

AGREEMENT

Between

Her Majesty the Queen in Right of the Province of Saskatchewan,
represented by the Minister of Advanced Education or successor (hereinafter referred to as "the
Ministry of Advanced Education")

OF THE FIRST PART

- and -

The Workers' Compensation Board
(hereinafter referred to as the "WCB")

OF THE SECOND PART

WHEREAS the Ministry of Advanced Education desires to obtain workers' compensation coverage for post-secondary students engaged in work-integrated learning assignments;

WHEREAS annual expenditures pursuant to this Agreement will be less than \$50,000 in any fiscal year;

WHEREAS the Minister of Advanced Education is authorized to enter into this Agreement pursuant to section 18 of *The Executive Government Administration Act*;

WHEREAS the WCB desires to provide coverage for such students under terms and conditions compatible with the purposes of *The Workers' Compensation Act, 2013* (the "Act");

AND WHEREAS pursuant to the Act, the WCB has ordered that any student for whom a *Consents and Waiver of Liability* is completed pursuant to this Agreement, shall be a worker for the purposes of the Act, and has determined that any injury sustained by such student while engaged in a work-integrated learning assignment shall, for the purposes of section 43, "be an injury to a worker arising out of and in the course of the worker's employment."

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

DEFINITIONS

In this Agreement:

"participating student" means an individual who is engaged in a work-integrated learning assignment in the province of Saskatchewan, and who is registered with a post-secondary institution.

"host organization" means the organization (private, public, non-profit organization, agency, business, or association, etc.) at which a participating student undertakes a work-integrated learning assignment.

"post-secondary institution" means a post-secondary educational institution identified in Schedule "A" or "B" as may be amended from time to time by the Ministry of Advanced Education.

"program" means an academic program taken by a student at a post-secondary institution.

“term” means a period of time during which students work toward completing the requirements of their post-secondary program. Schedules may vary between post-secondary institutions and programs.

“work-integrated learning assignment” means a program or a component of a program which:

- (a) is offered by a post-secondary institution; and,
- (b) provides for participating students to be engaged with a host organization without pay for more than one day in the performance of work normally undertaken by the host organization for the purpose of learning.

But does not include those work-integrated learning assignments which:

- i. take place outside of Saskatchewan; or,
- ii. take place on a First Nation in Saskatchewan, or in an industry or occupation excluded from coverage under the Act unless the First Nation or host organization has applied to the WCB for inclusion under section 3 of the Act and the WCB has approved said application.

1. Workers' Compensation for Students

The workers' compensation benefits referred to in this Agreement will apply to participating students for whom a *Consents and Waiver of Liability* (in the form found in Schedule “C” attached hereto) has been completed by the participating student and the parent or guardian of a minor participating student prior to engaging in any work-integrated learning assignment(s), and with respect only to injury or death occasioned during the participating student's engagement in their work-integrated learning assignment.

2. Scope of this Agreement

The parties intend that this Agreement will ensure, subject to any changes to benefit entitlement contained in paragraph 5, that participating students are workers for the purposes of the Act, and are eligible for compensation, as if such students were workers under the Act and were injured or killed in the course of their employment.

3. Responsibilities of the Ministry of Advanced Education

The Ministry of Advanced Education will:

- (a) update Schedules “A” and “B” as necessary.
- (b) indemnify the WCB, where applicable, under the terms and conditions of the attached Indemnity Agreement which forms part of this Agreement;
- (c) pay premiums or levies which may be charged in accordance with paragraph 6;
- (d) ensure that post-secondary institutions fulfill the following responsibilities:
 - i. approve unpaid work-integrated learning assignments;
 - ii. liaise with host organizations, including communicating safety expectations and monitoring adherence to safety standards;
 - iii. maintain appropriate records associated with unpaid work-integrated learning assignments;

- iv. advise participating students of the details of their workers' compensation coverage;
- v. for any academic program that includes a work-integrated learning assignment, obtain a signed *Consents and Waiver of Liability* form (Schedule "C") from each participating student prior to the start of any work-integrated learning assignment(s). The *Consents and Waiver of Liability* form will apply to all work-integrated learning assignments undertaken by the student throughout the course of the academic program;
- vi. ensure that, in the event of injury, students and host organizations carry out the necessary reporting and claims submission procedures;
- vii. ensure, per the definition of "work-integrated learning assignment", that no work-integrated learning assignments are carried out on a First Nation in Saskatchewan or in an industry or occupation excluded from coverage under the Act, unless the First Nation or host organization has applied to the WCB for inclusion under section 3 of the Act and the WCB has approved said application;
- viii. provide an annual report to the Ministry of Advanced Education by June 30 of each year, which confirms:
 - a. the total number of participating students for the current academic year;
 - b. the number of work-integrated learning assignments undertaken in the current academic year; and
 - c. that each participating student has signed a *Consents and Waiver of Liability* form (Schedule "C") for his or her respective program.

