

**HANDBOOK OF TERMS AND CONDITIONS OF EMPLOYMENT
MINEWORKERS**

SECTION 2

PART H

SUB-SECTION H13

CONCESSIONARY FUEL

29th NOVEMBER 1983

NOTE: The 1983 National Concessionary Fuel Agreement is contained in the Memorandum of Agreements, Book XLI.

**NATIONAL CONCESSIONARY FUEL AGREEMENT
FOR MINeworkERS, COKEWORKERS, AND WEEKLY
PAID INDUSTRIAL STAFF AND THEIR BENEFICIARIES**

1. The National Concessionary Fuel Agreement of 29 November 1983 provided that mineworkers, cokeworkers and their beneficiaries, are entitled to concessionary fuel. By an Agreement dated 2 March 1984 Weekly Paid Industrial Staff and their beneficiaries were incorporated into the provisions of the 1983 Agreement.
2. Subsequently discussions took place between the Corporation, the NUM and the UDM concerning certain amendments to the National Concessionary Fuel Agreement.
3. The Corporation, and the Unions wished to increase the quantity of smokeless fuel available under the concessionary arrangements to beneficiaries.
4. In addition, the Corporation and the Unions wished beneficiaries to be supplied with coal free of charges for bagging and delivery.
5. Furthermore the Corporation and the Unions wished to reduce the amount of cash in lieu of concessionary fuel to qualifying persons.
6. The consequent amendments to the 1983 Agreement to bring about the required changes were agreed and set out in correspondence between the Corporation and the Unions. Letters accepting the changes dated 14 October, 1988 from the UDM and 16 November, 1988 from the NUM are appended. The changes are incorporated into the Schedule.
7. In August 1992 the Corporation ceased producing Sunbrite which necessitated changes to the way in which smokeless fuel entitlements were assessed.
8. Furthermore the Corporation and the Unions wished to remove some of the more contentious issues that have arisen, namely to extend the protection for concessionaires in receipt of the old rates of cash in lieu, suspend rather than terminate entitlements for Sickness cases and Widows who take up employment and introduce a cash in lieu allowance for concessionaires who, due to poor health, are forced to move in with relatives or into a nursing home.
9. The provisions of the attached Schedule incorporate the agreed changes to the Schedule of the National Concessionary Fuel Agreement and the attached Schedule will supersede the Schedules to the Agreement for Mineworkers, Cokeworkers, and their Beneficiaries made 29 November 1983 (hereinafter called 'The 1983 Agreement') and the Schedule to the Agreement of 2 March, 1984 (hereinafter called 'The 1984 Agreement'), which incorporates Weekly Paid Industrial Staff into the 1983 Agreement.
10. Nothing in these revised arrangements shall detract from the entitlements to concessionary coal which exists under Section 37 of the Coal Industry Nationalisation Act, 1946.
11. Unless stated otherwise, the provisions of the Schedule shall have effect from the First day of December 1993 or the First day of April 1993.

UNION OF DEMOCRATIC MINeworkERS
THE SYCAMORES
MOOR ROAD
BESTWOOD
NOTTINGHAM
NG6 8UE

*Telephone Nottingham 763468
Fax 0602 763474*

Our Ref: JJL/AMK/HJB/C8/1

14th October, 1988

Mr. A. Sedgwick,
Industrial Relations Department,
British Coal Corporation,
Hobart House,
Grosvenor Place,
London. SW1X 7AE.

Dear Mr. Sedgwick,

NATIONAL CONCESSIONARY FUEL AGREEMENT : AMENDMENTS

Further to your letter dated 26th September, 1988 concerning the Joint Agreed Note for the National Concessionary Fuel Agreement Amendments, we formally accept the contents of the correspondence.

Yours sincerely,

J.J. Liptrott
BEM General Secretary

NATIONAL UNION OF MINEWORKERS

**ST JAMES' HOUSE, VICAR LANE
SHEFFIELD, SOUTH YORKSHIRE S1 2EX**

President: A. SCARGILL

Secretary: P.E. HEATHFIELD

Telephone: 0742 766900 Fax: 0742 766400

Our Ref: NO31/MC/LC/1R/88

16th November, 1988

Mr. K. Hunt.
Industrial Relations Director,
British Coal,
Hobart House,
Grosvenor Place,
London. SW1X 7AE.

Dear Mr. Hunt,

National Concessionary Fuel Agreement

I write to inform you that my National Executive Committee, at their meeting on 10th November, 1988 considered that your imposition of 16th August, 1988 left them with no alternative but to accept the revised cash in lieu proposal of 9th November, 1988. In addition, they approved the draft Joint Agreed Note making amendments to the NCFA 1983 and if you will now provide me with copies I will send it down the Union's channels.

Yours sincerely,

P.E.Heathfield,
SECRETARY

NATIONAL CONCESSIONARY FUEL AGREEMENT

THE SCHEDULE

CONTENTS

PARTS		CLAUSES
1.	Scope and Definitions	1 - 3
2.	General Conditions of Entitlements	4 - 6
3.	Duration and Cessation of Entitlements to Concessionary Fuel	7 - 15
4.	Supply of Concessionary Fuel	16 - 25
5.	Cash in Lieu	26 - 29
6.	Miscellaneous Provisions	30 - 36
7.	Transitional Provisions	37 - 49

APPENDICES

I	Coal Entitlements : Serving Workers
II	Coal Entitlements : Former Workers
III	Coal Entitlements : Widows
IV	Smokeless Fuel Entitlements
V	Exceptional bagging and delivery arrangements

PART 1

SCOPE AND DEFINITIONS

Scope

1. This Schedule applies to all Mineworkers, Cokeworkers, Weekly Paid Industrial Staff 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 of their subsidiaries where Mineworkers, Cokeworkers or Weekly Paid Industrial Staff are employed;

'the Union' means the National Union of Mineworkers or the Union of Democratic Mineworkers as appropriate

'Mineworker' means a worker in the coalmining industry employed by the Corporation and specifically excludes:-

- (a) Weekly Paid Industrial Staff
- (b) industrial workers of the classes set out in the Appendix to the Increase in Wages Agreement dated 18th December, 1947
- (c) canteen and snack bar personnel, and
- (d) overmen, deputies and shotfirers

Provided that workers in the coalmining industry whose employment by the Corporation or their predecessors ceased prior to the effective date of the Conciliation Scheme shall be regarded as Mineworkers if they would have been subject to the decisions of the Scheme had they continued in the same employment;

'Cokeworker' means a worker employed by the Corporation and subject to the decisions of the Conciliation Scheme for the Coke and By-Product Group of Ancillary Undertakings in the Coalmining Industry, and specifically excludes;

- (a) Weekly Paid Industrial Staff, and
- (b) canteen and snack bar personnel

Provided that workers in the coke and by-product industry whose employment by the Corporation or their predecessors ceased prior to the effective date of the Conciliation Scheme shall be regarded as Cokeworkers if they would have been subject to the decisions of the Scheme had they continued in the same employment;

'Weekly Paid Industrial Staff' means the employees in the coalmining industry or the coke and by-product industry employed by the Corporation whose pay and conditions of service are regulated by the Terms and Conditions of Service Agreement of 1st May, 1968 or that of 1st September, 1965.

'Serving Worker' means a Mineworker, a Cokeworker or a member of the Weekly Paid Industrial Staff;

'Retired Worker' means

- (a) a person who has retired as a Serving Worker from the service of the Corporation or their predecessors at the Normal Retirement Age; or
- (b) a person who has retired as a Serving Worker from the service of the Corporation under the BCC Voluntary Early Retirement Schemes;

'Redundant Worker' means a person who is no longer a Serving Worker 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 1986; 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 Worker; 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 Worker from the service of the Corporation under the incapacity retirement provision of the Mineworkers Pension 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 Worker' means a Retired Worker, a Redundant Worker, a Compensation Case or a Sickness Case;

'Supporting Son' means a Serving Worker who is the son either

- (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 Worker 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 any aged or infirm parent or parents whose Supporting Son has died;

'Worker's Widow' means the Widow of a Serving Worker or of a Former Worker;

'Widow' means a Worker's Widow or a Supported Parent;

'Normal Retirement Age' means, for a Retired Worker, the age at which the Serving Workers of his age and bargaining group retired 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 due or is due to become payable to him.

