

INTERJURISDICTIONAL AGREEMENT

ON WORKERS' COMPENSATION

Consolidation

**ORIGINAL DATED APRIL 2006
AMENDED JULY 9, 2008**

GUIDE TO THE WORKING DOCUMENT

Intent

1. To avoid the double payment of assessments for the same work.
2. To help workers or dependants where more than one Board may be involved in a claim.
3. To create a system to permit a Board to help another Board's claimants.
4. To provide a system which will try to solve disputes between Boards.

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INTERJURISDICTIONAL AGREEMENT ON

WORKERS' COMPENSATION

- *Except as otherwise specifically noted throughout, this Agreement is effective October 1, 1993 for all jurisdictions except Québec and Nunavut.*
- *For Québec, this Agreement is effective on January 1, 1995.*
- *For Nunavut, this Agreement is effective on April 1, 1999.*

PART I - INTRODUCTION

SECTION 1 STATEMENT OF PRINCIPLES

Signatories

- 1.1 Each Workers' Compensation Board or Commission signatory to this Agreement has entered into this Agreement pursuant to its Statutory Authority.

Intent of Agreement

- 1.2 The intent of this Agreement is as follows:
- a) To promote and ensure the effective, efficient and timely administration and resolution of interjurisdictional issues that are the subject matter of this Agreement;
 - b) To facilitate the acceptance of all compensable claims so that no injured worker will be denied compensation benefits except in accordance with the applicable Statutory Authority and Board policy; and
 - c) To ensure that employers are not responsible for the payment of assessments to more than one Board in respect of the earnings or some portion thereof of their employees who are employed in more than one jurisdiction.

Purposes of Agreement

- 1.3 The purposes of this Agreement are to ensure equity:
- a) For workers whose employment is of such a nature as to require performance of their duties in more than one jurisdiction;
 - b) In the adjudication of claims involving either injury, occupational disease, death, or a combination of these, due to employment in more than one jurisdiction;
 - c) For employers in relation to assessments of the earnings of their employees, whose employment is of such a nature as to occur in more than one jurisdiction;
 - d) For workers and employers by providing mutual aid and co-operation in the delivery of benefits and services:
 - i) Where a worker has moved to another jurisdiction from the one in which the claim was adjudicated and accepted; and
 - ii) In the administration of assessment matters involving more than one jurisdiction.

Mutual Co-operation

1.4.1 Each Board undertakes to ensure that through the provisions of this Agreement and mutual co-operation, no worker disabled as a result of injury or disease causally related to employment in Canada, is denied fair and equitable compensation.

Service level and priority

1.5 Any services under this Agreement shall be given on the same basis and with the same level of service and priority as is provided to beneficiaries or employers in the jurisdiction of the Administering Board.

SECTION 2. GENERAL DEFINITIONS

Definitions

2.1 In this Agreement:

- a) "Adjudicating Board" means the Board or Commission to which a claim is made and which decides the question of entitlement to benefits, or the determination of assessment matters.
- b) "Adjudication" means the determination of entitlement to benefits under the statutory authority or policy of the jurisdiction where the claim is made and "adjudicate," "adjudicated," and "adjudicating" have corresponding meanings.
- c) "Administering Board" means a Board, other than the Adjudicating Board, which provides administrative services and benefits in kind to a beneficiary who has moved out of the jurisdiction of the Adjudicating Board.
- d) "Administrative Services" means the services of a participating Board in providing aid and co-operation under this Agreement.
- e) "Beneficiary" means a recipient of cash benefits, benefits in kind, administrative or other services provided as the result of an injury or death, including an injury or death caused by occupational disease.
- f) "Benefits" means cash benefits, benefits in kind and administrative services.
- g) "Benefits in Kind" means financial assistance or services provided pursuant to the Statutory Authority of one of the jurisdictions and may include, but is not restricted to, medical treatment and related services and expenses, vocational rehabilitation services and expenses, the provision or repair of prosthetic appliances.
- h) "Board" means those Workers' Compensation Boards or Commissions signatory to this Agreement.
- i) "Cash Benefits" means monetary compensation paid for disease, injury or death pursuant to the Statutory Authority or policy of the adjudicating Board.
- j) "Jurisdiction" means any of the ten provinces or three territories of Canada.
- k) "Occupational Disease" means a disease of gradual onset or incremental progression resulting from exposure during employment to conditions or substances detrimental to health where the disease is due to exposure employment in more than one jurisdiction, and includes, but is not limited to asbestosis, silicosis, pneumoconiosis, cancers caused by exposure to asbestos or radiation, industrial deafness, and vibration induced white finger disease.
- l) "Policy" means the guidelines and procedures, or other administrative practices of a Board.
- m) "Self-insurer" means those employers who are individually liable for the entire cost of claims whether paid on a capital or current cost basis.
- n) "Statutory Authority" means an Act or Acts, including regulations, relating to workers' compensation.