4. WCB Responsibilities

The WCB will:

- (a) establish and maintain WCB policy as is necessary to give effect to this Agreement;
- (b) make all determinations regarding eligibility for benefits, level of benefits and overall administration of claims submitted by or on behalf of participating students, and make all payments in relation thereto as may be required to provide workers' compensation coverage to participating students pursuant to this Agreement; and
- (c) report the number of annual work-integrated learning claims (July 1 – June 30 inclusive) to the Ministry of Advanced Education by August 1 of each year.

5. Earnings Replacement

The WCB will pay compensation for participating 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 injury occurring during a work-integrated learning assignment, the calculation of wage lost benefits will be based on:
 - i. all earnings from employment in industries covered by the Act (section 3); 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 work week; 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 dependents will be based on the provisions of the Act (sections 80-93).

6. Financial Arrangements

- (a) The WCB 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 participating students pursuant to this Agreement, in like fashion as if such students were employees of the Ministry of Advanced Education.
- (b) The WCB will assess no other premiums, levies, fees or charges against a host organization, a post-secondary institution, or the Ministry of Advanced Education with respect to this Agreement.

7. Term and Termination

This Agreement:

- (a) supersedes all prior Memoranda and/or Agreements between the WCB and the Ministry of Advanced Education or its predecessors;
- (b) will expire five (5) years from the date hereof; and,
- (c) before expiration may be terminated without cause by one year written notice given to either party by the other.

**THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY. THE FOLLOWING PAGE
IS THE SIGNATORY PAGE**

Execution

The WCB and the Ministry of Advanced Education agree to be bound by the terms and conditions of this Agreement effective the first (1st) day of July, 2021.

The Ministry of Advanced Education



Deputy Minister of
Advanced Education



Witness

The Workers' Compensation Board



Chief Executive Officer



Witness

Schedule "A"

Students registered with any of the following Saskatchewan post-secondary institutions, and who pursue a work-integrated learning assignment in Saskatchewan, are eligible for workers' compensation coverage pursuant to this Agreement.

University of Regina

University of Saskatchewan

Saskatchewan Polytechnic

Carlton Trail College

Cumberland College

Great Plains College

Lakeland College

Northlands College

North West College

Parkland College

Southeast College

Gabriel Dumont Institute, *including its subsidiaries: Dumont Technical Institute, Saskatchewan Urban Native Teacher Education Program and Gabriel Dumont College*

Saskatchewan Indian Institute of Technologies

Campion College

First Nations University of Canada

Luther College

St. Thomas More College

Briercrest College and Seminary

College of Emmanuel and St. Chad

Horizon College and Seminary

Lutheran Theological Seminary

St. Andrew's College

St. Peter's College

Schedule "B"

The Government of Saskatchewan holds several inter-provincial agreements in order to reserve seats for Saskatchewan students in out-of-province programs that are not currently offered in Saskatchewan.

Saskatchewan students occupying reserved seats as part of the inter-provincial agreements with the following programs are eligible for workers' compensation coverage pursuant to this Agreement while they are engaged in a work-integrated learning assignment in Saskatchewan.

- Magnetic Resonance Imaging, Northern Alberta Institute of Technology
- Diagnostic Medical Sonography, Southern Alberta Institute of Technology
- Nuclear Medicine Technology, Southern Alberta Institute of Technology
- Respiratory Therapy, Southern Alberta Institute of Technology
- Cardiovascular Perfusion, British Columbia Institute of Technology
- Electro-Neurophysiology, British Columbia Institute of Technology
- Orthotics and Prosthetics, British Columbia Institute of Technology
- Occupational Therapy, University of Alberta

Schedule “C”
Work-Integrated Learning Consents and Waiver of Liability

Introduction: For the purposes of this Agreement, work-integrated learning involves a student being placed with a work-placement employer (“host organization”) without pay as part of an educational program (“participating student”).

