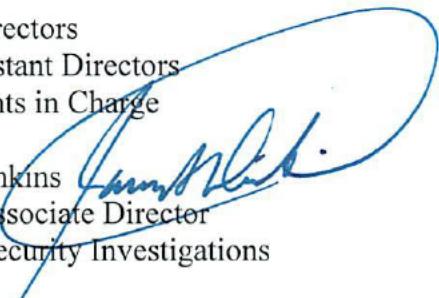




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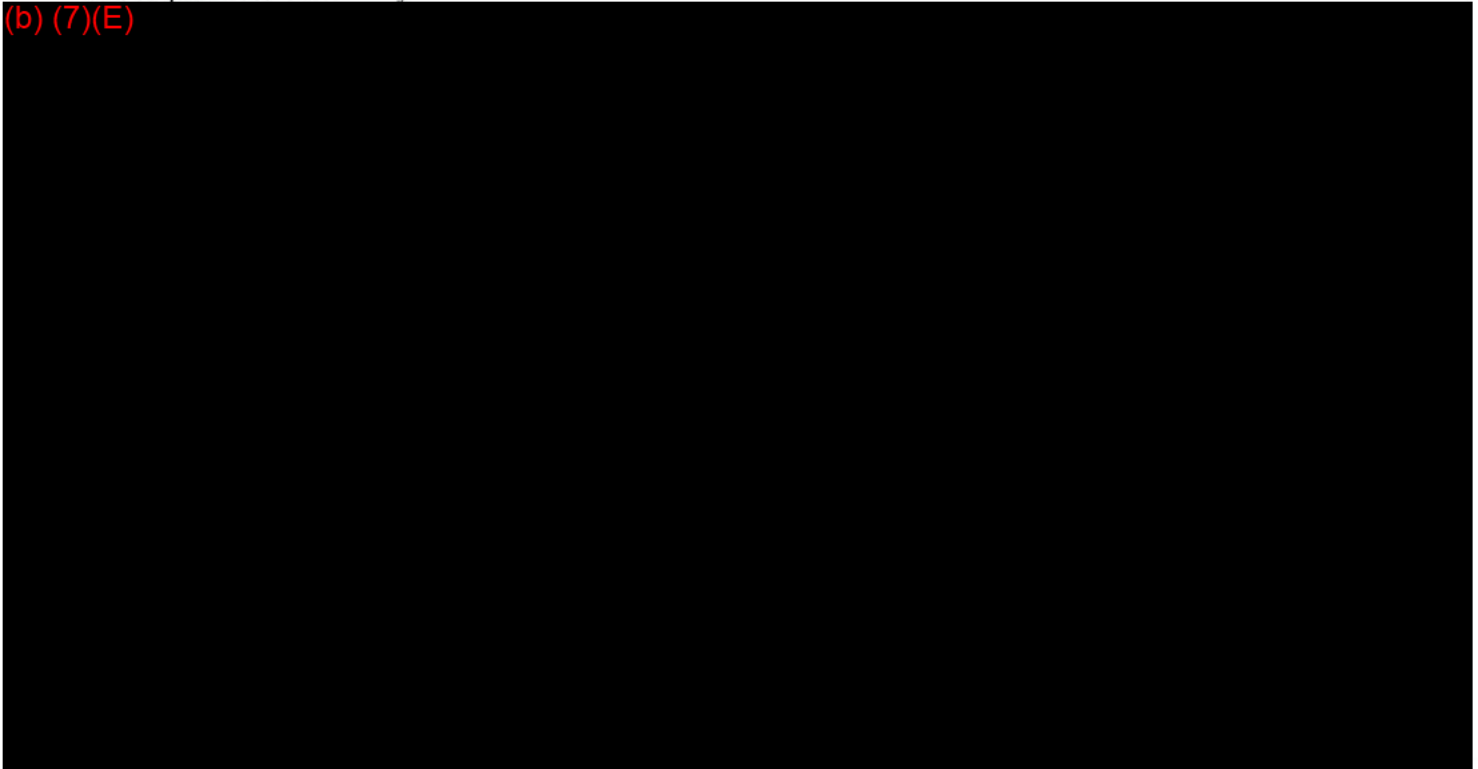
MEMORANDUM FOR: Assistant Directors
Deputy Assistant Directors
Special Agents in Charge

FROM: James A. Dinkins 
Executive Associate Director
Homeland Security Investigations

SUBJECT: Memorandum of Understanding between the Departments of
Labor and Homeland Security Concerning Enforcement Activities
at Worksites

The Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) and the Department of Labor (DOL) have entered into a memorandum of understanding (MOU) with regard to civil enforcement activities at worksites. The purpose of the MOU is to avoid any conflicts that could arise as each Department conducts its civil worksite enforcement activities and to promote efficiency.

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The MOU is attached and should be referred to for guidance on this issue. Questions concerning this memorandum should be directed to Unit Chief (b)(6) (7)(C) HQ WSE Unit at (202) 732- (b)(7)(C) or (b)(6) (7)(C)@dhs.gov.

Attachments

Revised Memorandum of Understanding between the Departments of Homeland Security and Labor Concerning Enforcement Activities at Worksites

I. Purpose

This revised memorandum of understanding (MOU) is entered into by the Department of Homeland Security (DHS) and the Department of Labor (DOL). Its purpose is to set forth the ways in which the Departments will work together to ensure that their respective civil worksite enforcement activities do not conflict and to advance the mission of each Department.