'Beneficiary' means a Former Worker 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 Worker or Beneficiary) Taking Concessionary Fuel (or Cash in Lieu)' means a person, as appropriate, who was immediately before the effective date of the 1983 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 the 1983 Agreement of a Former Worker 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 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 the 1983 Agreement;

'Householder' means a person

- (a) 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
- (b) being either:-
 - (i) the occupier of the accommodation; or
 - (ii) a married person who with his spouse, is the joint occupier of the accommodation; or
 - (iii) 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:-

- (c) residing in accommodation which comprises two 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 (i) or (ii) or (iii) above; or

a person satisfying (a) 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

- (e) 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;

'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;

'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;

(1)

'Pearls' means selected washed sized bituminous coal intended for use on a Coalflow appliance;

'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 1 October, 1983 (the effective date of the 1983 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;

'The 1984 Agreement' means the National Concessionary Fuel Agreement for Mineworkers, Cokeworkers, Weekly Paid Industrial Staff and their Beneficiaries of 2 March 1984, effective from 1 October 1983;

'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;

'Fuel Year' means the Corporation's Financial Year;

'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.

(1) *Reference to Sunbrite deleted from 1st April 1993*

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 Worker or becomes a Former Worker 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 Worker or a Widow before the effective date of the 1983 Agreement, or was otherwise in receipt of Concessionary Fuel or Cash in Lieu immediately before the effective date of the 1983 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 if appropriate.
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 Workers; and
- (ii) all persons becoming Former Workers 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 Worker 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 Worker 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 Worker 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 so receiving but for the operation of Clause 35, or exceptionally unless it can be shown he had been receiving benefit under this Agreement, the 1983 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 Worker or a Former Worker under this Agreement or would have been so receiving but for the operation of Clause 35, or exceptionally unless it can be shown that he had been receiving benefit under this Agreement, the 1983 Agreement or a Former Fuel Agreement for a substantial part of his service in the industry and any subsequent retirement.

Retired Worker

- 11. A Retired Worker 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 Worker

- 12. A Redundant Worker will be eligible for an entitlement under this Agreement for 26 weeks after the termination of his employment by the Corporation, provided he does not accept other employment.

A Redundant Worker made redundant at age 60 or over will be eligible to a life entitlement providing he meets the qualifications required of a Retired Worker, save for age.

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 worker, he will be treated for the purpose of this Agreement as if he were a Retired Worker.

Entitlement will cease permanently for those Sickness Cases with a short term entitlement who enter into business on their own account or take 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. Should the entitlement be in suspension, due to Full-Time Employment or due to the Beneficiary being in business on his own account when he reaches age 60, the entitlement will remain in suspension until he ceases Full-Time Employment or ceases trading.

(2)

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 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 any Widow will cease permanently if the Widow remarries, and in the case of a Single Parent, as defined in Clause 2 above, when her children cease to be dependent on her.

The entitlement of a Widow will cease permanently if the widow has a short term entitlement and enters into or continues in business on her own account or takes up or continues in Full-Time Employment. 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. (2)

(2) Amended with effect from 1st December 1993

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 or Pearls, 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 or Pearls, 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 Workers, Appendix II for Former Workers and Appendix III for Widows.
18. (a) Except as otherwise provided in this Agreement, it is the responsibility of Serving Workers 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 Union 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. Where the 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. The only exceptions to these provisions are as set out in Appendix V to the Schedule.
18. (b) From 1 October 1989 the Corporation will assume total responsibility of organising deliveries of coal (and bagging as appropriate) at no cost to the Beneficiary.
18. (c) Home Coal Delivery Schemes whose work-force are employed directly by the Union will be allowed, where they are not fully competitive with other merchants delivery costs, a period of five years commencing October 1989 during which time their prices will be frozen. Other Home Coal Delivery Schemes where the Union's responsibility is limited to the letting of contracts will be taken over by the Corporation when the present contracts expire.
19. A charge may, by agreement between the Corporation and the Union 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. Concessionaires aged over 80 will receive an extra 50kg of Solid Smokeless Fuel in addition to the entitlement levels set out in Appendix IV. Solid Smokeless Fuel will be delivered by the Corporation, in bags.(1)
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 only be re-introduced at the same tonnage entitlement as was available to concessionaires at the time of its withdrawal.(1)

(1) Reference to Sunbrite deleted from 1st April 1993

21. (b) Where a Solid Smokeless Fuel is to be added to the list of fuels available to concessionaires, the tonnage entitlement of that 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.(1)

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 Union 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 Concessionaire 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 Concessionaire has taken during one Fuel Year the maximum practicable amount, a Serving Worker may carry forward the undelivered fraction to the following Fuel Year entitlement. With effect from the start of the 1988/89 Fuel Year a Beneficiary may not carry forward any undelivered amount of his entitlement from one Fuel Year to the next.
24. No persons residing outside Great Britain, Northern Ireland or Isle of Man will be entitled to Concessionary Fuel. No persons residing outside Great Britain will be entitled to Cash-in-Lieu in any circumstances.
25. If a beneficiary 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 parent unit are normally supplied until 1 April 1993. Thereafter Solid Fuel entitlements whether for Coal or Solid Smokeless Fuel will be assessed on a national weighted average cash value divided by the local merchants current price to set the entitlement level for each individual Concessionaire.(1)

(1) *Reference to Sunbrite deleted from 1st April 1993*

PART 5

CASH IN LIEU

26. Any person who is entitled to Concessionary Fuel under the terms of this Schedule (excluding those Concessionaires residing in Northern Ireland or Isle of Man) 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. (3) 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; 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.
- 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 Union.
28. The Corporation may not pay Cash in Lieu to a Concessionaire who moves house or whose domestic heating arrangements are altered, for any reason, 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 17 August 1988 whether by virtue of being a new applicant or an existing Cash in Lieu recipient re-applying due to a Material 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 rates to the Householder rate remain constant at two-thirds and one-third throughout all Cash in Lieu payments.)
- (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 overtaken 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

- (c) For Concessionaires in receipt of Cash in Lieu prior to 17 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.

-
- (3) *From 27 March 1988 where a Former Worker or Widow qualifies for Cash in Lieu under Clause 27(b) or 27(a) 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 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. From 1 December 1993 Cash in Lieu will be payable, in the same circumstances and when moving into a nursing home at an equivalent rate to that of the sub-householder. Otherwise all other provisions of the NCFA will apply.*

- (d) A Concessionaire in receipt of the £360/£240/£120 Cash in lieu rates will on re-assessment of his entitlement following a Material Change in Circumstances will remain entitled to the rates £360/£240/£120 whilst in receipt of cash in lieu, but adjusted to the size of the accommodation where the change occurs on or after 1 December 1993.(2)

(2) *Amended with effect 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 a worker'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.

Old Concessionaires

38. An Old Concessionaire, other than an Old Serving Worker or Beneficiary taking Cash in Lieu, will be entitled to benefit in the same form as under the relevant Former Fuel Agreement, until a Material Change in his Circumstances occurs.

Old Beneficiary Taking Cash in Lieu

39. An Old Beneficiary taking Cash in Lieu will be entitled to continue to receive Cash in Lieu at his previous level until 1 January 1989 or until a Material Change in Circumstances occurs if earlier, when he will be entitled to the appropriate rate under 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 Worker or Former Worker or Widow (as appropriate) on the date of the Material Change in Circumstances. Such re-assessment will not increase the duration of an entitlement.

In the case of a Widow the same principles apply other than where the only Material Change in Circumstances was the death of her husband who was previously in receipt of Cash in Lieu (see Clause 29(d)).

