.474
CENTURION OVOIDS		3.649
PHURNACITE 1.700	SUB	1.613
COALITE		1.568
HOMEFIRE		1.462
ANTHRACITE BEANS		1.742
ANTHRACITE GRAINS		1.877
ANTHRACITE SMALL NUTS		1.694
ANTHRACITE LARGE NUTS		1.723
ANCIT		1.613
HOMEFIRE OVALS		1.659
CENTURION OVOIDS		1.742

FUEL TYPE	CATEGORY	ENTITLEMENT UNDER 80 YEARS	ANNUAL ENTITLEMENT OVER 80 YEARS
PHURNACITE	FULL	4.050	4.100
COALITE		3.950	4.000
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.400	4.450
ANTHRACITE GRAINS		4.750	4.800
ANTHRACITE SMALL NUTS		4.250	4.300
ANTHRACITE LARGE NUTS		4.350	4.400
ANCIT		4.050	4.100
HOMEFIRE OVALS		4.150	4.200
CENTURION OVOIDS		4.400	4.450
PHURNACITE	QUASI	2.750	2.800
COALITE		2.650	2.700
HOMEFIRE		2.450	2.500
ANTHRACITE BEANS		2.950	3.000
ANTHRACITE GRAINS		3.200	3.250
ANTHRACITE SMALL NUTS		2.850	2.900
ANTHRACITE LARGE NUTS		2.900	2.950
ANCIT		2.750	2.800
HOMEFIRE OVALS		2.800	2.850
CENTURION OVOIDS		2.950	3.000
PHURNACITE	SUB	1.350	1.400
COALITE		1.300	1.350
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.450	1.500
ANTHRACITE GRAINS		1.600	1.650
ANTHRACITE SMALL NUTS		1.400	1.450
ANTHRACITE LARGE NUTS		1.450	1.500
ANCIT		1.350	1.400
HOMEFIRE OVALS		1.400	1.450
CENTURION OVOIDS		1.450	1.500

SOLID SMOKELESS FUEL ENTITLEMENTS
SCOTLAND (PRE-PACKED)

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	FULL	4.437
COALITE		4.483
HOMEFIRE		4.065
ANTHRACITE BEANS		4.842
ANTHRACITE GRAINS		5.172
ANTHRACITE SMALL NUTS		4.645
ANTHRACITE LARGE NUTS		4.742
ANCIT		4.437
PHURNACITE 3.560	QUASI	3.109
COALITE		3.141
HOMEFIRE		2.849
ANTHRACITE BEANS		3.393
ANTHRACITE GRAINS		3.624
ANTHRACITE SMALL NUTS		3.255
ANTHRACITE LARGE NUTS		3.323
ANCIT		3.109
PHURNACITE 1.700	SUB	1.485
COALITE		1.500
HOMEFIRE		1.360
ANTHRACITE BEANS		1.620
ANTHRACITE GRAINS		1.730
ANTHRACITE SMALL NUTS		1.554
ANTHRACITE LARGE NUTS		1.586
ANCIT		1.485

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT UNDER 80 YEARS	ANNUAL ENTITLEMENT OVER 80 YEARS
PHURNACITE	FULL	3.750	3.800
COALITE		3.750	3.800
HOMEFIRE		3.400	3.450
ANTHRACITE BEANS		4.050	4.100
ANTHRACITE GRAINS		4.350	4.400
ANTHRACITE SMALL NUTS		3.900	3.950
ANTHRACITE LARGE NUTS		4.000	4.050
ANCIT		3.750	3.800
PHURNACITE	QUASI	2.500	2.550
COALITE		2.550	2.600
HOMEFIRE		2.300	2.350
ANTHRACITE BEANS		2.750	2.800
ANTHRACITE GRAINS		2.950	3.000
ANTHRACITE SMALL NUTS		2.650	2.700
ANTHRACITE LARGE NUTS		2.700	2.750
ANCIT		2.500	2.550
PHURNACITE	SUB	1.250	1.300
COALITE		1.250	1.300
HOMEFIRE		1.150	1.200
ANTHRACITE BEANS		1.350	1.400
ANTHRACITE GRAINS		1.450	1.500
ANTHRACITE SMALL NUTS		1.300	1.350
ANTHRACITE LARGE NUTS		1.350	1.400
ANCIT		1.250	1.300

APPENDIX VI

AGREEMENTS ANNULLED IN RESPECT OF PERSONS COVERED BY 1984 AGREEMENT COAL MINING INDUSTRY PRINCIPAL DISTRICT AND NATIONAL CONCESSIONARY COAL AGREEMENTS AS AMENDED

Scottish Concessionary Coal Agreement of January 1955

Northumberland District Firecoal Allowance of Pooling Scheme for Deputies and Shotfirers of 17.1.63.

Northumberland District Firecoal Allowance and Pooling Scheme for Overmen and WPIS of 31.3.69.

Durham Concessionary Coal Agreement of 11.11.65.

Yorkshire Divisional Concessionary Coal Agreement for Officials of 14.12.64.

Kent Home Coal Agreement of 19.2.52.

Leicester Area NACODS Concessionary Coal and Coal Pooling Agreement of 14.3.66.

Warwickshire Area NACODS Allowance Coal Agreement of 3.11.69.

Midlands Area NACODS Concessionary Coal and Coal Pooling Scheme Agreement of 25.9.63.

South Staffordshire and Salop Officials Coal Agreement of 1.12.52

North Staffordshire Under Officials' Allowance Coal Agreement of 20.5.68.

Cannock Chase NACODS Coal Agreement of 1.2.52.

BCC (North Western Division) and NACODS (North Western Area) Concessionary Coal Agreement of 10.7.58.

BCC (North Western Division) and NACODS (North Western Area) North Wales District Coal Pooling Scheme for Officials of 20.5.66

BCC (N & C Division) and NACODS (Cumberland Area) Concessionary Coal Agreement of 23.9.55.

Officials' Housecoal Agreement (South Western Division) 16.3.54.

South Wales Concessionary Housecoal Pooling Scheme (Officials) 7.7.61.

South Wales Concessionary Housecoal Pooling Scheme for Widow of Officials 1.7.73.

Workmen's Housecoal Agreement Somerset and Bristol Coalfields of 1.3.67

The National Arrangements for beneficiaries' Minimum Coal Entitlement of 6th December 1977 and 26th November 1980.

NATIONAL SMOKELESS FUEL AGREEMENTS AS AMENDED

Substitution of Smokeless Fuel or Cash in Lieu for Concessionary Coal in Smoke Control Areas - separate Agreements covers Officials of 12.10.61 and their Beneficiaries of 16.10.61.

Substitution of Smokeless Fuel or Cash in Lieu for Concessionary Coal outside Smoke Control Areas - covers Officials and their Beneficiaries - ex-gratia arrangement of 28.6.62.

**NATIONAL COAL BOARD/NATIONAL ASSOCIATION OF
COLLIERY OVERMEN, DEPUTIES AND SHOTFIRERS JOINT
AGREED INSTRUCTION ON CONCESSIONARY FUEL**

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Appendices 1:

Proforma for National Interpretation (8)

(8) *Other Appendices have been omitted*

INTRODUCTION:

The Formal Agreement

1. An Agreement on Concessionary Fuel has been reached between the British Coal Corporation and the National Association of Colliery Overmen Deputies and Shotfirers. A copy is attached. This Agreement ('the Agreement') covers Coal and Smokeless Fuel, for Serving Officials and their Beneficiaries, in the Coal Mining Industry. It provides standard qualifications for entitlements to Concessionary Fuel for all new applicants, whichever type of solid fuel they use and whatever their parent unit. It also curtails the occasions when Cash in Lieu is allowable, especially to Serving Officials, and standardises the amounts payable.
2. The Agreement applies nationally and it is important that the application of its terms should be uniform and consistent. The purpose of this Instruction is to assist this. The harmonisation of conditions in most cases improves on the Former Fuel Agreements, but by the nature of the exercise some Districts will see certain less favourable terms. It is important that in all cases the new terms are applied precisely, otherwise the benefits of harmonisation will be lost.
3. The text of the Agreement lays stress on its superseding all former agreements and other arrangements dealing with the provision of fuel on concessionary terms to Officials and their Beneficiaries; however, it does preserve certain of their provisions which are now listed under the respective headings.

