

AWCBC
IJA Committee

Protocols, Practices & Procedures

Updated May 15, 2014

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***Please Note:** Any resolutions which are no longer relevant are shaded to still show historical reference.

| Date | Topic | Resolution |
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| May 12 & 13, 2010 | Alternate Agreements | All jurisdictions are individually responsible to identify and notify their respective governments of any agreements/protocols for national or international sharing/importing/exporting of workers (at the federal and/or provincial level) to provide emergency services that may conflict with a worker's right of election, under the IJA. |
| May 12 & 13, 2010 | Alternative Assessment Procedure (AAP) (Assessing Board) | The worker's residency remains as the deciding factor for identifying which Board was the Assessing Board. This was preferable to the jurisdiction where the employer had the most substantial connection to. |
| May 14 & 15, 2008 | Alternative Assessment Procedure (AAP) (Cost Transfer) | <p>Case Study;</p> <ul style="list-style-type: none"> - MB Resident - Injured in AB - AAP Employer - Worker Claims in AB - AB Employer was not at fault for a 3rd party accident - Employer would have been eligible for cost transfer. - However, this was not applicable due to AAP. <p>Resolution;</p> <ul style="list-style-type: none"> - AB to collect premiums from MB based employer - MB refunds the employer then, treat claim as if MB worker sustained injury in AB and elected in AB. - Then, cost transfer can be applied in AB |

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| May 16 & 17, 2012 | Alternative Assessment Procedure (AAP) (Independent Operator) | Case Study involving AAP Independent Operators: Jurisdiction A registers as an Independent Operator with personal coverage (\$40,000 PC purchased) under the AAP (Assessing Board) and Jurisdiction B is notified (Registering Board). The worker suffers an accident in Jurisdiction B and chooses to elect benefits from Jurisdiction B under the AAP. Jurisdiction B accepts and establishes the worker's compensation rate based on Jurisdiction B's own policies/procedures (yearly earnings of \$60,000) and seeks reimbursement from Jurisdiction A under the AAP, requesting 100% reimbursement. Jurisdiction B is entitled to 100% reimbursement from Jurisdiction A despite it being in excess of the personal coverage purchased in Jurisdiction A, as per the requirements under the AAP. |
| May 16 & 17, 2012 | Alternative Assessment Procedure (AAP) (Invoice Threshold) | The \$1000 minimum initial claim cost total for reimbursement and the \$200 subsequent invoice minimum threshold were not applicable for AAP invoices. |
| May 1, 2006 April 30 & May 1, 2014 (Clarification Provided) | Alternative Assessment Procedure (AAP) (Notification) | Given the annual AAP procedures were already developed, the general consensus was that it was reasonable for assessing boards to notify registering boards by March 31 in each year. |
| May 14 & 15, 2008 April 30 & May 1, 2014 (Clarification Provided) | Alternative Assessment Procedure (AAP) (Notification) | Board who collects all assessments under AAP is required to notify all participating Boards. If you collect the assessments, you pay the claim. |

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| <p>May 12 & 13, 2010</p> | <p>Alternative Assessment Procedure (AAP) (Notification)</p> | <p>Case Study;</p> <ul style="list-style-type: none"> - Injured in jurisdiction A - Resident of jurisdiction B - Elected benefits in Jurisdiction A - Jurisdiction A requested reimbursement from Jurisdiction B as the employer had confirmed participation in AAP in Jurisdiction A. - Jurisdiction B confirmed that the employer did not participate in the AAP in their jurisdiction and confirmed that the worker was covered under a different employer in their jurisdiction. As such, reimbursement was denied under the AAP. - Due to individual jurisdiction's legislation there can be 2 different employers for the same individual. - It reinforces the need for better communication between the Registering and Assessment Boards to ensure that employers are properly registering in the AAP. |
| <p>September 28, 2000 April 30 & May 1, 2014 (Clarification Provided)</p> | <p>Alternative Assessment Procedure (AAP) (Participation)</p> | <ul style="list-style-type: none"> - The deadline for registering AAP participation would follow the annual reporting deadline for employers in each jurisdiction (Last day of February in all jurisdictions). - Any employers registering in AAP by these dates would be assessed under the AAP effective January 1 of that year. - Employers opening new WCB accounts during the year could opt for the AAP effective the date they open their account. - Employers in AAP would be in for the full year and could not choose to leave the AAP and revert to the usual assessment process until the next year. |

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| September 28, 2000 April 30 & May 1, 2014 (Clarification Provided) | Alternative Assessment Procedure (AAP) (Participation) | The effective date of application into AAP for new employer accounts would be the same day as the application is accepted. Individual jurisdiction would determine the exact time the coverage becomes effective. |
| April 22, 2002 May 28 & 29, 2013 (Clarification Provided) | Alternative Assessment Procedures (AAP) (Participation) | AAP employers who close their accounts are withdrawn from the AAP. If they reopen their AAP account late in the same year (with no changes), they can return to the AAP, without having to complete the appropriate paperwork. |
| May 14 & 15, 2008 April 30 & May 1, 2014 (Clarification Provided) | Alternative Assessment Procedure (AAP) (Participation) | Effective March 2008, the SK Board agreed to enter the AAP as a 3 year pilot project. Effective January 2012 the SK Board was fully participating in the AAP. |
| May 16 & 17, 2012 | Alternative Assessment Procedure (AAP) (Participation) | Jurisdictions are to require mandatory employer participation across all jurisdictions (once opted in), otherwise employers may choose to prorate workers' earnings to a jurisdiction with a more favorable assessment rate, which could increase the risk of employers being able to pay lower assessments. |
| May 16 & 17, 2012 | Alternative Assessment Procedure (AAP) (Review of Participation) | All jurisdictions agreed to have employers' participation in the AAP reviewed every 3 years. An annual review was considered to be too labour intensive. |
| May 16 & 17, 2012 | Alternative Assessment Procedure (AAP) (Withdrawal) | It was agreed that withdrawal from the AAP would need to occur by October 31st in order to be effective for the following year. |
| September 22 & 23, 1997 April 30 & May 1, 2014 (Clarification Provided) | AWCBC IJA Committee Meeting (Agenda) | Future issues should be on all IJA Committee agendas. |

