

Logbook

10th edition



FIG | SECTEUR PRIVÉ

For healthcare
professionals
on disability

Logbook

10th edition



This document is a summary of the rights and obligations of an employee on disability. In the event of a discrepancy between this document and other legal or administrative documents, such as the collective agreement, the insurance contract, the RREGOP Act, etc., only the latter can be used to rule on a dispute.

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GLOSSARY

AIAOD:	Act respecting industrial accidents and occupational diseases
C.A.:	Collective agreement in effect since July 10, 2016
Consolidation:	Healing or stabilization of an employment injury following which no improvement in the state of health of the injured worker is foreseeable
CNESST:	Commission des normes, de l'équité, de la santé et de la sécurité du travail
Disability:	State of incapacity resulting from an illness, an accident or an employment injury which renders an employee incapable of performing the normal duties of her job
Employment Injury:	Injury or disease arising out of or in the course of an industrial accident or an occupational disease
Net income:	Annual gross income reduced by the provincial and federal income taxes, unemployment insurance contributions and QPP contributions
Occupational period:	Period during which the disability makes the worker totally incapable of performing the usual duties of her job or any other similar job offered by the employer
QPIP:	Québec Parental Insurance Plan
QPP:	Quebec Pension Plan
Retraite Québec:	Amalgamation of the CARRA and the Québec Pension Plan as of January 1, 2016
RREGOP*:	<i>Régime de retraite des employés du gouvernement et des organismes publiques</i> (Government and Public Employees Retirement Plan)
SAAG:	<i>Société de l'assurance automobile du Québec</i>
Waiver period:	Period during which a worker continues to benefit from certain group insurance coverage, without having to pay the insurance premiums

* Information regarding retirement refers to RREGOP. If you have a different retirement plan, you can contact your local union team or the FIQ's Social Security Sector.

DISABILITY DUE TO ILLNESS



The information in this section complies with the group insurance contract which applies to FIQ and FIQP | Secteur privé members and came into effect on April 14, 2019. If the onset of the disability occurred before this date, you may be covered by another group insurance contract currently in effect and there may be disparities. However, the procedures are similar. If you have questions about this, please contact your local union team or the FIQ Social Security Sector. ■

IMPORTANT INFORMATION IN THE EVENT OF A DISABILITY - QPP

If you are **60 years** old, on **disability**, and intend to ask for your pension plan from the Québec Pension Plan (QPP), it is important to gather more information before submitting the request. Even if your employer or insurer has not yet asked you to submit a request for a disability pension from the QPP, it could happen. You cannot receive both the retirement pension and disability pension from the QPP. You may have to cancel your retirement pension and reimburse amounts to Retraite Québec. If you are in this situation, you can contact Retraite Québec or the FIQ's Social Security Sector for more information.

SUMMARY OF THE MAIN PROVISIONS DURING DISABILITY

	The first 104 weeks*	Between the 105 th and the 260 th week (5 years)	After 5 years
Benefits	Salary insurance benefits are paid by the employer	Long-term disability benefits are paid each month by the insurer for the entire period of disability, but not after age 65	
Collective agreement	For more information on certain articles of the collective agreement (annual vacation, leaves without pay, sick leave, temporary assignments and seniority), refer to the section on the “collective agreement”	After 3 years: loss of seniority and loss of the employment relationship, subject to the duty to accommodate	
Group Insurance	Waiver of premiums, for all your coverage**	<p>Until the end of the 3rd year: waiver for all coverage. However, if your employment relationship is maintained after this period, you will still benefit from the waiver of premiums for some coverage until it is terminated or, at the latest, after a maximum 48-month waiver of premiums period***</p> <p>After 3 years: waiver for the life insurance and long-term disability premiums for the entire period of disability, but not after age 65</p>	
Rehabilitation	Possible after agreement with the employer	May be offered by the insurer or, depending on the case, after agreement with the employer	
QPP	Eligibility for a disability pension possible based on the QPP criteria		
RREGOP	Years of service continue to accumulate for the purpose of the plan without paying contributions	<p>Until the end of the 3rd year: years of service continue to accumulate for the purpose of the plan without paying contributions</p> <p>After the 3rd year: years of service for the purpose of the plan no longer accumulate except if the employment relationship is maintained</p>	

* Excluding the waiting period stipulated in the collective agreement (clauses 23.17 and 23.32).

** Work accident: see “Employment Injury” section p. 29.

*** Waiver of premiums: see details on pages 20 and 21.

N.B: For further details, please refer to the explanations on the following pages.

The first 104 weeks of disability

During the first 104 weeks of disability, benefits are paid by the employer (Article 23, c.a.). Information regarding the main provisions are summarized hereafter.