SCOPE: Clause 1

Other Bargaining Groups

4. The agreements in certain Districts have covered Officials jointly with Mineworkers and/or Cokeworkers and/or WPIS: The National Concessionary Fuel Agreements for Mineworkers, Cokeworkers and WPIS annulled those agreements as they applied to those groups and this Agreement annuls those agreements as they apply to Officials.

Definitions: Clause 2

General

5. The form of the Agreement is based on that of the National Smokeless Fuel Agreement (NSFA). However, it makes some important modifications in definitions, layout and provisions, analysed below.
6. The Agreement uses Capital Initial letters for all terms defined by the Agreement; this Instruction follows that practice. This is in order to draw attention to the fact that many of these terms are used in a sense which may not always conform to common usage. In Certain instances the same word is used in Former Fuel Agreements in a sense which is not always precisely the same as in the Agreement. In such cases the term under the Former Fuel Agreement is put in quotation marks: for example, Householder means the term as defined in the Agreement, while 'householder' means the term as defined in a Former Fuel Agreement.

CATEGORIES OF PERSONS

(i) General

7. Some new definitions have been introduced, and some old ones revised, in order to facilitate the simplest possible expression of qualification for an entitlement to concessionary fuel. In particular, the definition of Retired Official has been changed so as to make no reference to the service qualification required to qualify for an entitlement. This then enables the introduction of a new term, that of Former Official, which includes all or any of Retired Officials, Redundant Officials, Compensation Cases, and Sickness Cases. All these terms are defined solely by reference to the way in which the individuals ceased to be Serving Officials.
8. Similarly, 'widow' as defined in the NSFA is now re-titled Official's Widow; and the term Widow under the Agreement includes both Official's Widow and Single Parent (a new definition, for an extended category of provision, replacing 'widowed mother').

9. It follows from this approach that terms such as Serving Official, Former Official or Widow refer to people who may or may not be qualified to receive benefit under the Agreement: whether they are in fact qualified or not will depend on whether they are a Householder, Quasi-householder or Sub-householder, and in many cases also on service qualifications etc. By contrast, the terms Beneficiary and Concessionaire have been defined so as to include only people actually in receipt of benefit under the Agreement.

(ii) Widow

10. 'Common Law wives' should be granted the Widow's entitlement where they would qualify other than for the absence of a ceremony of marriage. Where controversy arises, as between a dead Concessionaire's separated wife and the woman who shared his household immediately before his death, the decision on Concessionary Fuel entitlement will be made by agreement between the Corporation and the Association locally. Where there is neither a legal nor a common law widow, but there is another adult dependent in a similar position to a widow, then in exceptional circumstances by agreement between the Corporation and the Association locally a Widow's Concessionary Fuel entitlement may be awarded; or if a legal widow exists, a Widow's entitlement may be divided between the legal widow and the such another adult dependent. 'Similar position to a widow' means an association between the deceased Concessionaire and the other person in question which was of long standing dependence where the person concerned kept the house for the deceased and did not work outside the home before his decease and who, when he died, was unlikely to be able to find employment and unlikely to marry because of age.

(iii) Supporting Son

11. The definition has been revised to include single parents who are on their own for reasons other than death, such as divorce or desertion. It is also now expressed so as to minimise the occasions when it is necessary to make detailed enquiries into family financial circumstances. Normally where the parent(s) meet the new definition and no one in the family other than the Serving Official's son is employed full time, the qualification will be met. In other cases, the rule is that the expression 'sole or main support' applies where the parent or parents require such support in order to maintain an appropriate standard of living.

(iv) No alternative means of qualifying as a Former Official

12. A Former Official cannot qualify under more than one category. The category into which he falls is determined by the way in which he left the employment of the Corporation.

Age or OVERS retirement:	Retired Official
Redundancy:	Redundant Official
Incapacity retirement because of industrial accident or disease:	Compensation Case
Other incapacity retirement:	Sickness Case
Other mode of termination:	None

There are no alternatives: there is no question of subsequent change or review. This applies to men seeking to qualify as Sickness Cases under Clause 14 of the Agreement (see also paragraph 14). It also applies to Sickness Cases over 60 years of age: they do not, under the Agreement, 'become' Retired Officials; rather, their terms of entitlement become 'equivalent to' those of Retired Officials. There is one exception. Pneumoconiosis (and other relevant industrial diseases) can take a considerable time to diagnose definitely; it can also produce symptoms of other conditions which are not industrial diseases but which can justify incapacity retirement. Therefore where a person who retires as a Sickness Case after the effective date of the Agreement is subsequently diagnosed to be suffering from an industrial disease, and if he:

- (i) is awarded compensation for that disease under one of the heads at (a) of the definition of Compensation Case in Clause 2 of Agreement, and has in consequence of that faculty assessed under the Industrial Injuries Act to the extent of 20% or over; and
- (ii) otherwise fulfills the definition of Compensation Case;

he will be awarded an entitlement to Concessionary Fuel as a Compensation Case under the Agreement with effect from the date of his award of compensation as at (i) above.

(v) Compensation Case

13. The definition has been widened to include explicitly - provided they meet the other criteria in the definition - people whose entitlement to compensation for injury of disease has been commuted for a capital sum.

(vi) Sickness Case

14. The definition has been tightened, by requiring the retirement to have been under the incapacity provisions of the Staff Scheme. This excludes any instances where it may be in question whether the sickness was such as to make retirement necessary. The new definition also makes clear that incapacity retirement resulting from an accident outside work is covered. There is no requirement for a Sickness Case to produce medical certificates after ceasing work in the industry: as with the incapacity pension, the decision is taken once for all on termination (c.f. paragraph 12).

CATEGORIES OF ACCOMMODATION AND TENURE

(i) General

15. Coverage has been extended, in terms of marital status, title to the property, and size of accommodation. Single people qualify. People who with their spouse are joint occupiers of their home now qualify for a full entitlement. Other instances of joint occupiers within the immediate family, as between parent and offspring or between siblings, are also now included, but with a lesser entitlement reflecting their partial responsibility for the home (see also Clause 35 and paragraph 90).
16. The expression 'occupier' means more than merely 'resident': it means the individual resident who has the right to form a household in the property, and the duties going with this, for example paying the rates. It is used in the new definition to cover both owner and tenant, and any other legal form of right to establish a household in particular accommodation. The main alternative 'legal form...' of relevance in the coalfields arises in Durham where a significant proportion of colliery houses are held on a form of tenure known as 'licence'. Artificial arrangements to represent an applicant as the occupier are not permitted: the 'rights and duties' involved must reflect the usual understanding of those associated with ownership or tenancy. Specifically, they should be comprehensive, and not merely 'for the purposes of fuel entitlement'. Arrangements which are unilaterally reversible at the will of the landlord or previous owner (as with a licence) will not be acceptable where the landlord/owner is an immediate relative of the applicant. An applicant should be required normally to produce evidence of his legal title.
17. The Agreement is in line with normal housing practice defining the rooms which count towards establishing accommodation as that of a Householder or a Quasi-householder. 'Habitable rooms' excludes cellars, box rooms, halls and landings, garages, workshops, cloakrooms or unimproved lofts. The definitions of Householder or Quasi-householder do not require the accommodation to be heated by solid fuel, because they have to serve for Concessionaires on Cash in Lieu. But deliveries of fuel must not be made to premises not equipped or in the course of being equipped with appropriate solid fuel appliances.

