

MEETING HELD ON SATURDAY THE 13th FEBRUARY, 1960 FOLLOWING THE ARRANGEMENT ENTERED INTO BY MR. P. SMALLMAN, AGENT/MANAGER, MR. J. LALLY, N.U.M. BRANCH SECRETARY & MR. A. SEYBEN AND MR. G. POOLE, THE REPRESENTATIVES OF THE SOUTH MOSS FILLERS, ON FRIDAY THE 12th FEBRUARY, TO DISCUSS AS FULLY AS POSSIBLE, THE DAILY ASSESSMENTS OF ALL WORK DONE BY THESE FILLERS DURING THE WEEK ENDED FEBRUARY 6th, 1960.

PRESENT:

For Management

For N.U.M. and Workmen

Mr. G. A. Haslett - Assistant Manager  
 Mr. R. J. Ford - Undermanager  
 Mr. H. Cook - Labour Officer  
 Mr. H. Dunn - Overman

Mr. J. Lally - NUM Branch Sec.  
 Mr. A. Seyben  
 Mr. G. Poole

Mr. P. Smallman, Agent/Manager, expressed his apologies, through Mr. G. A. Haslett, Assistant Manager, for unavoidable absence.

Mr. Ford opened the meeting by reviewing the conditions applicable to the South Moss face. He knew there were sections on the face where bannock was following the coal for which he thought the men were fully paid. He was ready to go over the work done by the men day by day and, if it was found that they had been underpaid, an adjustment would be made.

Mr. Lally reminded Mr. Ford that in all Agreements there was an abnormality clause which seemed to him had not been adhered to. He thought the Chargeman and Deputy should assess the amount of abnormal ground at the commencement of the shift and extra men be sent in whose wages would be met by the Board.

Mr. Ford said he was ready to go over with Mr. Seyben day by day, what he considered was just compensation for the abnormal ground experienced.

*H. Dunn Overman*  
~~Mr. Seyben~~ then gave a daily account of the yards of face filled off, the length of bannock dealt with and agreed with Mr. Ford on the compensation, in shifts, which would meet the extra work involved. On Monday, 105 yards of face were filled off in an area from 11's pack to the top end, together with three mens coal in the deep side. In the section from 11's pack to the top end there were 12 yards of bannock and in the deep side 4 yards of bannock, otherwise the deep side was in excellent condition. Mr. Seyben agreed with Mr. Ford that it would take a man half a shift to deal with each end of the face, therefore for this day, one shift should be paid as compensation. On Tuesday, coal was filled off from the deep side to 12's pack a length of 135 yards. Of this there were 20 yards of bannock from the 1st to 3rd pack and 45 yards from the 3rd to the 9th, a distance of 20 yards and 45 yards respectively. He again agreed with Mr. Ford that it would take 2½ shifts to compensate for this ground, to which also Mr. Ford was willing to add another half shift for the deep side. On Wednesday, from 12's pack to the top end and all the deep side, a distance of 136 yards were filled off. Of this there was bannock down from 15's to 16's pack, which, together with the bottom end of the face, would take an extra shift to deal with it. This was agreed by Mr. Seyben and Mr. Poole.

On Thursday from the level to 14's pack, a distance of 138 yards were filled off, in which length there were about 65 yards of bannock following the coal. Mr. Seyben agreed with Mr. Ford that 2½ shifts would pay for this bad ground to which also Mr. Ford offered another half shift for the deep side and 1½ shifts for delays. On Friday, from 14 pack to the top end and from the deep side to the 3rd pack a distance of 142 yards were filled off. There was bannock down in this area which Mr. Seyben agreed it would take 2½ man shifts to deal with, together with a hindrance met with in which the coal from 3 pack to 5's pack had fired badly and a shortage of detonators was experienced. Mr. Ford said he was quite willing to allow 2½ shifts for this, plus ½ shift each for the bottom end and top end of the face.

Mr. Lally raised the question of payment for fast ends to which Mr. Ford replied that they had been paid for. Mr. Ford then proceeded to add up the total shifts which Mr. Seyben had agreed would compensate for payment for abnormalities.

/This totalled.....

5 This totalled 12 5/6 shifts, to which Mr. Ford said that he was also ready to allow an extra 5 shifts for timbering. Thus, the total number of extra shifts to be paid to meet the abnormalities for the week, totalled 17 5/6ths. Mr. Ford asked if this assessment met with approval of the men, to which Mr. Seyben said it did.

