

U.S. Department of Labor

Office of the Assistant Secretary  
for Administration and Management  
Washington, D.C. 20210

*FILE UNDER  
BARGAINING*



JAN - 8 1997

Mr. Jesse Rios  
President, NCFLL, AFGE  
U.S. Department of Labor  
230 S. Dearborn Street, Room 468  
Chicago, Illinois 60604

RE: SWU-MSHA-00-97-051  
MOU on the Closing of DSHTC and the  
reassignment of employees

Dear Jesse:

Enclosed is the signed Memorandum of Understanding (MOU) for the closing of the Denver Safety and Health Technology Center (DSHTC) and the reassignment of employees to Triadelphia, West Virginia. MSHA will be taking the necessary steps to comply with the terms and conditions of the MOU and will hold an all employee meeting for Center employees to explain the terms of the MOU before implementation begins. The NCFLL will be invited to attend the Center's all employee meeting. We will be providing the NCFLL the date and time of the meeting as soon as it has been arranged.

Please call me on (202) 219-6511 Ext. 203 if you have any questions or concerns regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Carl D. Small".

*For* JOEL LOVELACE  
Labor Relations Specialist

Enclosure

cc: NCFLL Executive Committee

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. DEPARTMENT OF LABOR  
AND THE  
NATIONAL COUNCIL OF FIELD LABOR LOCALS

**I. INTRODUCTION**

This is a Memorandum of Understanding (MOU) entered into between the U.S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFLL), AFGE, AFL-CIO, in accordance with the applicable provisions of the master DOL-NCFLL Agreement.

**II. SUBJECT**

This MOU concerns the Department's intent to conduct an orderly closing of the Denver Safety and Health Technology Center (DSHTC) and subsequent reassignment of employees to Triadelphia, West Virginia. The parties understand that nothing in this MOU should imply that the NCFLL concurred in the decision to close DSHTC or the process used in arriving at such a plan. Rather, the MOU merely addresses the impact and implementation of such a decision. The parties also recognize that this relocation is unique because of the number of highly skilled technical personnel impacted and that nothing in this agreement establishes a precedent for any future moves.

1. Employees will be given letters of directed reassignments on March 20, 1997. Employees shall accept or decline in writing within ten calendar days. The written response shall be given to their immediate supervisors.
2. Employees will be provided the opportunity to be considered for specified vacancies with the Mine Safety and Health Administration prior to the issuance of directed reassignment letters. The listing of available vacancies will be given to staff by letter no later than January 20, 1997. Employees shall respond in writing to these letters expressing their 1st, 2nd, and 3rd preferences within ten work days. Their written responses shall be provided to their immediate supervisors.
3. Depending on requirements of the jobs and employees' skills, management will undertake to accommodate employees in the MSHA vacancies identified in #2 above. This includes training agreements and waiver of minimum qualifications where appropriate. Employees placed as a result of this paragraph will receive a directed reassignment to the new position by March 1, 1997.
4. Management will accommodate employees' preferences for reassignment as far as possible, given positions available and job categories. Where there are ties, they will be broken first by length of service with DOL, second by Federal service computation date, and third by coin flip.
5. Employees will be eligible for all benefits available under the directed reassignment procedures. The National Council of Field Labor

Locals and the Department of Labor agree to explore all avenues to assist employees who decline reassignment via the Department's Career Transition and Assistance Program. These avenues will include unemployment insurance counseling, assistance in preparation of SF-171s, the Employee Assistance Program, retirement counseling, information on tax implications, employment services, and any other options available and appropriate. In addition, MSHA will work closely with the Ohio Valley Industrial Business Development Corporation who has expressed an interest in assisting spouses and family members of DOL employees with Career Transition Assistance and familiarizing them with the area and its amenities.

6. The parties mutually agree that prior to the effective date of implementation of the physical move, issues involving space will be dealt with at the local level pursuant to the DOL-NCFLA Agreement.
7. The parties recognize that should any substantive changes to the plan to close DSHTC change subsequent to the signing of this MOU as a result of the General Accounting Offices' review, actions by the Congress, or any other outside third party, the DOL and NCFLA will reconvene to further bargain the impact, as appropriate.
8. Consistent with applicable law, rule, and regulation administrative leave may be granted to interview for other jobs, as appropriate.
9. Consistent with 5 CFR 575 and available budget resources, MSHA will take the necessary steps to approve relocation bonuses for employees relocating to Triadelphia, West Virginia. The parties recognize the uncertainty surrounding the approval process and the unlikely nature that every position may qualify for a relocation bonus. Factors to be considered during the approval process are: the success of recent efforts to recruit high quality candidates for similar positions; recent turnover rates; labor-market factors that may affect the ability of the DOL to recruit high quality candidates for similar positions; and special qualifications needed for the position. The total amount of the relocation bonuses will not exceed \$75,000 which will be disseminated in the following manner:

(A) If 10 or fewer employees receive bonuses, bonuses will be 12½% of their base salary, but not to exceed \$7,500 per employee;

OR

(B) If more than 10 employees receive bonuses, the \$75,000 will be divided equally among the employees.

Before payment of a relocation bonus, the employee must sign a written service agreement for 24 months. Based on the criteria above, once it is determined which employees are relocating to Triadelphia, West Virginia, MSHA will provide a list to the NCFLA of the positions it intends to seek approval for relocation bonuses.

10. The parties may mutually agree to change the dates in this Agreement but the relative time frames between events will remain the same.
11. Subsequent to the signing of the MOU and prior to implementation, the Department will hold an all employee meeting explaining the details of the MOU. Pursuant to the

Federal Service Labor-Management Relations Statute, the NCFLL will be advised in advance of this meeting.

12. The parties acknowledge that all personnel actions related the closing of the DSHTC will be effectuated by September 30, 1997, unless mutually agreed to otherwise.

*Army Leitch*  
FOR THE DEPARTMENT

*Kenneth J. Heenan*  
FOR THE AGENCY

NCFL

*Ronald Yorman*  
EXECUTIVE VICE-PRESIDENT FOR THE

*Richard W. Brown*  
VICE-PRESIDENT FOR THE NCFL

12/31/96  
DATE