

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF LABOR AND THE NATIONAL LABOR
RELATIONS BOARD
RELATING TO THE INVESTIGATION AND PROSECUTION
OF CRIMES AND CIVIL ENFORCEMENT ACTIONS
UNDER THE LABOR-MANAGEMENT REPORTING
AND DISCLOSURE ACT OF 1959 AND THE NATIONAL LABOR RELATIONS ACT**

Whereas, the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA) (Public Law 86-257; 73 Stat. 519) imposes certain duties and responsibilities upon the Secretary of Labor with regard to prosecution of crimes arising under the Act and civil enforcement actions under the Act; and

Whereas, the LMRDA, in section 601, imposes upon the Secretary of Labor the responsibility for conducting investigations of persons who have violated, or are about to violate, any provision of the Act (except Title I, or amendments made by this Act to other statutes); and

Whereas, the LMRDA, in section 607, provides that the Secretary of Labor may make interagency agreements to avoid unnecessary expense and duplication of functions among Government agencies and ensure cooperation and mutual assistance in the performance of functions under the Act; and

Whereas Congress established the National Labor Relations Board (NLRB) to administer and enforce provisions of the National Labor Relations Act of 1935 (NLRA) (Public Law 74-198; 49 Stat. 449); and

Whereas Congress amended the NLRA with the Labor Management Relations Act of 1947 (LMRA) (Public Law 80-101; 61 Stat. 136); and

Whereas Congress, in enacting the LMRDA, “finds and declares that the enactment of this Act is necessary to eliminate or prevent improper practices on the part of labor organizations, employers, labor relations consultants, and their officers and representatives which distort and defeat the policies of the Labor Management Relations Act, 1947....” (LMRDA Section 2(c), 29 U.S.C. § 401);

It is hereby agreed and understood that the Department of Labor (DOL) and the NLRB (each also referred to as an “agency” and collectively as “agencies”) seek to define and enhance ongoing cooperation and coordination between the two agencies by means of this Memorandum of Understanding.

1. *Facilitating Communication.* To promote communication among senior management, DOL and the NLRB will provide each other, semiannually, with updated lists of the names, telephone numbers, and email addresses of field office and national office directors, as well as other key staff as appropriate.

2. *National Office Coordination Group.* DOL and the NLRB will establish a coordination group at the national office level to confer on matters of mutual concern and interest. The coordination group will meet at least once a year, with additional meetings to be held as needed.

3. *Sharing Information.* DOL and the NLRB recognize the value to each agency of sharing investigative information as permitted by law. DOL and the NLRB further recognize that certain information maintained may benefit investigative activities of both DOL and the NLRB. The sharing of such information between DOL and the NLRB on a controlled basis facilitates efficient investigations. DOL and the NLRB will execute a formal information sharing agreement at a future date.


4. *Training.* DOL and the NLRB recognize that it is worthwhile to cross-train appropriate staff to share an understanding of each agency's mission and investigative jurisdiction so that our resources can effectively protect the public. Each agency will seek to identify periodic internal training opportunities which may be appropriate for staff to attend.

5. *Instructions.* So that the terms of understanding will be effectively performed, DOL and the NLRB will provide written guidance for their respective staff. Such instructions will be submitted for comment to the other agency before the instructions are issued.

6. Periodic reviews of this Memorandum of Understanding will be made to determine any adjustments which seem necessary based on experience under this Memorandum of Understanding.

7. *Effect of Agreement; Termination.* Nothing in this Memorandum of Understanding shall be interpreted as limiting, superseding, or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties. Either agency may terminate this agreement for any reason at any time with 30 days written notice.

Signed at Washington, D.C., this _____ day of _____ 2020



Peter B. Robb, NLRB General Counsel

Kate S. O'Scannlain, Solicitor of Labor