Material Change in Circumstances : Additional Provisions

(a) Accommodation physically impossible to convert to solid fuel

41. Where an Old Serving Worker taking Cash in Lieu was, immediately before the effective date of the 1983 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 the 1983 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 1983 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 the 1983 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 the 1983 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 1 October 1983 had not been gainfully employed nor in business on his own account since retirement, will be eligible to have the provisions of this Agreement applied to him from the date of his application for benefit.

Certain Widows of Men who died from industrial accident or disease before the effective date of the 1983 Agreement

48. When a Serving Worker or a Compensation Case who died before 1 October 1983 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 from the date of application for benefit, 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 Worker on or after the effective date of this Agreement;
 - (ii) A person who becomes a Former Worker or Widow on or after the effective date of the 1983 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.

COAL ENTITLEMENTS: SERVING WORKERS

Wages District
Coal Entitlement

Tonnes per Fuel Year

MINEWORKERS	Householders	Quasi- Householders	Sub- Householders
Scotland - unit with baths	7.15	4.75	2.40
- unit without baths	9.14	6.10	3.05
Northumberland - loose	10.05	6.70	3.35
- bagged	9.05	6.05	3.00
Durham	7.45	4.95	2.50
Yorkshire	9.14	6.10	3.05
North Derbyshire	8.50	4.50	2.85
Nottinghamshire	10.00	4.60	2.35
South Derbyshire	10.15	5.00	3.40
Leicestershire	10.55	5.40	3.50
Cumberland	6.00	4.00	2.00
Lancashire	6.10	4.05	2.05
North Wales	8.15	5.45	2.70
North Staffordshire and Cannock	7.50	5.00	2.50
Warwickshire	7.60	5.10	2.55
South Wales	7.11	4.75	2.35
Kent	9.90	6.60	3.30

COAL MINING WEEKLY PAID INDUSTRIAL STAFF: As Mineworkers, except:

Northumberland - loose	10.15	6.75	3.40
- bagged	9.15	6.10	3.05
Yorkshire	9.65	6.45	3.20
North Derbyshire	9.75	4.85	3.25
Nottinghamshire	9.75	4.85	3.25
South Derbyshire	9.75	4.85	3.25
Leicestershire	9.75	4.85	3.25

COKE WORKERS AND COKE WEEKLY PAID INDUSTRIAL STAFF

Monkton	7.45	4.95	2.50
Avenue	8.23	5.50	2.75
Coventry Homefire	6.10	4.05	2.05
South Wales : Cwm)			
Aberaman)	7.11	4.75	2.35
Caerphilly)			

These entitlement 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 level of entitlement set out above have been agreed locally between the Corporation and the Union before the effective date of this Agreement in return for improvements to those houses, the level of entitlement of a Serving Worker living in such a house will continue to be 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.

COAL ENTITLEMENT: FORMER WORKERS AND WIDOWS

	Householder	Quasi-Householder	Sub-Householder
Yorkshire	5.08	3.40	1.70
North Derbyshire	5.00	4.00	1.65
Nottinghamshire	5.10	4.00(Widow) 4.10(Former Worker)	1.70
All Other Districts	5.00	3.35	1.65

COAL MINING WEEKLY PAID INDUSTRIAL STAFF

Yorkshire)			
North Derbyshire)	5.05	4.05	1.70
Nottinghamshire)			
South Derbyshire)			
Leicestershire)			
All Other Districts	5.00	3.35	1.65

COKEWORKERS AND COKE WEEKLY PAID INDUSTRIAL STAFF

Manvers	6.00	4.00	2.00
All Other Locations	5.00	3.35	1.65

SOLID SMOKELESS FUEL ENTITLEMENTS
NOTTINGHAMSHIRE

BENEFICIARIES

SERVING

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT	FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT UNDER 80 YEARS	ANNUAL ENTITLEMENT OVER 80 YEARS
PHURNACITE 5.080	FULL	4.657	PHURNACITE	FULL	3.850	3.900
COALITE		4.605	COALITE		3.850	3.900
HOMEFIRE		4.366	HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		5.142	ANTHRACITE BEANS		4.300	4.350
ANTHRACITE GRAINS		5.588	ANTHRACITE GRAINS		4.650	4.700
ANTHRACITE SMALL NUTS		4.901	ANTHRACITE SMALL NUTS		4.100	4.150
ANTHRACITE LARGE NUTS		4.989	ANTHRACITE LARGE NUTS		4.150	4.200
HOMEFIRE OVALS		5.080	HOMEFIRE OVALS		4.250	4.300
BLAZEBRITE		5.588	BLAZEBRITE		4.650	4.700
MAXIBRITE		4.901	MAXIBRITE		4.100	4.150
TAYBRITE		5.442	TAYBRITE		4.550	4.600
PHURNACITE 3.560	QUASI	3.263	PHURNACITE	QUASI	2.600	2.650
COALITE		3.227	COALITE		2.550	2.600
HOMEFIRE		3.059	HOMEFIRE		2.400	2.450
ANTHRACITE BEANS		3.603	ANTHRACITE BEANS		2.850	2.900
ANTHRACITE GRAINS		3.916	ANTHRACITE GRAINS		3.100	3.150
ANTHRACITE SMALL NUTS		3.435	ANTHRACITE SMALL NUTS		2.750	2.800
ANTHRACITE LARGE NUTS		3.496	ANTHRACITE LARGE NUTS		2.750	2.800
HOMEFIRE OVALS		3.560	HOMEFIRE OVALS		2.850	2.900
BLAZEBRITE		3.916	BLAZEBRITE		3.100	3.150
MAXIBRITE		3.435	MAXIBRITE		2.750	2.800
TAYBRITE		3.628	TAYBRITE		3.000	3.050
PHURNACITE 1.700	SUB	1.558	PHURNACITE	SUB	1.250	1.300
COALITE		1.541	COALITE		1.250	1.300
HOMEFIRE		1.460	HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.720	ANTHRACITE BEANS		1.400	1.450
ANTHRACITE GRAINS		1.870	ANTHRACITE GRAINS		1.500	1.550
ANTHRACITE SMALL NUTS		1.640	ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.669	ANTHRACITE LARGE NUTS		1.350	1.400
HOMEFIRE OVALS		1.700	HOMEFIRE OVALS		1.400	1.450
BLAZEBRITE		1.870	BLAZEBRITE		1.500	1.550
MAXIBRITE		1.640	MAXIBRITE		1.350	1.400
TAYBRITE		1.814	TAYBRITE		1.500	1.550

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

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	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 3.560	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 1.700	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	3.850	3.900
COALITE		3.850	3.900
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.300	4.350
ANTHRACITE GRAINS		4.650	4.700
ANTHRACITE SMALL NUTS		4.100	4.150
ANTHRACITE LARGE NUTS		4.150	4.200
HOMEFIRE OVALS		4.250	4.300
BLAZEBSITE		4.650	4.700
MAXIBRITE		4.100	4.150
TAYBRITE		4.550	4.600
PHURNACITE	QUASI	2.600	2.650
COALITE		2.550	2.600
HOMEFIRE		2.400	2.450
ANTHRACITE BEANS		2.850	2.900
ANTHRACITE GRAINS		3.100	3.150
ANTHRACITE SMALL NUTS		2.750	2.800
ANTHRACITE LARGE NUTS		2.750	2.800
HOMEFIRE OVALS		2.850	2.900
BLAZEBSITE		3.100	3.150
MAXIBRITE		2.750	2.800
TAYBRITE		3.000	3.050
PHURNACITE	SUB	1.250	1.300
COALITE		1.250	1.300
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.400	1.450
ANTHRACITE GRAINS		1.500	1.550
ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.350	1.400
HOMEFIRE OVALS		1.400	1.450
BLAZEBSITE		1.500	1.550
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	4.803
COALITE		4.701
HOMEFIRE		4.509
ANTHRACITE BEANS		5.109
ANTHRACITE GRAINS		5.524
ANTHRACITE SMALL NUTS		4.938
ANTHRACITE LARGE NUTS		5.022
HOMEFIRE OVALS		5.022
BLAZEBRITE		5.490
PHURNACITE 3.560	QUASI	3.366
COALITE		3.294
HOMEFIRE		3.160
ANTHRACITE BEANS		3.580
ANTHRACITE GRAINS		3.871
ANTHRACITE SMALL NUTS		3.460
ANTHRACITE LARGE NUTS		3.519
HOMEFIRE OVALS		3.519
BLAZEBRITE		3.847
PHURNACITE 1.700	SUB	1.607
COALITE		1.573
HOMEFIRE		1.509
ANTHRACITE BEANS		1.709
ANTHRACITE GRAINS		1.848
ANTHRACITE SMALL NUTS		1.652
ANTHRACITE LARGE NUTS		1.680
HOMEFIRE OVALS		1.680
BLAZEBRITE		1.837