(ii) Householder

18. The concept of Householder is intended to cover the conventional self-contained family house. This nowadays typically contains at least two bedrooms and one living room apart from the kitchen and bathroom. Anything with fewer rooms would not normally be a family home, as opposed to more modest accommodation which might be found appropriate to a married couple before or after bringing up children, or to a single person. It follows that where the kitchen is used for eating meals, this of itself does not enable the room to count towards the qualification.
19. It is not intended to penalise open-plan layouts where the kitchen is not separate from the living room. This must not be used to classify as Householder (or Quasi-householder) accommodation that which does not fall within the spirit of it. Accordingly, where the kitchen part is distinct and takes up less than half the total area of the room, and where the rest of the room is used as a living room, that is for social purposes other than eating, then but only then the whole area counts as one room towards the qualification. Where the kitchen area is not distinct, or takes up most of the room, or the other use of such a room is functional, as laundry, workshop or storage, the room will not count.

(iii) Quasi-householder

20. The definition of a Quasi-householder (other than joint occupier with other than spouse) is similar in form to that of a Householder. The differences are that one less habitable room is required; and the accommodation need not be 'self-contained': that is, it does not require to have a direct and exclusive entry from the street or other public access, i.e. its own front door and letter box. However, it remains the case that a crucial underlying qualification for any type of Concessionaire is that he maintains a distinct independent establishment of his own. In the case of other than Householders, where the accommodation, however large, is not self-contained, this independence criterion is expressed in terms of the heating system. This excludes accommodation which is heated, whether partly or wholly, by arrangements which are not billed by an independent agency. Where possible and appropriate, the heating supply should also be separately metered. This will consequently exclude parts of houses heating by a central heating system supplying the rest of the building where this is not District Heating as defined in the Agreement. The Quasi-householder must have independent water heating as well as space heating: the space heating must be from solid fuel to qualify for an entitlement to Concessionary Fuel.

(iv) Sub-householder

21. (a) The Agreement introduces this new category. It is designed to provide entitlement for the smallest accommodation so long as minimal criteria of independence are met. The Sub-householder's space heating must be separate, but unlike the Quasi-householder, his water heating need not be. The Sub-householder (and his own household, if any) must not share his eating/living/sleeping accommodation with another household, but that accommodation may be a single room, a bedsitter. The bathing facilities may be shared, and the cooking may also be, but not the eating facilities. There is a danger here that artificial arrangements might be made, whereby the bedroom of someone effectively a member of the main household is labelled 'bedsitter', and a nominal agreement to pay rent entered into, in order to claim a fuel allowance: the proviso excluding accommodation.... provided by members of the applicant's immediate family living under the same roof is intended to prevent that. That proviso does not apply to Quasi-holder claims, where the degree of physical separateness required is felt to be sufficient safeguard.
21. (b) From 1 December 1993 although not specifically a Sub-Householder's allowance there is a further cash allowance of an equivalent amount to the sub-householder cash allowance payable to Former Officials and Widows who are forced to give up their own independent property for health reasons and who either move in with relatives or into a nursing home. (1)

(v) Caravans

22. Caravans (and boats) are not provided for separately in the Agreement. Whether they qualify for Householder, Quasi-householder or Sub-householder status will be judged on exactly the same basis as conventionally constructed accommodation.

(vi) Lodgers etc.

23. Sub-tenants and lodgers who do not meet the conditions of a Sub-householder do not qualify under the Agreement. Any current recipients of this type will continue to receive, at the Sub-householder level, under Clause 38 and 39 in Part 7 until material change in their circumstances: no new such entitlements will be created.

GENERAL CONDITIONS OF ENTITLEMENT

(i) Illicit Disposal: Clause 5

24. The terms of the Agreement are more precise than those of the NSFA. The arrangements to end buy-back and cash payments for untaken entitlement arrangements to end-back and cash payments for untaken entitlement expose the industry to greater risk of illicit disposal of Concessionary Fuel, Solid Smokeless Fuel as well as coal. It is essential to minimise this risk. The Association have indicated that they will support action in accordance with the Agreement to deal with any detected cases of illicit disposal of Concessionary Fuel. See also paragraph 34.

(1) Amended with effect from 1st December 1993

(ii) Resolution of Disputes:

25. Disputes over matters of fact only should be resolved at local level. Headquarters guidance must be sought where a dispute involves interpretation of the Agreement, or of how the Agreement applies to the facts, in the absence of guidance under this Instruction or subsequently. This will be done jointly between the Corporation and the Association using the proforma at Appendix 1 to this Instruction. The facts of the case will be collected, agreed and set down in section 1 of the proforma. The Association's interpretation will be set down in section 2 and the Corporation's interpretation in section 3. The application will then be signed in section 4. Normally the signatories will be the AIRO and Association's Area Secretary concerned. Copies will be sent to the Director of Wages at BCC Headquarters, and to the Association Headquarters. The Association and the Corporation will then confer at national level and set down their agreed ruling in section 5 and the completed proforma will be returned to the originating parties. Copies may also be sent to other Corporation and Association Areas to provide guidance in similar cases.
26. Questions of deliveries or quality of fuel are not conciliable, but will be resolved in consultation between the Corporation and the Association where appropriate.

DURATION AND CESSATION OF ENTITLEMENT

(i) Comparisons with Former Fuel Agreements

27. The comparisons which follow in paragraph 28 to 44 are made between the Agreement and the NSFA. District Coal agreements differ from the NSFA in many instances and the changes involved will therefore differ. The main differences between the Agreement and the Former Fuel Agreements it supersedes are set out at Appendix 2.

QUALIFYING SERVICE

(a) Service with the Corporation and in the Industry Clauses 11-15

28. Various Beneficiary qualifications depend on service conditions. These take the form 'X years service in the industry including at least five years continuous service with the Corporation immediately prior to retirement'. 'Service with the Corporation' covers service in any capacity with the Corporation and its subsidiaries, in (for example) BCC Ancillaries as well as in the coal mining industry or the coke and by-product industry. This is in line with the statutory definitions, as set out in IRI/WM(83)1. 'Service with the Corporation' does not cover service in licensed mines or with underground mining contractors. 'Service in the industry' covers service with the Corporation and also service in licensed mines or with underground mining contractors.

(b) Absence with Consent and Unpaid Leave

29. Where a Serving Official takes leave of absence, to pursue a full-time course of education or for any other reason, and his contract of employment continues with or without pay, and provision of benefit under this Agreement should continue. However, if the leave of absence is to last twelve months or more and the man is living away from home, benefit will be provided only if he leaves dependants living at home, and the benefit will not exceed the Quasi-householder level. Where the contract of employment does not continue, benefit under this Agreement will not be provided; but if the leave has been taken in order to pursue a course of full-time education, continuity of service for the purposes of assessing entitlement as a Former Official will not have been broken if the man returns to Corporation employment on the completion of his course.

(c) H.M. Forces

30. Service in HM Forces is no longer to count towards service in the industry for the purposes of establishing a Beneficiary's entitlement to Concessionary Fuel, but such service does not break continuity of employment. Where an employee receives special leave and the balance of civil pay is paid for whole-time training or call-up as a reservist, Concessionary Fuel will continue to be supplied. Where call-up exceeds 15 days, entitlement under this Agreement should not exceed the Quasi-householder level during the period of call-up for a Serving Official with dependants and be suspended for one with no dependants.

(d) Transfer

31. Where a man is made redundant at one colliery and transfer under the provisions of the Corporation's transfer scheme after an interval of over four weeks to another colliery, it does not count as a break in continuity of service for the purposes of the Agreement.

(iii) SERVING OFFICIAL/BENEFICIARY TRANSITION

(a) Termination of Employment: Clause 8

32. There is one change here. A man who is absent from work through sickness will continue to be entitled to Concessionary Fuel at the Serving Official level, until he is taken off books after 18 months.