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| <p>November 4 & 5, 1999</p> <p>May 12 & 13, 2010</p> <p>April 30 & May 1, 2014 (Clarification provided)</p> | <p>AWCBC IJA Committee Meeting (Agenda)</p> | <p>Agenda to be distributed 30 days prior to the meeting.</p> <p>Agenda material must be supplied sooner in order to provide appropriate time to review the materials prior to the meeting date.</p> <p>Agenda, briefing notes, and materials to be distributed 30 days prior to the meeting.</p> |
| <p>September 22 & 23, 1997</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> | <p>AWCBC IJA Committee Meeting (Briefing Notes)</p> | <p>Briefing notes are to be prepared when requesting items be included on agendas.</p> |
| <p>May 12 & 13, 2010</p> | <p>AWCBC IJA Committee Meeting (Chair)</p> | <p>The role of the Meeting Chair at the annual AWCBC meeting is to be rotated amongst members every 2 years, based on the alphabetical order of jurisdictions. As BC, ON and PEI have recently acted as Chairs they will be considered exempt from the rotation until all other jurisdictions have had an opportunity to chair the meetings.</p> |
| <p>April 14 & 15, 1997</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> | <p>AWCBC IJA Committee Meeting (Communication)</p> | <p>IJA Committee members are responsible for briefings IJA Committee members are responsible for briefing their AAP subcommittee representatives on issues relating to the AAP, that were discussed in the meeting. Although presently there is no AAP subcommittee, there is still an expectation that IJA Committee members brief their AAP counterparts in their own jurisdictions on issues relating to the AAP, that are discussed in meetings.</p> |

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| May 20 & 21, 2009 | AWCBC IJA Committee Meeting (Communication) | It is the IJA Coordinators responsibility to update front line staff handling IJA claims regarding decisions, discussions (reflected in meeting minutes) and protocols that the Coordinators have agreed to. It would be helpful to have these individuals discuss IJA issues (via telephone, email, etc) with other jurisdictions to have them correlate with annual committee discussions. |
| May 10 & 11, 2011 | | Meeting discussions should be shared with operations staff to ensure that the adopted practices/resolutions are being followed. |
| September 28, 2000 | AWCBC IJA Committee Meeting (Frequency) | Subsequent to April 2001, annual meetings will be held unless issues arise, which require additional meetings. |
| November 4 & 5, 1999 | AWCBC IJA Committee Meeting (Meeting Minutes) | Not necessary to record personal names or reference to province except where necessary or requested. - Minutes to be circulated within 30 days of meeting. |
| April 14 & 15, 1997 April 30 & May 1, 2014 (Clarification Provided) | Communication (New Committee Members) | - Committee members are to provide orientation to colleagues from their own jurisdiction who are attending upcoming meetings, prior to the meeting. - Background information will be provided by AWCBC. - New committee members are responsible for reviewing minutes from prior meetings. |
| May 12 & 13, 2010 | AWCBC Repository | AWCBC repository website is to be used for sharing/posting/accessing material. The repository is a central, secure site, considered favorable over email for distribution of materials. |
| April 29 & 30, 1999 | Benefits in Kind | IJA Coordinators will act as |

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| | (Contact Information) | the contact persons for outgoing requests for benefits in kind. |
| April 14 & 15, 1997 April 30 & May 1, 2014 (Clarification Provided) | Benefits in Kind (Medical Examinations) | It is critical to define the information required when requesting examinations from another Board, so the report is of value to the Board requesting it. Boards that provide service are responsible for follow-up communication with the requesting Board, to ensure understanding/agreement on service expectations. |
| May 14 & 15, 2008 | Benefits in Kind (Medical Examinations) | If there is a gap in the length of time it takes to arrange medical appointments, Boards to update the requestor with information on the future appointment date (to facilitate communication). Suggest that the letter from the provider to the worker, copy to the adjudicating Board and also the letter from the requestor to include a similar statement. |
| May 1, 2006 | Benefits in Kind (Payment) | Benefits in kind are not limited to medical treatment but the full range of services available. The jurisdiction that requests the service ultimately pays for it. Often, an assisting board requests the assistance for the worker and deals directly with the provider. The assisting board may also receive and pay for the bill and then request reimbursement from the requesting board, rather than directing the invoice to the requesting board. This improves customer service and facilitates the ongoing relationship between the board and its service providers. |

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| May 10 & 11, 2011 | Benefits in Kind (Payment) | It is up to individual jurisdictions to negotiate on how they wish to bill “Benefits in Kind” services, that is, whether they want to issue reimbursement to the provider directly and then request reimbursement from the opposing Board or simply have the services billed directly to the requesting Board. It was also discussed that it was up to individual jurisdictions to negotiate with other Boards as to whether they would prefer to make the decision to choose from a list of qualified professionals or have the arranging jurisdiction make this decision, as they may have more familiarity with the providers available and their reputation |
| April 29 & 30, 1999 | Brochure | A brochure will be developed and will be aimed at employers and workers. |
| April 13 & 14, 2000 | | Each jurisdiction to determine how the brochure is to be distributed in their jurisdiction |
| May 28 & 29, 2013 | | Brochure is no longer in use. |
| April 14 & 15, 1997 | Contact List | Committee members are responsible for updating contact lists. |
| May 10 & 11, 2011 | | All jurisdictions are to ensure that their contact list is up-to-date. Errors can delay reimbursement of invoices received from other jurisdictions. |
| May 16 & 17, 2012 | | All jurisdictions are responsible to update their IJA Committee contact list information. Information is to be forwarded to AWCBC to update accordingly. |

