

# MEMORANDUM OF AGREEMENT

made the 31st day of July 1939

BETWEEN

THE

**NORTH STAFFORDSHIRE COLLIERY OWNERS' ASSOCIATION**

and

**THE NATIONAL UNION OF ENGINEMEN, FIREMEN,  
MECHANICS AND ELECTRICAL WORKERS.**

(Supplemental to the Wages Agreement dated the 12th July, 1934, herein called "the principal Agreement" and the Agreements dated the 14th July, 1934, 12th February, 1936, and 13th October, 1937)

**WHEREBY it is AGREED as follows :—**

That as from the 31st July, 1939, the Principal Agreement shall be read and construed as if

1. For Clauses 2, 3 and 5 of the Second Schedule thereto the following Clauses were substituted :—

"2. The percentage payable in the District shall be ascertained as follows :—

From the net proceeds of Sale of Coal during each of the 12 months of the period of ascertainment as defined in Clause 5 of this Schedule there shall be deducted the Costs of Production other than Wages during the like period, the difference being termed "the Surplus". 86% of the Surplus shall be devoted to Wages. From the amount so determined shall be deducted the cost, during the like period, of the flat rate advances under the Agreement of the 12th February, 1936, and (subject to the provisions of Clause 3 of this Schedule) the total of the 12 monthly amounts remaining after such deduction shall be expressed as a percentage of the Wages paid at 1911 Basis Rates, during the period of Ascertainment, which percentage, to the nearest whole number thereof, shall (subject to the minimum percentage referred to in Clause 2 of this Agreement) be the percentage applicable to the Basis Rates for Wages to be paid during the period in respect of which the Ascertainment was made".

"3. If in any month during the period of Ascertainment the balance of the 86% of the Surplus over the cost of the Flat Rate advances under the Agreement of the 12th February, 1936 shall not be sufficient to pay Wages at the minimum percentage prevailing for the period for which the Ascertainment fixes the percentage the deficiency shall be added to the 86% of the Surplus devoted to Wages and

included in the total of the 12 monthly amounts to be expressed as a percentage of the Wages paid at 1911 Basis Rates. The deficiency so added shall be carried forward and dealt with in subsequent months' ascertainment according to the following method, so as to secure effective recoupment thereof:—

In any month, in any Ascertainment in which the balance of the 86% of the Surplus over the cost of the Flat Rate advances is greater than the amount required to pay the said minimum percentage, one-third of the difference shall be deducted from the 86% of the Surplus devoted to Wages and excluded from the total of the 12 monthly amounts to be expressed as a percentage of the Wages paid at 1911 Basis Rates. The amount so deducted and excluded shall be applied to recoupment of deficiencies (if any). Provided that so long as the period of Ascertainment be 12 months and determines wages for only one month, the deficiency to be carried forward for recoupment shall be one-twelfth of the amount of the deficiency ascertained as above, and the amount to be applied to recoupment shall be one-twelfth of the amount, if any, shown to be available for that purpose. Provided also that there shall be cancelled £500,000 of the deficiency existing at 31st May, 1939".

- "5. Until otherwise agreed, the period of Ascertainment shall be 12 months,—that is to say, the percentage for the month of August, 1939, shall be determined by the ascertained results for each of the 12 months ended June, 1939, that for the month of September, 1939, by the ascertained results for each of the 12 months ended July, 1939, and so on".

2. The following words were added to Clause 2 of the principal Agreement:—

"For Wages payable from 1st August, 1939, the minimum percentage shall be 40%, provided that if hereafter during the continuance of this Agreement there shall be any National or general increase in wages which the members of the North Staffordshire Colliery Owners' Association shall become under an obligation to pay in addition to the wages payable under the above-mentioned Agreements, then the said minimum percentage of 40% shall be reduced to 39% from the time such National or general increase in wages shall become payable".