(b) Prior use Condition: Clause 10

33. A man has to be entitled to Concessionary Fuel immediately before retiring if he is to be entitled as a Former Official. Similarly, a Widow's husband or Supporting Son had to be entitled immediately before death if she is to be entitled. This approach continues under the Agreement as the normal rule. The phrasing is re-expressed as 'receiving benefit', rather than 'entitled to', to cover Cash in Lieu. However, if such a 'prior use' condition was interpreted rigidly, people could be unreasonably excluded. For example, it would exclude a man who loses his wife two years before retirement and moves from his house where he had been a Concessionaire to lodge with his daughter, prior to retiring to a coal-heated bungalow. To allow for such cases, a relaxation has been added to the condition. This preserves the principle that the man should have been using the products of the industry during his working life (or had reason for not doing so which was accepted - i.e. authorised Cash in Lieu) but safeguards a person who was 'receiving benefit .. for a substantial part of his service ...'. The form of this is intended to cater for Former Officials who for some reason have relatively short service in the industry. For example, if a man had his own household for only ten years as a Serving Official, he should qualify if he used solid fuel for more than half that time.
34. If a Serving Official had been deprived of his benefit for disposing of his Concessionary Fuel to others or for failing to provide correct information, he should not be granted an entitlement as a Former Official unless and until his period of deprivation expires. Similarly, where the husband or Supporting Son had been deprived of benefit for disposing of his Concessionary Fuel to others or failing to provide correct information, the Widow should normally not be granted an entitlement unless the termination of supply was for a specified period.

(iv) BENEFICIARIES

(a) Retired Officials: Clause 11

35. The service qualification for Retired Officials and hence for Redundant Officials under the Concessionary Coal payments Schemes (CCPS), remains more demanding than the eligibility for voluntary early retirement or weekly benefit under the RMPS, where the continuous service qualifications is only two years.

(b) Redundant Officials: Clause 12

36. The supply of Concessionary Fuel to Redundant Officials under the CCPS largely paid for by the Government remains not conciliable and is not provided for under the Agreement. IRI/WM(73)13 and IRI/PB(83)4 set out the arrangements which apply to all those made redundant over the age of 50 years with effect from 6th April 1983 to 31st March 1994. The provision in the Agreement applies only if they are not provided for under the CCPS: Clause 36 on Entitlements arising under Statute governs this.

(c) Widows: Clause 15

37. The conditions for Widows with less than life entitlement are in line with those for Sickness Cases, with one exception. This is that there is no provision for Widows corresponding to that of the Sickness Case's entitlement becoming equivalent to that of a Retired Official on attaining 60 while still entitled. A Widow's terminal entitlement used to be based on the principle of transferring to her the balance of her husband's period of entitlement. This has progressively been superseded by providing her with a period separately calculated. The one remaining example of the older principle was the period of entitlement of Widows of Sickness Cases without life entitlement: they have now been brought into line with the more favourable treatment of other Widows. (1)

(d) Permanent vs temporary loss of entitlement

38. Clear distinction should be made between permanent loss of entitlement and temporary loss. Retired Officials (and Sickness Cases with life entitlements) and Compensation Cases lose their fuel entitlement temporarily on taking up Full Time Employment. Other Beneficiaries except Widows, see (f) lose their entitlement permanently on taking up Full Time Employment, as does a Widow who remarries. This follows the NSFA. (1)

(e) Full Time Employment

39. Full Time Employment is defined precisely, namely employment for over 25 hours per week. This should generally be taken as contractual hours: however, overtime which takes the total over 25 hours in a week should be counted if it is regular.

(f) Widows in employment Clause 15

40. A Widow with a limited entitlement forfeits that entitlement permanently if she takes up or continues in Full-Time Employment. 'Continues in' refers to the position of a woman in Full-Time Employment when her husband or Supporting Son dies and she has to decide whether or not to continue in it. In such cases, entitlement should be granted if the Widow submits her notice to her employers within three months of her husband's death. The entitlement will start when her Full-Time Employment actually ceases. The position of certain Widows in Scotland, entitled under a their Agreement to receive coal while working, is safe guarded in line with the general principle governing Old Concessionaires. Those in work on 1 October, 1983 may continue without losing their coal, but if they stop work then the Agreement applies on any resumption. (1)

TYPE AND CHOICE OF FUEL

(I) DEFINITIONS: CLAUSE 2

41. Concessionary Fuel as defined in the Agreement includes both coal and Solid Smokeless Fuel but does not include Cash in Lieu.
42. 'Housewarm', selected sized washed bituminous coal for roomheaters and Coalflow appliances which burn that fuel smokelessly, is defined explicitly in Part 1. The definition includes singles, doubles and (for the future) smalls. Housewarm is classified as coal, not Solid Smokeless Fuel, for the purposes of determining level of entitlement and conditions of delivery under the Agreement.

(ii) Choice of Fuel: Clauses 16, 17, 20 and 21

43. The 1984 Agreement formalised the ex-gratia arrangement whereby smokeless fuel may be taken instead of coal outside smoke control areas.

(1) Amended with effect from 1st December 1993

44. A Concessionaire taking solid fuel will be supplied either under the Solid Smokeless Fuel provisions of the Agreement (Clauses 20 and 21), or the coal provisions (Clauses 17 to 19), not both. The choice between the two is effectively made by the Concessionaire when he chooses his main home heating appliance. If a Concessionaire requires to change from one to the other on moving house or installing new appliances, this is permissible. It is not permissible to supply coal as fuel under the Solid Smokeless Fuel provision. It is, however, permissible to supply naturally smokeless fuel under the coal provisions for a Concessionaire whose parent unit is a pit currently producing that quality and supplying it as Concessionary Fuel to similar Concessionaires, and who resides within the area within which it is normally delivered as Concessionary Fuel.

(iii) Withdrawal of a Solid Smokeless Fuel by the Corporation: Clause 21

45. To prevent manipulation, of the fixed tonnage system for Solid Smokeless Fuel, by fuel suppliers, whether the supplier be the manufacturer or delivery agent, any changes in prices will be monitored, for each pricing region, by the Corporation. Should the price of a particular Solid Smokeless Fuel rise substantially above the general trend in Solid Smokeless Fuel values, the Corporation may withdraw that Solid Smokeless Fuel, nationally or locally. However, the Corporation will only stop providing a Solid Smokeless Fuel if there is a suitable alternative, which the Concessionaire can burn on his appliance and is available locally. The Corporation will consult with the trade union representative before a withdrawal of a Solid Smokeless Fuel.(2)
46. After a period of time, if the price of a withdrawn Solid Smokeless Fuel falls back into line with other equivalent Solid Smokeless Fuels, the Corporation may make that Solid Smokeless Fuel available to Concessionaires again and will re-introduce it at the same entitlement level that it was withdrawn at.(2)

DELIVERY ARRANGEMENTS

(i) CHARGES

(a) Setting bagging and delivery charges: Clause 18

47. The Agreement requires the Concessionaire to pay the full costs of bagging and delivery. However, for certain Association Areas there are transitional arrangements that will apply over 1-4 years before this requirement is fully implemented. (See Clause 50 of the Agreement and paragraph 116 of this instruction). Where the Corporation under the Agreement charge the Concessionaire for delivery this will be done on the basis of the estimated costs for the period. The Corporation's Road Transport Service advise that differentiating this between different localities within an BCC Area is generally not worthwhile. Before the beginning of each Fuel Year RTS will provide an estimate of out turn cost per load for bagging and delivery to Concessionaires. Concessionaires will then be charged that rate, subject to any adjustment in respect of the previous year (as below). At the end of the Fuel Year, the actual payments received in respect of bagging and delivery will be compared with the actual costs incurred, and any under or over recovery will be rolled forward so as to be absorbed in the charges made for the following year.

(b) Payment of bagging and delivery charges by other than the Concessionaire: Clause 18

48. In certain Areas a levy has been made from pay in order to pay some or all of the cost of bagging and delivery of concessionary coal. The Agreement provides the facility for arrangements of this type to continue or be introduced, by means of the phrase 'the cost ... will be paid by or on behalf of the Concessionaire'. Any levy plus any charges must cover the full amounts due under the Agreement.

(c) Payment of bagging and delivery charges other than in cash: Clause 18, Appendix I

49. It is not permissible to re-introduce payment for untaken entitlement by the back door by means of new arrangements to reduce the level of entitlement in return for reduced delivery charges or any other monetary equivalent.