DEFINITION OF DISABILITY

Disability refers to a state of incapacity resulting from tubal ligation, vasectomy or any other surgery related to family planning, an illness, an accident, a pregnancy complication, or the donation of an organ or bone marrow, which requires a medical follow-up and causes the employee to be totally incapable of performing the normal duties of her job or of any other analogous job with similar remuneration, offered by the employer. (clause 23.03 c.a.)

● Verification of the disability by the employer

Whatever the length of the absence, the employer can verify the reason for the absence and control the nature, as well as the length, of the disability. Thus, the employer can require a declaration from you or from your attending physician. He can also, if he deems it appropriate, have you examined. (clauses 23.23 and 23.24 c.a.)

● Medical arbitration

The collective agreement stipulates a procedure to settle certain disputes linked to disability in clause 23.27: the medical arbitration procedure. For more information, contact your local union team.

BENEFITS (clause 23.17 c.a.)

An employee is entitled to the payment of benefits equal to 80% of her salary beginning on the sixth (6th) workday, and this, for up to 104 weeks for all periods of disability during which she is absent from work. The salary is the salary rate in the applicable salary scale on the date when the payment of the benefits begins, including the supplements related to the job title and the additional remuneration for postgraduate training.

Note that the benefits are taxable and that from them will be deducted federal and provincial income taxes, the QPP contribution, the employment insurance contribution, the contribution to the QPIP and union dues, as applicable.

For employees other than those hired for a permanent full-time position, the amount of the benefits is calculated based on the time worked during the last 12 calendar weeks for which no sick leave, maternity leave, paternity leave, adoption leave, or annual vacation was authorized.

● **Adjustment of the benefits**

The calculation of benefits is adjusted according to the rate of increase of the salary scale, if any, on the dates stipulated in the collective agreement.

Moreover, if an echelon advancement was scheduled in the 6 months following the beginning of the disability, the amount of the benefits will be adjusted. However, an employee on disability can only benefit from one echelon advancement during the same period of disability.

- **Integration**

The amount of the salary insurance benefits is reduced by the amount of any disability allowance received from, in particular, the SAAQ, *Retraite Québec* or the CNESST (clause 23.19 c.a.).

The payment of the salary insurance benefits ends when the employee retires (clause 23.20 c.a.).

- **Claim for long-term disability benefits**

90 days before the end of your 2nd year of disability, the employer must notify the insurer of your disability. The latter will send you the claim forms for long-term disability insurance benefits. Once the forms are completed by you and your physician it is important that you return them to the insurer who will then contact your employer to obtain the medical file for your disability.

This will enable you to receive long-term disability insurance benefits beginning on the 105th week of disability, if applicable.

COLLECTIVE AGREEMENT

- **Leaves without pay (Art. 17)**

If a disability begins while on leave without pay, your disability is deemed to have started on the date for your scheduled return from your leave without pay.

If you don't continue to pay your long-term disability insurance premiums during your leave without pay and your disability extends beyond 104 weeks, you will not be eligible for the payment of long-term disability insurance benefits by the insurer.

- **Sick-leave days (clauses 23.29 and 23.30)**

The accumulation of sick-leave days is interrupted when you are on an authorized leave of more than thirty (30) days.

The balance of sick-leave days is paid by December 15 of the current year, at the latest.

- **Annual vacation (clause 23.29)**

Annual vacation days continue to accumulate during a continuous 12-month period of disability. Accumulation is interrupted beyond this period.

Consult your local union team for any question concerning the possibility of postponing your annual vacation when it falls during a period of disability.

- **Seniority (clause 12.08)**

Seniority continues to accumulate during the first 104 weeks.

REHABILITATION

Rehabilitation is important. Indeed, research by specialists in this field indicates that an early and well-planned intervention helps to prevent chronicity and ensures a successful return to work.

If you think a gradual return to work is possible, you should talk to your physician who can help you through this process.

As a matter of fact, the collective agreement contains clauses to this effect. It is stipulated in clause 23.17 that, beginning on the 8th week of disability, you can, upon the recommendation of the physician designated by the employer, or at his request and upon recommendation of your attending physician, benefit from one or several period(s) of rehabilitation. This rehabilitation period is possible with the agreement of the employer and

providing it enables you to perform all the duties related to the position that you held prior to the onset of your disability.

● **Temporary assignment**

Clause 23.17 of the collective agreement also stipulates that the employer can, upon recommendation of their designated physician or with the agreement of your attending physician, temporarily assign you to duties that respect your functional limitations. This assignment does not have the effect of interrupting your period of disability or of extending the period during which benefits are paid by the employer.