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| September 22 & 23, 1997 | Cost Relief | If cost relief is an issue on a claim where reimbursement is going to be requested from another jurisdiction, the employer is to be advised, (in writing), that cost relief must be sought from the Reimbursing Board. The decision regarding cost relief does not affect the amount reimbursed between Boards |
| September 28 & 29, 1998 | | Cost relief is at the discretion of the Reimbursing (accident) Board. |
| March 14 & 15, 2008 | | The assessment costs follow the employer to the jurisdiction where the injury occurred. Cost relief applied by the Reimbursing Board is not considered readjudication. |
| May 10 & 11, 2011 | | |
| May 28 & 29, 2013 (Clarification Provided) | | The Reimbursing Board is responsible to determine cost relief entitlement based on its own policies/procedures for the amount reimbursed to the Adjudicating Board. If there is a shortfall in reimbursement, the Adjudicating Board can decide if cost relief is applicable for the amount left in claims costs. It is the IJA coordinator's responsibility to keep the front line staff informed of this process. |
| April 30 & May 1, 2014 | | The Ontario Board will determine entitlement to cost relief in cases where it is the Adjudicating Board, but any amounts that are subsequently reimbursed will be removed from employer's cost statement and would no longer apply. |

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| April 22, 2002 | Disclosure of Information | <ul style="list-style-type: none"> - Quebec reviewed criteria related to consent granted by a worker and authorizing disclosure or personal information to a 3rd party. - CSST cannot accept “too broad” consents nor those that are not specific, not signed or which do not meet the criteria outlined in the meeting materials under agenda item 8. - Quebec requested criteria be circulated to appropriate staff. - Quebec provided sample form that is required to be signed by the worker prior to release of information. A number of jurisdictions indicated that Freedom of Information issues will likely result in similar form requirements in their jurisdictions in the near future. |
| May 1, 2006 | Disclosure of Information | Discussion regarding information sharing among jurisdictions in the context of privacy legislation. Members’ consensus was that it is good practice to obtain a worker’s consent to share information with other jurisdictions |
| <p>May 14 & 15, 2008</p> <p>May 28 & 29, 2013 (Clarification Provided)</p> | <p>Disclosure of Information</p> <p>Consent When Requesting Claim Information from Another Board for IJA Claim</p> | Privacy provisions pose some challenges to release of information in certain cases. When a Board requests medical information from another Board, for the purposes of adjudication, information has been released, in the past, without consent. |

- NL does not require consent for the purpose of cost reimbursement and/or potential duplication of benefits/assessments. Any further disclosures of personal information (outside of IJA) requires written consent from the worker.
- YK does not require consent for IJA purposes (in accordance with their legislative authority). However, any further disclosures of personal information (outside of IJA) requires written consent from the worker.
- NS attempts to get consent first, but their Act says that if they are releasing information that is for the use in which they had originally collected it, it is okay to release. They will review on a case by case basis.
- SK will release information that is being requested for workers compensation purposes.
- ON requires written consent from worker in most cases before any health records will be released, in situations where disclosure is not specifically provided for in the IJA. Disclosure is general allowed where compelling circumstances exist affecting the health or safety of an individual. For example, if the health care provider believes worker will harm self or others, information can be released.
- BC generally requires consent from the worker. Where consent is not available, they will consider the request for disclosure on a case by case basis to determine if there is a provision in their FIPPA legislation that allows for the release of information, without consent.
- QC requires specific written consent from the worker.
- NWT can release information to any WCB province participating in the IJA.
- MB uses “consistent use” provision. Consent would be requested if info requested by non-contracted 3rd party.
- NB would require consent from the worker before releasing medical information to another Board.
- AB does not require consent for the purpose of cost reimbursement and/or potential duplication of benefits/assessments. However, if another jurisdiction is requesting medical information only (outside of IJA), no consent is required. Alternatively, if another jurisdiction is requesting a complete copy of the worker’s file (outside of IJA), a written consent is required from the worker.
- PEI can release personal information as long as it falls within the IJA. Any further disclosures of personal information (outside of IJA) requires written consent from the worker.

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| May 12 & 13, 2010 | Disclosure of Information Consent when requesting Claim Information From Another Board | Privacy legislation supersedes WC legislation. Amending the IJA to include an information sharing clause may contravene some jurisdictions’ privacy legislation. As such, no amendments to the IJA are recommended. |
| April 19, 2004 | Dispute Resolution (Adjudicative decision) | It was agreed that The Dispute mechanism could be appropriate in some jurisdictions when questioning the correctness of an adjudicating jurisdiction’s decision through the reimbursing jurisdiction appealing the decision of the adjudicating jurisdiction in the adjudicating jurisdiction’s appeal system. |

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| April 30 & May 1, 2014 | | <p>Employers in the reimbursing jurisdiction are entitled to cost relief based on a difference of opinion between the reimbursing jurisdiction and the adjudicating jurisdiction.</p> <p>The reimbursing jurisdiction does not have authority to appeal any adjudicative decisions through the adjudicating jurisdiction's appeal system.</p> |
| April 6 & 7, 1998 | Dispute Resolution (Appeals) | Formally assisting in an Appeal is outside role of IJA Committee |
| <p>April 19, 2004</p> <p>May 12 & 13, 2010</p> | Dispute Resolution (Binding) | <p>Dispute resolution outcome may not always be binding as some jurisdictions cannot delegate legal authority to an arbitrator and as a result the current related definition would require revision.</p> <p>Outcomes of dispute resolution are not binding because of the exclusive jurisdiction of each Board regarding claims paid to workers in their respective jurisdiction. It remains a jurisdiction's decision to implement a dispute resolution decision into subsequent administration of the IJA.</p> |
| April 19, 2004 | Dispute Resolution (Limitation Period) | It was agreed that a limitation period of 2 years would be applied to initiate the dispute resolution mechanism from the date of receipt of the decision in dispute. |

