

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**ALASKA DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
LABOR STANDARDS AND SAFETY DIVISION, WAGE AND HOUR
ADMINISTRATION**

This Agreement is made and entered into by and between The United States Department of Labor's Wage and Hour Division ("WHD" or "Department") and the Alaska Department of Labor and Workforce Development's ("DOLWD") Wage and Hour Administration ("AKWHA"), which together collectively are referred to as "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 joint investigations and sharing information consistent with applicable law, the parties agree to enter into this agreement.

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 State of Alaska. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, to share training materials, to provide employers and employees with compliance assistance information, to conduct joint investigations and share information as appropriate towards the goal of reducing potential duplication and compliance efforts aimed at protecting the wages, safety, and health of Alaska's workforce.

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.

DOLWD is responsible for administering and enforcing laws of the State of Alaska relating to employment practices and working conditions, including the Alaska Wage and Hour Act and other wage provisions, child labor laws, the Alaska Family Leave Act, and prevailing wage and employment preference requirements. Nothing in this agreement limits the DOLWD's enforcement of these and other statutes.

Contacts

- The agencies will each designate a contact person responsible for coordinating the partnership activities.
- The agencies will each designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

Enforcement

Where appropriate and to the extent allowable under law,

- The agencies may conduct joint investigations periodically in the State of Alaska if opportunity provides.
- The agencies may coordinate their respective enforcement activities and assist each other as appropriate.
- The agencies may communicate openly regarding joint investigations, enforcement activities, and settlements or other closure actions regarding alleged violations.
- The agencies may make referrals of potential violations of each other's statutes.

Effect of Agreement

- 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.
- By entering into this partnership, the agencies do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
- Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions.
- This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the parties. This agreement is not intended to confer any right upon any private person or other third party.
- Nothing in this agreement will be interpreted as limiting, superseding, or otherwise affecting the parties' normal operations. This agreement also does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
- This agreement will be executed in full compliance with the Privacy Act of 1974, the Freedom of Information Act, the Federal Records Act and any other applicable federal and Alaska state laws.

Exchange of Information

- It is the policy of WHD and DOLWD to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with the each agency's statutory obligations and enforcement efforts. It is WHD's and DOLWD's view that an exchange of information in cases in which both entities are proceeding with a common legal interest is to our mutual benefit. It is further agreed that, subject to legal limitations, WHD and DOLWD may provide information to other law enforcement bodies without making a public disclosure.
- Exchange of such information pursuant to this agreement is not a public disclosure under the Freedom of Information Act, § 5 U.S.C. 552.
- Confidential information means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Confidential information may include: the identities of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in WHD's enforcement files that were obtained under these conditions; records required to be kept confidential by federal law or regulation; internal opinions and recommendations of federal or state personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and the attorney-work-product privilege; personal information on living persons; individually identifiable health information, and confidential business information and trade secrets.
- Confidential Unemployment Compensation (UC) information, as defined in § 20 CFR 603.2(b), means any unemployment compensation information, as defined in § 20 CFR 603.2(j), required to be kept confidential under § 20 CFR 603.4 or its successor law or regulation. State of Alaska confidential unemployment compensation means information obtained by the DOLWD from an employing unit or individual in the course of administering the Alaska Employment Security Act, and determinations as to the benefit rights of an individual, and required to be kept confidential under AS § 23.10.110.
- When confidential information is exchanged, it shall be accessed and used only for the limited purposes of carrying out specific activities pursuant to this agreement as described herein. The information shall not be duplicated or redisclosed without the written authority of the agency providing the information ("donor agency") or a court order.
- In addition to the requirements above, Confidential Unemployment Compensation information may be exchanged only subject to the confidentiality requirements of § 20 CFR 603.4, and any other applicable laws.
- In the event that there is a public proceeding, such as a trial or hearing, in which confidential information may be used or testimony of WHD's employees may be sought, the WHD requires that DOLWD notify WHD. Similarly, DOLWD requires WHD provide notice in the event that confidential information or testimony of DOLWD employees is sought as a result of information sharing or other cooperative efforts under this agreement.

- 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.
- 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.
- 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:

- The agencies agree to exchange information on laws and regulations of common concern to the agencies, to the extent practical.
- The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- The agencies will exchange information (statistical data) on the incidence of violations in specific industries and geographic areas, if possible.

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 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 13 day of August, 2015.

United States Department of Labor
Wage and Hour Division

State of Alaska, Department of Labor &
Workforce Development

for By: [Signature]
Dr. David Weil
Wage and Hour Administrator
Date: _____

By: [Signature]
Heidi Drygas
Commissioner
Date: 8/6/15

By: [Signature]
Ruben Rosalez
Regional Administrator
Date: 8/4/15

for By: [Signature]
Grey Mitchell
Director, Labor Standards and Safety
Date: 8/6/15