**For and on behalf of the North Staffordshire Colliery Owners' Association**

**T. YATES**, *President.*

**I. W. CUMBERBATCH**, *Vice-President.*

**E. A. WRIGHT**, *Secretary.*

**For and on behalf of the National Union of Enginemen, Firemen, Mechanics and Electrical Workers**

**G. J. TIMMIS**, *District Secretary.*

**ALBERT E. BENNETT**, *Assistant District Secretary.*

NORTH STAFFORDSHIRE DISTRICT.  
WAR ADDITIONS TO WAGES.

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**AGREEMENT**

made the 31st day of October, 1939,

**BETWEEN**

**THE**

**NORTH STAFFORDSHIRE COLLIERY OWNERS' ASSOCIATION**

and

**THE NATIONAL UNION OF ENGINEMEN, FIREMEN,  
MECHANICS AND ELECTRICAL WORKERS.**

Supplemental to the Agreement of 12th July, 1934, (herein called "the principal Agreement") as amended by the Agreements of 13th October, 1937, and 31st July, 1939, and to the "Flat rate advance" Agreement of 12th February, 1936.

1. Consequent upon discussions of the Joint Standing Consultative Committee for the Coal Industry there shall be an advance in Wages to meet increased cost of living due to the War.
2. The advance shall commence as from 1st November, 1939, and continue in operation until the end of December, 1939.
3. The advance shall be 8d. per shift for workers 21 years of age and over, and 4d. per shift for workers under 21 years of age.
4. Youths under 21, working in adult classes and receiving adult rates of pay to have the 8d. advance.
5. The advance to be paid in respect of ordinary shifts worked, subject to payment for a maximum of six shifts worked in any one week.

6. In ascertaining the percentages payable in the District under Clause 2 of the Second Schedule of the principal Agreement, as amended by the Agreement of 31st July, 1939, the above advances shall be treated in the same manner as the flat rate advances under the Agreement of 12th February, 1936, namely, the cost thereof each month shall be deducted from the 86 per cent. of the surplus available for wages before expressing the percentage of the wages paid at 1911 basis rates.

**For and on behalf of the North Staffordshire Colliery Owners' Association**

**T. YATES**, *President.*

**I. W. CUMBERBATCH**, *Vice-President.*

**E. A. WRIGHT**, *Secretary.*

**For and on behalf of the National Union of Enginemen, Firemen, Mechanics and Electrical Workers**

**G. J. TIMMIS**, *District Secretary.*

**ALBERT E. BENNETT**, *Assistant District Secretary.*



# This Agreement

made the 31st day of July, 1939

BETWEEN

THE

**NORTH STAFFORDSHIRE COLLIERY OWNERS' ASSOCIATION**

of the one part and

**THE NORTH STAFFORD MINERS' FEDERATION and  
THE NORTH STAFFORDSHIRE DISTRICT OF THE NATIONAL  
UNION OF ENGINEMEN, FIREMEN, MOTORMEN, MECHANICS  
AND ELECTRICAL WORKERS**

of the other part

Whereby it is agreed as follows :—

That the Attendance Bonus Agreement dated the 17th day of March 1938 shall be read and construed as though in Clause 1 thereof "£2 0s. 0d." were substituted for "£1 10s. 0d." as the Bonus for employment for 12 months for single workers 21 years of age and over.

AS WITNESS the hands of the parties.

For and on behalf of the North Staffordshire Colliery Owners' Association

T. YATES, *President.*

I. W. CUMBERBATCH, *Vice-President.*

E. A. WRIGHT, *Secretary.*

For and on behalf of The North Stafford Miners' Federation

HUGH LEESE, *President.*

F. J. HANCOCK, *Secretary and Agent.*

For and on behalf of The North Staffordshire District of The National Union of  
Enginemen, Firemen, Motormen, Mechanics and Electrical Workers

G. J. TIMMIS, *District Secretary.*

ALBERT E. BENNETT, *Assistant District Secretary.*