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT	
		UNDER 80 YEARS	OVER 80 YEARS
PHURNACITE	FULL	4.000	4.050
COALITE		3.900	3.950
HOMEFIRE		3.750	3.800
ANTHRACITE BEANS		4.250	4.300
ANTHRACITE GRAINS		4.600	4.650
ANTHRACITE SMALL NUTS		4.100	4.150
ANTHRACITE LARGE NUTS		4.200	4.250
HOMEFIRE OVALS		4.200	4.250
BLAZEBRITE		4.550	4.600
PHURNACITE	QUASI	2.650	2.700
COALITE		2.600	2.650
HOMEFIRE		2.500	2.550
ANTHRACITE BEANS		2.850	2.900
ANTHRACITE GRAINS		3.050	3.100
ANTHRACITE SMALL NUTS		2.750	2.800
ANTHRACITE LARGE NUTS		2.800	2.850
HOMEFIRE OVALS		2.800	2.850
BLAZEBRITE		3.050	3.100
PHURNACITE	SUB	1.300	1.350
COALITE		1.250	1.300
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.400	1.450
ANTHRACITE GRAINS		1.500	1.550
ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.350	1.400
HOMEFIRE OVALS		1.350	1.400
BLAZEBRITE		1.500	1.550

**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
PHURNACITE	FULL	4.050	4.100
COALITE		3.900	3.950
HOMEFIRE		3.750	3.800
ANTHRACITE BEANS		4.500	4.550
ANTHRACITE GRAINS		4.900	4.950
ANTHRACITE SMALL NUTS		4.400	4.450
ANTHRACITE LARGE NUTS		4.450	4.500
HOMEFIRE OVALS		4.150	4.200
BLAZEBSITE		4.500	4.550
PHURNACITE	QUASI	2.700	2.750
COALITE		2.600	2.650
HOMEFIRE		2.500	2.510
ANTHRACITE BEANS		3.000	3.050
ANTHRACITE GRAINS		3.250	3.300
ANTHRACITE SMALL NUTS		2.950	3.000
ANTHRACITE LARGE NUTS		3.000	3.050
HOMEFIRE OVALS		2.800	2.850
BLAZEBSITE		3.000	3.050
PHURNACITE	SUB	1.300	1.350
COALITE		1.250	1.300
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.450	1.500
ANTHRACITE GRAINS		1.600	1.650
ANTHRACITE SMALL NUTS		1.450	1.500
ANTHRACITE LARGE NUTS		1.450	1.500
HOMEFIRE OVALS		1.350	1.400
BLAZEBSITE		1.450	1.500

NO SERVING MINeworkERS IN KENT

SOLID SMOKELESS FUEL ENTITLEMENTS
SOUTH WALES

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	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 3.560	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 1.700	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	4.050	4.100
ANCIT		4.100	4.150
HOMEFIRE		3.600	3.650
ANTHRACITE BEANS		4.600	4.650
ANTHRACITE GRAINS		4.900	4.950
ANTHRACITE SMALL NUTS		4.600	4.650
ANTHRACITE LARGE NUTS		4.700	4.750
MAXIBRITE		4.350	4.400
NEWFLAME		4.400	4.450
PHURNACITE	QUASI	2.700	2.750
ANCIT		2.750	2.800
HOMEFIRE		2.400	2.450
ANTHRACITE BEANS		3.050	3.100
ANTHRACITE GRAINS		3.300	3.350
ANTHRACITE SMALL NUTS		3.100	3.150
ANTHRACITE LARGE NUTS		3.150	3.200
MAXIBRITE		2.900	2.950
NEWFLAME		2.950	3.000
PHURNACITE	SUB	1.300	1.350
ANCIT		1.350	1.400
HOMEFIRE		1.150	1.200
ANTHRACITE BEANS		1.500	1.550
ANTHRACITE GRAINS		1.600	1.650
ANTHRACITE SMALL NUTS		1.500	1.550
ANTHRACITE LARGE NUTS		1.550	1.600
MAXIBRITE		1.400	1.450
NEWFLAME		1.450	1.500

**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
BLAZEBSITE		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
BLAZEBSITE		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
BLAZEBSITE		1.855
PHURN. PLUS (ANCIT)		1.517

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
PHURNACITE	FULL	4.000	4.050
COALITE		3.900	3.950
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.400	4.450
ANTHRACITE GRAINS		4.800	4.850
ANTHRACITE SMALL NUTS		4.050	4.100
ANTHRACITE LARGE NUTS		4.100	4.150
SUNBRITE		4.250	4.300
HOMEFIRE OVALS		4.150	4.200
BLAZEBSITE		4.600	4.650
PHURN. PLUS (ANCIT)		3.750	3.800
PHURNACITE	QUASI	2.650	2.700
COALITE		2.600	2.650
HOMEFIRE		2.450	2.500
ANTHRACITE BEANS		2.950	3.000
ANTHRACITE GRAINS		3.200	3.250
ANTHRACITE SMALL NUTS		2.700	2.750
ANTHRACITE LARGE NUTS		2.750	2.800
SUNBRITE		2.850	2.900
HOMEFIRE OVALS		2.800	2.850
BLAZEBSITE		3.100	3.150
PHURN. PLUS (ANCIT)		2.500	2.550
PHURNACITE	SUB	1.300	1.350
COALITE		1.250	1.300
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.450	1.500
ANTHRACITE GRAINS		1.550	1.600
ANTHRACITE SMALL NUTS		1.300	1.350
ANTHRACITE LARGE NUTS		1.350	1.400
SUNBRITE		1.400	1.450
HOMEFIRE OVALS		1.350	1.400
BLAZEBSITE		1.500	1.550
PHURN. PLUS (ANCIT)		1.200	1.250

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

SERVING

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT
PHURNACITE 5.080	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 3.560	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 1.700	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		1.620
BLAZEBRITE		1.750
CENTURIAN		1.814

