

U.S. DEPARTMENT OF LABOR
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WAGE AND HOUR DIVISION
AND
THE WOMEN'S BUREAU

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement between the U.S. Department of Labor's (DOL's) Wage and Hour Division (WHD) and the Women's Bureau (WB) regarding the process by which WB and WHD will collaborate on developing, publicizing, promoting, disseminating, and updating as needed compliance assistance and sample materials for domestic service workers and employers of domestic service workers.

As part of these efforts, WHD and WB intend to produce sample agreements (referred to henceforth as "Domestic Service Worker Sample Agreements") that may be used by employers and domestic service workers during the hiring process and/or in negotiations regarding employment to promote compliance assistance and support (1) transparency between employers and workers that helps avoid possible retaliation, and (2) high-quality working conditions and environments.

This document defines the roles and responsibilities of both agencies, as full and equal partners, for the Domestic Service Worker Sample Agreements project.

II. AUTHORITY

WB and WHD enter into this MOU as authorized by their respective supporting legislation. Specifically, WB's authorizing statute under Pub L. 66-259 authorizes the WB "to formulate standards and policies which shall promote the welfare of wage earning women, improve their working conditions, increase their efficiency and advance their opportunities for profitable employment." WHD is authorized to administer and enforce a wide range of laws establishing worker protections, including the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. WHD is authorized to administer and enforce the Federal minimum wage, overtime pay, tip retention, recordkeeping, and child labor requirements of the Fair Labor Standards Act.

III. BACKGROUND

WHD's mission is to promote and achieve compliance with labor standards to protect and enhance the welfare of the nation's workforce. WHD enforces the Fair Labor Standards Act, which includes provisions addressing the federal minimum wage, overtime pay, recordkeeping, child labor and retaliation. WHD also enforces the Migrant and Seasonal Agricultural Worker Protection Act, the Employee Polygraph Protection Act, the Family and Medical Leave Act, wage garnishment provisions of the Consumer Credit Protection Act, and a number of employment standards and worker protections as provided in several immigration related statutes. Additionally, WHD administers and enforces the prevailing wage

requirements of the Davis-Bacon and Related Acts and the Service Contract Act and other statutes applicable to federal contracts for construction and for the provision of goods and services.

WHD is committed to helping employers and workers understand and comply with their rights and responsibilities under federal wage and hour laws. To do so, WHD offers a wide variety of materials to assist with understanding these rights and responsibilities.

The WB's mission is to champion policies and standards that safeguard the interests of working women; advocate for the equality and economic security of women and their families; and promote quality work environments. The WB accomplishes this mission through a combination of research and policy analysis, grant making, and education and outreach.

WB is committed to improving pay and working conditions in key, female-dominated sectors, ensuring workers know and can exercise their rights, and eliminating gender-based violence and harassment in the world of work. To do so, WB has built strong relationships with domestic service worker organizations as well as academics, model employers and local/state governments.

Based on the WB's ability to convene and engage with stakeholders, the WB will provide policy guidance and expertise pertaining to the domestic service workers sample agreements. WB will also engage stakeholders. WHD will consult on compliance assistance related to the laws it enforces.

IV. SCOPE

WHD and WB will collaborate to draft, publicize, promote, and make future updates as required to the Domestic Service Workers Sample Agreements.

Development

In the development of these agreements, WB will include terms that reflect sample language pertaining to the working conditions of domestic service workers. WHD will include sample language that reflects compliance with the laws that it enforces.

WB and WHD will also collaborate on creating a database of existing model/sample domestic service worker agreements by state. This database will aid in identifying emerging trends and options for employers and workers.

All public materials bearing the WB name, logo, or seal must be approved in advance by WB and the Solicitor's Office. All public materials bearing the WHD name, logo, or seal must be approved in advance by WHD and the Solicitor's Office. In the course of fulfilling the responsibilities set forth in this agreement, any materials developed including data may be independently or jointly studied and used by the WHD or the WB.

Publication

WHD and WB will develop an appropriate plan for publishing the Domestic Service Workers Sample Agreements. WHD and WB will finalize the agreements and send to the appropriate parties for publication, including for possible publication on each agency's website and on Worker.gov and Employer.gov.

The agreements may also be linked on the WHD and WB websites.

Promotion

WHD and WB will collaborate on developing and executing a plan of engagement that includes internal and external stakeholders.

Updating

If and when updates to the Domestic Service Worker Sample Agreements are needed, WHD and WB will work together to make changes and update stakeholders on the substantive changes made to the agreements.

V. ESSENTIAL COMMUNICATIONS AND COLLABORATIVE ACTIVITIES REQUIRED BETWEEN PARTIES

A. Ongoing communications will be maintained between WHD and WB regarding the development of these new materials and the dissemination of these materials, including maintaining open lines of communication between designated staff.

B. All relevant and pertinent documents must be reviewed and approved by both agencies prior to finalization.

C. WHD and WB will work jointly to develop the Domestic Service Worker Sample Agreements and disseminate them, including, but not limited to the following:

1. WHD and WB will work collaboratively to develop a rollout plan for the Sample Agreements, including media and outreach events with stakeholders and agency, and department principals to promote the materials.
2. The WHD and WB will collaboratively respond to questions received from interested stakeholders.
3. WHD and WB will work collaboratively in developing agendas and materials for any joint meetings.
4. WHD and WB will collaborate on ongoing updates to the materials, as necessary.

D. For information security purposes, information (including paper-based documents and electronic information such as emails) exchanged pursuant to this MOU remains the responsibility of the supplying agency while in transit. The agencies agree to establish a communication protocol for notifying each agency's designated point of contact (POC) when information is sent to or received from that agency. Confidential data transmission is not anticipated as part of this MOU activity. However, in the event the agencies exchange confidential data, confidential data will not be transmitted or electronically mailed unless encrypted using approved encryption standards.

VI. DURATION OF AGREEMENT

This MOU becomes effective when signed by authorized officials of both agencies and remains in effect for five years, unless modified or terminated.

VII. MODIFICATION AND TERMINATION

Modifications to this MOU must be in writing and agreed to by both parties. This MOU may be terminated by the mutual written agreement of both parties or by either party upon 60 days advance written notice.

VIII. AGENCY CONTACT PERSONS

To promote collaboration and safeguard confidentiality of shared information, the parties agree to designate POCs from each agency who will be kept informed according to the MOU provisions and as necessary to ensure the partnership remains effective and the integrity of shared information remains intact.

- Gayle Goldin (WB) Goldin.Gayle.L@dol.gov
- Michael Kravitz (WHD) Kravitz.Michael@dol.gov

IX. INTEGRATION CLAUSE

This MOU constitutes the entire understanding of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this MOU and the obligating documents. This MOU, and any subsequent modifications thereto, shall take precedence over any other documents that may be in conflict with it.

X. COST CONSIDERATION

Each party is responsible for funding efforts to fulfill their respective roles and responsibilities within this MOU. This agreement does not itself authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations.

XI. DISPUTE RESOLUTION

Disputes arising under this Agreement will be resolved informally by discussions between Agency POCs, or other officials designated by each party.

XII. EFFECT OF AGREEMENT

This agreement is an internal Government agreement and is not intended to confer any right upon any private person. Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out their statutory or regulatory duties.

This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities. This MOU will be executed in full compliance with the Privacy Act of 1974.

XIII. AUTHORIZING SIGNATURE AND DATES

The signatories below agree to the terms and conditions of this Memorandum of Understanding and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in such.

This agreement is effective and executed as of the _____ day of _____, 2023.

