

APPENDIX CCONCESSIONARY COAL AND SMOKELESS FUELOPENCAST SUPERVISORY GRADE (O.S.G.) STAFF COVEREDServing Staff

1. Full time O.S.G. staff who satisfy the conditions of eligibility.

Beneficiaries

2. A retired O.S.G., a redundant O.S.G., or a widow/widower of a serving member of full time O.S.G. staff, or the widow/widower of an O.S.G. beneficiary, who satisfy the conditions of eligibility.

DEFINITIONS

For the purposes of this Agreement:

3. THE CORPORATION means the British Coal Corporation where O.S.G. staff are employed, and for whom the Unions are recognised to negotiate.
4. THE UNIONS mean National Union of Mineworkers (Colliery Officials and Staffs Area) and Union of Democratic Mineworkers.
5. NORMAL RETIREMENT AGE means either the Corporation's normal retirement age as defined from time to time or the normal retirement age under the Staff Superannuation Scheme as defined from time to time, whichever is applicable.
6. RETIRED O.S.G. means an O.S.G. who leaves the Corporation's service and qualifies as a compensation case, or ill health case, and an O.S.G. who leaves at normal retirement age, or under the terms of the Corporation's schemes for Voluntary Early Retirement.
7. REDUNDANT O.S.G. means a person whose contract of employment has been terminated by the Corporation and who is thereby entitled to a redundancy payment under the Employment Protection (Consolidation) Act as re-enacted from time to time.
8. SUPPORTING SON/DAUGHTER means an O.S.G. who resides in the parental home, but who provides the main or sole financial support for the household.
9. WIDOW/WIDOWER means the widow/widower of an O.S.G. who dies in service or in retirement after the effective date of this Agreement, and who immediately prior to death was in receipt of benefit. For retired staff the marriage must take place prior to retirement.
10. BENEFICIARY means a widow/widower, a retired O.S.G. or a redundant O.S.G. in receipt of benefit under this Agreement.
11. CONCESSIONAIRE means a person in receipt of benefit under this Agreement.
12. BENEFIT means fuel or cash in lieu of fuel.

3. HOUSEHOLDER means a person:-

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

QUASI-HOUSEHOLDER means a person:-

- (iii) residing in accommodation which comprises two or more habitable rooms in addition to kitchen and bathroom; and of which he/she and his/her household have the exclusive use; and in which the domestic space and water heating arrangements are entirely separate; and who satisfies (a) or (b) or (c) above, or a person satisfying (i) above and being:-
- (d) the joint householder of the property;

SUB-HOUSEHOLDER means a person:-

- (iv) residing in accommodation of which he/she, and his/her household if any, have 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.

14 FULL TIME EMPLOYMENT means:-

- (i) for serving staff: those O.S.G. staff conditioned to the hours provided by the Opencast Supervisory Grade Agreement, as amended from time to time, and currently 37.5 hours per week;
- (ii) for beneficiaries: those employed to work for any employer including the Corporation for more than 25 hours per week.

15. FUEL YEAR means each twelve months ending 31st March.

16. MATERIAL CHANGE IN CIRCUMSTANCES means any change in the circumstances of a concessionaire relevant to his/her qualification or level or conditions of entitlement to benefit under this Agreement.

CATEGORIES OF BENEFICIARIES AND QUALIFICATIONS FOR BENEFIT

17. The categories set out below are subject in all cases to satisfying the conditions of eligibility.

### Sickness/Ill Health Case

26. A person who has retired from the Corporation's service because of ill health, provided that such ill health has been certified by the Corporation's Medical Officer as grounds for the award of an ill health retirement pension under the Corporation's Superannuation Scheme.

The entitlement to benefit will be for 12 months with further entitlement determined by length of service as follows:

<u>Length of Service</u>	<u>Length of Entitlement</u>
5 years or more	12 months
10 years or more	24 months
15 years or more	Life entitlement

### Cessation of Entitlement

27. Entitlement will cease permanently on full time employment including self employment and these beneficiaries will not be eligible to reapply for benefit on relinquishing employment.

### Entitlement of Widow/Widower

28. Subject always to satisfying the conditions of eligibility, the widow/widower of an employee/beneficiary who was in receipt of concessionary fuel/benefit upon death, will be eligible to apply for benefit. The conditions of eligibility for widows/widowers take into account the spouse's status upon death, the widow's/widower's age and full time employment:-

#### (i) Industrial Accident

Where death occurs as a result of industrial accident during service the widow/widower will receive a life entitlement.