SECTION 3. APPLICATION

Agreement applies

- 3.1 This Agreement applies to:
- a) Any beneficiary entitled to benefits arising out of injury, death, or occupational disease by virtue of the Statutory Authority of the Adjudicating Board, who either temporarily or permanently transfers his or her residence to the jurisdiction of an Administering Board and who requires benefits in kind or administrative services or both;
 - b) A worker who may be suffering from an occupational disease resulting from employment exposure in more than one jurisdiction;
 - c) An employer whose workers are covered under the Statutory Authority of more than one jurisdiction.

Agreement does not apply

- 3.2 This Agreement does not apply to:
- a) Employment in, or employers engaged in industries or occupations excluded by or not included under the Statutory Authority or policy in the jurisdiction in which the work is performed or undertaken;
 - b) Those employers with fewer workers than are required for coverage in the jurisdiction in which work is performed or undertaken;
 - c) Any employment covered by the *Government Employees Compensation Act*, R.S.C. 1985, c. G-5, as amended;
 - d) Any employment for which coverage may be obtained only by application in the jurisdiction in which work is performed or undertaken, unless coverage is in force in both the jurisdiction of residence or usual employment and the one in which the work is undertaken or performed;
 - e) Personal coverage for working employers, directors and executive officers of a corporation, partners in a partnership, proprietors, or independent operators, unless coverage is in force in both the jurisdiction of residence or usual employment and the one in which the work is undertaken or performed;
 - f) Employers who are classed as self-insurers or as being individually liable for the entire cost of all injuries to their workers under the Statutory Authority or policy of both the jurisdiction of residence or usual employment and the jurisdiction in which work is undertaken or performed.

PART II - ADJUDICATION RESPONSIBILITIES

SECTION 4. ELECTION

Election by Beneficiary

- 4.1 Where there may be entitlement to benefits in more than one jurisdiction, the beneficiary shall be required by the Adjudicating Board to elect not to claim from other jurisdictions if the claim is accepted, and the Adjudicating Board shall advise the other jurisdictions where the claim could be made, of the election, adjudication and disposition of the claim. The election shall be made on a form similar to Appendix B.

SECTION 5. CASH BENEFITS

Adjudicating Board Determines

5.1 Subject to subsection 5.2, the Adjudicating Board is responsible for determining the nature and extent of cash benefits payable and for making all such payments to a beneficiary who has left its jurisdiction.

Advances on Request

5.2 On the request of the Adjudicating Board, an Administering Board may make special arrangements for advances against such benefits subject to refund.

SECTION 6. BENEFITS IN KIND

Benefits by Administering Board

6.1 Where a beneficiary has left the jurisdiction of an Adjudicating Board and taken up temporary or permanent residence in the jurisdiction of an Administering Board, the Administering Board shall, at the request of the Adjudicating Board, provide or procure and pay for such benefits in kind to the beneficiary as are authorized by the Adjudicating Board.

Refund by Adjudicating Board

6.2 The amount paid according to subsection 6.1 shall be refunded in full by the Adjudicating Board on completion of the services, or on such other terms, as agreed between the two Boards, according to need and circumstance.

SECTION 7. OCCUPATIONAL DISEASES

Definitions

7.1 In this section:

- a) “Contributing Board” means a Board
 - i) In whose jurisdiction a worker has had occupational exposure which has contributed to the development of the occupational disease, and
 - ii) Which has agreed to implement section 7, and
 - iii) May include an Adjudicating Board.
- b) “Contributing exposure” means occupational exposure in the jurisdiction of a Contributing Board.
- c) “Occupational disease claim” means a claim made by a person who is either a worker suffering from an occupational disease, or the dependant of a deceased worker whose death was attributable to an occupational disease.

Election

7.2 Where there may be entitlement to benefits in more than one jurisdiction in respect of an occupational disease claim, the person making the occupational disease claim shall be required by the Adjudicating Board to elect not to claim from other Contributing Boards if the claim is accepted, and the Adjudicating Board shall advise the other jurisdictions where the claim could be made, of the election, adjudication and disposition of the claim. If the claim is denied by the Adjudicating Board, the occupational disease claim may be

made to the Board in another jurisdiction in which the worker has occupational exposure. The election shall be made on a form similar to Appendix B.

No Reimbursement

7.3 A Contributing Board shall adjudicate each occupational disease claim and pay the full costs of the claim without reimbursement from any other Board, if the claim and the full costs of the claim would be allowable based solely on exposure within the jurisdiction of that Board.

Partial Exposure with Contributing Board

7.4 If a claim is registered with a Contributing Board, and it cannot allow the claim pursuant to subsection 7.3, then the Board shall have regard to all contributing exposure and shall:

- a) Adjudicate the claim if 30% of the total contributing exposure occurred in the jurisdiction of that Board; or
- b) If paragraph (a) does not apply, the Board shall either adjudicate the claim or refer the claim to another Board for adjudication so that the Board which adjudicates claim is
 - i) The Board where the claim is registered, if no contributing exposure is 30% or more of the total contributing exposure;
 - ii) The Board where the longest contributing exposure occurred, if one or more Boards has at least 30% or more of the total contributing exposure; or
 - iii) The Board where the most recent exposure occurred, if the longest contributing exposures over 30% are equal.