(2) Reference to Sunbrite deleted with effect from 1st April 1993

(d) VAT on bagging and delivery charges: Clause 19

50. The Agreement provides that a charge may be made for concessionary coal. This is distinct from the charges for bagging and delivery. The Clause is intended to provide for arrangements such as already exist in a number of Districts, where it is possible for the Concessionaire by this means to be exempt from VAT on the bagging and delivery costs. Where such charges are already established under Former Fuel Agreements, they should continue at the same level. Any charges made under this provision may not be deducted from the charges made for bagging and delivery, as this would jeopardise the exemption from payment of VAT on bagging and delivery.

(ii) OTHER PROVISIONS

(a) Fuel Years: Appendices I - IV

51. (9)

52. Certain Area Coal Agreements operated without a Fuel Year. The practical effect of this was that concessionaires were allowed to accumulate untaken entitlements and roll them forward indefinitely. Under the Agreement this will cease, and those Areas will operate a Fuel Year starting on 1 May. Concessionaires in these Areas will then be allowed to carry forward from one Fuel Year to the next only the fraction of a bag allowed to others (see paragraph 53 below). Accumulated untaken entitlements as at 30 September, 1983 under Former Fuel Agreements will be preserved, but if they are wanted they must be taken by 30 April, 1986.

(b) Carry-forward: Clause 23

53. Clause 23 is to protect those who take all of their entitlement which it is practicable to deliver, but are then left with less than 50kg. Only those who have taken all that is practicable can carry forward entitlement. For example, a Serving Worker Householder using Phurnacite who takes 5.05 tonnes, of a 5.080 entitlement, may carry forward the balance of 0.03 tonnes: one who takes (say) 4.50 tonnes may not carry forward anything under this Clause. But because the Agreement has been concluded a long time after its effective date, Clause 51 provides that the entitlements for Fuel Years starting between 1 October, 1983 and 1 September, 1985 inclusive can be merged. This operates differently from the carry over provision of Clause 23: see paragraph 117 below.

(9) Deleted reference to possibility of introducing a uniform fuel year.

**(c) Concessionaires living remote from their parent unit Outside Great Britain:
Clause 24**

54. (10) Anyone living outside Great Britain is excluded from benefit. Those enjoying such benefit under a Former Fuel Agreement may continue to receive provided that it is practicable to ensure that they receive is an BCC product or produced from BCC coal, and that any delivery and administration costs involved in excess of providing within the normal area are met by the Concessionaire. Where these conditions cannot be fulfilled, notice of termination should be given. When a Former Official or Widow emigrates his entitlement is suspended, not terminated; should he return, he may if he is otherwise qualified resume an entitlement.

Ensuring that the Former Worker or Widow is and remains qualified will normally be done by having the application form, and subsequent certificates of continued entitlement, countersigned by a person of standing in the community, such as a Justice of the Peace or Minister of Religion, with personal knowledge of the applicant's / Beneficiary's circumstances, whose status can be verified by the Corporation office responsible for administering the entitlement. Where these conditions cannot be fulfilled, notice of termination should be given. When a Former Worker or Widow emigrates his entitlement is suspended, not terminated; should he return, he may if he is otherwise qualified resume an entitlement.

Within Great Britain: Clause 25

55. This formalises the Approved Retailer Scheme and extends it to Solid Smokeless Fuel. It continues to allow the Concessionaire to collect his fuel himself or to authorise another to do so. From 1 October, 1983 the practice of providing Cash in Lieu simply because the Concessionaire is remote from the Coalfields will cease. Those involved should be informed by Areas as soon as possible with a view to full application of the Agreement.
56. When a remote Concessionaire does not himself arrange to collect the fuel from an appropriate depot, but instead the Corporation arrange delivery, the Concessionaire will pay the difference between the actual delivery cost and the price ex-wharf, excluding any delivery element beyond the depot, on the same basis as if he had collected it himself.
57. The order for fuel will be automatically produced and dispatched to the selected BFL Depot or local merchant requesting delivery to be made of the required fuel to the specified tonnage.

(10) It was agreed in the Joint Working Party on 26th September 1988 that the terms of the NCFA be extended to Former Officials and their Widows who have taken up residence in Northern Ireland and the Isle of Man. This applies to Concessionary Fuel only: no Cash in Lieu will be provided. The Concessionary Fuel will be provided under the conditions of paragraph 54 of the Joint Agreed Instructions for Concessionaires living outside Great Britain but receiving concessionary fuel under a Former Fuel Agreement, i.e.that

- (a) it is practicable to ensure that the Concessionaire is and remains qualified under the NCFA;*
- (b) the Fuel the Concessionaire receives is a Corporation product or produced from Corporation coal; and*
- (c) any delivery and administrative costs involved in excess of providing within the normal area are met by the Concessionaire.*

Ensuring that the Former Official or Widow is and remains qualified will normally be done by having the application form, and subsequent certificates of continued entitlement, countersigned by a person of standing such as a Justice of the Peace or Minister of Religion, with personal knowledge of the applicant's/Concessionaire's circumstances, whose status can be verified by the Corporation office responsible for administering the entitlement. The effective date is 1st October 1988.

CASH IN LIEU

(i) GENERAL

Giving notice to Serving Official recipients: Clause 39

58. All Serving Officials in receipt of Cash in Lieu on 30 September, 1983 and still in receipt of Cash in Lieu must be given formal notice of the change in their terms of employment involved in its withdrawal. The text of the letter at Appendix 3 is to be used for his purpose.

The amounts payable: Clauses 29, 38 and 39

59. The amounts of Cash in Lieu cease to be related directly to the value of the fuel entitlement, and apply to qualifying Serving Officials and Beneficiaries alike. They will remain constant during the full course of each year ending 30 September. In September each year Headquarters Wages Branch will apply the proportionate increase in the Fuel and Light component of the Retail Price Index over the twelve months ending the previous July to a base of £200 at October 1988 **(11)** and will promulgate the new standard rates of Cash in Lieu thus calculated. Headquarters will inform Areas of any changes in these rates.
60. No Beneficiary on Cash in Lieu on 30 September, 1983 will suffer a reduction in his annual rate of payment while he remains entitled to Cash in Lieu on the same basis. Such people will continue to receive their previous rate until this is overtaken by the standard rate Serving Officials on Cash in Lieu at that date, who remain Serving Officials entitled to Cash in Lieu on the same basis, will continue to receive their previous rate until 30 September, 1985. If they are authorised to receive Cash in Lieu thereafter, it will be at the standard rate then ruling. Serving Officials who become Beneficiaries, and new Beneficiaries, will receive the appropriate standard rate immediately. Table A below summarises all this. **(12)** Appendix 4 to this Instruction sets out the rates which will apply to the various categories of Concessionaire in each Wage District until the standard rate becomes payable.
61. If any Concessionaire receiving Fuel on 30 September 1983 subsequently becomes entitled to Cash in Lieu, he will receive the standard rate then ruling, not any higher rate which might have been applicable had he been receiving Cash in Lieu before 1 October, 1983.

Coal Fired District Heating Schemes: Clause 27

62. The Agreement is drawn up so as to provide Cash in Lieu under the district heating provision only where the system is wholly coal-fired. However the intention is not to exclude schemes which are largely but not totally coal-fired: hence, if coal provides only a proportion of the heat input to the scheme, that same proportion only of the entitlement should be paid. Marketing Department will provide the necessary information.
63. District Heating Schemes have been known to be heavily subsidised. It is not the intention to pay Cash in Lieu in excess of the heating costs actually imposed on the Concessionaire. In any case where there is doubt, inquiries should be made to check that appropriate bills are being submitted and paid; or where an all-in rent or service charge is made, that includes the cost of the heating provided.

Cash in Lieu and Social Security Benefits

64. Cash in Lieu payments to Serving Officials and their Beneficiaries are, by long-standing extra-statutory concession by the Inland Revenue, not subject to income tax. But they are taken into account, unlike Concessionary Fuel supply, in assessment for Social Security benefits such as Supplementary Benefit. Consequently a Concessionaire in receipt of a Social Security benefit of this type is liable to suffer a reduction in his total income on changing to Cash in Lieu: he ceases to receive Concessionary Fuel, which diminishes his income in kind; and his cash income from the DHSS or the Local Authority is reduced by up to the amount of his Cash in Lieu receipts. New applicants for Cash in Lieu should be advised of this risk - which would equally apply should they become eligible for Social Security benefits after having changed to Cash in Lieu.