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| <p>May 2, 2005</p> <p>May 12 & 13, 2010</p> | <p>Dispute Resolution (Pcess)</p> | <p>Discussion should take place among respective IJA coordinators prior to confirming a decision in claims that are in dispute. Where there are disputes, a 3rd Board could be asked to intervene and have a medical opinion provided. Although, legally non-binding, both Boards would first have to agree on the 3rd party, and then abide by the determination.</p> <p>An IJA Dispute Resolution Best Practices Training Guide was completed by Doug Mah and available for all jurisdictions to use as a reference.</p> |
| <p>April 22, 2002</p> | <p>Dispute Resolution (Reimbursement Issues)</p> | <p>Discussion:</p> |
| <p>On Reimbursement matters, how can the adjudicative decisions of the Board receiving the reimbursement request be challenged by the Board making the reimbursement request, where the second Board disputes the correctness of the first Board’s decision?</p> <ol style="list-style-type: none"> i. Through dispute resolution under the IJA? ii. Through the statutory appeal process in the jurisdiction that made the decision? iii. Through consensual arbitration? iv. Through the courts? <p>An example for the purposes of the discussion was reviewed. Following discussion, it was noted that option (i), dispute resolution under the IJA and (iii) consensual arbitration would require the agreement of both parties. With respect to (ii), the appeals process in the jurisdiction that says no, availability depends not on the agreement of the parties but the rules regarding “interested party status” in the jurisdiction where the appeal is brought. With respect to (iv), it was noted that lawsuits are rarely started by agreement so agreement would not be necessary. It was noted that both parties must agree to reimburse under the spirit of the agreement and that it is the reimbursing Board’s responsibility to “go after” the assessment.</p> | | |
| <p>May 20 & 21, 2009</p> | <p>Double Compensation</p> | <p>Jurisdictions will determine amongst themselves as to the most appropriate method for recovering costs in situations where a worker has elected to claim and received benefits in one jurisdiction and then, chose to elect and receive benefits in another.</p> |

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| April 6 & 7, 1998 | Election (Form Requirement) | All Boards can use their own Right to Elect form but must ensure they have a signature and SIN block included. |
| September 28 & 29, 1998 | Election (Form Requirement) | If worker has choice of jurisdiction in which to elect, the election form should be signed. If the form is signed, worker does not have ability to go elsewhere. |
| April 20, 2001 April 30 & May 1, 2014 (Clarification Provided) | Election (Form Requirement) | 30 day time limit for election can be waived if another Board has not already paid the claim. There used to be a cover letter sent with election form stating that the worker had to elect within 30 days. Since many jurisdictions did not have this limitation, it was agreed that this limitation could be waived. This cover letter is no longer in use. |
| April 22, 2002 | Election (Form Requirement) | The IJA Committee also agreed that <u>generally</u> there cannot be entitlement to claim in more than two jurisdictions i.e. jurisdiction of accident and jurisdiction of residence (other than occupational disease under Section 7). In cases where a worker may be entitled to compensation and may have entitlement in one of two jurisdictions, where both interjurisdictional and 3 rd party election may apply, can a single Form of Election be used? The IJA Committee concluded that the Election Form prepared for the purposes of the IJA does not have to be used but that the form that is used must capture the information requested on the IJA Election Form, and must also clearly outline what other type(s) of election is/are required. |

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| May 12 & 13, 2010 | Election (Form Requirement) | Each Board should try to administer claims so they work in harmony with the IJA given that all Boards are signatory to the Agreement and responsible for the legal obligations under it, regardless whether it is a duty to obtain an election under their governing legislation. There is still a contractual duty to have an IJA election signed and there is merit to doing so to prevent double compensation and facilitate cost reimbursement under the IJA. Specifically, Section 4.1 clearly outlines that when there may be entitlement to benefits from more than one jurisdiction, the Adjudicating Board needs to obtain the worker's election and notify the other Board accordingly. |
| May 16 & 17, 2012 | Election (Form Requirement) | All jurisdictions are reminded that under Section 4.1 it was mandatory to obtain a completed right of election from workers who may have the ability to elect in more than one jurisdiction. |
| April 14 & 15, 1997 (Amended Sept. 28, 2000) April 30 & May 1, 2014 (Clarification Provided) | Election (Notification to other Boards) | <ul style="list-style-type: none"> - Send election forms to all workers where appropriate. - Claims contacts in all jurisdictions are to advise all other jurisdictions, when a worker elects to claim in their jurisdiction. The mechanism to be used is to send the signed election form, attached to the Application for Compensation (or other relevant document containing pertinent information including claim #) to any other Board and Worker where the worker may have had the right to elect. |

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| September 28, 2000 | Election (Notification to other Boards) | The committee agreed that notification should be a copy of the election and a copy of the application. The Board receiving this information should initiate a claim and then suspend it. |
| June 9, 2003 | | Jurisdictions must ensure that when workers elect to claim in one jurisdiction, that this jurisdiction copy the election and application to all other jurisdictions. -Elections should precede requests for reimbursement. |
| April 30 & May 1, 2014 (Clarification provided) | | Not all Boards follow this process. Clarification will be provided in May 2015 meeting with a new resolution. |
| April 19, 2004 | Election (Notification to other Boards) | It was agreed that each jurisdiction would work to send notification of a worker's potential right to elect. When a worker does elect there is an obligation to advise the other Board / Commission and provide appropriate background info. A reminder to staff would be sent requesting that they screen for potential IJA claims. |
| May 12 & 13, 2010 | Election (Notification to other Boards) | It was agreed that best practice is to send the completed election form to the other jurisdiction as soon as it is received from the worker rather than when required in conjunction with an IJA reimbursement, as it is much harder to collect overpayments from a worker at a later date if double compensation has been confirmed. |
| May 12 & 13, 2010 | Election (Notification to other Boards) | All Boards need to be sure that workers are properly advised of their right of election in more than one province. |

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| May 10 & 11, 2011 | Election (Notification to other Boards) | All jurisdictions agreed to send a completed election form to other involved jurisdictions as soon as they were received, in order to prevent duplicate claim acceptance by more than one jurisdiction. |
| May 2, 2005 | Election (Re-Election) | It was agreed that if jurisdictions concur, workers would be allowed to re-elect, with the provisions made to ensure remedy for duplication of costs. This could be in the form of deductions from the worker's benefits in one jurisdiction, for those benefits originally paid by another jurisdiction, and would include a reimbursement provision. |
| May 10 & 11, 2011 | Election (Triggers) | A chart identifying potential triggers for election purposes was created and was to be used by each jurisdiction. The chart outlined potential triggers jurisdictions could use so right of election opportunities were not missed for injured workers. |
| May 12 & 13, 2010 | Employer Assessment | It was confirmed that not all jurisdictions provide credit to an accident employer once they have received IJA cost reimbursement or AAP assessment transfers from another Board. This seemed to be dependent on how each jurisdiction collects premiums from their employers (i.e. some were experience rated, others were not). |
| May 28 & 29, 2013 | Employer Assessment (Penalties) | Any issues relating to retroactive assessments, interest and penalties levied to an employer by a Reimbursing Board (based on the fact that the employer should have been registered with the Reimbursing Board) are |