Acceptance of Determination by Adjudicating Board

7.5 The Contributing Boards shall accept the allowance of an occupational disease claim by the Adjudicating Board under subsection 7.4.

Contribution Request by Adjudicating Board

7.6 A Contributing Board which has adjudicated and paid the full costs of a claim for occupational disease, while another Contributing Board, where the claim was originally submitted, did not apply the rules provided for under subsection 7.4, can ask for a reimbursement under the rules provided by subsection 7.7.

Sharing of Costs

7.7 Where subsection 7.4 applies, the costs of the occupational disease claim shall be shared by the Contributing Boards as follows:

- a) The Adjudicating Board shall apportion among the Contributing Boards the financial responsibility for the occupational disease claim according to the duration of exposure in the jurisdictions of the Contributing Boards in which the worker had occupational exposure;
- b) The Adjudicating Board shall invoice each Contributing Board quarterly, not in advance, for its share of the costs of the claim for the past quarter of the year,
- c) Each Contributing Board receiving an invoice shall pay the full amount of the invoice within sixty (60) days of receipt, subject only to the maximum amount of benefits payable according to its Statutory Authority.

Exposure in months

7.8 For the purpose of this section, exposure shall be calculated in months of occupational exposure, rounded up.

Costs must exceed \$5,000

7.9 Subsection 7.7 applies only to occupational disease claims in which the total costs exceed \$5,000.00.

Disablement

7.10 Subject to subsection 7.11, any condition which is treated by a Board as a disablement, but which is defined in this Agreement as an “occupational disease” shall be treated for the purposes of this Agreement as an occupational disease.

Section 7 does not apply

7.11 This section does not apply to claims for occupational chronic stress, occupational chronic pain, or occupational noise-induced hearing loss. Existing arrangements among Boards concerning the compensation of claims for occupational noise-induced hearing loss shall continue.

Effect of No Election

7.12 If an Adjudicating Board allows a claim and pays benefits without an election being made in accordance with subsection 7.2, the Contributing Boards are not responsible for any costs of the claim.

Effective Date

7.13 Section 7 shall commence on January 1, 1998 for all new claims registered after January 1, 1998. *Section 7 is effective for Ontario as of June 25, 2001. Section 7 does not apply to Québec as of February 8, 2005.*

SECTION 8. AGGRAVATION OR WORSENING OF A DISABILITY

Subsequent Employment

8.1 Where a worker who has been, or is, in receipt of benefits from one jurisdiction, and who has taken up employment in another jurisdiction, claims that his or her condition has recurred, worsened, or been aggravated as a result of his or her employment in that jurisdiction, the Board in that jurisdiction shall adjudicate the new claim and award additional benefits to which the worker is entitled and pay the full cost of such benefits and related services as are provided for by its Statutory Authority or policy, and shall advise the other Board upon request.

Not from subsequent employment

8.2 Where the recurrence, worsening or aggravation of the condition did not result from the subsequent employment, the Board in that jurisdiction shall refer all pertinent information to the original adjudicating Board for adjudication and the provisions of this Agreement shall apply in respect of administrative co-operation.

SECTION 9. GENERAL COST REIMBURSEMENT GUIDELINES

Accident Board Responsible

- 9.1. Where benefits are provided by an Adjudicating Board to a beneficiary, and the injury, or a fatality resulting from the injury, occurred in another jurisdiction where the beneficiary is eligible to claim benefits, the cost of benefits provided by the Adjudicating Board shall be borne by the Board in the jurisdiction in which the injury occurred.

Amount of Reimbursement

- 9.2. Reimbursements shall either cover the full amount of all payments made by the adjudicating Board on a claim, or the portion of that full amount requested by the adjudicating Board for reimbursement subject only to any policy or statutory limitations. This includes the capitalized costs established on a claim, where both the adjudicating and reimbursing Boards employ a process of capitalizing future costs. Reimbursement in such cases shall be limited to the extent that the reimbursing Board would have itself capitalized the costs had it administered the claim.

Application

- 9.3. These reimbursement provisions shall not apply to Boards precluded from participation in a system of reimbursement. No reimbursements shall be made to any Board precluded from participation in the reimbursement process.

Effect of limits on participation

- 9.4. Where the Statutory Authority or policy of a Board permits participation in a reimbursement process but limits the amount or nature of its participation, similar limitations shall be deemed to apply to all other Boards when dealing with that Board.

Reimbursement requests

- 9.5. Reimbursements shall be requested by the Adjudicating Board and paid by the reimbursing Board either when the claim is closed or, at a minimum of quarterly on a calendar basis. When an action has been commenced, a request for reimbursement shall be deferred pending determination of the net actual cost to the Adjudicating Board.

Capitalization

- 9.6. Where the capitalization of an award is based on a limited period of years rather than full life expectancy, and is subject to re-capitalization at a later date, the subsequent re-capitalization is subject to reimbursement provisions and the Adjudicating Board shall so advise the other Boards when initially requesting reimbursement.

Claims reopened

- 9.7. Where a claim is reopened and additional benefits are provided by the Adjudicating Board for recurrent disability, or for rehabilitation or retraining, the additional costs incurred are subject to these reimbursement provisions.