Mr. Ford then proceeded to go over the payments made to the men recorded on the wage bill and which were as follows:-

	£.	s.	d.
For Bannock	11	5	0
Bannock	22	10	0
5 Fast Ends	6	5	0
Bad roof	21	12	6
Flitching 25 @ 6/6d.	8	2	6
	<u>69</u>	<u>15</u>	<u>0</u>

Mr. Ford then gave the equivalent in wages for 17 5/6th shifts at the rate earned which was

$$17 \frac{5}{6} \times 57/6 = \text{£}51 \quad 5\text{s.} \quad 3\text{d}$$

This, Mr. Ford compared with the amount of £69 15s. 0d allowed for fast ends and bad ground.

Mr. Lally then disagreed with the method of assessment for abnormalities. He contended that before the men started to fill the coal the Chargeman and Deputy should go up the face, take stock of the bad ground, assess the extra manshifts required to deal with it, and arrange to provide those extra shifts at the expense of the Board. He also contended that disputes such as we were discussing could have been avoided if the Deputy and Chargeman agreed, at the end of the shift, the value of the abnormalities met with during the shift and a triplicate sheet made out by the Deputy and handed to the Chargeman. This was not taking place in this face.

Mr. Ford disagreed with this, stating that everyday at the end of the shift, the work done by the men, both with respect to the yards of coal filled off and any extra work involved, was agreed between the Deputy and the Chargemen. He was not referring specifically to the issuing of triplicate sheets but all work was definitely agreed daily between Deputy and men through their Chargeman and was paid for. In addition to this, assessment of work done during the week in question had been thoroughly gone into this morning, and adequate and agreed reward for the same had been stated.

Mr. Lally said that difficulties had been met with on the North Moss face a few weeks ago, since which, Weatherall had been given a triplicate sheet by the Deputy, and there had been no trouble since.

Mr. Ford contended that these men had received generous allowance for the abnormalities met with as our assessment showed this morning and to which the Chargeman had fully agreed. He was willing, if the N.U.M. and Chargeman wished, to come tomorrow morning (Sunday) to meet the Chargeman again, to further discuss this question.

This offer could not be accepted due to travelling difficulties.

Mr. Lally asked if an offer could not be made this morning.

Mr. Ford re-emphasised that generous allowances had been made but he was willing to take another look at it.

Mr. Lally then expressed his dissatisfaction and said that he would put this question into the Dispute Stage.

The meeting then terminated.

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NATIONAL COAL BOARD - CHATTERLEY WHITFIELD COLLIERY.

NOTES OF MEETING HELD AT CHATTERLEY/WHITFIELD ON 16th MARCH, 1960,  
TO DISCUSS REVISION OF CONTRACT PRICE ETC., FOR PACKING, WASTE DRAWING  
AND CHOCKING ON THE SOUTH MOSS FACE.

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Present

For Management.

H. Cook - Labour Officer.

For N.U.M. and Workmen.

J. Lally - N.U.M. Branch Secretary  
W. Bevan - N.U.M. Branch President  
R. McIntyre - Packer

Also in attendance, Mr. H. Mounfield, Assistant Training Officer.

Introduction N.U.M. The claim for the packers and Waste drawers was put by Mr. Lally who began by stating that the present contract had been operating since 1952.

When this contract was agreed, normal face conditions prevailed but now, on this face, conditions were such that packers were putting on packs of 7'6" and 8' in height.

N.U.M. Claim (1) He contended that under these conditions it was impossible for any man to make wages and under such circumstances he was asking that a standard pack of 4 yards in length 4 feet 6 inches high and 4 feet 6 inches in width should be paid at the rate of 7/6d (SEVEN SHILLINGS & SIXPENCE) per yard and not 7/-d (SEVEN SHILLINGS) as at present.

N.U.M. Claim (2) Further, he asked that the rate for waste drawing, which at present was one and three pence per yard, should be increased to one and six pence per yard.

N.U.M. Claim (3) Where chocks are set and paid for at the present price of two shillings each, he requested that they should be paid at one shilling per foot in height.

N.U.M. Claim (4) For ridding into packs of over four yards and up to six yards in length, an addition of one shilling and six pence per yard be paid where normal packing conditions prevailed. An additional payment for ridding into a pack ten yards in length should be made at the rate of 30/-d and for packs more than six yards and less than ten yards in length a proportionate amount of this sum, was requested. Packing incrementals to remain as at present.