#### (ii) Death in Service

The widow/widower will receive a life entitlement if at aged 60 (female) or 65 (male) or over on the death of the spouse. Where aged under 60 (female) or under 65 (male), the widow/widower will receive an entitlement for 12 months with further periods according to the spouse's length of service with the Corporation as follows:-

<u>Length in Service</u>	<u>Length of Entitlement</u>
5 years or more	12 months
10 years or more	24 months
15 years or more	Life entitlement

#### (iii) Death in Retirement

Widows/widowers will be considered against the age and length of service criteria which apply to death in service. Entitlement for widows/widowers following death in retirement is subject to the marriage taking place prior to retirement and the widow/widower not being in full time employment on application for benefit.

Cessation of Entitlement

29. In all cases entitlement will cease permanently should the widow/widower remarry or continue in, or take up, full time employment.

ENTITLEMENTS

30. The agreement will provide the following entitlements to coal or smokeless fuel in each fuel year. Untaken entitlements in any fuel year will be forfeited.

Concessionary Coal

31. Concessionary coal entitlements will be as follows:-

Serving Opencast Supervisory Grade staff

Householders	5.75 tonnes
Quasi-householders	3.85 tonnes
Sub-householders	1.90 tonnes

Beneficiaries

Householders	5.00 tonnes
Quasi-householders	3.35 tonnes
Sub-householders	1.65 tonnes

Type of Coal

Subject to availability, the type of coal to be supplied under this agreement will normally be washed bituminous doubles.

Smokeless Fuel

32. There will be a uniform entitlement for serving staff and beneficiaries to a tonnage of smokeless fuel expressed in terms of Sunbrite as follows:-.

Serving Opencast Supervisory Grade Staff

Householders	4.00 tonnes
Quasi-householders	2.70 tonnes
Sub-householders	1.35 tonnes

Beneficiaries

<u>Fuel year ending</u>	<u>Annual Entitlement H/holder</u>	<u>Quasi H/holder</u>	<u>Sub H/holder</u>
31/3/90	4.05	2.75	1.35
31/3/91	4.10	2.75	1.35
31/3/92	4.15	2.80	1.40
31/3/93	4.20	2.80	1.40
31/3/94 onwards	4.25	2.85	1.40

### Type of Smokeless Fuel

The above figures are expressed in terms of Sunbrite, which will be the smokeless fuel normally supplied under this agreement. If the concessionaire's domestic appliance cannot burn Sunbrite, the Corporation will supply some other smokeless fuel produced by them which is suitable. Where a type of smokeless fuel other than Sunbrite is supplied, the concessionaire will be entitled to an amount of fuel to the same monetary value as his/her entitlement to Sunbrite, calculated at the normal retail prices (including bagging and delivery) prevailing at the depot from which the concessionaire's fuel is normally delivered.

### CHARGES FOR COAL AND DELIVERY

#### Serving Staff

33. The charge for coal and delivery will be the full economic delivery charge for coal based upon the overall average actual delivery cost per tonne of coal delivered to clerical and O.S.G. concessionaires in the previous coal year. All concessionaires will pay a uniform charge for coal, phased over a period to reach the full economic cost of delivery with effect from the fuel year commencing April 1991, as follows:-

<u>Fuel Year ending</u>	<u>% of Economic Charge</u>
31/3/90	80
31/3/91	95
31/3/92 & onwards	100

#### Beneficiaries

With effect from 1st October 1989, bagging and delivery of coal to beneficiaries will be free of charge.

#### Pre-Packed Coal

The Corporation reserve the right to pass on any additional pre-packing charge for specially prepared coals, such as Coalflow Pearls, taken by serving staff. Such additional charges are payable by beneficiaries until 30th September, 1989 only.

### CASH IN LIEU

34. Any person who is entitled to concessionary fuel under the terms of the Agreement will be entitled to take cash in lieu of such fuel provided he/she satisfies the conditions of eligibility and subject to any other relevant provisions of the Agreement.
35. Cash in lieu will be payable if the Corporation are satisfied that any of the following conditions is met:
- (i) the heating of the house is by a coal-fired district heating scheme; or
  - (ii) the concessionaire suffers from a chronic medical condition such that the use of any type of solid fuel is injurious to his/her health; or

- (iii) the concessionaire suffers from a chronic disability such that he/she is physically unable to handle solid fuel and there is no member of his/her household who can do this instead; or
- (iv) Where a concessionaire or a member of his/her household is disabled and the household is moved to special accommodation for the disabled which is heated by other than solid fuel, the concessionaire will be eligible for cash in lieu, provided that:
  - (a) it is not reasonably practicable adapt the previous accommodation;
  - (b) there is no suitable accommodation heated by solid fuel available in the district;
  - (c) the new accommodation is held on a tenure which requires the household to vacate the property once the disabled member ceases to require it;

provided that in the case of (ii) or (iii) the relevant condition is the immediate cause of the concessionaire ceasing to use solid fuel.