(11) See notes against Clause 29 (a) and (b) of the Schedule.

(12) Table A dealt with transitional provisions and has been omitted.

Other payments of cash

65. There will be no other payments of cash made to Concessionaires under the Agreement. In particular there will be no payments for any part of an entitlement not taken or fuel surrendered. Nor will there be any reduction of any charges, or provision of other goods or services, in return for surrendering any part of a fuel entitlement (other than as set out in Appendix I to the Agreement).

TRANSFERS AND CONVERSIONS

Prior Authorisation: Clause 28

66. A Concessionaire who intends to seek Cash in Lieu is obliged to obtain written authorisation of it from the Corporation before moving house or converting his heating so as not to be able to use solid fuel. This applies to people seeking to establish a medical claim to Cash in Lieu: moving to a home heated by a coal-fired District Heating Scheme does not count as 'precluding the use of solid fuel'.

Accommodation physically impossible to convert to solid fuel: Clause 41

(i) Serving Officials

67. Other things being equal, Serving Officials enjoying Cash in Lieu immediately before 1 October 1983 and living in accommodation which is physically impossible to convert to use solid fuel will remain entitled to Cash in Lieu. The situation in mind is that of a high-rise block of flats, where the conversion of the structure to provide the necessary chimney facilities for a single flat would be quite impracticable. This provision does not apply to difficulties in converting associated with the terms on which the occupier holds the accommodation, as where a landlord will not give permission to convert to solid fuel. Refusal of permission will normally be contrary to the Housing Act 1980. Nor does the provision apply simply because conversion to solid fuel would involve expense, as for example where it is necessary to install a chimney or strengthen a floor.
68. If a person in this category moves to new accommodation, he will lose entitlement to Cash in Lieu. People who live in accommodation which is impossible to convert and become entitled to Concessionary Fuel on or after 1 October, 1983, or who after that date move into different accommodation which is impossible to convert, will not be entitled to Cash in Lieu.

(ii) Beneficiaries

69. Other things being equal, Beneficiaries enjoying Cash in Lieu immediately before 1 October 1983 will remain entitled, even if their accommodation could be converted without difficulty.

House transfer or heating system conversion

70. It is implicit in the Agreement that no entitlement to Cash in Lieu arises where a Concessionaire is moved by his landlord to different accommodation which cannot burn solid fuel, nor where the landlord converts the heating of the existing accommodation to other than solid fuel. This is no deliberate contrast with the NSFA, which provided that where such transfers or conversions were compulsory, an entitlement to Cash in Lieu would arise. The intention is to encourage the use of solid fuel. It should also be noted that compulsory transfer or conversion could be taken as falling foul of the Housing Act 1980.
71. Cases of this type virtually always occur in respect of local authority housing, and in Housing Authorities in mining areas where the industry is well represented. Therefore Areas should, in conjunction with the Association, take steps to ensure that this situation does not arise. The first point to be made is that a community which benefits in terms of employment and rates from the presence of the industry should go out of its way to encourage the proper use of the industry's products, rather than the opposite. Another point is that it is wholly incompatible with good housing management practice not to offer local authority tenants a genuine choice of accommodation and heating system, and compulsion in this matter should not arise. A third point is that the value of an entitlement to Concessionary Fuel is not deducted from any entitlement to Supplementary Benefit or similar Social Security assistance, but Cash in Lieu is: consequently, compelling needy Beneficiaries to abandon Concessionary Fuel makes them worse off. Compulsion in these matters is contrary to the spirit, and perhaps also the letter, of the Housing Act 1980. Should a Housing Authority refuse to relent, Headquarters should be consulted as to whether there are any legal means to prevent compulsion of the tenant by his landlord.

72. If a tenant Concessionaire is moved from his solid fuel-heated home temporarily, while it is being rehabilitated, to accommodation not heated by solid fuel, then Cash in Lieu will not be provided in respect of that period. Entitlement to fuel will continue.

MEDICAL REASONS: Clause 27

73. It is important that the Agreement is not brought into disrepute, and the industry's financial and market position worsened, by allowing Cash in Lieu in cases where it is not necessary: equally, the Agreement must not be brought into disrepute and Serving Officials and Beneficiaries deprived of what they need and is their due, by not allowing Cash in Lieu in cases where the Agreement provides for it.

Different Types of Medical Condition

74. There are two types of medical condition which can, if sufficiently severe, qualify someone to receive Cash in Lieu. First, those which make it impracticable to handle solid fuel. Second, those which mean that the use of solid fuel is injurious to health. They differ not only medically, but in the ways they can be assessed for the purpose of determining entitlement to Cash in Lieu.

(i) Difficulty in Handling Solid Fuel

75. The handling of solid fuel can be made impracticable by a variety of medical conditions (in certain degrees of severity). They include loss of limbs, paraplegia, gross rheumatoid or osteo-arthritis, severe forms of Parkinson's disease, very high blood pressure. It is in this category that it is expected the higher the proportion of Cash in Lieu allowances for the elderly rather than for the young will arise. (Handling difficulties related to dust, as opposed to those related to weight, are discussed in paragraphs 79 to 82 below).
76. It is intended that professional medical examination or certification will generally not be called for to assess applications under this head. For another person than the sufferer to assess the severity of conditions of this type is difficult and, even for doctors, essentially subjective. The criterion under the Agreement is that the handling of solid fuel, in the modest quantities involved in re-fuelling a domestic appliance, is impracticable and/or injurious to health; and this applies to all members of the household. If this is the case, it follows that the people concerned are unable to cope with normal shopping and many domestic tasks. Where the household of someone applying on this ground appears to be conducting an otherwise normal life-style, the application should be questioned. Correspondingly, where the life-style of the household is confined in the way associated with chronic disability of this sort, the application should be granted. Further, where appropriate, the applicant should be assisted to find other help, as from the Social Services Authority.

(ii) Use of Solid Fuel Injurious to Health

77. It is most uncommon that the use of solid fuel, in an appliance which is properly installed, maintained and operated, is injurious to health.
78. Where injury to health is claimed on the ground of 'fumes', the problem will generally lie in the installation or use of the appliance. In such cases, technical assistance should be provided to deal with the difficulties. If the applicant continues to complain of fumes after acting on appropriate technical advice then Scientific Control should be asked to investigate the nature and source of any emissions. Where the installation of a new appliance is required to eliminate the problem, a Housewarming Scheme loan should be provided for this, rather than Cash in Lieu, would involve comparable costs in terms of (say) a new gas boiler, or moving house, or high electricity bills, it will also be appropriate to ask Beneficiaries to install a new solid fuel appliance to meet difficulties of this type.
79. While they are uncommon, there are certain medical conditions which may have the consequence that the use of solid fuel is injurious to health. It is possible for someone to be allergic to (say) coal and coke dust. The acute phases of certain chronic and widespread skin conditions, such as psoriasis, can render impracticable the handling of dusty substances such as solid fuel.
80. In the case of allergies, scientific tests e.g. the 'patch test' can establish the fact of the allergy and the conditions under which it is evoked. These will not always require the abandonment of solid fuel, as for example if someone other than the sufferer can handle the fuel or if a different type of solid fuel would avoid the difficulty. Medical evidence will be relevant in such cases.

81. In the case of skin conditions, it will normally be possible for solid fuel to be used if there is another member of the household who can handle it. In the absence of such a person, medical evidence is likely to be required only on specific points, such as whether the condition would be aggravated by handling solid fuel and whether it is expected to respond to treatment. Medical evidence of the existence and severity of conditions of this type will not normally be required, since these will be obvious in any case where Cash in Lieu would be appropriate.
82. (a) Should medical conditions which prevent the use of solid fuel, outside the types mentioned, come to light, Headquarters should be informed so that any national implications, in terms of (e.g.) warning to Area Medical Officers or re-design of appliances, can be dealt with.