Certain costs not subject to reimbursement

9.8 Additional costs incurred on a claim by an Adjudicating Board as the result of subsequent statutory, or policy amendments, or future cost of living adjustments, are not subject to reimbursement. This restriction does not apply to those situations where the capitalized costs contains provisions for cost of living adjustments.

Costs must exceed \$1,000

9.9 The reimbursement guidelines shall not apply in any individual claim in which the total costs paid do not exceed \$1,000.

Written notice within two years

9.10 The Adjudicating Board shall notify a reimbursing Board of a potential reimbursement claim within two years of the date the claim is accepted by the Adjudicating Board. No reimbursements are payable on the claim unless the Adjudicating Board has provided written notice within this time frame.

Notice of pre-June 2000 claims

9.11 For potential reimbursement claims arising before June 26, 2000, notice must be given to a reimbursing Board no later than June 25, 2002. No reimbursements are payable on a claim unless the Adjudicating Board has provided written notice within this time frame.

Effective date

9.12 Section 9 shall commence on March 1, 1992.

PART III – ASSESSMENT OBLIGATIONS

SECTION 10. APPLICATION OF PART III

Application

10.1 Subject to subsection 3.2, Part III applies to an employer whose workers are covered under the Statutory Authority of more than one jurisdiction.

SECTION 11. ASSESSMENTS – GENERAL PRINCIPLE

Assessment by Boards

11.1 When this Part applies, as a general principle, each Board agrees to assess those employers who are liable to pay assessments for the work performed by their workers in that Board's jurisdiction only.

Assessment Rates

11.2 Such assessments shall be levied according to the policy of the Adjudicating Board at the assessment rate for the industry in which the employer's operations are classified in each jurisdiction in which the employer is subject to assessment.

Total Earnings not Above Maximum

11.3 Where a worker's total earnings do not exceed the maximum earnings covered by the Board, assessments shall be levied on the full amount of the worker's earnings in that jurisdiction.

Total Earnings Above Maximum

11.4 Where a worker's total earnings exceed the maximum rate of earnings covered by the adjudicating Board, such assessments shall be levied only on that part of the worker's earnings in the jurisdiction which are proportionate to the maximum annual assessable earnings in that jurisdiction for the duration of the period of employment in that jurisdiction, using one of the following formulae:

- a) Maximum earnings covered in the jurisdiction divided by 52 and multiplied by the number of weeks of employment in that jurisdiction;
- b) Maximum earnings covered in the jurisdiction divided by 365 and multiplied by the number of days the worker is employed in that jurisdiction;
- c) Earnings in the jurisdiction divided by total gross earnings, multiplied by the maximum earnings covered in that jurisdiction;
- d) Time worked in the jurisdiction divided by total time worked in year, multiplied by maximum earnings covered in that jurisdiction;
- e) Any other formula which achieves the same result and is suitable for the particular industry and agreeable to the Adjudicating Board and the Administering Board.

Coverage continues

11.5 When computing earnings for assessment purposes, where a worker, usually resident and employed in one jurisdiction by an employer, is sent by that employer to work in another jurisdiction, the worker shall continue to be covered under the Statutory Authority or policy of the jurisdiction of origin until reaching the jurisdiction of destination, and shall similarly be covered by the jurisdiction of origin on leaving the jurisdiction of destination and the worker's earnings while travelling shall be assessed accordingly. This provision does not apply where the worker's employment is such that coverage exists under the statutory authorities of the jurisdictions through which the worker travels and in which the employer reports the operations and earnings paid to the Boards of such jurisdictions.

SECTION 12 ALTERNATIVE ASSESSMENT PROCEDURE FOR THE INTERJURISDICTIONAL TRUCKING INDUSTRY - EXCEPTION TO GENERAL PRINCIPLE

Definitions

12.1 In this section:

- a) "Alternative assessment procedure" means an elective assessment procedure under which electing employer engaged in interjurisdictional trucking shall pay all assessments for a calendar year in respect of a worker to one Board, and an independent operator shall pay all assessments for a calendar year to one Board;
- b) "Assessing Board" means the Board to which an electing employer or independent operator elects to pay assessments under the alternative assessment procedure;

- c) "Electing employer" means an employer who is engaged in the interjurisdictional trucking industry and who elects to have the alternative assessment procedure apply to it.
- d) "Independent operator" means a person with personal optional coverage in at least one jurisdiction who is engaged in the interjurisdictional trucking industry;
- e) "Registering Board" means a Board, other than the Assessing Board with which the employer is ordinarily required to register; and
- f) "Worker" means an individual who has workers' compensation coverage.