Management's Reply. It was agreed that the present packing and waste drawing Contract had been in operation since 1952 and was for the Moss Seam. To segregate one face from the other two was not practical, certainly the Board could not agree for this to be done. It was not possible to agree with Mr. Lally with respect to the face being in such a condition as to make it impossible to make good wages. As a matter of fact, it could be shown that wages up to 78/6d per shift had been made this year on this face by a packer who was present at this meeting. It was true that lower rates had been earned but all men had not the same ability, and high earnings of some other men could be quoted. Where abnormal ground had to be contended with, the incremental and abnormality clauses would be brought into operation and it was for the packer and the Deputy to agree together on the value of the abnormality.

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Replying to the quoting of earnings, Mr. Lally also could quote earnings as low as 34/- d and if the Management desired could go back as far as June 1959 to show some poor earnings. It was all very well to say that the Deputy and the men should agree the value of an abnormality, but it was well known the Deputies would not do this. He also contended that the abnormal conditions pertaining on this face was of such a duration as to make the abnormal, normal, and therefore in order to enable these packers to make a decent wage, this face should be separated from the other two faces in this seam, and his claim granted.

Management.

The Management insisted that a Deputy and workmen could agree on the value of abnormalities experienced. The Deputy then discussed this with the Undermanager, advising him on the conditions under which a man had been working and the value in money, to meet them. With reference to earnings, Mr. Lally had quoted earnings as low as 34/-d per shift but this was offset by regular earnings between 50/-d and 70/-d per shift and sometimes higher, as quoted before. There appeared to be adjustments in payments of a minor character to be necessary but it was thought the claims being made were unnecessary and could not be conceded.

N.U.M.

Then this question, as I expected, will be referred to the next stage.

The meeting ended.

NATIONAL COAL BOARD

West Midlands Division

No.1 (North Staffs.) Area

Report of a Meeting held in the Offices  
at Chatterley-Whitfield Colliery on  
Tuesday, 25th November, 1958.

Present:

- Mr. R.R. Job - Area Industrial Relations Officer
- Mr. C.C. Bradbury- Area Manpower Officer
- Mr. H. Cook - Colliery Labour Officer
- Mr. J. Lally - Branch Secretary, N.U.M.
- Mr. W.J. Bevan - N.U.M. Branch President

Mr. Job stated that this meeting was called to advise and discuss with the Union representatives the closure and dismantling of the Briquetting Plant at Chatterley-Whitfield Colliery. The reason for this closure was that large stocks of briquettes had piled up and the Marketing Department had estimated that it would take at least twelve months to dispose of the present stocks. Mr. Job went on to say that the Divisional Board had decided that production would cease at the Briquetting Plant on Friday, 28th November. This would lead to the redundancy of the men at present employed on the Plant and he read out the names and other details of the men concerned. These were as follows:-

<u>Name</u>	<u>Age</u>	<u>Length of Service</u>	<u>Occupation</u>
F. Holdcroft	48	13 years	Foreman
J. Machin	51	11 years	Mechanic
A. Brogan	47	11 years	Mechanic
E. Spender	48	1 year	Loader
E. Brereton	33	1 year	Loader
J. Clee	64	13 years	Operator
R. Broad	54	11 years	Operator
J.B. Appleby	62	10 years	Operator
J. Maxfield	28	1 year	Loader
H. Jennings	54	10 years	Operator
R. Cox	22	1 year	Loader
G. Frost	57	10 years	Loader
G. Burgess	27	1 year	Loader
H. Walshaw	48	1 year	Loader
S. Hancock	41	9 years	Slack Emptier
H. O'Donnell	50	11 years	Operator
J.W. Ellerton	35	8 years	Loader
T. Finler	42	8 years	Loader

Mr. Job continued by saying that he was requesting the full co-operation of the N.U.M. representatives and their members and requested that this closure and redundancy be discussed at the next Colliery Consultative Committee on Monday, the 1st December. Mr. Job regretted that he could not be present and stated that the Area Manpower Officer would attend in his place.