Material Change in Circumstances affecting Cash in Lieu Allowance

36. The Corporation will 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 the granting of cash in lieu has been authorised in writing by the Corporation before such move or alteration takes place.

Amount

37. The annual rates of cash in lieu payments for cases arising on or after 1st April, 1989, whether by virtue of being a new applicant or an existing cash in lieu recipient re-applying due to a material change in circumstances, are £240 for a householder, £160 for a quasi-householder and £80 for a sub-householder. The £240 rate (and others pro-rata) remains frozen until overtaken by £200 as at October 1988 indexed each subsequent October by the July to July percentage increase of the fuel and light component of the Retail Price Index, after which the £200 indexed figure will apply.

For existing cases as at 31st March, 1989 the annual rates until 30th June, 1989 are those established in October 1987, ie, £375 for a householder, £250 for a quasi-householder and £125 for a sub-householder, unless at a higher protected rate resulting from a previous Agreement. From 1st July, 1989 all such rates will be revised to £360 for a householder, £240 for a quasi-householder and £120 for a sub-householder. These latter rates continue to apply unless there is a material change in circumstances requiring re-application (such as on a move of house) when the lower rates under the previous paragraph will apply. The one exception to this rule is where an employee/former employee is in receipt of the higher rate of cash in lieu on death, and his widow/widower remains in the same house, when the higher rate is retained provided there is no other material change in circumstances. The £360 rate will be frozen similarly until overtaken by the indexed £200 rate as above (with the rates for quasi- and sub-householders remaining at two-thirds and one-third respectively for the householder entitlement).

#### CASH BALANCES

38. No cash payments will be made for the balance of any fuel untaken at the end of the fuel year for serving staff or beneficiaries.

#### GENERAL CONDITIONS

39. Concessionary fuel supplied under this Agreement shall be solely for the personal domestic consumption of the recipient and shall be used for no other purpose whatsoever. If any recipient contravenes this provision he/she shall thereupon forfeit his/her right to receive benefit under this Agreement.

#### Personal Entitlement

40. Staff who at the effective date of this agreement have a fuel entitlement greater than that appropriate under this Agreement, shall retain it on a personal basis until they are promoted or transferred from their present post or until they leave the service of the Corporation.

Where the new Agreement provides a lower fuel entitlement because of a changed definition, the person will retain his/her previous definition until there is a material change in circumstances, whereupon the provisions of this Agreement will apply.

#### Material Change in Circumstance

41. A concessionaire must inform the Corporation promptly of any material change in his/her circumstances. The Corporation may reject or terminate a person's entitlement to benefit under this Agreement in the event of that person furnishing false information in support of an application for benefit, or failing to inform the Corporation promptly of any material change in his/her circumstances.

No persons residing outside Great Britain will be entitled to concessionary fuel or cash in lieu in any circumstances.

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

42. The Corporation will supply only one allowance of concessionary fuel or cash in lieu per household irrespective of the number or class of individuals employed by the Corporation who live in that household.
43. An entitlement to concessionary fuel or cash in lieu will not be granted to both a widow/widower and a dependent parent as a result of the death of one individual.
44. Where at any time any person has more than one entitlement to concessionary fuel or cash-in-lieu, such persons will have in lieu of such entitlements a single entitlement equal to the largest entitlement.

#### Carry Over of Entitlement

45. Any part of the annual entitlement to benefit, including, for beneficiaries, any part-bag smokeless fuel entitlement, which is not taken in the Fuel Year in which it is due may not be carried forward from one Fuel Year to the next. Part-bag smokeless fuel entitlements for serving staff remaining at the end of a Fuel Year may be carried forward to be added to the following year's entitlement.

Customary Practice

46. O.S.G. staff who elect to take a customary practice entitlement of coal in retirement will be eligible to apply for benefit under the Corporation's arrangements for retired staff and beneficiaries if they become infirm or subject to a smokeless zone at a date later than the effective date of this Agreement. This concession applies to all applications made by beneficiaries after the effective date of this Agreement, irrespective of the date of their retirement.

Effect on other Agreements

47. This National Fuel Agreement for O.S.G. staff will supersede all previous fuel Agreements for such staff and all local arrangements and custom and practice other than those specifically provided in a customary practice protected by the 1947 Coal Industry Nationalisation Act.

Nothing in this Agreement shall detract from entitlements to concessionary fuel which are established under Section 37 of the Coal Industry Nationalisation Act 1946.