Availability of Procedure

12.2 A Board shall:

- a) Make the alternative assessment procedure available only to electing employers and independent operators in the interjurisdictional trucking industry;
- b) Make the alternative assessment procedure available to an electing employer in respect of a worker only if that Board's legislation permits coverage of this worker anywhere in Canada.
- c) Make the alternative assessment procedure available to an independent operator only if that Board's legislation permits coverage of the independent operator anywhere in Canada;
- d) Require an electing employer to:
 - i) Provide a written election to the Assessing and Registering Boards specifying by name the Board to which the employer elects to pay assessments in accordance with the alternative assessment procedure, and the Board (s) to which the employer shall no longer pay assessments, but with which the employer shall maintain its registration;
 - ii) Pay assessments to the Assessing Board in accordance with the alternative assessment procedure;
 - iii) Continue to maintain its registration(s) with the Registering Board(s);
 - iv) Provide satisfactory proof to the Registering Board(s) that the employer is paying assessments to the Assessing Board in accordance with the alternative assessment procedure;
 - v) Provide such information as requested by the Assessing and Registering Boards;
 - vi) Consent to the disclosure of information concerning the employer among Registering and Assessing Boards as is necessary for the effective application of the alternative assessment procedure to the employer;
 - vii) Provide written notice to the Assessing and Registering Boards two (2) months prior to the commencement of the next calendar year that the electing employer is choosing to have alternative assessment procedure not apply to it for the next calendar year;
- e) Require an electing independent operator to:
 - i) Provide a written election to the Assessing and Registering Boards specifying by name the Board to which the independent operator shall pay assessments in accordance with the alternative assessment procedure;
 - ii) Pay assessments to the Assessing Board in accordance with the alternative assessment procedure;

- iii) Provide such information as requested by the Assessing and Registering Boards;
- iv) Consent to the disclosure of information concerning the independent operator among Registering and Assessing Boards as is necessary for the effective application of the alternative assessment procedure to the independent operator;
- v) Provide written notice to the Assessing and Registering Boards two (2) months prior to the commencement of the next calendar year that the electing employer is choosing to have alternative assessment procedure not apply to it for the next calendar year;
- f) Have the option of making the Alternative Assessment Procedure mandatory for all independent operators who elect personal coverage in its jurisdiction.

Application of Alternative Assessment Procedure to Electing Employers

12.3 The Assessing Board shall assess an electing employer in accordance with the alternative assessment procedure, and according to the policy of the Assessing Board at the appropriate assessment rate for the employer's industry.

- a) A Registering Board shall relieve an electing employer from the obligation to pay assessments to it.
- b) The Assessing Board and the Registering Board(s) shall provide copies of such reports and documents from their files to one another as is necessary for the effective application of the alternative assessment procedure to an electing employer.
- c) If a worker of an electing employer is injured and elects to claim compensation from a Registering Board, it shall adjudicate and pay the claim in accordance with its enabling legislation. The Registering Board shall invoice the Assessing Board for an assessment refund covering the costs of the claim either when the claim is closed or, at a minimum of quarterly on a calendar basis.
- d) Upon receipt of an invoice from a Registering Board in accordance with paragraph 12.3(c), the Assessing Board shall pay the registering Board the full amount of the invoice.

Application of Alternative Assessment Procedure to Independent Operators

12.4 The Board in the jurisdiction where an independent operator has personal optional coverage shall be the Assessing Board.

- a) Registering Board(s) shall relieve an electing employer from the obligation to pay any assessment for a worker considered as an independent operator in another jurisdiction.
- b) The Board(s) where the independent operator is considered a worker may request the electing employer to provide satisfactory proof that the worker is an independent operator with personal optional coverage in another jurisdiction.
- c) The Assessing Board and the Registering Board(s) shall provide copies of such reports and documents from their files to one another as is necessary for the effective application of the alternative assessment procedure.
- d) If an independent operator is injured and elects to claim compensation from a Registering Board, it shall adjudicate and pay the claim in accordance with its enabling legislation. The Registering Board shall invoice the Assessing Board for an

assessment refund covering the costs of the claim either when the claim is closed or, at a minimum of quarterly on a calendar basis.

- e) Upon receipt of an invoice from a Registering Board in accordance with paragraph 12.4(d), the Assessing Board shall pay the Registering Board the full amount of the invoice.

No change to coverage

12.5 There shall be no change to the existing workers' compensation coverage of workers of electing employers.

- a) The existing current assessment practices set out in section 11 of the Agreement shall continue to apply to an employer which does not elect to have the alternative assessment procedure apply to it.
- b) Nothing in this section shall affect the operation of section 4 (elections) of the Agreement.
- c) This section shall commence effective January 1, 1995.
- d) Assessing and Registering Boards shall keep relevant statistics including claim, cost and assessment statistics relating to the operation of the alternative assessment procedure.
- e) Section 9, General Cost Reimbursement Guidelines, shall not apply to electing employers or independent operators to which this section applies.

PART IV - ADMINISTRATIVE SERVICES

SECTION 13. LEVEL AND COST OF ADMINISTRATIVE SERVICES

No charges to Adjudicating Board

13.1 The Administering Board shall not charge costs or fees to an Adjudicating Board for:

- a) Administrative services provided by the staff of the Administering Board on behalf of beneficiaries; or
- b) Administrative services provided with respect to assessment matters.

SECTION 14. PROVISION OF REPORTS AND DOCUMENTS

Documents for Claim Administration

14.1 The Adjudicating Board shall provide copies of such reports and documents from its files to the Administering Board as may be necessary for effective administration of a claim. The Administering Board shall provide such medical, rehabilitation or other reports required by the Adjudicating Board to facilitate on-going management of a claim.