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT			
		UNDER 80 YEARS		OVER 80 YEARS	
PHURNACITE	FULL	3.800	76	3.850	77
COALITE		3.700	74	3.750	75
HOMEFIRE		3.550	71	3.600	72
ANTHRACITE BEANS		4.200	84	4.250	85
ANTHRACITE GRAINS		4.750	95	4.800	96
ANTHRACITE SMALL NUTS		4.050	81	4.100	82
ANTHRACITE LARGE NUTS		4.100	82	4.150	83
HOMEFIRE OVALS		3.950	79	4.000	80
SUNBRITE		4.050	81	4.100	82
BLAZEBRITE		4.350	87	4.400	88
CENTURIAN		4.650	93	4.700	94
PHURNACITE	QUASI	2.550	51	2.600	52
COALITE		2.450	49	2.500	50
HOMEFIRE		2.350	47	2.400	48
ANTHRACITE BEANS		2.800	56	2.850	57
ANTHRACITE GRAINS		3.200	64	3.250	65
ANTHRACITE SMALL NUTS		2.700	54	2.750	55
ANTHRACITE LARGE NUTS		2.750	55	2.800	56
HOMEFIRE OVALS		2.650	53	2.700	54
SUNBRITE		2.700	54	2.750	55
BLAZEBRITE		2.900	58	2.950	59
CENTURIAN		3.100	62	3.150	63
PHURNACITE	SUB	1.250	25	1.300	26
COALITE		1.200	24	1.250	25
HOMEFIRE		1.150	23	1.200	24
ANTHRACITE BEANS		1.350	27	1.400	28
ANTHRACITE GRAINS		1.550	31	1.600	32
ANTHRACITE SMALL NUTS		1.300	26	1.350	27
ANTHRACITE LARGE NUTS		1.350	27	1.400	28
HOMEFIRE OVALS		1.300	26	1.350	27
SUNBRITE		1.300	26	1.350	27
BLAZEBRITE		1.400	28	1.450	29
CENTURIAN		1.550	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	ANNUAL ENTITLEMENT	
		UNDER 80 YEARS	OVER 80 YEARS
PHURNACITE	FULL	4.000	4.050
COALITE		3.900	3.950
HOMEFIRE		3.650	3.700
ANTHRACITE BEANS		4.350	4.400
ANTHRACITE GRAINS		4.700	4.750
ANTHRACITE SMALL NUTS		4.200	4.250
ANTHRACITE LARGE NUTS		4.300	4.350
ANCIT		4.000	4.050
HOMEFIRE OVALS		4.100	4.150
CENTURION OVOIDS		4.350	4.400
PHURNACITE	QUASI	2.700	2.750
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		2.800	2.850
ANTHRACITE LARGE NUTS		2.850	2.900
ANCIT		2.700	2.750
HOMEFIRE OVALS		2.750	2.800
CENTURION OVOIDS		2.900	2.950
PHURNACITE	SUB	1.300	1.350
COALITE		1.250	1.300
HOMEFIRE		1.200	1.250
ANTHRACITE BEANS		1.400	1.450
ANTHRACITE GRAINS		1.550	1.600
ANTHRACITE SMALL NUTS		1.350	1.400
ANTHRACITE LARGE NUTS		1.400	1.450
ANCIT		1.300	1.350
HOMEFIRE OVALS		1.350	1.400
CENTURION OVOIDS		1.400	1.450

**SOLID SMOKELESS FUEL ENTITLEMENTS
SCOTLAND (PRE-PACKED)**

SERVING

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

BENEFICIARIES

FUEL TYPE	CATEGORY	ANNUAL ENTITLEMENT	
		UNDER 80 YEARS	OVER 80 YEARS
PHURNACITE	FULL	3.700	3.750
COALITE		3.750	3.800
HOMEFIRE		3.400	3.450
ANTHRACITE BEANS		4.050	4.100
ANTHRACITE GRAINS		4.300	4.350
ANTHRACITE SMALL NUTS		3.850	3.900
ANTHRACITE LARGE NUTS		3.950	4.000
ANCIT		3.700	3.750
PHURNACITE	QUASI	2.450	2.500
COALITE		2.500	2.550
HOMEFIRE		2.250	2.300
ANTHRACITE BEANS		2.700	2.750
ANTHRACITE GRAINS		2.900	2.950
ANTHRACITE SMALL NUTS		2.600	2.650
ANTHRACITE LARGE NUTS		2.650	2.700
ANCIT		2.450	2.500
PHURNACITE	SUB	1.200	1.250
COALITE		1.200	1.250
HOMEFIRE		1.100	1.150
ANTHRACITE BEANS		1.300	1.350
ANTHRACITE GRAINS		1.400	1.450
ANTHRACITE SMALL NUTS		1.250	1.300
ANTHRACITE LARGE NUTS		1.300	1.350
ANCIT		1.200	1.250

**EXCEPTIONAL ARRANGEMENTS
FOR BAGGING AND DELIVERY OF CONCESSIONARY COAL**

SERVING WORKERS**Mineworkers and Coalmining Weekly Paid Industrial Staff**

NORTHUMBERLAND	The only cost to the Concessionaire will be as provided below:
Delivered from:	
Ashington Depot	(a) Ashington, Ellington, Lynemouth and Linton areas: Household-ers, 7 pence per week; Quasi- and Sub-Householders, 2 pence per week. (b) North Seaton, Newbiggin, Stakeford, Choppington, Bedlington, Pegswood, Widdrington, Morpeth, Longhirst: Household-ers, 10 pence per week; Quasi-Householders, 4 pence per week.
Bates Depot	(a) Bates leading area: 1 penny per week. (b) Cowpen Estate: 9 pence per week.
Weetslade Depot	(a) Throckley & Newburn area: Household-ers, 7 pence per week; Quasi-Householders, 4 pence per week. (b) Ponteland leading area: Household-ers, 5 pence per week; Quasi- and Sub-Householders, 4 pence per week.
Whittle Depot	Coals led loose by private contractor: Concessionaire pay economic delivery charge as negotiated between Whittle Unions and the private contractor.
DURHAM	No cost to the Concessionaire.
NORTH DERBYSHIRE	20p per load contribution by the Corporation.
NOTTS	Half the cost of bagging is paid by the Corporation.
SOUTH DERBYSHIRE	Half the cost of bagging is paid by the Corporation.
LEICESTERSHIRE	Half the cost of bagging is paid by the Corporation.
CUMBERLAND	1.50/tonne payment by Concessionaire.
LANCASHIRE	2.00/tonne payment by Concessionaire

Cokeworkers and Coke Weekly Paid Industrial Staff

DURHAM	No cost to Concessionaire.
AVENUE	20p per load contribution by Corporation.
BENEFICIARIES -	Full cost of bagging and delivery paid by the Corporation, with effect from 1 October 1989.

AGREEMENTS ANNULLED IN RESPECT OF PERSONS COVERED BY 1984 AGREEMENT

COALMINING INDUSTRY PRINCIPAL DISTRICT AND NATIONAL
CONCESSIONARY COAL AGREEMENTS AS AMENDED

Scottish Concessionary Coal Agreement 7.1.55.

Northumberland District Firecoal Allowance of Pooling Scheme for Miners and Mechanics 24.4.67.
Northumberland District Firecoal Allowance and Pooling Scheme for Overmen and WPIS of 31.3.67.
Durham Concessionary Coal Agreement of 11.11.65.

Yorkshire Divisional Concessionary Coal Agreement for Mineworkers of 19.10.65.
Yorkshire Divisional Concessionary Coal Agreement for WPIS of 29.10.65.

North Derbyshire District Concessionary Coal Agreement of 12.9.78.

Nottinghamshire Concessionary Coal and Pooling Scheme Agreement of 13.2.67.

Leicestershire Mineworkers' Concessionary Coal and Coal Pooling Agreement of 21.7.66.
South Derbyshire Mineworkers' Concessionary Coal and Coal Pooling Agreement of 2.11.67.
West Midlands Divisional Allowance Coal Agreement of 4.11.63.

Kent Home Coal Agreement of 19.2.52.

Midland Area WPIS Concessionary Coal and Pooling Scheme Agreement of 10.9.65.
Warwickshire Area WPIS Allowance Coal Agreement of 27.2.69.
Staffordshire WPIS Allowance Coal Agreement of 14.10.68.

NCB (North Western Division) and NUM (Lancashire and Cheshire Wages District) Principal Concessionary Coal Agreement of 24.9.59.
NCB (North Western Division) and NUM (North Western Area) Lancashire District Coal Pooling Scheme of 16.2.65.
NCB (North Western Division) and NUM (North Wales Area) Principal Concessionary Coal Agreement of 5.5.58.
NCB (Western Area) and NUM (North Wales Area) North Wales District Coal Pooling Scheme of 1978.
NCB (N & C Division) and NUM (Cumberland Area) Concessionary Coal Agreement of 1953.
NCB (N & C Division) and NUM (Cumberland Area) Widows' Concessionary Coal Agreements of 6.6.66.
Cumberland Pooling Scheme for Widows of 1979.
Cumberland Wages District Concessionary Coal Pooling Scheme Agreement of 1.6.70.

