

From: william.ostapek@wcb.ab.ca
Sent: May-20-15 1:02 PM
To: Martin, Ann
Subject: Fw: Possible Conflict between s. 3.2(e) and s. 12 (AAP) of the IJA

Hi Ann.

Attached is Doug Mah's response on the potential conflict between s. 3.2(e) and s. 12 of the IJA.

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----- Forwarded by William Ostapek/WCBAlta on 05/20/2015 09:30 AM -----

From: Douglas Mah/WCBAlta
To: William Ostapek/WCBAlta@WCBAlta,
Date: 05/19/2015 04:37 PM
Subject: Re: Fw: Possible Conflict between s. 3.2(e) and s. 12 (AAP) of
the IJA

Bill, I haven't been able to speak with Lori and so the opinion I offer is my own.

I don't think that s. 3.2(e) should be interpreted in a way that defeats the intent of s. 12. Since inception it was contemplated that PC holders (or optional coverage holders in other jurisdictions) would be able to participate in AAP. It defeats the purpose of AAP to require those persons to purchase coverage in each jurisdiction of travel, the exact scenario that AAP was intended to overcome. In order to give effect to both sections, "coverage [is] in force" must mean coverage in the home jurisdiction where

premium/assessment is paid and coverage in each Registering Board where a registration is maintained (but no payment made).

I reach this interpretation based on the following:

s. 12.1(c)(ii) specifically contemplates the AAP applying to individuals who are PC (or optional) coverage holders; the two critical acts that any Electing Participant as spelled out in

ss. 12.3(a)(i) & (ii) must perform is to pay premium/assessment to the home jurisdiction (Assessing Board) and then maintain a registration (account) with each jurisdiction of travel

(Registering

Board) but not pay anything further;

within s. 12, paying a premium/assessment and maintaining a registration (account) are two separate acts;

then under s. 12.3(f), a Participating Board (in this case a Registering Board) once notified by an Assessing Board of the acceptance of an AAP application has an obligation to establish a registration (account) for that person, thus giving rise to

coverage

in both jurisdictions;

s. 12.7 then directs a Participating Board (in this case a Registering Board) to relieve the Electing Participant (in this

case

the PC or optional coverage holder) of any obligation to pay premium/assessment.

As long as s. 12 is followed by all parties (the PC or optional coverage holder as Electing Participant, the Assessing Board and the Registering Board as Participating Boards), then "coverage is in force" in both

(or

all) of the jurisdictions. In short, PC or optional coverage holders only get coverage in the jurisdictions

where they have paid or have registered

-- they don't automatically have coverage wherever they travel.

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From: William Ostapek/WCBAlta

To: Douglas Mah/WCBAlta@WCBAlta,
Date: 05/12/2015 11:18 AM
Subject: Fw: Possible Conflict between s. 3.2(e) and s. 12 (AAP) of
the
IJA

Hi Doug.

When we last discussed the attached task, you were going to make one last attempt to obtain Lori Sain's opinion on this matter, failing which you were going to take a look at it yourself. Our annual IJA committee meeting will be taking place on May 27 and 28 and I would like to have some sort of answer for the group on this issue.

Thanks.

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----- Forwarded by William Ostapek/WCBAlta on 05/12/2015 11:15 AM -----

From: William Ostapek/WCBAlta
To: Douglas Mah/WCBAlta@WCBAlta,
Date: 05/02/2014 11:42 AM
Subject: Possible Conflict between s. 3.2(e) and s. 12 (AAP) of the
IJA

Hi Doug.

As discussed this morning, I have been tasked with trying to determine whether amendments are necessary to remedy a potential conflict between s. 3.2(e) of the IJA and the AAP (s. 12 IJA). As you will recall, s. 3.2(e) states that the IJA does not apply to

personal coverage 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". Under s. 12 the term "Electing Participant" is defined, in part, as "an individual who has optional coverage with an Assessing Board, who is responsible to pay assessment for such coverage, and who participates in the AAP".

In discussing this issue with our Assessment area, they have clearly indicated that they do not wish to force personal coverage holders to buy PC in each jurisdiction where they perform work, notwithstanding this is what the IJA appears to require. A large number of our AAP participants are PC holders and this would essentially exclude them from participation in the AAP. During this year's IJA meetings, I raised this issue with the committee and while the potential conflict was acknowledged, the committee also indicated a wish that personal coverage holders continue to be included in the AAP. In order to avoid any real or perceived conflict, I have been tasked with preparing amendments to s. 3.2 of the IJA. In preparation for this, I have been asked to consult with you and Lori Sain of Manitoba in an attempt to determine what the original intent was in dealing with personal coverage holders under the IJA and the AAP. Was it originally intended that personal coverage holders be required to purchase personal coverage in every jurisdiction before participating in the AAP? If not, what is the meaning of the term "coverage in force" within s. 3.2 (e)? I note that the AAP (s. 12) was recently redrafted, however the original s. 12 appears to also contemplate that PC holders would be covered.

There are several references to this issue (at least obliquely) in the PPP guide, and I have included Rhonda's updated version of that document for your review, together with the most recent version of the IJA.

Please contact me at your convenience if you have any questions.

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[attachment "IJA PPP Guide Apr 17.14.doc" deleted by Douglas Mah/WCBAlta]
[attachment
"IJA_Consolidated_Agreement English AWCBC FINAL.pdf" deleted by Douglas
Mah/WCBAlta]

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