

**MEMORANDUM OF UNDERSTANDING  
U.S. DEPARTMENT OF LABOR (MSHA)  
AND  
THE AFGE/AFL-CIO  
NATIONAL COUNCIL OF FIELD LABOR LOCALS (NCFL)**

**INTRODUCTION**

This Memorandum of Understanding (MOU) entered into between the U.S. Department of Labor (DOL) and the NCFL in accordance with the applicable provisions of the master DOL-NCFL agreement.

**SUBJECT**

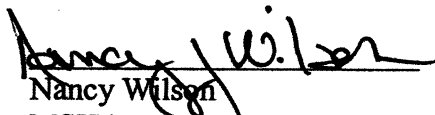
This MOU covers the agreement reached between the parties over the impact and implementation of the revisions to the Mine Safety and Health Administration's Administrative Policy and Procedures Manual, Chapter 1000, Qualification Requirements (Medical).


**TERMS OF AGREEMENT**

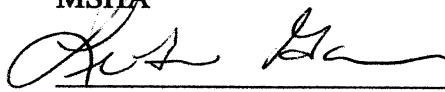
1. Management will provide, as early as possible, advanced notice prior to scheduling all medical exams. It is the responsibility of the employee to notify management of a conflict that would prevent him/her from taking the exam as soon as possible. An employee who does not take the exam will be notified orally or in writing of his/her new examination date.
2. Costs associated with medical exams, including time and travel, will be administered in accordance with the APPM Vol. 4, Chapter 1000.
3. Employees who may be deemed to have failed any portion of their medical exam will be afforded an opportunity to provide additional information from their personal physician(s). In the event that the additional information proves an MSHA paid exam is incorrect, MSHA will reimburse the employee for the cost attributed to that portion of the erroneous exam, including time and travel. Also, if the Agency requests additional information, MSHA will reimburse all out-of-pocket expenses borne by the employee.
4. The parties agree to develop the criteria to be used to guide employees on what type of medical information is needed by an employee to return to work after a 30 day absence. This would apply in those instances where an employee is absent from duty due to an off the job injury or illness. We agree to begin this task in approximately 2 weeks from the date of this agreement.

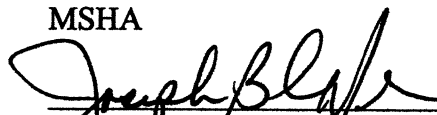
5. In the event an employee is ultimately determined not to meet the medical requirement of his/her job, a waiver will be considered by the Agency. In the event that a waiver is not granted the employee will be granted job considerations in accordance with applicable laws and regulations.
6. The Agency will select medical providers in accordance with law, rule, or regulation. Complaints and concerns dealing with the quality of medical providers can be raised to management and will be addressed accordingly.
7. The Agency will remove Appendices F-3 and F-4 from the APPM.
8. The FOH 22 Form: Part A is mandatory and will be completed by the employee. Part B will be completed at the discretion of the Medical Provider.
9. It is the intention of MSHA to revise the environmental factors and functional requirements identified in Appendix C. It is not the intention of MSHA to allow individual exposures that exceed the PEL's and TLV's for those hazardous substances identified in Appendix C.
10. The Agency will notify the employee when a request has been made for his/her medical records, in accordance with law, rule, or regulation.
11. The words "voluntary" & "without duress" will be removed from the Medical Release form. MSHA will use DOL's Authorization for Release of Medical Information Form when approved.

FOR THE DEPARTMENT:


  
 Nancy Wilson  
 MSHA


  
 Lana Lawless  
 MSHA

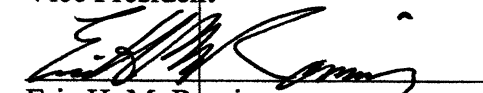
  
 LeFawn Gaines  
 MSHA

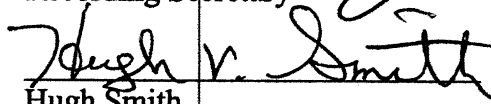
  
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Effective date of this MOU

10/27/2005