Workmen's Housecoal Agreement (South Western Division) of 17.12.53.
South Wales Concessionary Housecoal Pooling Scheme (Workmen) of 28.10.60.
South Wales Concessionary Housecoal Pooling Scheme (WPIS) of 9.6.69.
South Wales Concessionary Housecoal Pooling Scheme for Widows of Workmen of 1.7.73.
South Wales Concessionary Housecoal Pooling Scheme for Widows of WPIS of 1.7.73.
Workmen's Housecoal Agreement (South Western Division) of 28.10.54.
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.

COKE AND BY-PRODUCT INDUSTRY PRINCIPAL LOCAL AND NATIONAL CONCESSIONARY COAL AGREEMENTS AS AMENDED

Concessionary Coal Agreement, Avenue Carbonisation and Chemical Plant of 17.10.57.

National Coal Board East Midlands Division Carbonisation Department Coal Pooling Scheme of 5.1.60.

Serving Workers' and Beneficiaries' Agreement of 11.11.65. Coke and By-Products Coal Products Division, Northern Region, Durham Wages District.

Workmen's Housecoal Agreement of 30.4.54. NCB (South Western Division) and NUM (Cokeman's Area).

Smithywood Coking Plant Agreement of 27.12.67.

Smithywood Coking Plant Agreement of 20.3..67.

Glasshoughton Coking Plant Agreement of 20.9.67.

Glasshoughton Coking Plant Agreement of 4.6.68.

Manvers Standing Order No. 7 of 1.7.44. Manvers Main Coking Plant Agreement of 29.4.60

Concessionary Coal Agreement, Birch Coppice Pilot Plant of 19.4.62.

The National Arrangements for Beneficiaries' Minimum Coal Entitlement of 1st February 1978 and 26th November 1980.

NATIONAL SMOKELESS FUEL AGREEMENTS AS AMENDED

Substitution of Solid Fuel or Cash in Lieu for Concessionary Coal in Smoke Control Areas - separate Agreements cover Mineworkers, Cokeworkers and Weekly Paid Industrial Staff of 12.10.61 and their Beneficiaries of 16.10.61.

Substitution of Solid Smokeless Fuel or Cash in Lieu for Concessionary Coal outside Smoke Control Areas - covers Mineworkers, Cokeworkers and Weekly Paid Industrial Staff and their Beneficiaries - an ex-gratia arrangement of 28.6.62.

INCORPORATING UNIFORM FUEL YEAR AND JAN OF 14TH OCTOBER 1988
CASH IN LIEU REDUCTION, INCREASED SMOKELESS FUEL ENTITLEMENT
AND FREE COAL DELIVERY AND BAGGING FOR BENEFICIARIES

26 June 1989

**JOINT AGREED INSTRUCTION ON CONCESSIONARY FUEL FOR
MINEWORKERS, COKEWORKERS, WPIS AND THEIR BENEFICIARIES**

Main Clauses of Schedule	Contents	Paragraphs of Instruction
1	Introduction and Scope	1 - 4
2	Definitions	5 - 6
	Categories of Persons	7 - 14
	Categories of Accommodation and Tenure	15 - 23
4 - 6	General Conditions of Entitlement	24 - 26
7 - 15	Duration and Cessation of Entitlement	27
	Qualifying Service	28 - 31
	Serving Worker/Beneficiary Transition	32 - 34
	Beneficiaries	35 - 40
16 - 17, 20-21	Type and Choice of Fuel	41 - 46
18 - 25, Appendix V	Delivery Arrangements	
	Charges	47 - 50
	Other Provisions	51 - 57
26 - 29	Cash in Lieu	
	General	58 - 65
	Transfers and Conversions	66 - 72
	Medical Reasons	73 - 88
30 - 36	Miscellaneous Provisions	89 - 90
37 - 49	Transitional Provisions	
	Old Concessionaires	91 - 92
	Retrospection	93 - 95
	Other Transitional Provisions	96 - 98
Appendices I - IV	Level of Entitlement	99 -104

Appendix

Proforma for National Interpretation

INTRODUCTION:

The Formal Agreement

1. The Schedule to the 1983 Agreement on Concessionary Fuel as amended in 1984, 1988 and 1993 is attached. The terms of the Agreement as set out in the attached schedule cover Coal and Smokeless Fuel, for Serving Workers and their Beneficiaries, in the Coal Mining Industry and in the Coke and By-Product Industry. It provides standard qualifications for entitlement to Concessionary Fuel for all new applicants, whichever type of solid fuel they use and whatever their parent unit. The rates of Cash in Lieu were amended following agreement with the Unions in November 1988 together with a phased increase in Smokeless Fuel entitlement and free bagging and delivery of coal for Beneficiaries.
2. The Schedule 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.
3. The text of the Schedule lays stress on its superseding all former agreements and other arrangements dealing with the provision of fuel on concessionary terms to Mineworkers, Cokeworkers and WPIS and their Beneficiaries.

SCOPE: Clause 1

Other Bargaining Groups

4. Officials and their Beneficiaries now have their own agreement and JAI which are almost identical in definitions and qualifications to those for other industrial groups.

Definitions: Clause 2

General

5. The form of the Schedule follows that of the 1983 Agreement in layout, definitions and certain provisions, the analysis of which is repeated where appropriate for ease of reference.
6. The Schedule 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. The definitions follow precisely those used in the 1983 Agreement. The terms Retired Workers, Redundant Workers, Compensation Cases, and Sickness Cases are defined solely by reference to the way in which the individuals ceased to be Serving Workers.
8. The term widow under the Agreement includes both Worker's Widow and Single Parent (a new definition, for an extended category of provision, replacing 'widowed mother').
9. Terms such as Serving Worker, Former Worker 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 Union 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 Union 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 Worker 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 Worker

12. A Former Worker 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 MVERS retirement:	Retired Worker
Redundancy:	Redundant Worker
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 Workers; rather, their terms of entitlement become 'equivalent to' those of Retired Workers. 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 1983 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 disease a loss of 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 includes explicitly - provided they meet the other criteria in the definition - people whose entitlement to compensation for injury or disease has been commuted for a capital sum.

(vi) Sickness Case

14. The definition requires the retirement to have been under the incapacity provisions of the MPS or the Staff Superannuation 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 is 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 qualify for a full entitlement. Other instances of joint occupiers within the immediate family, as between parent and offspring or between siblings, are also 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. 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 (except as provided at paragraph 23). 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 definition of a Sub-householder 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, except as provided at paragraph 23. That proviso does not apply to Quasi-householder claims, where the degree of physical separateness required is felt to be sufficient safeguard.
- (b) Although not specifically a Sub-Householder allowance there is a further cash allowance of an equivalent amount to the Sub-Householder cash allowance, payable to Former Workers or 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. (2)

(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. Where a Former Worker or a Widow qualifies for Cash-in-Lieu under Clause 27(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. All other provisions of the Agreement will apply. Otherwise, sub-tenants and lodgers who do not meet the conditions of a Sub-householder do not qualify under the Agreement. The entitlements of anyone of this type in receipt of benefit immediately before 1st October 1983 will be preserved under Clauses 38 and 39 in Part 7: no new such entitlements will be created.

GENERAL CONDITIONS OF ENTITLEMENT

(i) Illicit Disposal: Clause 5

24. The Union 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.

(ii) Resolution of Disputes: Clauses 5, 22 and 27

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 Schedule, or of how the Schedule applies to the facts, in the absence of guidance under this Instruction or subsequently. This will be done jointly between the Corporation and the Union 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 Union-side interpretation will be set down in section 2 and the Corporation-side interpretation in section 3. The application will then be signed in section 4. Normally the signatories will be the Group Employee Relations Manager and District Secretary/Regional Officer concerned. Copies will be sent to the Head of Employment Policy, Employee Relations Department at British Coal Headquarters, and to the Union Headquarters. The Union 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 Areas, Groups and Wages Districts 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 Union where appropriate.

DURATION AND CESSATION OF ENTITLEMENT

(i) Comparisons with 1983 Agreement

27. No changes have been made to the Schedule under this Head. However, the main content of paragraphs 28 to 44 follows the Joint Agreed Instruction to the 1983 Agreement.

