

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

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between MSHA and the NCFL in accordance with the applicable provisions of the master DOL-NCFL agreement.

SUBJECT

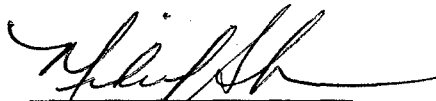
This MOU provides agreement between the parties with regard to MSHA's installation of systems furniture in the district and field offices.

TERMS OF AGREEMENT

1. The parties understand that negotiable issues not specifically addressed in this MOU will continue to be subject to the provisions of the master DOL-NCFL agreement.
2. This agreement applies only to the use of the systems furniture that was demonstrated for the parties on February 13, 2006. All other furniture configurations or space issues are subject to the provisions of the master DOL-NCFL agreement.
3. The parties agree to the use of the systems furniture, which was demonstrated for the parties in Arlington, Virginia on February 13, 2006. It is understood that the systems furniture will be used primarily for new space and it may not be feasible to use the systems furniture under all circumstances.
4. Where practical, MSHA will provide employees in the district and field offices 80 square foot work stations with the understanding that MSHA will adhere to the utilization rate for square footage as prescribed by the Department of Labor in DLMS 2 Chapter 400. If 80 square feet work stations are not practical due to available space through GSA, lessors, etc., the parties agree that the square footage will be negotiated locally in accordance with the DOL-NCFL agreement to determine the size of the work stations not to exceed 80 square feet.
5. The parties agree to only one size work station per office, with the exception of supervisory, administrative, and/or support personnel.

6. Employees will have a one-time choice of a kiosk or lateral file cabinet prior to the installation of the systems furniture.
7. Employees will have a one-time choice of open or closed panels between work stations prior to the installation of the systems furniture.
8. Employees will be provided the adjustable chairs as demonstrated for the parties on February 13, 2006. If these chairs become unavailable, the parties will follow the provisions of the master DOL-NCFLL agreement for the selection of alternate chairs.
9. Each work station will be provided a laptop computer docking station/holder as demonstrated for the parties on February 13, 2006.
10. Each office will be provided an end station to accommodate paper storage, printer, etc., as demonstrated for the parties on February 13, 2006.

FOR THE AGENCY:



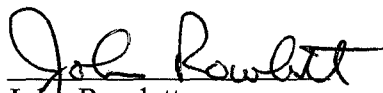
Michael Schimmenti
Chief, Facilities and
Property Management Branch

Date: 7/19/06



LeFawn Gaines
Chief, Labor and
Employee Relations Branch

Date: 7/19/06



John Rowlett
Director, Management
Services Division

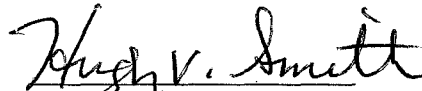
Date: 7/19/06

FOR THE NCFLL:



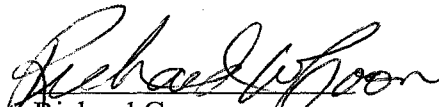
Bill Henson
Vice President

Date: 7/19/06



Hugh Smith
Treasurer

Date: 7-19-06



Richard Coon
Vice President

Date: 7-19-06

Joseph Blake

Joseph Blake
Human Resources Specialist
OASAM

Date: 7/19/06