

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Occupational Health and Safety Division of the Nova Scotia Department of Environment and Labour, as represented by the Deputy Minister (hereinafter referred to as **DEL**),

AND

The Workers' Compensation Board of Nova Scotia, a corporate body established by the *Workers' Compensation Act*, S.N.S. 1994-95, c. 10, represented by its duly authorized Chief Executive Officer (hereinafter referred to as the **WCB**),

AND

The Workers' Compensation Appeals Tribunal, an appellate body established by the *Workers' Compensation Act*, S.N.S. 1994-1995, c. 10, represented by its duly authorized Chief Appeal Commissioner (hereinafter referred to as the **WCAT**),

AND

The Workers' Advisers Program, a body to advise and represent the injured workers in connection with a claim for compensation established by the *Workers' Compensation Act*, S.N.S. 1994-1995, c. 10, represented by its duly authorized Chief Workers' Adviser (hereinafter referred to as the **WAP**),

Hereinafter collectively referred to as the **Organizations**

WHEREAS the Organizations share an interest in implementing a strategic plan for the Workplace Safety and Insurance System (hereinafter referred to as the **Strategic Plan**);

AND WHEREAS the Organizations recognize that co-operation and communication between and amongst the organizations will further the implementation of the strategic plan;

THE ORGANIZATIONS AGREE to enter this Memorandum of Understanding ("MOU"), as follows:

1 CO-OPERATION AND CO-ORDINATING COMMITTEE

- 1.1 Where their mandates permit, the **Organizations** will identify opportunities for joint initiatives, including publications, that will further implementation of the initiatives described in the strategic plan
- 1.2 The **Organizations** agree to form a Coordinating Committee.

- 1.3 The Coordinating Committee shall be made up of those staff members of the Organizations that the Deputy Minister of the **DEL**, the CEO of the **WCB**, the Chief Appeal Commissioner of the **WCAT** and the Chief Workers' Adviser of the **WAP** may appoint from time to time who they believe will be able to further the interests of improving co-operation between the **Organizations**.
- 1.4 The mandate of the Coordinating Committee will be to meet on a regular basis to oversee and approve joint initiatives undertaken by the **Organizations** and to promote co-operation in the implementation of the strategic plan. The Coordinating Committee will be a consultative mechanism and will report to the respective **Organizations** on matters discussed.
- 1.5 **DEL, WAP, WCAT and the WCB** will continue to seek approval from their respective **Organizations** on joint activities undertaken pursuant to this MOU, where appropriate.
- 1.6 The Coordinating Committee is responsible for recommending approval of joint initiatives undertaken by the **Organizations** and for establishing the appropriate structures, joint funding arrangements and reporting relationships for these initiatives.
- 1.7 The **Organizations** recognize that the **WCB** may provide the joint project management expertise where agreed upon by the **Organizations**.
- 1.8 Where joint initiatives are undertaken by the **Organizations**, costs will be shared according to any joint funding arrangement agreed upon by the Coordinating Committee.
- 1.9 The **Organizations** agree that joint working groups may be established to focus on key subject areas of interest to the **Organizations**.

2 COMMUNICATION

- 2.1 The **Organizations** are committed to providing timely notification and appropriate consultation whenever the activities and responsibilities of one directly affects the activities and responsibilities of any other.
- 2.2 The **Organizations** agree to co-operate and consult each other regularly and to encourage their respective staff members to communicate with staff of the other organizations as necessary with respect to implementation of the strategic plan.
- 2.3 The **Organizations** will, on a timely basis, notify each other of significant changes to occupational health and safety or workers' compensation programs and to the legislation administered by each party.
- 2.4 The **Organizations** will, on a timely basis, endeavour to assist, inform and advise each other of emerging issues in the area of occupational health and safety and workers' compensation in their respective jurisdictions.

3

INFORMATION EXCHANGE

- 3.1 The **Organizations** will exchange information appropriate to the level of cooperation and work undertaken by them and in accordance with the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), the *Workers' Compensation Act* (Nova Scotia) and the *Occupational Health and Safety Act* (Nova Scotia) and *Personal Information Protection Electronic Documents Act* (PIPEDA) and will use adequate safeguards to protect personal information from inadvertent disclosure. The **Organizations** agree to immediately inform each other of any accidental or unauthorized use or disclosure of personal information in relation to this MOU, or requests for access or disclosure to personal information pursuant to this MOU.
- 3.2 Other laws, contractual arrangements, policies or understandings with other parties outside this MOU, may limit the extent to which information can be exchanged under this MOU or may require the release of information provided by one party to the other. The **Organizations** agree to respect such limitations and direct issues to the Coordinating Committee.
- 3.3 Some of the information that the **Organizations** exchange under this MOU may be confidential to the originating **Organization**. Where such information is exchanged, it will be marked "CONFIDENTIAL" and the receiving party, will respect the Legislative confidentiality requirements.

4

MEDIA RELATIONS

- 4.1 It is agreed that **DEL, WAP, WCAT and the WCB** only have authority to release information concerning their respective jurisdictions.