Administrative Procedures

(i) Serving Official

83. It is envisaged that the number of Serving Officials qualifying for Cash in Lieu under the Agreement will be minimal: if a person is not fit enough to use solid fuel, it must be in doubt whether he is fit enough to work. In virtually all Serving Officials cases the person and his medical condition will already be known to the colliery and the Corporation's Medical Service.

(ii) Beneficiaries claiming under 'use injurious to health'

84. The procedure will depend on the medical condition giving rise to the claim.

(iii) Elderly or Infirm beneficiaries claiming under 'inability to handle'

85. Where the applicant is over 65 or a Sickness Case or a Compensation Case, and any other members of his household are over 65 or known to be infirm, then a visit at home, to confirm the position and check that other appropriate services are being provided, will suffice. If this cannot be arranged, then confirmation of the position on the lines of paragraph 76 should be sought from a suitable third party.

(iv) Other Beneficiaries claiming under 'inability to handle'

86. There are an increasing number of fit Beneficiaries under 65 years of age. There should be no predisposition in favour of applications for Cash in Lieu from them simply because they are no longer Serving Officials.
87. When a Beneficiary under 65 with no prior evidence of ill-health indicates he wishes to be considered for Cash in Lieu on grounds of 'inability to handle' he should be visited at home. The basis of the claim should be discussed and the conditions of eligibility carefully explained. If he wishes to pursue the claim he should then complete an application form as at Appendix 5.

(v) Members of Concessionaire's Household

88. The Agreement does not allow for the provision of Cash in Lieu where a member of the Concessionaire's household finds the use of solid fuel injurious to health. However, in clear cases where the use of any kind of solid fuel would be injurious (as in paragraphs 79 to 81) to the health of a dependent member of the Concessionaire's immediate family, then Cash in Lieu may be authorised.

MISCELLANEOUS PROVISIONS

Over-delivery: Clause 32

89. BCC Areas will ensure that those administering Concessionary Fuel are informed promptly of events - 'Material Changes in Circumstances' - terminating or varying entitlement to Concessionary Fuel.

Multiple Entitlements: Clauses 33 - 36

90. The principles underlying these Clauses are that there may not be more than one entitlement per death, per individual or per household; but that where apart from this more than one might exist, the one selected to operate shall be the most favourable to the recipient. The others do not cease permanently, but are held in abeyance. These Clauses follow NSFA, but with simpler phrasing, and with one amendment to reflect the extension of coverage to joint occupiers.

TRANSITIONAL PROVISIONS

Old Concessionaires: Clauses 38 - 45

91. These Clauses answer the questions which arise:

'Is the individual entitled to benefit?' (Clauses 38 and 39).

(if so)

'What level of entitlement does he enjoy?' (Clauses 38 and 39)

'What provisions govern duration and cessation?' (Clause 44)

'What provisions govern other aspects of the entitlement?' (Clause 45)

Assimilation to the Agreement of quasi-householders, sub-tenants and other descriptions of smaller entitlement: Clause 38

(i) From NSFA

92. The main levels of entitlement under the NSFA, 'householder' and 'quasi-householder', correspond to the equivalent terms used in the Agreement. The application of Clause 38 is therefore straight forward.

(ii) From Area Coal Agreements

93. The assimilation of people receiving Concessionary Fuel under Area coal agreements is more complex. The great majority of Area coal agreements provided for more than one level of entitlement. The first and highest level of entitlement would be for 'householders': the second level of entitlement would be for people whose accommodation or family status did not fully meet the criteria which defined 'householder'. These were generally called 'sub-tenants'. In certain instances there were more than two levels of entitlement.

(a) 'Householders' on Coal

94. Most Area coal agreements did not provide exact definitions of either 'householder' or 'sub-tenant'. It is likely that in practical terms the great majority of people classified as 'householders' under Area coal agreements will have conformed to the definition of Householder in the Agreement, since the usual requirements of the accommodation being self-contained, the tenure being formalised as ownership or tenancy, and the concessionaire to have been married or with equivalent obligations, will work out generally to accommodation arrangements corresponding to the Agreement's Householder definition. Accordingly if someone was treated as a 'householder' under a Former Fuel Agreement, that decision will not be reopened in implementing the Agreement. This rule, of not reopening decisions validly taken under the agreement which applied at the time, applies only so long as the individual remains in the same accommodation. If someone was classified as a 'householder' although in accommodation not conforming to the Agreement definition of Householder and after 1 October, 1983 moves to similar accommodation which does not conform to the Agreement definition, then his qualification and level of entitlement as a whole should be re-assessed under the terms of the Agreement (with the exception covered in Clause 42).

(b) 'sub-tenants' etc. On Coal

95. We can assume that the term 'householder' under the Area Coal agreements is sufficiently close to the Agreement definition of Householder for them to have closely similar practical effect. The secondary level of entitlement, generally known as 'sub-tenant', is more problematic. One NACODS Area had secondary entitlement for beneficiaries. The agreement for another provided for three levels of secondary entitlement for beneficiaries, although only one has been used recently. Certain Area coal agreement specified no accommodation conditions for the secondary entitlement. This impression poses two problems. First, what should the level of each NACODS Area's secondary (i.e. Quasi-holder) entitlement be over the transitional period, in tonnes per year? This is discussed in paragraph 96. Second, to which level of entitlement under the Agreement (Householder, Quasi-householder or Sub-householder) should we assimilate Old Concessionaires previously on the secondary entitlement under their Former Fuel Agreements? This is discussed in paragraph 97.

(c) Derivation of Levels of Entitlement to Coal for Quasi-Householders

96. After the transitional period, the Quasi-householder entitlement is 6.00 tonnes per year for Serving Officials and 3.40 tonnes per year for Beneficiaries, two-thirds of the Householder entitlement. This fixes the end-point, and means that the problem of deciding the level of the secondary entitlement, NACODS Area by NACODS Area, applies only to the transitional period. The rule adopted is to start from the level of the secondary entitlement under the Area Coal Agreement in all cases where a single one exists, and to phase to the final level over the corresponding transitional period. Where no secondary entitlement was provided (Yorkshire), or there were several secondary entitlements under the Former Fuel Agreement (Midlands), the Quasi-householder entitlement during the transitional period is derived as two-thirds of the corresponding Householder entitlement. The calculated levels of entitlement for the transitional period have been rounded to the nearest 50kg. The levels of entitlement set out in Appendices I, II, and III to the Agreement have been derived on this basis.

(d) Assimilation of 'sub-tenants' etc. to Quasi-householders

97. Those old Beneficiaries in Yorkshire who are Quasi-householders but who have been enjoying the 'householder' level of entitlement will, by virtue of Clause 38 and paragraph 94, be assimilated to the Householder entitlement under the Agreement until a Material Change in their circumstances. New Quasi-householder entitlements in that NACODS Area under the Agreement will be at the Agreement level of 3.40 tonnes, which is also two-thirds of the corresponding Householder entitlement.
98. All other Old Concessionaires who are on secondary entitlements will be assimilated as provided by the line 'quasi-householder or equivalent status' in the Table of Clause 38. This will involve a reduction in the level of entitlement of Concessionaires in this category in the Midlands and Leicestershire with effect from 1 October, 1984. The Concessionaires to whom the third line in that Table, 'Other', applies are those where a clear 'tertiary' entitlement operated under the Former Fuel Agreement, as with 'lodgers' in Scotland; or where an entitlement at a clearly lesser level than the secondary entitlement for the NACODS Area was awarded under special provisions.

