

MEMORANDUM OF UNDERSTANDING

between

Her Majesty the Queen in Right of the Province of Saskatchewan,
represented by the Minister of Advanced Education and Employment (hereinafter
referred to as "**Saskatchewan AEE**"):

OF THE FIRST PART

- and -

The Workers' Compensation Board, 200 - 1881 Scarth Street,
Regina, Saskatchewan S4P 4L1 (hereinafter referred to as "**the Board**")

OF THE SECOND PART

WHEREAS Saskatchewan AEE desires to obtain workers' compensation coverage for students placed in a work-based learning assignment;

WHEREAS the Board desires to provide coverage for such students under terms and conditions compatible with the purposes of *The Workers' Compensation Act, 1979* ("the Act")

AND WHEREAS pursuant to the Act, the Board

- has ordered that any bona fide student for whom consents and an agreement are completed pursuant to this Memorandum, shall be a worker for the purposes the Act, and
- has determined that any injury sustained by such a student worker while engaged in a work-based learning assignment shall, for the purposes of section 44 of the Act, be an injury sustained by the student

“worker in the course of his employment.”

THEREFORE, the parties agree that the following terms and conditions shall govern the provision of such coverage:

Definitions

In this Memorandum:

“bona fide student” means an individual who is engaged in a work-based learning assignment and who is registered with a post-secondary institution, if the course is offered by that institution, or Saskatchewan AEE if the course is offered by a community-based organization.

“community-based organization” means an organization recognized by Saskatchewan AEE that delivers training or employment services for no profit;

“employer” means an employer as defined by *The Workers' Compensation Act, 1979*.

“post-secondary institution” means a post-secondary educational institution listed in either Schedule “A” or “B”, as amended from time to time by Saskatchewan AEE;

“work-based learning assignment” means a course or a component of a course which:

- (a) is offered by post-secondary institution or community-based organization as defined in this Memorandum;
- (b) provides for students to be engaged with an employer without pay for more than one day in the performance of work normally undertaken by the employer; and
- (c) is either approved by or is partially or totally funded by

Saskatchewan AEE;

but shall not include those portions of a course or a component of a course which take place outside of Saskatchewan.

1. Workers' Compensation for Students

The workers' compensation benefits referred to in this Memorandum shall apply only to bona-fide students for whom Consents and an Agreement in a form similar to that found in Schedule "C" attached hereto has been completed by the student and the parent or guardian of a minor student and with respect only to injury or death occasioned during the student's engagement in their work-based learning assignment.

2. Scope of this Memorandum

The parties intend that this Memorandum will better ensure that:

(a) save for the changes contained in paragraph 5, bona fide students referred to in paragraph 1., and

(b) all employers, workers and dependants under the Act, are eligible for similar compensation, benefits and rights and are subject to similar duties, obligations and restrictions established under the Act as if such bona fide students were workers under the Act and were injured or killed in the course of their employment.

3. Responsibilities of Saskatchewan AEE

Saskatchewan AEE shall:

(a) approve work-based learning assignments;

(b) ensure the maintenance of records of bona fide students;

(c) obtain information required by the Board to confirm the eligibility of a student for whom a claim is submitted to the Board;

(d) set up and maintain procedures satisfactory to the Board for the

submission of claims in respect of bona fide students;

(e) see that accidents involving bona fide students are reported to the Board; and

(f) annually update Schedules "A" and "B" of this Agreement.

4. Board Responsibilities

The Board shall:

(a) establish, and maintain such orders, decisions and Board Policy;

and

(b) make all determinations regarding eligibility for benefits, level of benefits and overall administration of claims submitted by or on behalf of bona fide students, and make all payments in relation thereto

as may be required to extend workers' compensation coverage to bona fide students pursuant to this Memorandum.

5. Earnings Replacement

The Board shall pay compensation for bona fide students as follows:

(a) Benefits respecting loss of earnings are to be paid during a school term only where there is actual loss of earnings demonstrated.

(b) If there is a loss of earnings between school terms or following termination of schooling which arises from an injury occurring during a work-based learning assignment, the calculation of wage loss benefits will be based on:

i. all earnings from employment in industries covered by the Act; or

ii where there are no covered earnings:

a. for the first 24 months of demonstrated earnings loss, the provincial minimum wage for a forty-hour workweek; and

b. after wage loss benefits have been paid for a period of 24 consecutive months, two-thirds of the average weekly wage

as of June in the year immediately preceding the year in which the loss of earnings or ability to earn occurs.