Documents for Other Services

14.2.1 Where other services are required of an Administering Board such as the audit of the financial records of an employer to assist another Board in its assessment of that employer, the Board requesting the services shall provide such documentation and

records as are available concerning its needs and the policies and practices on which its auditing and assessment procedures are based.

Confidentiality

14.3 Information provided under this section shall be provided in accordance with the confidentiality provisions of the applicable Statutory Authority or policy.

SECTION 15. APPEALS

Requests for Appeal

15.1 Any appeal or request for review or reconsideration shall be dealt with under the appeal process applicable to the Adjudicating Board.

Enquiries to aid Appeals

15.2 The Adjudicating Board may delegate to the Administering Board the conduct of enquiries to aid in such matters.

Complaint to Administering Board

15.3 Where an employer or beneficiary is dissatisfied with services provided by the Administering Board, the resolution of the complaint shall be determined by the Administering Board.

PART V - DISPUTE RESOLUTION

SECTION 16. DISPUTE RESOLUTION

Exclusive Jurisdiction of Adjudicating Board

16.1 Each Adjudicating Board has the exclusive jurisdiction to determine all matters arising under its Statutory Authority and the action or decision of the Adjudicating Board on such matters is final and conclusive. This decision-making authority cannot be delegated to any other Board.

Dispute Resolution

16.2 In the event of a dispute arising between jurisdictions, the Boards in dispute shall undertake negotiations in good faith to reach a decision. Such negotiations shall originally be conducted by the staff involved by correspondence and telephone. Failing an agreement, senior representatives of each Board to the dispute shall address the issues, with the goal of reaching a fair and reasonable conclusion.

Referral to IJA Coordinator

16.3 Should the dispute remain unresolved, each Board shall refer the dispute to the interjurisdictional coordinator appointed by their respective Boards for further review and discussion. If the coordinators fail to resolve the issues to their mutual satisfaction, they may agree to the appointment of one or more coordinators from other Boards to mediate the dispute.

Information for Mediators

16.4 The mediators may request any additional information as is necessary for the understanding and determination of the dispute and may conduct an oral hearing on the dispute at such time and place agreeable to the Boards involved in the dispute. All evidence, whether written or oral, shall be treated with utmost confidentiality.

Recommendations

16.5 The recommendation of the coordinator who acts as mediator is not binding on the parties, however, it is agreed that Boards shall act in utmost good faith and make every bona fide effort to carry out the mediator's recommendations.

Costs Shared

16.6 Any reasonable costs incurred by any coordinator who acts as mediator shall be paid equally by the Boards in dispute.

PART VI - EFFECT OF AGREEMENT

SECTION 17. EFFECT OF AGREEMENT

Statutory Authority Prevails

17.1 To the extent that any of the terms or provisions of this Agreement conflict with, or are not recognized by the Statutory Authority or policy administered by a participating Board, or any other relevant statute, the Statutory Authority or policy or other statute shall prevail.

Acceptance by Administering Board

17.2 Where a Board adjudicates and accepts a claim under the provisions of this Agreement, the Administering Board agrees to accept the disposition of the claim and shall not decline services or assistance except where prohibited by Statutory Authority or policy.

Prior Agreements

17.3 Prior agreements on cost-sharing for certain industrial diseases, the Interjurisdictional Agreement on the Avoidance of Duplicate Assessments and the Interjurisdictional Agreement on Workers' Compensation shall cease to have effect as of the effective date of this Agreement.

Limits on Participation

17.4 Each Board shall provide a statement as to the limitations of its participation, which shall form a part of Appendix A to this Agreement. Each appendix shall be updated as Statutory Authority or policy permits.

Withdrawal by Board

17.5 Any Board may on six (6) months notice to the other participating Boards, withdraw from any and all provisions of the Agreement.

Meetings

17.6 All Boards agree to meet from time to time as may be necessary to discuss the application of the Agreement, to resolve problems and to amend its provisions.

Conformity of Statutory Authorities with Agreement

17.7 All Boards agree to make the necessary representations to their respective legislatures regarding amendments to their Statutory Authority required to bring that authority into conformity with the provisions of this Agreement.

Effective Dates

17.8 Except as otherwise noted, this Agreement shall come into force on the first day of October 1993. This Agreement is effective for Québec on January 1, 1995 and for Nunavut on April 1, 1999.

Section 7 Survives Withdrawal

17.9 Notwithstanding any other provision of this Agreement, the obligations of a Board under section 7, effective on January 1, 1998 in respect of occupational disease claims registered during the period the Board was participating in section 7, shall survive the Board's withdrawal from section 7 or from the Agreement under subsection 17.5.