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| | | outside of the role of the IJA Coordinator and should be referred to the appropriate assessment department of the concerned jurisdiction. |
| May 12 & 13, 2010 | Employer Assessment (Trucking) | It is up to each individual jurisdiction to decide on whether they would attempt to access information from various federal/provincial agencies to identify and track inter-provincial trucking activities (such as the International Fuel Tax Agreement (IFTA) through the Department of Finance). This was not considered to be an issue within the IJA mandate, but perhaps an assessment issue. |
| June 9, 2003 | Fatalities (Disclosure of File Information) | <ul style="list-style-type: none"> - Ensure that information about dependants is updated in fatal claims in cases where reimbursement is being requested. - Committee previously agreed that a covering letter, advising the reimbursing Board of the current status of dependants, including birth dates, whether in school or out of school, would be included in ongoing annual requests for reimbursement. |
| May 14 & 15, 2008 May 20 & 21, 2009 | Fatalities (Statistics) | Fatalities are only counted in the jurisdiction where it occurred. |
| April 20, 2001 April 30 & May 1, 2014 (Clarification Provided) | Fatalities (Survivor/Pension Benefits) | Reimbursement of reinstated survivor benefits or special payments, as a result of legislative changes, will not be pursued. |
| May 14 & 15, 2008 | Fatalities Survivor/Pension Benefits | For fatalities, do you request actual or average? Should be actual costs. When you pay out, do you pay out actual or estimated/maximum? Response: Actual -Agreement billing minimum is quarterly. |

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| April 30 & May 1, 2014 (Clarification Provided) | | When requesting reimbursement for fatality benefits, the requests should be based on actual costs issued. Similarly, when reimbursing, actual costs should be reimbursed. |
| April 20, 2001 | Freedom of Information (FOI) | File info can be shared between jurisdictions subject to specific statutory or policy restrictions. |
| May 16 & 17, 2012 | Freedom of Information (FOI) | The QC Board is limited to collect certain types of medical information due to their FOIP legislation. Therefore, it may not be exactly what the reimbursing Board always requires (e.g. affidavit for proof of date of birth). |
| May 28 & 29, 2013 (Updated) | | Most Boards are limited to collect certain types of information due to their FOIP legislation. Therefore, it may not be exactly what the reimbursing Board always requires (e.g. affidavit for proof of date of birth). |
| May 2, 2005 | Hearing Aids | It was suggested that pre-approval be obtained prior to purchasing digital aids as not all jurisdictions cover this benefit. |
| April 30 & May 1, 2014 (Clarification Provided) | | Denial of reimbursement of hearing aids would be considered readjudication by the reimbursing Board, and therefore, not permitted. |
| April 19, 2004 | Legislation Updates | It was agreed that major legislative updates would be forwarded to the AWCBC for distribution to the committee and that correspondence should include details regarding legislative changes that may have impacted requests for reimbursement. |

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| <p>April 6 & 7, 1998</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> | <p>Limitation Period</p> | <p>Limitation period should be included to assist with addressing non participating Boards who suddenly become operational. Issue to be included on list of amendments.</p> <p>All jurisdictions are fully participating in the IJA, therefore, there is no limitation period applicable.</p> |
| <p>May 12 & 13, 2010</p> | <p>Long Latency Claims</p> | <p>A best practice guide was developed including procedures/processes and guidelines for confirming employment and employment history, medical diagnosis and principles for adjudication. This will be incorporated into the best practices/training guide.</p> |
| <p>May 20 & 21, 2009</p> | <p>Mutual Aid Resources Sharing Agreement (MARS)</p> | <p>The MARS Agreement has been amended to recognize the right of workers to elect in their home jurisdiction or the jurisdiction of injury. This Agreement is no longer in conflict with the IJA.</p> |
| <p>May 16 & 17, 2012</p> | <p>Occupational Disease Partial Exposure</p> | <p>If a Contributing Board is not able to adjudicate/accept the occupational disease claim on its own policies, then it could consider adjudication of the claim if 30% of the total years of contributing exposure were in its jurisdiction. If the worker's exposure in their jurisdiction did not total 30%, the Contributing Board can refer the worker to another Board, in accordance with Section 7.4 b).</p> |

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| <p>November 4 & 5, 1999</p> <p>May 1, 2006</p> <p>May 20 & 21, 2009</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> | <p>Reimbursement Claim Summary</p> | <p>Case summaries are to be sent with first invoice for a new IJA related claim. However, noting that invoices must be submitted on a quarterly basis, the volume of claims in some provinces, and the fact that in some provinces IJA claims are not centrally administered by one person, there was no consensus on whether an updated summary should be mailed with subsequent invoices.</p> <p>Members noted that the benefit summary sheet should accompany every request for reimbursement. It is helpful to include information about the effective date of benefit changes. Before seeking reimbursement, requesting boards are also asked to confirm that the claim does not involve an AAP employer or a self – insured employer (self-insured in both jurisdictions).</p> <p>When requesting reimbursement from another Board, all jurisdictions agreed that all file documents, including medical reporting, should be sent to the Reimbursing Board.</p> <p>Actual Claim Summaries are optional for jurisdictions. However, it is still crucial that complete file documentation, including all pertinent details, are submitted with reimbursement requests.</p> |
| <p>May 14 & 15, 2008</p> | <p>Reimbursement Denial</p> | <p>Reimbursing jurisdiction disputes whether claim is an IJ claim at all. It was agreed that whatever happens, the worker should not be left hanging. 3rd party dispute resolution would</p> |