(c) In the event of a fatality, benefits to the dependent spouse of a bona fide student will be based upon section 83 of the Act.

6. Financial Arrangements

(a) The Board may, in determining premiums or levies charged under the Act to the Government of Saskatchewan, take into consideration such claims as may be paid to bona fide students pursuant to this Memorandum, in like fashion as if such students were employees of Saskatchewan AEE.

(b) The Board shall assess no other premiums, levies, fees or charges against an employer or Saskatchewan AEE with respect to this Memorandum.

7. Term and Termination

This Memorandum

(a) supersedes all prior Agreements between the Board and Saskatchewan AEE, or its predecessors,

(b) shall expire ten years from the date hereof, and

(c) before expiration, may be terminated without cause by one year's notice given in writing by either party to the other.

Execution

Saskatchewan AEE and the Board agree to be bound by the terms and conditions of this Memorandum effective the 19 day of April, 2007.

**Saskatchewan Advanced
Education and Employment**

B. Durnford

Deputy Minister of Advanced
Education and Employment

Simon St-Onge

Witness

The Workers' Compensation Board

[Signature]

Chief Executive Officer

Karen Reive

Witness

Schedule “A”

Post-Secondary Institutions

Saskatchewan Institute of Applied Science and Technology

Carlton Trail Regional College

Cumberland Regional College

Cypress Hills Regional College

Lakeland College – Lloydminster

Northlands College

North West Regional College

Parkland Regional College

Prairie West Regional College

Southeast Regional College

Dumont Technical Institute and Gabriel Dumont Institute

Apprenticeship and Trade Certification Commission

University of Regina, including its federated and affiliated colleges

University of Saskatchewan, including its federated and affiliated colleges

Saskatchewan Indian Institute of Technologies

Schedule "B"

Extra Provincial Post-Secondary Institutions

University of Alberta

British Columbia Institute of Technology (BCIT)

Northern Alberta Institute of Technology (NAIT)

Southern Alberta Institute of Technology (SAIT)

Schedule "C"

Work-Based Learning Consent and Agreement

INTRODUCTION: Work-based learning is a program where a student is placed with a local employer as part of a school course. Students are not paid.

The Workers' Compensation Board (the Board) has signed a memorandum with Saskatchewan Advanced Education and Employment and has passed a policy under authority of *The Workers' Compensation Act, 1979* (the Act) with a view to ensuring that a student participating in Saskatchewan in a program and for whom the following consents and agreement are completed, is eligible for worker's compensation and is subject to legal rights, benefits, obligations and restrictions while placed with a local employer, as if the student was a worker in the course of employment. Workers' compensation is a collective liability no-fault protection plan for workers injured or killed by a chance event. Benefits (including long-term benefits) may include some compensation for medical expenses, lost future wages, permanent functional impairment and death.

The Act provides that neither a (student) worker nor the (student) worker's dependants may sue any employer or another worker covered by workers' compensation, with respect to an injury sustained by the (student) worker in the course of employment. Information for obtaining a copy of the Act, the Board policy and the memorandum which more particularly detail the rights and obligations of students, may be obtained by phoning the Practical and Applied Arts Co-ordinator at Saskatchewan Advanced Education and Employment (Regina information 787-6030).

CONSENTS AND AGREEMENT

The student and (if the student is a minor) **the student's parent/guardian** **consent to the student participating** in a work-based learning assignment associated with the ^(a) course described as _____ while placed with _____ (the local employer); **(b) consent to the Minister having applied on behalf of the student** to the Board for an order that the student be brought within the scope of the Act as a worker; and **(c) agree** (in consideration of receiving workers' compensation coverage at no cost to the student) with the local employer and workers covered by the Act, the post-secondary institution, and with Saskatchewan Advanced Education and Employment and the Board, **to be subject to the legal rights**, benefits, obligations and restrictions while placed with the local employer **more particularly described in the above introduction.**

Dated at _____, Saskatchewan this ____ day of _____, 200_.

Student

Parent/guardian (of a student under 18) or Witness (for a student 18 or older)