

PARTNERSHIP AGREEMENT

BETWEEN

**THE U.S. DEPARTMENT OF LABOR,
Wage Hour Division**

AND

**THE OREGON BUREAU OF LABOR AND INDUSTRIES,
Wage and Hour Division**

The United States Department of Labor, WHD (hereinafter referred to as "WHD" or "Department"), and the Oregon Bureau of Labor and Industries, WHD (hereinafter referred to as "BOLI") (collectively referred to as "the agencies" or "the parties") recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in the state of Oregon. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including cross training staff, providing employers and employees with compliance assistance information towards the goal of protecting the wages, safety, and health of the state of Oregon's workforce and conducting joint investigations and sharing information as appropriate.

WHD is responsible for administering and enforcing federal labor laws, including the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), including farm labor contractor registration, worker protections provided in several temporary visa programs (H2A, H2B, H1B), and the prevailing wage requirements of the Davis-Bacon and Related Acts (DBA/DBRA) and the McNamara-O'Hara Service Contract Act (SCA). Nothing in this agreement limits the WHD's enforcement of these statutes. The WHD's Portland District Office has jurisdiction over the entire state of Oregon. WHD enters into this MOU under the authority provided by 29 U.S.C. § 211(b), which authorizes WHD 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.

BOLI is responsible for administering and enforcing Oregon labor laws relating to minimum wage, overtime (daily overtime in some industries such as manufacturing and canneries), record keeping, child labor, expression of milk in the workplace, farm, forest and construction labor contractors registration, final paychecks or dishonored checks for payment of wages, vacation pay (except Federal Contracts), meal and rest periods, promised or agreed upon rate (including sick leave and bonus), tip credit issues, illegal deductions, prevailing wage rates on public works projects and daily overtime for public contract employees (prevailing wage projects/contracts and other employees working under contracts with public agencies), Wage Security Fund claims (employer out of business), and, successors-in-interest.

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, the parties agree to enter into this partnership.

Enforcement

Where appropriate and to the extent permissible under law:

1. The agencies may conduct joint investigations periodically in the state of Oregon if such an opportunity should arise;
2. The agencies may coordinate their respective enforcement activities and assist each other with enforcement activities;
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 obligations.
2. 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.
3. Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions.
4. 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.
5. 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 arrangement with other entities.

The 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 state laws.

Exchange of Information

6. It is the policy of WHD and BOLI to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitations that any such cooperation must be consistent with the Division's own statutory obligations and enforcement efforts. It is the Division's view that an exchange of information in cases in which both entities are investigating the same matter is to our mutual benefit. There is a need for the government to provide information to other law enforcement bodies without making a public disclosure.

7. Exchange of such information pursuant to this agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
8. Confidential information means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Confidential information includes: 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; 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.
9. When confidential information is exchanged it shall be used and accessed only for the limited purposes of carrying out activities pursuant to this agreement as described herein. The information shall not be duplicated or disclosed without the written authority of the agency providing the information (hereinafter the "donor agency") or a court order.
10. When obtaining, inspecting, or otherwise accessing information made available by BOLI, WHD agrees to protect such information from unlawful disclosure as required by Oregon's public record laws.
11. Confidential information includes: the identities of persons who have given information to the Department of Labor in confidence or under circumstances in which confidentiality can be implied; any employee statements in WHD enforcement files were all obtained under these conditions; internal opinions and recommendations of federal 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 relating to living persons; and confidential business information and trade secrets.
12. In the event that there is a public proceeding, such as a trial, in which certain records may be used or testimony of WHD's employees sought, WHD requires that BOLI notify WHD. Similarly, WHD agrees to notify BOLI in the event that, during a public proceeding, BOLI records may be used or the testimony of its employees sought.
13. 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.

14. 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.
15. 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.

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 three 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 termination. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is executed as of the 4th day of April, 2016.

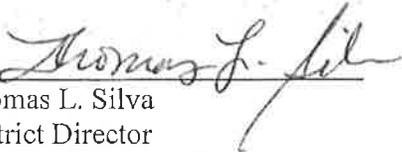
United States Department of Labor
Wage Hour Division

By: 
Dr. David Weil
Wage and Hour Administrator

By: 
Ruben Rosalez
Regional Administrator

State of Oregon Bureau of Labor and
Industries
Wage and Hour Division

By: 
Brad Avakian
Commissioner
State of Oregon Bureau of Labor and
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