

MEMORANDUM OF COOPERATION

BETWEEN

THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION

AND

**THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF LABOR AND INDUSTRY,
BUREAU OF LABOR LAW COMPLIANCE**

This Agreement is made and entered into by and between The United States Department of Labor's Wage and Hour Division (hereinafter referred to as "WHD" or "DOL") and the Commonwealth of Pennsylvania, Department of Labor and Industry, Bureau of Labor Law Compliance (hereinafter referred to as "BLLC"), together collectively referred to as the "the agencies" or "the parties".

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by conducting coordinated investigations and sharing information consistent with applicable law, the parties agree to enter into this partnership.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Purpose

The agencies recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern in the Commonwealth of Pennsylvania. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training materials, providing employers and employees with compliance assistance information, conducting coordinated investigations, and sharing information as appropriate.

Agency Responsibilities

WHD is responsible for administering and enforcing a wide range of labor laws, including the Fair Labor Standards Act, the Family and Medical Leave Act, the Migrant and Seasonal Agricultural Worker Protection Act, worker protections provided in several temporary visa programs, and the prevailing wage requirements of the Davis-Bacon and Related Acts and the Service Contract Act. DOL enters into this MOU under the authority provided by 29 U.S.C. § 211(b), which authorizes DOL to cooperate with State agencies charged with the administration of State labor laws. Nothing in this agreement limits the WHD's enforcement of these and other statutes.

The BLLC is responsible for administering and enforcing twelve (12) laws of Pennsylvania relating to labor, including the Construction Workplace Misclassification Act (commonly referred

to as "Act 72"), Prevailing Wage Act, Child Labor Act, Minimum Wage Act, Wage Payment Collection Law, Prohibition of Excessive Overtime in Health Care Act (commonly referred to as "Act 102"), Medical Pay Law, Apprenticeship and Training Act, Equal Pay Law, Industrial Homework Law, Personnel File Inspection Act, and Seasonal Farm Labor Act, and the regulations promulgated under each.

Contacts

- The agencies designate the following contact persons (below) to be responsible for coordinating the partnership activities. The agencies will notify each other in the event of the separation or long-term absence of their contact persons.
- The agencies will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

For WHD:

Alfonso Gristina, District Director
Wage and Hour Division
US Department of Labor
7 N. Wilkes-Barre Boulevard, Suite 373M
Wilkes-Barre, Pennsylvania 18702
Gristina.Alfonso@dol.gov

For BLLC:

Mr. Bryan Smolock, Director
Bureau of Labor Law Compliance
Department of Labor and Industry
651 Boas Street, Room 1301
Harrisburg, PA 17121
bsmolock@pa.gov

Enforcement

Where appropriate and to the extent allowable under law,

1. The agencies may conduct joint investigations periodically in the Commonwealth of Pennsylvania when the opportunity provides.
2. The agencies will coordinate their respective enforcement activities and assist each other with enforcement.
3. The agencies will make referrals of potential violations of each other's statutes.

Effect of Agreement

1. This agreement does not 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 obligation.

agency providing the information (hereinafter the "donor agency"), except as required by law, a court order, or a congressional inquiry. In the event that information is required to be re-disclosed the agency that received the information shall notify the donor agency.

12. In addition to the requirements above, Confidential UC Information may be exchanged only subject to the confidentiality requirements of 20 CFR Part 603 and any applicable Commonwealth of Pennsylvania laws, including but not limited to 34 Pa. Code§ 61.25.
13. In the event that there is a public proceeding, such as a trial, in which Confidential Information may be used or testimony of WHD's employees sought, the WHD requires that BLLC notify WHD. In the event that there is a public proceeding, such as a trial, in which Confidential Information may be used or testimony of BLLC's employees sought, the BLLC requires that WHD notify BLLC.
14. For information security purposes, information (including paper-based documents and electronic information such as emails and CDs) exchanged pursuant to this Agreement remains the responsibility of the donor agency while in transit. The agencies agree to establish a communication protocol for notifying each agency's designated contact person when information is sent to or received from that agency, including information on the form of the transfer and the media type and quantity (when appropriate). An agency expecting to receive information will notify the donor agency if the information is not received as of the next business date following the agreed upon delivery date.
15. For information security purposes, after an agency receives information from the donor agency, the donor agency retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the agency that received it.
16. However, in the event that the agency receiving the information experiences a security incident or disaster that results in the suspected or confirmed inadvertent disclosure of the data exchanged pursuant to this Agreement, the agency experiencing the incident or disaster will send formal written notification to the donor agency's designated contact person within 3 days after detection of the incident or disaster. The written notification will describe the security incident or disaster in detail including what data exchanged pursuant to this Agreement may have been inadvertently disclosed.

Subject to the foregoing constraints:

17. The agencies agree to exchange information on laws and regulations of common concern to the agencies, to the extent practicable.
18. The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
19. The agencies will exchange information (statistical data) on the incidence of violations in specific industries and geographic areas, if possible.
20. Liability of the U.S. Government is governed by the Federal Torts Claims Act.

Resolution of Disagreements


- Disputes arising under this Agreement will be resolved informally by discussions between Agency Points of Contact, or other officials designated by each agency.

Period of Agreement

- This agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of cancellation. Renewal of the agreement may be accomplished by written agreement of the parties.


This agreement is effective as of the 9th day of September, 2019.

United States Department of Labor
Wage and Hour Division

By: 

Mark H. Watson, Jr.
Regional Administrator Northeast
Region

Commonwealth of Pennsylvania,
Department of Labor and Industry,
Bureau of Labor Law Compliance

By: 

W. Gerard Oleksiak
Acting Secretary of Labor and
Industry Commonwealth of
Pennsylvania