5

TECHNICAL ADVICE AND ASSISTANCE

- 5.1 To the extent possible and as operational requirements permit, the **Organizations** will, upon request, provide technical advice and assistance to each other.
- 5.2 Where technical advice and assistance is provided from one of the Organizations to another of the Organizations, the associated costs will be billed on a cost recovery basis or as otherwise provided in an MOU between the participating parties. The **Organizations** will reimburse each other for all reasonable expenses incurred at the established rates as appropriate, including any travel costs, accommodation costs, and staff time utilized.
- 5.3 To the extent that an **Organization** can substantiate costs that are directly related to services provided and that the other **Organization** agrees, the costs identified can be used to defer direct payments required by 5.2.
- 5.4 The provision of technical advice and assistance does not affect **DEL's, WAP's, WCAT's** or **WCB's** responsibilities concerning the application and enforcement of the law within its own jurisdiction.

6 INFORMATION RESOURCES

- 6.1 The **Organizations** each maintain information resources in the areas of occupational health and safety and workers' compensation matters. In accordance with paragraph 3.1, **DEL, WAP, WCAT and WCB** staff will assist each other to access these information resources to assist in their respective operations, and to further implementation of the strategic plan.

7 TRAINING

- 7.1 Where an opportunity arises, the **Organizations** will work together and support each other's employee training sessions by providing technical expertise (on request and with appropriate notice), sharing training plans and course calendars and, where appropriate, making training sessions available for each other's employees (as space permits and with appropriate sharing of costs).

8 GENERAL

- 8.1 The **Organizations**, by entering into this MOU, assume no liability or responsibility for matters within the other's jurisdiction. No action lies or shall be instituted against one party by the other in relation to any action pursuant to this MOU for failure to act, or any loss or damage suffered by a person because of an act or omission done in good faith by the **Organizations** pursuant to this MOU.
- 8.2 This MOU is an administrative arrangement aimed at ensuring effective and efficient program delivery.
- 8.3 This MOU is a public document.
- 8.4 The **Organizations** agree that where they incur a cost not specifically provided for by this MOU, the organization incurring the cost will pay the cost.
- 8.5 This MOU becomes effective on the date that it has been signed by all parties, unless another date is agreed to and shall continue in force until all parties agree otherwise, or a party provides written notice, at least three months in advance, of its intention to terminate the MOU, or it is superseded by another MOU.
- 8.6 Issues arising out of this MOU that cannot be resolved at the staff level will be referred to the Deputy Minister, Nova Scotia Department of Environment and Labour, the Chief Executive Officer, the Nova Scotia Workers' Compensation Board, the Chief Appeal Commissioner, the Nova Scotia Workers' Compensation Appeals Tribunal; and the Chief Workers' Adviser, the Nova Scotia Workers' Advisers Program.
- 8.7 Senior officials of the **Organizations** will meet as frequently as necessary, but no less frequently than once annually, to review the operation of this MOU and to consider any amendment which may be required.

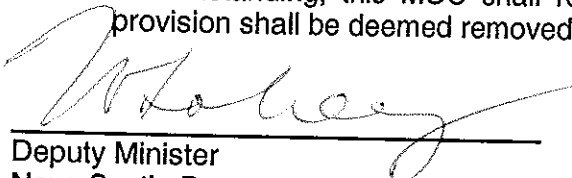
8.8 This MOU may be amended with the consent of the **Organizations**.

9 GOVERNING LAWS

9.1 This MOU shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

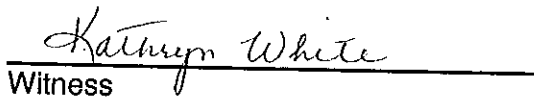
10 INVALIDITY

10.1 If any term or provision of this MOU shall be found to be illegal or unenforceable, notwithstanding, this MOU shall remain in force and effect and such term or provision shall be deemed removed from the MOU.


Deputy Minister

Nova Scotia Department of Environment and Labour

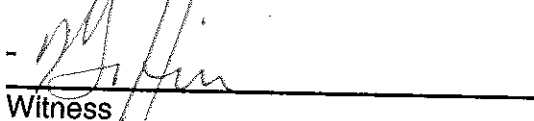
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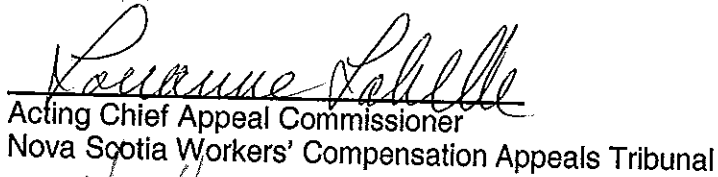
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Chief Executive Officer
Workers' Compensation Board of Nova Scotia

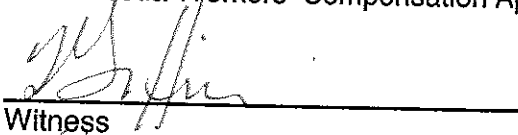
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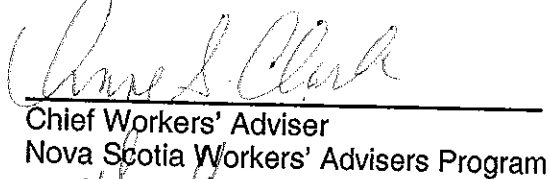
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Acting Chief Appeal Commissioner
Nova Scotia Workers' Compensation Appeals Tribunal

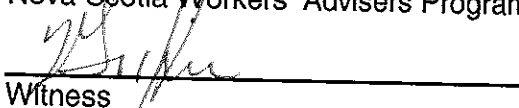
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DATE: Nov 18/04


Chief Workers' Adviser
Nova Scotia Workers' Advisers Program

DATE: November 18/04


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