Mr. Lally pointed out that this Consultative Committee meeting would take place after the closure of the Briquetting Plant and it was, therefore, rather late to discuss the question and ask for the Committee's assistance. Mr. Job, in reply, said that after Mr. Lally had heard various other comments that he had to make he would realise that this discussion at the Consultative Committee was not as pointless as it might at first appear to be. He had discussed the points he proposed to make with the Area General Manager, who was in agreement with them and he sincerely hoped that he would be able to get the agreement of the Union representatives on these points also. These were:-

- 1) that the six men who only had one year's service to their credit should be interviewed no later than Thursday, 27th November, and if medically fit be offered underground employment after training. They would be served with fourteen days' notice on Friday the 28th November in respect of their present

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employment and re-engaged in their new employment category wherever this was possible.

- 2) The two mechanics affected would be transferred to other surface work on the colliery if they were not required in connection with the dismantling and storing of the Briquetting Plant. Notice would also have to be given to these men and then they should be re-engaged as normal colliery surface mechanics.
- 3) The foreman and all other men concerned will be offered work in dismantling and stocking the Briquetting Plant in the Briquetting Plant building. They will cease to work the shift hours as at present and henceforth will work the recognised hours under the Ancillary Workers Agreement.
- 4) After all the work of dismantling and storing the plant has been completed four of the men concerned will be retained in the stockyards for loading and despatching purposes for as long a period as they can usefully be retained.
- 5) As the work listed above for the various men ceases to be available each man to be interviewed by Mr. Cook and Mr. Lally and placed in any suitable surface vacancies that occur. The Area Manpower Officer to assist in this in respect of placing men at other collieries providing it is within a reasonable orbit of travel. These arrangements are in accordance with present practice.

After Mr. Job had enumerated these points a short discussion took place on consultation and certain individual cases were briefly discussed.

The above points were then agreed as satisfactory by Mr. Lally and Mr. Bevan.

Subsequent discussion was had on details regarding the method of operation of the points outlined above and it was agreed that all notices of termination of employment that were issued should be carefully worded giving the reason for the necessity of the notice having to be issued.

On behalf of the Industrial Relations Department it was decided that Mr. Cook, Colliery Labour Officer, should deal with this matter at colliery level and keep Mr. Job informed.

It was agreed that Mr. Cook and Mr. Lally would see the men affected at the Briquetting Plant the next day, i.e. 26th November, 1958, to inform them of this closure and the proposed subsequent action regarding their future employment or redundancy.

Mr. Lally noted the names and other details of the men concerned so that he could, from his knowledge of the men and other relevant factors, arrange them in order of "consideration" precedence.

At this point Mr. C.W. Hibbert, No.1 Group Mechanical Engineer, joined the meeting. Mr. Job briefly ran through the various points that had been put forward by him and accepted by the N.U.M. officials and asked Mr. Hibbert if he would attend the Colliery Consultative Committee if it was at all possible. This Mr. Hibbert promised to do.

Mr. Job then raised the question of the two mechanics and Mr. Hibbert requested that these men be transferred to the Colliery Workshops as soon as possible. He went on to point out that the other workers concerned were pieceworkers and that loading was very heavy work. He stated that he wished to bring this point to the notice of the members of the meeting in view of the fact that one or two of the men concerned were over the age of 60.

Mr. Job explained the necessity and value of working in full co-operation and consultation with the Union officials and with Mr. Cook. Mr. Hibbert replied to the effect that he fully appreciated it was only in this way that the difficulties of a transaction of this nature could be overcome.

At this point Mr. Lally referred back to the fact that the men concerned were pieceworkers at present and queried the rate of payment for the work of dismantling and stocking the plant. After a brief discussion in which the following

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points were raised it was decided to refer this question for enquiry. The points were:-

- 1) does the present day rate for such workers consist of the basic rate to which bonus is added, and
- 2) will the present day rate be applicable to the work of dismantling and stocking.

A decision on these points to be referred to Mr. Cook as soon as possible.

Whilst on the question of rate of payment Mr. Lally raised a further point and that was that after the Briquetting Plant had ceased then strictly speaking the men left to do the loading were no longer ancillary workers and he queried whether the day rate for Briquetting Plant workers or the rate of payment for wharf loaders would then become applicable.

Mr. Hibbert pointed out that there were two agreements for payment of wages to Briquetting Plant employees. The first was for "making" and there was a separate contract for putting "on the ground" and "lifting off the ground". He agreed to turn up the agreements and rates and supply these to Mr. Cook so that he in turn could discuss them with Mr. Lally.

It was also agreed that an enquiry would be made to ascertain whether or not any men who were not placed in employment could qualify for redundancy pay.

After agreeing several other minor points of procedure the meeting terminated.