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| | | be the recommended avenue if adjudicators and coordinators cannot come to agreement first. |
| May 20 & 21, 2009 | Reimbursement Denial/Shortfall | Where a decision results in a denial or shortfall on reimbursement issued, the decision letter should contain a full explanation of the reasons, including reference to legislative authority and policy applied. |
| May 16 & 17, 2012 | Reimbursement Denial/Shortfall | There are inconsistencies amongst all jurisdictions with respect to cost reimbursement. Not all jurisdictions provide supporting policy/legislation to account for the shortfalls/denials of requests for reimbursement. A Best Practice Training Guide would certainly be a worthwhile venture. |
| April 30 & May 1, 2014 (Clarification Provided) | | A Best Practice Guide (BPG) is presently available. |
| May 10 & 11, 2011 | Reimbursement Dollar for Dollar | Although there were no legal impediments for jurisdictions to reimburse dollar-for-dollar under Section 9, not all jurisdictions were in favor of dollar-for-dollar reimbursement. Some jurisdictions felt it was contrary to the principles of the IJA and were not in support of this practice, while others noted potential significant impact on employer/industry premium levels. As such, no amendments to the IJA were required. Any agreements to reimburse dollar-for-dollar could be made between individual jurisdictions, independent of the IJA. |
| May 16 & 17, 2012 | | Not all jurisdictions agreed with dollar-for-dollar reimbursement although no |

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| | | jurisdictions were limited by their legislation to do so. As there was no consensus, no changes to the IJA were recommended. |
| May 10 & 11, 2011 | Reimbursement Dollar for Dollar | - Effective June 1, 2010 the Saskatchewan and Alberta Boards entered into an Agreement to reimburse dollar-for-dollar for all IJA invoices received. |
| May 16 & 17, 2012 | | - Effective January 1, 2012 the Saskatchewan Board confirmed that they would be issuing full reimbursement to all jurisdictions with no reciprocity required. |
| April 30 & May 1, 2014 | | Effective January 1, 2012 Alberta and Saskatchewan entered into dollar-for-dollar reimbursement agreement with Manitoba. Effective January 1, 2014 Alberta entered in dollar-for-dollar reimbursement agreement with Yukon. |
| April 29 & 30, 1999 | Reimbursement (Election Form) | Boards will reimburse if no election form signed unless the worker has claimed in both places. |
| June 9, 2003 | | Elections should precede requests for reimbursement. |
| May 28 & 29, 2013 | | Section 4.1 should be the overriding principle. However, jurisdictions can reimburse without a signed right of election, but agree to take on any inherent risk in doing so. If issues arise regarding reimbursement without a signed right of election, the issue should be referred to the IJA Coordinators to resolve. |

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| <p>May 16 & 17, 2012</p> <p>April 30 & May 1, 2014</p> | <p>Reimbursement Employer Registration</p> | <p>All jurisdictions agreed that the same employer is not required in order to accept a request for reimbursement. As long as the employer has an account and worker was able to elect with another jurisdiction, reimbursement is reasonable, in accordance with the intent of the IJA. An option could be for a jurisdiction to relieve all costs to the employer once reimbursement is completed.</p> <p>Due to the complexity of issues which arise when reimbursement occurs with 2 different employers, all jurisdictions agreed that reimbursement would only occur when employer charging is with the same employer. This would remain as best practice unless further clarification is obtained at the May 2015 meeting.</p> |
| <p>April 6 & 7, 1998</p> <p>September 28 & 29, 1998</p> <p>April 29 & May 1, 2014 (Clarification Provided)</p> | <p>Reimbursement (Employer Registration)</p> | <p>The reimbursing Board is obliged to honor the IJA reimbursement if the Employer was in a compulsory industry at the time of the accident.</p> <p>If a worker claims in the jurisdiction he/she is injured or killed, and assessment premiums can be backdated, the IJA applies.</p> <p>If it is determined that a worker is able to claim in the jurisdiction in which the injury occurred and the employer is in a mandatory industry, assessment cans be backdated, so the IJA can be applicable, and reimbursement can occur.</p> |

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| May 14 & 15, 2008 | Reimbursement (Employer Registration) | IJA reimbursement requests (non-registered employer vs. should have been registered). If the employer is not registered, it needs to be determined whether employer should have been registered. This is not a bar to reimbursement. There are sometimes challenges in determining whether employer should have been registered. |
| <p>June 9, 2003</p> <p>April 19, 2004</p> <p>May 14 & 15, 2008</p> <p>May 20 & 21, 2009</p> <p>May 2, 2005</p> | Reimbursement (Invoice Frequency/ Reimbursement) | <p>Consider reimbursing the oldest claims first (Date of invoice) as there are instances where reimbursements are being received on new requests when older requests have not been processed.</p> <p>Accounts are to be paid within 90 days from receipt of billing.</p> <p>Billing is to occur quarterly</p> <p>Jurisdictions agreed that they would make every effort to issue and pay invoices in a timely manner. Best practice is a minimum of quarterly on a calendar basis (Section 9.5). This requirement applies to both billing and reimbursing costs.</p> <p>It was agreed that requests for reimbursements may be rejected if the adjudicating jurisdictions has not responded within three (3) months to requests for information from the reimbursing jurisdiction. Consideration must be given to the type and weight of information requested and whether it is the responsibility of the party being requested to provide the information, to gather it. Prior to rejection, it</p> |

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| May 2, 2005 | | <p>is recommended that the requestor phone the other board to attempt to resolve the issue.</p> <p>It was agreed that ongoing (not recurrent) requests for reimbursement may be rejected if not received two years after the date of the last reimbursement.</p> |
| May 1, 2006 | | <p>Members noted that for subsequent billings, timely and expeditious notification remains the principle, so that the Reimbursing board can charge back its employers on a timely basis. However, the two-year timeline for requests arising from the May 2005 meeting is only a guideline, recognizing boards' operational requirements. A Board's denial of reimbursement for subsequent billing would be contrary to the spirit of the IJA.</p> |
| April 30 & May 1, 2014 | | <p>Reference the Best Practice Guide (BPG) for agreed upon best practices.</p> |
| May 10 & 11, 2011 | <p>Reimbursement (Invoice Frequency/ Reimbursement)</p> | |
| <ul style="list-style-type: none"> - A paper was compiled reviewing Section 9 of the IJA to identifying gaps in the process. This included conflicts with respect to full reimbursement versus limited reimbursement (Section 9.2) along with the conflicts regarding capitalization (Section 9.6) and time limits (Section 9.5) as outlined in the IJA. - The review concluded that the wording regarding time limits was confusing and unclear and that this section be redrafted with clearer provisions indicating reimbursements (requests and payments) could take place no more than quarterly and may also take place at the end of a claim (providing that notice was provided within the first two years of acceptance by the Adjudicating Board). - Jurisdictions were satisfied with the above agreed upon interpretation (which was also clarified by the arbitration decision between AB and YK) and did not express the need for this section to be redrafted. - Therefore, no amendments to Section 9.5 of the IJA were considered necessary. | | |