(ii) 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) Corporation 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 Worker 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 Worker 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 Worker with dependants and be suspended for one with no dependants.

(d) Transfer

31. Where a man is made redundant at one colliery and transfers 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 WORKER/BENEFICIARY TRANSITION

(a) Termination of Employment: Clause 8

32. A man who is absent from work through sickness will continue to be entitled to Concessionary Fuel at the Serving Worker level, until he is taken off books.

(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 Worker. Similarly, a Widow's husband or Supporting Son has to be entitled immediately before death if she is to be entitled. 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. In these cases, a relaxation has been allowed 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 Workers 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 Worker, he should qualify if he used solid fuel for more than half that time.
34. If a Serving Worker 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 Worker 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 Workers: Clause 11

35. The service qualification for Retired Workers (and hence for Redundant Workers under the CCPS and under the British Coal Redundancy Arrangements for Industrials) remains more demanding than for eligibility for voluntary early retirement where the continuous service qualifications is only two years.

(b) Redundant Workers: Clause 12

36. The supply of Concessionary Fuel to Redundant Workers under the Concessionary Coal Payments Schemes (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 28th March 1987. The supply of Concessionary Fuel to Redundant Workers from 29th March 1987 to 31st March 1994 (4) who were between ages 50-59 was covered by the separate British Coal Redundancy Arrangements for Industrials. The provision in the Agreement applies only if they are not provided for under the CCPS or BCRA.

(4) *British Coal discretionary Redundancy arrangements were terminated on 31st March 1994.*

(c) Sickness Cases: Clause 14

37. (i) There is a situation which is treated as an exception for purposes of determining qualifying continuous service for A Sickness Case. This concerns a person who ceases employment with the Corporation through sickness under the 18 months rule, and subsequently resumes employment with the Corporation. In determining the qualifying continuous service for a life entitlement for both the Sickness Case and his Widow the intervening break in his employment will be disregarded providing he has not been gainfully employed in that period.

(d) Widows: Clause 15

37. (ii) 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 Worker on attaining 60 while still entitled (see paragraph 37(i) for qualifying continuous service exception for widows of Sickness Cases). When a Former Worker in receipt of Cash in Lieu under Clause 38 dies, and his Widow comes to be assessed under Clause 2 for an entitlement, she will be entitled to have her initial claim assessed as if her accommodation was heated by coal-fired District Heating. This will have the effect of allowing the Widow to establish entitlement to Cash in Lieu even if she does not fulfill the conditions of Clause 27(b) or (c), provided she is otherwise qualified under the Agreement, but with the level of benefit being assessed in accordance with the Agreement.

(e) Permanent vs temporary loss of entitlement

38. Clear distinction should be made between permanent loss of entitlement and temporary loss. Retired Workers (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 (g), lose their entitlement permanently on taking up Full Time Employment, as does a Widow who remarries.(2)

(f) 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.

(g) Widows in employment Clause 15

40. A Widow with a limited entitlement forfeits her entitlement permanently if she takes up or continues in Full-Time Employment or business on her own account '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 and Notts, entitled under a Former Agreement to receive coal while working, is safe guarded for those in work on 1 October, 1983. If they stop work then the Agreement applies on any resumption. Widows with life entitlements only lose their entitlement temporarily whilst in business on their own account or in Full-Time Employment.(2)

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' and 'Pearls', 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 and Pearls are classified as coal, not Solid Smokeless Fuel, for the purposes of determining level of entitlement and conditions of delivery under the Agreement.

(2) Amended with effect from 1st December 1993

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

43. The 1983 Agreement formalised the ex-gratia arrangement whereby smokeless fuel may be taken instead of coal outside smoke control areas.
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 take more than one type of Solid Smokeless Fuel, e.g. Phurnacite for a boiler and Homefire for an open fire. It is also 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 representatives before a withdrawal of a Solid Smokeless Fuel.(1)
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. (1)

DELIVERY ARRANGEMENTS

(i) CHARGES

(a) Setting bagging and delivery charges: Clause 18

47. The Agreement makes certain specified exceptions to the rule that for coal the Serving Worker will pay the full costs of bagging and delivery. These exceptions are set out in Appendix V to the Schedule.

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

48. In certain Districts a levy has been made on Serving Workers 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 outside of the National forum 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.

(1) Reference to Sunbrite deleted 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 where it is possible for the Concessionaire by this means to be exempt from VAT on the bagging and delivery costs.

(ii) OTHER PROVISIONS

(a) Fuel Years: Appendices I - IV

51. The 1983 Agreement made no change to the Fuel Years established under Former Fuel Agreements. With the successful introduction of the 1983 Agreement, and the completion of the transition to the final levels of fuel entitlement it provides, was agreed to introduce, with effect from 29 March 1987, a single uniform Fuel Year coinciding with the Corporation's financial year.
52. The transition from the various fuel years that applied under the 1983 Agreement to a single uniform Coal Year has been completed by all Areas/Groups.

(b) Carry-forward: Clause 23

53. This Clause is to protect Serving Workers who take all the fuel 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 anything. Beneficiaries, however, are not allowed to carry forward any entitlement. For example, a Serving Worker Householder using Phurnacite who takes 5.05 tonnes may carry forward the balance of 0.03 tonnes: one who takes (say) 4.50 tonnes may not carry forward anything. Beneficiaries, however, are not allowed to carry forward any amount of fuel from one Fuel Year to another, commencing 1988/89 Fuel Year.

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

54. Anyone living outside Great Britain is excluded from benefit except those enjoying such benefit under a Former Fuel Agreement or residents of Northern Ireland or the Isle of Man under the terms of the Agreement. These groups may receive fuel provided that it is practicable to ensure that they remain qualified under the appropriate agreement.

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 Serving Worker to collect his fuel himself or to authorise another to do so.
56. When a remote Beneficiary requests delivery of solid fuel the Corporation will arrange this through the BFL Depot or merchant within the locality of the Beneficiary's residence. The Beneficiary's annual fuel entitlement will be delivered in no more than five loads in a Fuel Year on a pre-defined cyclic basis.
57. The order for fuel will be automatically produced and dispatched to the selected BFL Depot or local retail merchant requesting delivery to be made of the required fuel to the specified tonnage. (1)

(1) Reference to Sunbrite deleted from 1st April 1993

CASH IN LIEU

(i) GENERAL

Old Beneficiaries in receipt of Cash in Lieu: Clause 39

58. Under the 1983 Agreement certain Old beneficiaries in receipt of Cash in Lieu were protected at their cash in lieu rate paid immediately prior to the introduction of that Agreement. The position has now been regularised and all Beneficiaries will receive the appropriate rate set out in Clause 29.

The amounts payable: Clauses 29, 38 and 39

59. The amounts of Cash in Lieu in the 1983 Agreement created a Cash in Lieu rate of £345 for a Householder (Quasi-householders and Sub-householders receive two-thirds and one-third of the Householder rate respectively) which was reviewed each year on 30 September and adjusted in accordance with the movement in the Fuel and Light component of the Retail Price Index over the twelve months ending the previous July.

The amendment to The 1983 Agreement caters for two situations.

- (i) Beneficiaries in receipt of Cash in Lieu prior to 17 August 1988 whose Cash in Lieu rate would remain at the rate determined on 30 September 1987 until 1 January 1989 when the rate would reduce to a common level of £360 for Householders (pro rata for Quasi-householders and Sub-householders on the established basis) and would remain so fixed until overtaken by the rate calculated in (ii) below or when a material change in Circumstances occurs if earlier.
- (ii) Beneficiaries who qualify for Cash in Lieu under Clause 27 on or after 17 August 1988 will receive Cash in Lieu at a rate of £240 per annum for a Householder (the established formula for determining the rate for Quasi-householders and Sub-householders of two-thirds and one-third respectively of the Householder rate continue to apply).