Appendices

17.10 The appendices form an integral part of this Agreement. Those appendices are:

- Appendix A Limits of Participation by Signatory Board
- Appendix B Form of Election
- Appendix C Request for Assessment Transfer by Virtue of the Interjurisdictional Trucking Agreement
- Appendix D Application for Alternative Assessment Procedure for Interjurisdictional Trucking

LIMITS OF PARTICIPATION BY SIGNATORY BOARD

**EXTENT OF PARTICIPATION BY
SIGNATORY BOARDS**

JURISDICTION: **Alberta** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Confirmed by Interjurisdictional Coordinator

Date: August 31, 2005

JURISDICTION: **British Columbia** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Confirmed by Interjurisdictional Coordinator:

Date: July 7, 2005

JURISDICTION: **Manitoba** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Confirmed by Interjurisdictional Coordinator

Date: April 13, 2005

JURISDICTION: **New Brunswick** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Section: 7

Limitation: WHSCC NB does not subscribe to section 7 respecting repetitive strain injuries as they are adjudicated in New Brunswick as workplace injuries rather than occupational diseases.

Effective Dates: November 27, 1997

Confirmed by Interjurisdictional Coordinator

Date: August 26, 2005

JURISDICTION: Newfoundland and Labrador Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Confirmed by President/CEO

Date: June 24, 2006

JURISDICTION: Northwest Territories and Nunavut Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Confirmed by Interjurisdictional Coordinator

Date: April 20, 2005

JURISDICTION: **Nova Scotia** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Section: Alternative Assessment Procedure ("AAP") for the Interjurisdictional Trucking Industry - Appendix E. (These provisions are found in section 12 of the Interjurisdictional Agreement on Workers' Compensation - 2005 Consolidation)

Limitation: Limited reimbursement up to the applicable maximum assessable earnings

Effective Dates: January 1, 1995 until January 1, 1999.

Section: Section 7

Limitation: No participation

Effective Dates: October, 1993 until January 1, 1998 when Section 7 Amending Agreement came into effect.

Confirmed by Interjurisdictional Coordinator

Date: July 8, 2005

JURISDICTION: **Ontario** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Section: 12, formerly Appendix E (Alternate Assessment Procedure for Interjurisdictional Trucking Industry)

Limitation: Effective January 1, 1999, any interjurisdictional trucking employers who travel through Ontario and one or more of the Yukon or Prince Edward Island shall be required to pro-rate their assessments, the same as any other interjurisdictional trucking employer which has not applied to be covered by the Alternate Assessment Procedure for the Interjurisdictional Trucking Industry.

For the period January 1, 1997 to December 31, 1998, the previous appendix (below) applies, wherein employers participating in the Alternative Assessment Procedure for the

Interjurisdictional Trucking Industry who traveled through Ontario and Nova Scotia were required to prorate their assessments.

Effective Dates: January 1, 1999

Section: 12, formerly Appendix E (Alternate Assessment procedure for Interjurisdictional Trucking Industry.)

Limitation: Effective January 1, 1997, any interjurisdictional trucking employers who travel through Ontario and one or more of the Yukon, Prince Edward Island or Nova Scotia shall be required to pro-rate their assessment, the same as any other interjurisdictional trucking employer which has not applied to be covered by the alternative Assessment Procedure for the Interjurisdictional Trucking Industry.

Effective Dates: January 1, 1997 – December 31, 1998

Section: 7 (Current Occupational Diseases Provision)

Limitation: The Ontario Workplace Safety and Insurance Board will be participating under the Amending Agreement of the Interjurisdictional Agreement that deals with Section 7, Occupational Diseases effective June 25, 2001.

Effective Dates: June 25, 2001

Section: 7 (Current Occupational Diseases Provision)

Limitation: The Ontario WCB will not implement Section 7 of the Interjurisdictional Agreement as amended, effective January 1, 1998.

Effective Dates: January 1, 1998 – June 24, 2001

Section: Section 7 (Previous Occupational Disease Provision)

Limitation: The Workers' Compensation Board of Ontario (the "Board") fully subscribes to the Interjurisdictional Agreement on Workers' Compensation, (the "Agreement"), except for the following limitations on the Board's participation in Section 7 of the Agreement resulting from subsections 134(1), (12), (13), (14) and (16) of the Workers' Compensation Act, R.S.O. 1990, c.w.11:

1. The Board's compliance with paragraph 7.3 of the Agreement is limited to claims where the workers have had sufficient Ontario exposure to be entitled to compensation in Ontario.
2. The Board's compliance with clause 7.5 (a) of the Agreement in a particular case is subject to the Boards in the other exposure jurisdictions participating in a cost apportionment and reimbursement mechanism.

Effective Dates: October 1, 1993 – December 31, 1997

Confirmed by Interjurisdictional Coordinator

Date: August 17, 2005

JURISDICTION: **Prince Edward Island Workers' Compensation Board/Commission**

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Confirmed by Interjurisdictional Coordinator

Date: August 29, 2005

JURISDICTION: **Quebec** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Section: All the Agreement

Limitation: Non-participation

Effective Dates: Before January 1, 1995

Section: 7

Limitation: Non participation

Effective Dates: February 8, 2005

Confirmed by Interjurisdictional Coordinator

Date: August 25, 2005

JURISDICTION: **Saskatchewan** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Section:

Limitation: No involvement in IJT or AAP

Effective Dates October 1993 – December 31, 2008

Confirmed by Interjurisdictional Coordinator

Date: July 9, 2008

JURISDICTION: **Yukon** Workers' Compensation Board/Commission

The above jurisdiction has no limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993.

