

MEMORANDUM OF UNDERSTANDING (MOU)

This **MOU** is made effective this 28th day of April, 2017.

BETWEEN:

**Her Majesty the Queen in Right of Alberta,
as represented by the Ministry of Labour
(the "Ministry")**

AND:

Police Service

BACKGROUND

The Police Service is responsible for providing policing services in the City of [Insert Name of City].

The Ministry is responsible for the administration of the *Occupational Health and Safety Act*, regulations, and adopted code.

It is recognized that the Police Service and the Ministry have concurrent jurisdiction respecting the investigation of incidents that occur at a workplace resulting in a serious injury and/or fatality (“Workplace Incidents”).

On March 31, 2004, Bill C-45 (Westray Bill): *An Act to Amend the Criminal Code (Criminal Liability of Organizations)* came into force, modernizing the law with respect to the criminal negligence of persons who have the authority to direct workers.

PURPOSE

1. The purpose of this MOU is to provide a framework for the Police Service and the Ministry to work together cooperatively, effectively, and transparently within their respective, but related, areas of jurisdiction and expertise in respect of Workplace Incidents.
2. The Participants will work together to
 - a. Notify each other of Workplace Incidents;
 - b. Secure the scene to facilitate the investigation of Workplace Incidents;
 - c. Develop a procedure for investigating Workplace Incidents;
 - d. Develop a procedure for sharing of information respecting Workplace Incidents;
 - e. Develop a communication plan for communicating with victims, the victims’ families and the public; and
 - f. Participate in joint training initiatives.

NOTIFICATION

3. Where a member of the Police Service becomes aware of a Workplace Incident, the member will, as soon as is possible, notify the Ministry.
4. Where an Occupational Health and Safety Officer becomes aware of a Workplace Incident, the officer will, as soon as is possible, notify the Police Service.

SECURING THE SCENE

5. Where a member of the Police Service is first on the scene of a Workplace Incident, the member will, as soon as is possible, secure the scene and notify the Ministry.
6. Where an Occupational Health and Safety Officer is first on the scene of a Workplace Incident, the officer will, as soon as is possible, secure the scene and notify the Police Service.

INVESTIGATING WORKPLACE INCIDENTS

7. The Participants acknowledge that Workplace Incidents will require regulatory investigations and may require criminal, including criminal negligence, investigations.
8. The Participants acknowledge that concurrent investigations by the Police Service and the Ministry may occur and nothing in this MOU restricts either the Police Service or the Ministry from commencing or continuing an investigation into a Workplace Incident.
9. The Participants agree to cooperate to protect the health and safety of workers during investigations of Workplace Incidents.
10. The Participants agree to develop a detailed procedure for investigating Workplace Incidents.

INFORMATION SHARING

11. The Participants acknowledge that the sharing of information collected during an investigation into a Workplace Incident must be in accordance with applicable laws.
12. The Participants agree to develop a procedure for sharing information collected during an investigation into a Workplace Incident.

COMMUNICATIONS

13. The Participants agree to develop a communications plan for communicating with victims, victims' families, and the public (including the media) where there are concurrent investigations into a Workplace Incident.
14. The Participants agree to coordinate all press releases, public announcements, or other public commentary respecting this MOU.

TRAINING

15. The Participants will participate in joint training initiatives regarding occupational health and safety and law enforcement investigations.
16. The Participants will determine the appropriate training required.

LEGAL AND FINANCIAL OBLIGATIONS

17. This MOU represents a statement of general intention by the Participants and does not create any legally binding obligations between the Participants, and its enforcement may not be sought before the courts.
18. This MOU imposes no specific financial responsibilities on the Participants. Each Participant will be responsible for any costs it incurs through its participation in this MOU.

DURATION, AMENDMENT AND TERMINATION

19. This MOU will commence on the date it is signed by all of the Participants.
20. This MOU may be amended by the written agreement of the Participants.
21. Either Participant may terminate this MOU upon 30 days written notice to the other Participant.

DISPUTE RESOLUTION PROCESS

22. In case of any dispute or disagreement under this MOU, the Participants will, through their designated representatives, undertake verbal or written dialogue to attempt to resolve the dispute or disagreement.
23. In the event that the designated representatives are unable to resolve any dispute or disagreement within 30 days, the matter will be referred to the signatories to this MOU for resolution.

EVALUATION

24. The Participants will conduct a formal evaluation of this MOU at least once every two years.

DESIGNATED REPRESENTATIVES

25. Each Participant will designate a representative who will serve as the main point of contact for any questions or concerns arising from this MOU.

The designated representatives for this MOU are as follows:

a) for the Police Service:

[Insert Title]
[Insert Address]
[Insert Telephone Number]
[Insert email Address]

b) for the Ministry:

Director, Investigations and Mining Programs
Alberta Labour
10th fl South Tower
Seventh Street Plaza
10030 - 107 Street
Edmonton, AB
T5J 3E4
Phone: 780 422-6206
E-mail: joanne.garton@gov.ab.ca

CONFLICTS AND DISCREPANCIES

26. In the case of a conflict or discrepancy between this MOU and any other MOU between the Participants, this MOU will take precedence.

SIGNING IN COUNTERPART

27. This MOU may be signed in counterpart.

INWITNESS WHEREOF the Participants have executed this MOU.

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY
THE MINISTER OF LABOUR**

Original signed by
Signature

April 28, 2017
Date

Brent McEwan, Assistant Deputy Minister

Police Service

Original signed by
Signature

April 28, 2017
Date

Chief or Division Commander