Beneficiaries in Full-Time Employment on 30 September, 1983: Clause 42

99. Certain Former Fuel Agreements allowed certain types of Beneficiary to continue to receive Concessionary Fuel in circumstances where the Agreement would suspend their entitlement, and certain Former Fuel Agreements suspended entitlement temporarily in circumstances where the Agreement would terminate in permanently. The Transitional Provisions of the Agreement provide that a Beneficiary in these classes who is in Full Time Employment on 30 September, 1983 will not lose his entitlement, since the provisions of the Former Fuel Agreement will continue to govern his case in respect of duration and cessation of entitlement. But if such a Beneficiary ceases the employment he was then engaged in, those Transitional Provisions will cease to apply: if he subsequently takes up Full Time Employment again, the relevant provision of the Agreement will apply. Similarly, if a Beneficiary in one of those Districts who are not in Full Time Employment on 30 September, 1983 subsequently takes up Full Time Employment, the Agreement will apply.

RETROSPECTION

(i) Quantity of Fuel

100. Agreement will create no entitlement to Concessionary Fuel in respect of periods before 1 October, 1983. Any new qualifications to entitlement, and any higher levels of entitlement, will start at 1 October, 1983 at the earliest. There are no exceptions to this rule.

(ii) Qualification without prior entitlement

101. There are two exceptions to the general rule that no one who was a Former Official or a Widow immediately before 1 October, 1983, and who was not then entitled to Concessionary Fuel under a Former Fuel Agreement, will have an entitlement created by the Agreement. The first concern Compensation and Sickness Cases; the second concerns certain Widows of men who died through industrial accident or disease.

(a) Sickness Cases: Clause 47

102. The first exception is that a Compensation or Sickness Case who ceasing to be a Serving Official before the 1 October, 1983 and had the qualification for a life entitlement for a Compensation or Sickness Case as appropriate under the Agreement but not under the relevant Former Fuel Agreement will qualify for an entitlement to Concessionary Fuel provided he has not worked at all since his retirement and otherwise qualifies under the Agreement. Cash in Lieu may be authorised where he qualifies under Clause 27 on or after 1 October, 1983. Any entitlement under this provision will commence from 1 October, 1983 or from the date eligible individual's application is received, whichever is the latter. No entitlement under this provision will arise for widows in instances where the Compensation or Sickness Case had died before 1 October 1983.

(b) Widows of men who died as a result of industrial accident or disease

103. The other exception concerns widows of men who died before 1 October 1983, either in service as a result of industrial accident, or after leaving the industry as a Compensation Case, and whose death certificate stated they died as a result of the industrial accident or disease by reason of which they ceased worked within the industry. Where such a Widow had not worked at all since widowhood and had not remarried, if her husband was in receipt of Concessionary Fuel when he ceased employment in the industry, and if on the 30 September 1983 she was using solid fuel for her domestic heating, she will qualify for an entitlement to Concessionary Fuel under the Agreement provided she otherwise qualifies under the Agreement. Cash in Lieu may be authorised where she qualifies under Clause 27. on or after 1 October 1983.

OTHER TRANSITIONAL PROVISIONS

Material Change in Circumstances

104. Material Change in Circumstances means any change in a Concessionaire's circumstances relevant to his qualification for, or level of, or conditions of, entitlement. It can include -
- ceasing, resuming, or starting employment or business on one's own account;
 - moving house;
 - changing domestic heating arrangements (e.g. installing gas central heating);
 - adapting one's house (e.g. extending it by a room);
 - changing tenure arrangements (e.g. entering into joint ownership with a son);
 - changing household composition (e.g. a son working other than in mining returning to live with his divorced mother; or taking in lodgers so that the Concessionaire's household uses fewer rooms);
 - change in health;
 - marriage (for a Widow).

Changing from one form of solid fuel to another - say from coal to Phurnacite - does not count as a Material Change in Circumstances. By its definition, any Material Change in Circumstances makes it necessary to reassess the Concessionaire's entitlement. Some Concessionaires will continue to receive benefit after the effective date of the Agreement wholly or partly under the terms of a Former Fuel Agreement. When a Material Change in Circumstances occurs to such a Concessionaire, this will cease: Any Material Change in Circumstances results in the full assimilation to the terms of the Agreement of any Concessionaire previously receiving benefit wholly or partly under the terms of a Former Fuel Agreement. There is one general and three specific exceptions only to that rule. The general exception is that no re-assessment under the Agreement will increase the duration of an entitlement. The three specific exceptions are set out in Clause 41 to 43.

Coal Pools

105. Coal Pools will cease to exist at 1 October 1983. Where a Coal Pool is in deficit at that date, no action will be taken to recover that deficit. Where a Coal Pool is in surplus at that date, that part of the surplus ascribable to employees' contributions may be distributed ex gratia on a basis agreed locally, provided that no new continuing entitlements are created and that no cash payments are made.

Statement of Entitlement

106. Where Areas judge it to be valuable, they should prepare a Statement of Entitlement for Beneficiaries who are entitled to Concessionary Fuel immediately before the effective date of the Agreement and whose Concessionary Fuel position may give rise to present or future confusion. The Statement of Entitlement will set out the Beneficiary's entitlement, and that of his Widow where appropriate, in terms of the amount of fuel and the conditions governing its duration, and any other conditions attaching to his entitlement specific to him and beyond or in contrast with those in the Agreement, together with the requirements as to notification of Material Changes in Circumstances, including changes of accommodation, and as to the prohibition of illicit disposal of Concessionary Fuel.
107. Copies of this Statement of Entitlement and any subsequent revisions will be sent to the Beneficiary. He should be asked to raise any questions about the content of the Statement of Entitlement within one month of receipt. In the absence of such approach, or once the position has been agreed, the Statement will be treated as decisive if any subsequent question about the terms of entitlement of that Beneficiary or his Widow arises.
108. This is intended especially to minimise future controversy and administrative work, by obtaining comprehensive and agreed statements of the level, duration and other conditions of entitlement of those Concessionaires some of whose terms are governed by statutory protected rights.
109. Areas should also consider furnishing Statements of Entitlement to Beneficiaries with suspended entitlements, such as Former Officials in Full Time Employment, since the Agreement may in certain cases affect their future decisions and they have a right to know the full facts before they come to decide.

LEVEL OF ENTITLEMENT

Solid Smokeless Fuel: Appendix IV

110. Levels of entitlement to Solid Smokeless Fuel are set out at Appendix IV.(3)

Levels of entitlement other than in Appendices

111. Certain recipients of Concessionary Fuel will not receive one of the levels of entitlement detailed in the Appendices to the Agreement, namely those receiving larger amounts under a customary practice entitlement under the Coal Industry Nationalisation Act; their levels and conditions of entitlement will continue unchanged.

Non-Spouse joint occupiers and 'other adult dependants'

112. The extension to include parent/offspring and brother/sister joint occupiers, but on a lesser entitlement, together with the explicit inclusion of the possibility of an 'other adult dependent' being granted the Widow's entitlement (paragraph 15 above), could lead to an anomaly. For example, if a Official was joint owner of a house with his sister, he would receive a Beneficiary Quasi-householder level of entitlement. If he died and she was granted a Widow's entitlement under the 'other adult dependent' provision, she would appear to qualify for a full householder level of entitlement. In such circumstances, the secondary entitlement should not exceed the proceeding one i.e. in this case, the Beneficiary Quasi-householder level.

(3) *Amended with effect from 1st April 1993*

Part Periods: Clauses 30 and 31

113. The NSFA expressed part periods in terms of nearest whole months, and awarded entitlement in corresponding twelfths. Since the new levels of entitlement do not divide exactly by twelve, the Agreement adopts the principle of direct proportionality. Time will be reckoned in terms of nearest whole weeks. For example, in the case of a part period of five weeks, the NSFA would have awarded 8.333% of the annual entitlement while the New Agreement would award 9.615%. **(13)**

(13) Paragraphs 114 - 120 dealing with transitional arrangements have been omitted.

APPENDIX 1

Application for National Ruling or Interpretation of National Concessionary Fuel Agreement

1. Agreed Facts.
2. Association's interpretation of the application of the National Concessionary Fuel Agreement.
3. Corporation's interpretation of the application of the NCFA.
4. We submit the above difference of interpretation to Corporation and Association nationally for a decision.

For the Association:

For the Corporation

Signed:

Signed:

Position:

Position:

Date:

Date:

5. Agreed National decision.