Agree

Disagree, the above noted Board/Commission has the following limitations on the extent of participation in the Interjurisdictional Agreement on Workers' Compensation since its adoption in October 1993:

Section: Cannot pay beyond this amount by reason of 34(2) Yukon Worker's Compensation Act ("Act")

Limitation: \$80,000 for permanent impairment

Effective Dates: 1993

Section: Cannot pay beyond this amount by reason of section 36(1) and 117 Act

Limitation: Maximum wage rate

Effective Dates: Dates changes each year. 2005 maximum \$67,000.

Section: 3(2)

Limitation: Wages loss ceases at age 65

Effective Dates: 1993

Confirmed by Interjurisdictional Coordinator

Date: June 1, 2005

FORM OF ELECTION

THE WORKERS' COMPENSATION ACT OF _____

ELECTION TO CLAIM COMPENSATION
(EXTRA-JURISDICTIONAL)

CLAIM NUMBER _____

I _____ sustained personal injury or occupational disease on the _____ day of _____, 20____, in the Province (or Territory, State, etc.) of _____ while in the employ of _____.

OR (in case of a death)

I am a dependant of _____, who died on the _____ day of _____, 20____, as a result of work-related injury or an occupational disease sustained in the Province (or Territory, State, etc.) of _____.

I must choose whether I will claim compensation under the Workers' Compensation Act of _____ or claim compensation [or damages] under the law of the Province (or Territory, State, etc.) where the injury (or occupational disease or fatality) occurred.

Having considered the matter, I elect to claim compensation for this injury (or occupational disease or fatality) under the Workers' Compensation Act of _____.

Should my claim be accepted, I waive and forego any rights to compensation in any other jurisdiction, and will not apply for or accept any benefits from such other jurisdiction unless authorized to do so by the _____ Compensation Board [or Commission].

[Any unique jurisdictional inserts here]

Dated this _____ day of _____, 20____, at _____

Worker's Social Insurance Number _____

Signature Worker or Dependent _____

Witness _____

**REQUEST FOR ASSESSMENT TRANSFER
BY VIRTUE OF THE INTERJURISDICTIONAL
TRUCKING AGREEMENT**

A. Identification of the worker			
Surname			Sex M F
First name			
Address			
	City	Province or territory	Postal code
Date of birth		Social insurance number	
Claim number			

B. Identification of the employer			
Name of the employer			
Establishment Address			
	City	Province or territory	Postal code
Contact person			
Phone number		Employer #	

C. Description of time and place of the occurrence	
Place of occurrence	City Province or territory
Date of accident	

D. Description of the occurrence and nature of the work-related injury (injury location)

E. Benefit category

Gross weekly earnings _____

	<u>Amount</u>	<u>Payment period</u>
- short term	_____	_____
- long term	_____	_____
- health care	_____	_____
- rehabilitation	_____	_____
- survivor benefits	_____	_____

Total _____

First request ↑ Interim request ↑ Final request ↑

For subsequent assessment transfer requests, please provide claim number in section A and complete section E.

F Further disbursements expected Yes ↑ No ↑

Signature of authorized representative

 Name of Representative Phone Number Date

APPLICATION FOR ALTERNATIVE ASSESSMENT
PROCEDURE FOR INTERJURISDICTIONAL TRUCKING

I/We apply to pay assessments under the “Interjurisdictional Agreement - Alternative Assessment Procedure for the Interjurisdictional Trucking Industry” to the _____ (name of WCB/WCC) _____.

Legal name: _____
 Trade/Company Name: _____
 Contact Person: _____
 Street: _____
 City: _____
 Prov: _____
 Postal Code: _____
 Telephone #: _____
 Fax #: _____
 WCB #: _____

AUTHORITY HOLDER AND/OR PRINCIPAL
 (specify if more than one)

Please provide a description of your operations by checking the appropriate boxes below:

	Travelling in/through	Truckers/Workers Resident in	Employer Account #
Alberta			
British Columbia			
Manitoba			
New Brunswick			
Newfoundland			
Northwest Territories			
Nova Scotia			
Nunavut			
Ontario			
Prince Edward Island			
Quebec			
Saskatchewan*			
Yukon			

*Saskatchewan WCB is not party to this agreement and existing reporting requirements apply. Effective Dates October 1993 – December 31, 2008

TERMS AND CONDITIONS

1. This procedure only applies to interjurisdictional trucking.
2. The assessing WCB will notify the registering WCBs on behalf of the applicant. Additional information will be provided to the registering WCBs upon request.
3. The election to claim benefits from the jurisdiction of residence or the jurisdiction of injury remains unchanged by this procedure.
4. The applicant may not opt-out of the procedure part way through a calendar year. However, they may opt-out for the following year by providing two (2) months written notice (by October 31st).

The applicant agrees to abide with the provisions in the Alternative Assessment Procedure for the Interjurisdictional Trucking Industry.