

COMMON INTEREST AGREEMENT
BETWEEN
PARTICIPATING AGENCIES OF THE U.S. DEPARTMENT OF LABOR
AND
THE VERMONT DEPARTMENT OF LABOR

This Agreement is made and entered into by and between participating agencies of the United States Department of Labor, specifically, the Wage and Hour Division and the Employee Benefits Security Administration (both represented by the Office of the Solicitor and hereinafter collectively referred to as “USDOL”), and the Vermont Department of Labor (hereinafter referred to as “VDOL”), together collectively 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 coordinated investigations and sharing information consistent with applicable law, the parties agree to enter into this common interest 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 Vermont. The agencies are entering into this Agreement 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 to advance the common legal goals of the parties, *i.e.* protect the wages, retirement income security, equal employment opportunity, unemployment benefits, workers’ compensation entitlements, safety, and health of America’s workforce, and to ensure a level playing field for law-abiding businesses, and proper compliance with applicable tax and licensing laws.

Agency Responsibilities

The USDOL 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, the prevailing wage requirements of the Davis-Bacon and Related Acts, the Service Contract Act, and The Employee Retirement Income Security Act. Nothing in this Agreement limits the USDOL’s enforcement of these and other statutes.

VDOL is responsible for administering and enforcing Vermont's Unemployment Compensation Law, Workers' Compensation Law, Wage and Hour Law, the Vermont Occupational Safety and Health Act, and the Vermont Workforce Development Division.

- Each agency will designate a contact person responsible for coordinating the activities pursuant to this Agreement. 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 Agreement.

Enforcement

Where appropriate and to the extent allowable under law,

- The agencies may conduct joint investigations periodically in the State of Vermont, if opportunity provides.
- The agencies may coordinate their respective enforcement activities and assist each other with enforcement.
- 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 Agreement, 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 any other 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 each party's normal operations. This Agreement also does not limit or restrict the parties from participating in similar activities or arrangement with other entities.

- This Agreement will be executed in full compliance with the Privacy Act of 1974, and any other applicable federal and state laws, including the confidentiality provisions of 21 V.S.A. § 1314.

Exchange of Information

- It is the policy of the USDOL 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 each agency's statutory obligations and enforcement efforts. It is USDOL's view that an exchange of information in cases in which the federal and state entities are proceeding on basically the same matter is to our mutual benefit. The parties to this Agreement recognize the importance of being able to 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 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 any of the USDOL'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; open agency investigative files 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, as well as 21 V.S.A. § 1314.
- 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 redisclosed without the written authority of the agency providing the information (hereinafter the "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 applicable state laws, including 21 V.S.A. § 1314.
- In the event that there is a public proceeding, such as a trial, in which confidential information may be used or testimony of any of the USDOL's employees sought, the USDOL requires that VDOL notify it of such circumstance.

- 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 three 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 practicable.
- 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 may 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 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 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 13th day of August, 2015.

United States Department of Labor
Wage and Hour Division

Vermont Department of Labor

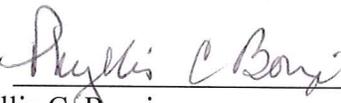
By: 
Dr. David Weil
Administrator

By: 
Anne M. Noonan
Commissioner of Labor

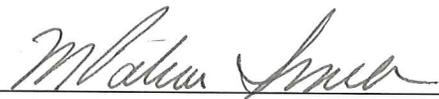
and

By: 
Mark H. Watson, Jr.
Regional Administrator

United States Department of Labor
Employee Benefits Security Administration

By: 
Phyllis C. Borzi
Assistant Secretary

United States Department of Labor
Office of the Solicitor

By: 
M. Patricia Smith
Solicitor of Labor

and
By: 
Michael Felsen
Regional Solicitor, Region I