The Workers’ Compensation Board (the “WCB”) has signed an Agreement with the Ministry of Advanced Education, and has passed a policy under the authority of *The Workers’ Compensation Act*, 2013 (the “Act”) to ensure that post-secondary students pursuing unpaid work-integrated learning assignments are entitled to workers’ compensation coverage.

To be eligible for coverage pursuant to this Agreement, participating students must:

- (a) be registered with an eligible post-secondary institution or program;
- (b) complete their work-integrated learning assignments in Saskatchewan and in an industry, occupation, or First Nation that has been approved by WCB for coverage under section 3 of the Act; and,
- (c) complete and sign the *Work-Integrated Learning Consents and Waiver of Liability* form prior to the start of any work-integrated learning assignment(s). The signed form will apply to all work-integrated learning assignments undertaken by the student throughout the course of the academic program.

A participating student is subject to the legal rights, benefits, obligations and restrictions while placed with a host organization, as if the student was a worker in the course of employment.

Workers’ compensation is a collective liability no-fault protection plan for workers, and thereby participating students, who are 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 worker nor a worker’s dependents may sue any employer/host organization or another worker covered by workers’ compensation, with respect to an injury or death sustained by the worker in the course of employment. By signing this Consent and Waiver, the participating student acknowledges and agrees to be subject to the same benefits and restrictions provided in the Act. As such, neither the participating student nor the participating student’s dependents may sue any employer/host organization, post-secondary institution, Government of Saskatchewan as represented by the Ministry of Advanced Education, or another worker covered by the Act with respect to any injury or death sustained by the participating student in the course of their work-integrated learning assignment.

For information on the Act and the Agreement, see the following [Government of Saskatchewan webpage](#).

Contact person:

Adam Mills
Director, Technical and Indigenous Institutions
Sector Management and Relations Branch
Ministry of Advanced Education
Tel: 306-787-6076
Email: adam.mills@gov.sk.ca

CONSENTS AND WAIVER OF LIABILITY

The student and (if the student is a minor) the student's parent/guardian

- a. **Consent(s) to the student participating** in one or more work-integrated learning assignments associated with the program described as _____ offered by _____ (the post-secondary institution)
- b. **Consent(s) to the Minister of Advanced Education having applied on behalf of the student** to the WCB for an Order that the student be brought within the scope of *The Workers' Compensation Act, 2013* (the "Act") as a worker.
- c. **agree(s)**, in consideration of being permitted to take part or be engaged in any work integrated learning assignment, and in consideration of being entitled to coverage under the Act at no cost to the student, to be bound by the terms of the Act and subject to all rights and restrictions contained in the Act, except as modified in paragraph 5 of the [Agreement](#).
- d. Acknowledge(s) that by agreeing to be bound by the terms of the Act I forfeit my right to sue any employer/host organization or worker who may have caused me injury in exchange for the no fault coverage provided by the Act, except as modified in paragraph 5 of the [Agreement](#).
- e. **Waive(s)** all claims against the WCB, any employer/host organization or worker as defined in the Act, the post-secondary institution, and the Government of Saskatchewan as represented by the Ministry of Advanced Education, for any loss or damage(s) with respect to injury or death that occurs in the course of being engaged in a work-integrated learning assignment.

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

Student First Name

Student Last Name

Student Signature

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

INDEMNITY AGREEMENT

Whereas the Workers' Compensation Board (the "WCB") has, pursuant to a request by the Ministry of Advanced Education and with a view to ensuring that certain students injured while enrolled in work-integrated learning assignments are afforded workers' compensation coverage and are subject to the same legal rights, benefits, obligations and restrictions while engaged with a host organization, as if the student was a worker injured during the course of employment,

(1) entered an Agreement with the Ministry of Advanced Education (the "Agreement").

(2) issued an order pursuant to subsection 3(6) of *The Workers' Compensation Act, 2013* (the "Act") that certain students while engaged in work-integrated learning assignments shall be workers under the Act, and

(3) passed a policy pursuant to clause 18(5) of the Act, determining that students injured while engaged in work-integrated learning assignments shall be deemed to be injured while engaged in the course of their employment (the "resolution").

Now therefore the Ministry of Advanced Education, in consideration of the WCB agreeing to extend coverage to students pursuant to the Agreement, hereby indemnifies the WCB from all damages that the WCB may sustain in any action or proceedings by an employer/host organization that is sued by a student on the basis that the resolution is ultra vires or invalid.

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

Ministry of Advanced Education