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| May 16 & 17, 2012 April 30 & May 1, 2014 (Clarification Provided) | Reimbursement (Invoice Threshold) | Effective January 1, 2012 any subsequent requests for cost reimbursement are to have a minimum threshold of \$200 for IJA claims only (not AAP). |
| April 29 & 30, 1999 April 22, 2002 (no longer relevant) May 10 & 11, 2011 | Reimbursement (Limitation Period) Limitation Period (Previously Recorded as Reimbursement Notification) | The adjudicating Board must provide some type of notice to the reimbursing Board of a potential IJA claim within 2 years from the date of the acceptance of the claim. IJA Coordinates were reminded to notify their Board/Committee that for potential reimbursement claims arising before June 26, 2000, notice must be given to a reimbursing Board no later than June 25, 2002 and that no reimbursements are payable on a claim unless the adjudicating Board/Commission has provided written notice within this time frame. All jurisdictions agreed that no changes were recommended to Section 9.10 which requires the adjudicating Board to notify a reimbursing Board of a potential reimbursement claim within two years from the date that the claim was accepted by the Adjudicating Board. |
| September 28 & 29, 1998 | Reimbursement (Medical Treatment Costs) | Costs can be requested from the reimbursing jurisdiction if costs are billed to an employer and are thereby charged to the claim file. |
| May 10 & 11, 2011 | Reimbursement (Medical Treatment Costs) | |
| Two distinct positions amongst all jurisdictions were identified: 1) As long as medical fees are actually considered claim costs and billed on the claim, then it would be considered appropriate to seek reimbursement from the opposing jurisdiction (ie. in a fee-for-service system for medical services/opinions which does not include physician's salary as part of the Board's overall administrative budget). | | |

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| <p>2) It is important for all jurisdictions to be on an “equal playing field” when dealing with reimbursable expenditures between Boards. This would not be the case if some Boards received reimbursement for services fees while others did not as they were encompassed in their Board’s administrative budget.</p> <p>Consensus: each Board organizes their business the way they see fit and therefore, differences are expected. Furthermore, it was unlikely that any Board would support a change in business practice solely for the recovery of a portion of the costs under the IJA. The total value associated with these potential shortfalls relating to reimbursement would not be appropriate to dispute.</p> | | |
| May 12 & 13, 2010 | Reimbursement (Overpayments) | Jurisdictions agreed that if a reimbursing Board has made an error in paying an invoice, they should not recover the monies by withholding payment from <i>another</i> IJA/AAP claim. Recovery of these monies should be left to individual jurisdictions to resolve. |
| May 12 & 13, 2010 April 30 & May 1, 2014 (Clarification Provided) | Reimbursement (Overpayments) | Jurisdictions agreed that in situations where an Adjudicating Board experiences a change in a decision (i.e. as a result of an appeal), it should be reflected in the reimbursement requests made to the Assessing Board. Determination of an error in this case, would not be considered readjudication. Jurisdictions should act in good faith to deal with these claims as they do not occur often. |
| May 12 & 13, 2010 | Reimbursement (Pension) | The majority of jurisdictions confirmed that they do not capitalize pension costs on a claim they were reimbursing. It was agreed that pension capitalization was intended primarily as tool for calculating reserves on claims and should not be used as a method to limit reimbursement to another jurisdiction for IJA. Reimbursement should continue as long as the Board’s respective legislation allowed it. |

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| <p>May 10 & 11, 2011</p> | | <p>A paper was compiled reviewing Section 9 of the IJA to identifying gaps in the process. This included conflicts with respect to full reimbursement versus limited reimbursement (Section 9.2) along with the conflicts regarding capitalization (Section 9.6) and time limits (Section 9.5) as outlined in the IJA. It was also noted that in 2010 the general agreement was that pension capitalization was intended to calculate reserves on claims and should not normally be used to limit reimbursement unless there was a claim for reimbursement of a capitalized lump-sum compensation payment. It was recommended that Section 9.6 be redrafted to clearly state the intent and effect and as it was noted to be confusing and imprecise. However, due to difficulty reaching consensus on new wording, any amendments were deferred.</p> |
| <p>May 10 & 11, 2011</p> | | <p>Although it was discussed previously that reimbursement should not be limited on the basis of capitalized costs calculated by the Reimbursing Board, it was recommended that jurisdictions resolve this issue with the involved individual Boards</p> |
| <p>May 14 & 15, 2008</p> | <p>Reimbursement (Readjudication)</p> | <p>Discussed various scenarios where “rejudication” takes place and agreed that in only one type of case is it appropriate: When the individual is determined not to be a worker in the reimbursing jurisdiction.</p> |

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| <p>May 20 & 21, 2009</p> <p>May 10 & 11, 2011</p> <p>May 28 & 29, 2013</p> | | <p>Cost reimbursement requests are not to be denied/shortfall'ed unless the Reimbursing Board's Act or Policies do not allow such reimbursements.</p> <p>A paper was compiled reviewing Section 9 of the IJA to identifying gaps in the process. This included conflicts with respect to full reimbursement versus limited reimbursement (Section 9.2) along with the conflicts regarding capitalization (Section 9.6) and time limits (Section 9.5) as outlined in the IJA. Jurisdictions agreed that Section 9.2 was written in such a way to allow for limitations due to policy and statutory limitations. It was recommended that Section 9.2 be redrafted to clearly state the intent and effect as it was noted to be confusing and imprecise. However, due to difficulty reaching consensus on new wording, any amendments were deferred.</p> <p>Jurisdictions agreed that no redraft was required. All members agreed that if a Board is able to reimburse, then full reimbursement should be the guiding principle. Shortfalls are only permitted based on the reimbursing Board's supporting legislation and policy.</p> |
| <p>May 20 & 21, 2009</p> | <p>Second Injury</p> | <p>A second injury occurs when the work-related injury causes a new accident resulting in a new injury, usually to another part of body. The second injury, along with the recurring injury should return</p> |