In entering this MOU, both Departments recognize the importance of enforcing labor and immigration laws relating to the worksite. Effective enforcement of labor law is essential to ensure proper wages and working conditions for all covered workers regardless of immigration status. Effective enforcement of immigration law is essential to protect the employment rights of lawful U.S. workers, whether citizen or non-citizen, and to reduce the incentive for illegal migration to the United States. The parties further recognize that effective enforcement of both labor- and immigration-related worksite laws requires that the enforcement process be insulated from inappropriate manipulation by other parties.

II. Affected Components within the Departments

The principal and responsible parties to this MOU are the following components within each Department. On behalf of the Department of Homeland Security, the principal component is U.S. Immigration and Customs Enforcement (ICE). On behalf of the Department of Labor, the principal components are the Wage and Hour Division (WHD), the Office of Federal Contract Compliance Programs (OFCCP), and the Occupational Safety and Health Administration (OSHA).

III. Definitions and Understandings

For purposes of this MOU—

- A. A “labor dispute” means a labor-related dispute between the employees of a business or organization and the management or ownership of the business or organization concerning the following employee rights:
- the right to be paid the minimum legal wage, a promised or contracted wage, and overtime;
 - the right to receive family medical leave and employee benefits to which one is legally entitled;
 - the right to have a safe workplace and to receive compensation for work-related injuries;
 - the right to be free from unlawful discrimination; and,
 - the right to be free from retaliation for seeking to enforce the above rights.

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- C. The worksite enforcement activities of DOL include the authority of WHD, OFCCP, and OSHA to enforce the requirements of the labor laws under their jurisdiction, including the relevant provisions of the Fair Labor Standards Act, Family and Medical Leave Act, the Migrant Seasonal Worker Protection Act, the Davis Bacon and Related Acts, the Service Contract Act, Executive Order 11246, the Occupational Safety and Health Act, the Vietnam Era Veterans' Readjustment Assistance Act, and Section 503 of the Rehabilitation Act of 1973.

IV. Coordination and Deconfliction

ICE and the principal DOL components agree to the following commitments and exchanges in order to ensure coordination and deconfliction of their respective civil enforcement activities.

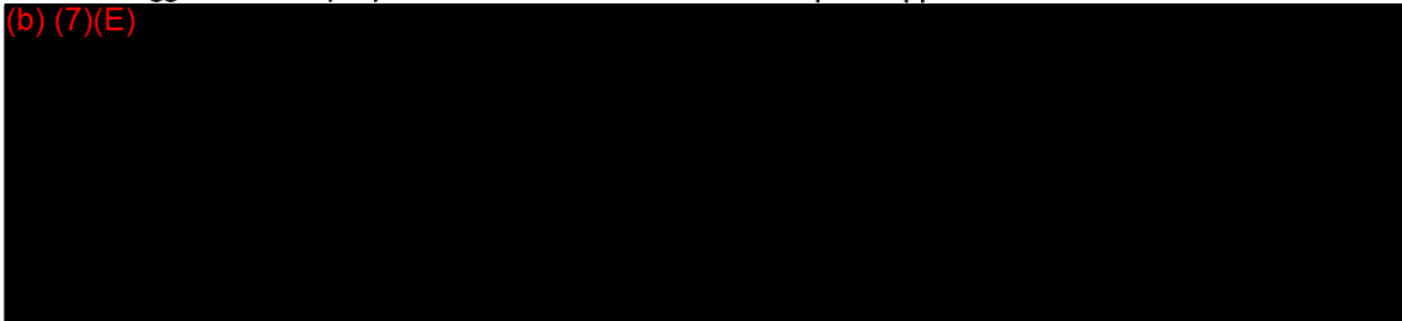
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- G. Under no circumstances will ICE personnel engaged in enforcement activities at a worksite suggest that they represent or act for DOL absent the express approval of DOL. Similarly, under no circumstances will DOL personnel engaged in enforcement activities at a worksite suggest that they represent or act for ICE absent the express approval of ICE.

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- I. ICE and DOL agree to create a means to exchange information to foster enforcement against abusive employment practices directed against workers regardless of status. (b) (7)(E)

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- J. ICE and DOL agree to ensure that this MOU is disseminated and implemented within ICE and DOL through appropriate implementation instructions, employee notification, and training.
- K. ICE and DOL agree to seek each other's approval before issuing press releases that mention each other's enforcement activities.

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V. Effective Date

- A. This MOU is effective upon signature and valid until rescinded by either ICE or DOL subject to Section V (B). ICE and DOL agree, however, to assess the terms and effectiveness of this MOU one year from the date of signing and to consider whether modifications or additions are needed.
- B. This MOU reflects the full understanding between ICE and DOL on this subject and may not be modified without ICE and DOL's consent. Both ICE and the relevant DOL components may unilaterally rescind their participation in the MOU but only upon written notice to all other signatories provided at least 60 days in advance.
- C. This MOU voids and supersedes all previous MOUs on this subject between ICE (including its predecessor, the Immigration and Naturalization Service) and DOL.
- D. This MOU is an agreement between DHS and DOL, and does not create or confer any right or benefit on any other person or party, public or private. Nothing in this MOU or its implementation is intended to restrict the legal authority of ICE or the relevant DOL components in any way.

For the Department of Homeland Security



John Morton
Director
U.S. Immigration and Customs Enforcement
Department of Homeland Security

MAR 31 2011

For the Department of Labor



M. Patricia Smith
Solicitor of Labor
Department of Labor

MAR 31 2011