The Cash in Lieu rate will be reviewed on 30 September 1989 and annually thereafter on the increase in the Fuel and Light component of the Retail Price Index for the previous twelve months ending July on a base Householder rate of £200 per annum. When this annual calculation exceeds the £240 Cash in Lieu rate it will be applied. Likewise when the base rate calculation exceeds £360 it will be applied to those Beneficiaries under (i) above.

From 1st October 1994 the cash in lieu rate was £264.48

60. (2) Prior to 1st December 1993, when a Former Worker or Widow in receipt of Cash in Lieu at the higher rate under paragraph 59(i) had a Material Change in Circumstances the Cash in Lieu allowance would have been assessed at rates under Clause 27. The only exception being for a Widow of a Former Worker. Providing there was no other Change in Material Circumstances apart from the death of her husband, the widow was assessed at the higher rates under paragraph 59(i) in accordance with her householder status.
61. (2) This protection was extended to all Former and Widows in receipt of Cash in Lieu at the higher rates from 1st December 1993. Those Former Workers and Widows in receipt of the higher rates under paragraph 59(i) who have a Material Change in Circumstances, will retain the higher rates in accordance with householder status whilst ever they remain with the cash allowance.

Coal-fired District Heating Scheme: 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 cash 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, enquiries 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 it includes the cost of the heating provided.

(2) Amended with effect from 1 December 1993.

Widows whose husbands received cash in lieu under Clause 38

64. When a Former Worker in receipt of Cash in Lieu under Clause 38 dies, and his widow comes to be assessed under Clause 2 for an entitlement, she will be entitled to have her initial claim assessed as if her accommodation was heated by coal-fired District Heating. This will have the effect of allowing the Widow to establish entitlement to Cash in Lieu even if she does not fulfill the conditions of Clause 27(b) or (c), provided she is otherwise qualified under the NCFA Agreement, but with the level of benefit being assessed in accordance with the NCFA Agreement.

Cash in Lieu and Social Security Benefits

65. Cash in Lieu payments to Mineworkers 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 Housing 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 DSS 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.

Other payments of cash

66. 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

67. 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 Workers

68. Other things being equal, Serving Workers enjoying Cash in Lieu immediately before 1 October 1983 and living in accommodation which is physically impossible to convert to use solid fuel or where the cost of conversion would have exceeded £3000 as at 1 October 1983 will remain entitled to Cash in Lieu. (5) 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 1985. 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, unless the cost of conversion would have exceeded £3000 as above.
69. 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 or who move into different accommodation which is impossible to convert, will not be entitled to Cash in Lieu.

(5) 1988 Revision. Effective 27 March 1988. The level of cash in lieu would be that which would have applied had the entitlement arisen on 17 August 1988.

(ii) Beneficiaries

70. 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

71. 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. 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 1985.
72. Cases of this type virtually always occur in respect of local authority housing, and in Housing Authorities or Groups in mining areas where the industry is well represented. Therefore Areas/Groups should, in conjunction with the Union, 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 is 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 Housing 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 matter is contrary to the spirit, and perhaps also the letter, of the Housing Act 1985. 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.
73. 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. Transfers to special accommodation for the chronically disabled are dealt with at paragraph 82(b).

Medical Reasons: Clause 27

74. 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 Workers 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

75. 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

76. 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).
77. 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

78. It is most uncommon that the use of solid fuel, in an appliance which is properly installed, maintained and operated, is injurious to health.
79. 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 converting to another fuel, implicit in the provision of 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.
80. 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.
81. 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.
82. 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.
83. (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.) alerting the Corporation's Medical Officers or redesign of appliances, can be dealt with.

(iii) Special accommodation for the chronically disabled

83. (b) 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 reasonably 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 household to vacate the property once the disabled member ceases to require it.

Administrative Procedures

(i) Serving Workers

84. It is envisaged that the number of Serving Workers 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 Worker 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'

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

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

86. 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'

87. 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 Workers.
88. 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.

(v) Members of Concessionaire's Household

89. 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. Cash in Lieu may also be authorised in the circumstances of paragraph 82(a) above.

MISCELLANEOUS PROVISIONS

Over-delivery: Clause 32

90. Areas/Groups will ensure that those administering Concessionary Fuel (eventually this will be the National Concessionary Fuel Office at Sheffield) are informed promptly of events - 'Material Changes in Circumstances' - terminating or varying entitlement to Concessionary Fuel.

Multiple Entitlements: Clauses 33 - 36

91. 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.

TRANSITIONAL PROVISIONS

Old Concessionaires: Clauses 38 - 45

92. 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) Beneficiaries in Full-Time Employment: Clause 42 92. 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 it permanently. The Transitional Provisions of 1983 Agreement provided that a Beneficiary in these classes who was in Full-Time Employment on 30 September 1983 would not lose his entitlement, since the provisions of the Former Fuel Agreement would 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 provisions of the Agreement will apply. Similarly, if a Beneficiary in one of those Districts who was not in Full-Time Employment on 30 September 1983 subsequently takes up Full-Time Employment, the Agreement will apply.

RETROSPECTION

(i) Qualification without prior entitlement

93. Under the 1983 Agreement new entitlements were created for certain categories of person who previously had no entitlement under a Former Fuel Agreement.

(a) Compensation and Sickness Cases: Clause 47

94. A Compensation or Sickness Case who on ceasing to be a Serving Worker prior to the introduction of the 1983 Agreement had the qualification for a life entitlement under This Agreement providing he has not worked at all since his retirement. No entitlement arises 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

95. A Widow of a man 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 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.

OTHER PROVISIONS

Material Change in Circumstances

96. 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. 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.

Statement of Entitlement

97. Copies of a Statement of Entitlement and any subsequent revisions will be sent to the Beneficiary periodically (together with a Certificate of Existence). 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.

98. 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.

LEVEL OF ENTITLEMENT

Smokeless Fuel: Appendix IV

99. Serving Workers and Beneficiaries entitlements for the fuel year 1993/1994 and thereafter are set out in Appendix IV. (1)

Levels of entitlement other than in Appendices

100. Certain recipients of Concessionary Fuel will not receive one of the levels of entitlement detailed in the Appendices to the Agreement. First there are the cases set out in Clause 38, where the Concessionaire is to receive his Previous Level of entitlement. These categories will otherwise be on Agreement conditions for (e.g.) bagging and delivery charges. Should their circumstances change materially, as for example if they move house or retire, the question of the continued entitlement will be assessed under the Agreement. Second, there are those receiving larger amounts under a Statutory Protected entitlement under the Coal Industry Nationalisation Act; their levels and conditions of entitlement will continue unchanged, but they should be offered from 1 October 1989 the option of foregoing their statutory protected entitlement in favour of the coal entitlement and free bagging and delivery under this Agreement.

Non - Spouse joint occupiers and 'other adult dependants'

101. 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 Former Worker 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 preceding one i.e. in this case, the Beneficiary Quasi-householder level.

Part Periods: Clauses 30 and 31

102. The Agreement adopts the principle of direct proportionality. Time will be reckoned in terms of nearest whole weeks.
103. As an example under Clause 31 of the Agreement, where a Householder Serving Worker Concessionaire changes from coal to smokeless fuel and has at the relevant date taken say 6 tonnes out of any annual entitlement of 8 tonnes, he will be entitled for the remainder of the Fuel Year applicable to coal to $(8 - 6)/8 = 25\%$ of the annual entitlement of Solid Smokeless Fuel.

Joint Agreed Note of 14th October 1988: Effective dates

104. This JAN introduced certain changes to Clauses 2, 10, 15, 47 and 49 of the Agreement and to paragraphs 23, 54 and 67 and added paragraphs 40(a) and 82(a) of this Instruction. The effective dates associated with these changes are set out in item 7 of that JAN.

(1) Reference to Sunbrite deleted from 1st April 1993

Application for National Ruling or Interpretation of National Concessionary Fuel Agreement

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

For the Union:

For British Coal:

Signed:

Signed:

Position:

Position:

Date:

Date:

5. Agreed National decision.