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| | | to the Reimbursing Board to pay. *The general consensus was that the second injury costs should be awarded to the original injury jurisdiction. |
| April 14 & 15, 1997 | Self-Insured | Where employers are self - insured in both jurisdictions involved in a claim, no reimbursement occurs. When the employer is self-insured in only one jurisdiction, reimbursement would take place. |
| September 28 & 29, 1998 | | Self -Insurers fall outside of the IJA, and therefore GECA employers do not fall within the scope of the IJA. Appendix C applies unless the employer is self-insured in both jurisdictions. |
| April 30 & May 1, 2014 (Clarification Provided) | | Appendix C referenced cost reimbursement in the past and has since been incorporated into the agreement permanently. |
| April 22, 2002 | Serious Injuries | The IJA Committee concluded that there was no standard in place for which Board should contact the family for purposes of completing the election form. However, the Board in the jurisdiction where the worker resided may be most appropriate jurisdiction to contact the worker's family. |
| May 28 & 29, 2013 (Clarification Provided) | | |
| April 14 & 15, 1997 | Statistics | - Requests for reimbursement are to be reported for the calendar year in which the request was made, regardless of the year of the claim. - Reimbursements received shall be reported for all monies received in the calendar year, regardless of when the request was made. |

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| April 6 & 7, 1998 | Statistics | Statistical reports are to be broken down into two reports: General IJA Cost Reimbursement and Trucking |
| April 29 & 30, 1999 | Statistics | Outstanding balances are not needed. Return to old format. |
| April 22, 2002 | Statistics | IJA cost reimbursement requests should not be included in the days to first pay statistic, as reimbursements do not involve payments to workers as contemplated by the statistic. Payments are reimbursements between Boards. Similarly, reimbursement requests should not be double counted as a claim by the reimbursing Board for the purposes of this statistic. |
| May 10 & 11, 2011 May 28 & 29, 2013 (Clarification Provided) May 16 & 17, 2012 April 29 & 30, 2014 | Statistics | Effective January 1, 2012 all jurisdictions agreed to begin using the new statistics for cost reimbursement under the IJA (or AAP). All jurisdictions agreed to adopt the new definitions and tables used to track the 2012 IJA/AAP statistics. No further statistics would be reported (for IJA or AAP) effective 2014. |
| April 29 & 30, 1999 April 22, 2002 May 28 & 29, 2013 (Clarification Provided) | Third Party | The decision of an Adjudicating Board to pursue third party action is not open for reconsideration by the Reimbursing Board. The IJA cannot be used as an instrument to bar third party litigation in other jurisdictions. |
| April 29 & 30, 1999 | Third Party | Adjudicating Boards will put paying Boards on notice that the Adjudicating Board will exercise its subrogation rights and then seek reimbursement for any shortfall. |

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| <p>August 19 & 20, 1999</p> <p>May 20 & 21, 2009</p> | | <p>Board should not seek reimbursement for third party claims costs that have been recovered from third party.</p> <p>Reimbursement requests are not to be sent until the 3rd party recovery action is complete. Sending a notice of intent to bill for possible reimbursement (within 2 years of claim acceptance) will preserve the right to send the future request once 3rd party action is completed.</p> |
| <p>September 28, 2000</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> | <p>Third Party</p> <p>Third Party</p> | <p>Right of Action referred to in Appendix C refers to WCB Right of Action.</p> <p>Appendix C referenced Right of Action in the past and has since been incorporated into the agreement permanently (Specifically 9.5).</p> |
| <p>May 12 & 13, 2010</p> | <p>Training</p> | <p>A review of IJA training materials noted the following deficiencies:</p> <ul style="list-style-type: none"> - Jurisdictions do not directly link the instructional material to the applicable sections of the IJA. - There is an absence of relevant discussion papers in the training materials. - There is a lack of specific instructions on how to establish the compensation rates. - There is an absence of sample decision letters that can be used as templates to clearly outline the specific legislation and policy that prevents full reimbursement or warrants a reconsideration of a decision. <p>The Dispute Resolution section is missing from all Board's manuals. Section 8 has not been updated</p> |

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| | | by various Boards, to include Saskatchewan's participation. |
| November 4 & 5, 2012 April 30 & May 1, 2014 (Clarification Provided) | Training | Each jurisdiction is responsible for their own internal training of IJA best practices, protocols, processes and procedures. |
| September 22 & 23, 1997 May 16 & 17, 2012 April 30 & May 1, 2014 | Translation | No translation charges will be forwarded to CSST. New Brunswick to act as a translation clearing house. It is the responsibility of the requesting Board to translate the information to English, if required. The QC Board provides an English translation cover page for IJA/AAP requests, but it is expected that the other Boards will reciprocate accordingly with Quebec. All jurisdictions are responsible for their own translation services and related costs. New Brunswick is not acting as a translation "clearing house." |
| April 29 & 30, 1999 May 28 & 29, 2013 | Workers' Rights | Jurisdictions are not required to inform workers of their rights in another jurisdiction to discourage forum shopping. Jurisdictions should not inform workers of benefits they may be entitled to in other jurisdictions, however, should inform workers of their potential right of election in another jurisdiction. |
| April 22, 2002 | Working Documents IJA | It was agreed that the IJA Working Document could be distributed with appropriate disclaimers i.e. document does not represent the original document, and is for information purposes only. The Agreement is between Boards and the requester |

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| May 28 & 29, 2013 | | <p>should be reminded that they are not a party to it and have no rights under it. There were no known objections to posting the working document on a Board's website, so long as appropriate disclaimers were noted. It was also stated that it would not be appropriate to post the Interjurisdictional Agreement itself.</p> <p>Above resolution (dated April 22, 2002) refers to "Working Document" only. The signed IJA is available on the AWCBC website.</p> |
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