● **Duty to accommodate**

The duty to accommodate ensues from rights protected by the Charter of Human Rights and Freedoms. It is the responsibility not only of the employer, but also of the union and all of their members. It consists of taking reasonable measures to respond to the specific needs of individuals and groups. Thus, the concept of accommodation creates the obligation for the employer to consent to certain arrangements in order to allow a person to hold a job, in spite of the fact that she no longer meets the requirements or norms of her position. The employer must therefore come to an agreement with you and your local union team, unless this causes them undue hardship.

Although it is incumbent on the employer to propose accommodation solutions, courts also require the participation of the union and the employee. Thus, you have the obligation to accept an accommodation solution and to facilitate its implementation. You cannot demand the best solution. As an example, you cannot demand a day-shift position if only evening and night-shift positions which correspond to your limitations are available.

If your physician recommends that you return to work under certain conditions and your employer refuses, contact your local union team. Steps can be taken in order to resolve this situation.

Your local union team is there to advise you and represent you during all the discussions you will have with your employer.

GROUP INSURANCE

● Waiver of premiums

You are entitled to a waiver of premiums for your group insurance plan during the first 104 weeks of disability. You continue to benefit from the same coverage without having to pay the insurance premium. As long as you receive salary insurance benefits from your employer, you are eligible for the waiver of premiums for all coverage.

● Exception

The provisions regarding the waiver of premiums do not apply in the case of a temporary assignment if you receive the same salary as you did before the beginning of your disability.

QPP (see important info on page 5)

In order to be recognized as disabled by *Retraite Québec* under the Act respecting the Québec Pension Plan, you must no longer be able to perform any truly gainful work on a regular basis. However, the criteria are more flexible as of age 60; you may be considered disabled if you are no longer able to perform the job you had before your disability on a regular basis.

You must also have contributed enough to the Plan. You will find the information on the rules related to the evaluation of this criteria on the *Retraite Québec* website.

The employer can require that you apply for a disability pension from *Retraite Québec*. In this case, you should request it and, if you are eligible for such a pension, the salary insurance benefits paid by the employer will be reduced by an amount equivalent to the disability pension under the QPP (clause 23.19 c.a.)

When you receive a disability pension from the QPP, you no longer pay contributions to the Plan. At the age of 65, the disability pension ceases and *Retraite Québec* begins to pay your pension. This will be reduced by 6% to 7.2% for each year that you received a QPP disability pension between the age of 60 and 65, as if you had received the QPP pension during this period. The reduction applicable to the pension will range from 6% to 7.2% based on the amount of the pension paid. For more information, go to the *Retraite Québec* website or contact them by telephone.

RREGOP

The days and parts of days for which you receive salary insurance are credited, but you are not required to pay your contributions.

However, if you begin to receive your RREGOP pension during the first 104 weeks of disability, the salary insurance benefits paid by the employer will cease. Moreover, your waiver of premiums for the group insurance and your participation in the health insurance and dental care coverage will end.

Between the 105th and 260th week (5 years) of disability

If you are still on disability as of the 105th week, your benefits will be paid by the insurer rather than by your employer. However, your employment relationship is maintained until the 156th week of disability.

90 days before the end of your 2nd year of disability, the employer must notify the insurer of your disability. The latter will send you the claim forms for long-term disability insurance benefits. Once the forms are completed by your physician and yourself, it is important that you return them to the insurer who will then contact your employer to obtain the medical file for your disability.

Once your disability is recognized by the insurer, you will communicate directly with them for any information concerning your file.

If you have any questions, your local union team and the FIQ Social Security Sector are there to help you.

DEFINITION OF DISABILITY

Disability refers to a state of incapacity resulting from an illness, an accident, a complication of pregnancy, or any surgery related to family planning, which requires care or treatments delivered by a recognized professional who works in the field of health, or resulting from a stable health condition which, over the course of a period of 5 workdays and 260 weeks, causes **the participant to be totally incapable of performing the normal duties of her job or of any other analogous job** with similar compensation, offered by the employer.

In the case of an employee who is not a permanent full-time employee, the period of “5 workdays” is replaced with “7 calendar days beginning on the first day on which the employee is required to work or beginning on the first day following the first 12 weeks of disability, whichever comes first.”

● Verification of the disability by the insurer

Your physician’s report is essential to ascertain your disability. Moreover, the insurer can ask for medical reports, expert opinions or any other information related to your disability which they deem necessary to adequately evaluate your case.

BENEFITS

The benefits paid by the insurer are paid monthly, are non-taxable and calculated as follows:

Full-time employee: the insurer pays 100% of the net benefit* payable by the employer for the 104th week of salary insurance benefits under the collective agreement.

Part-time employee: the insurer pays the highest of the two following amounts:

- 100% of the net benefit received from the employer on the 104th week of benefits;
or
- 100% of the net benefit derived from 80% of the presumed annual salary of \$12,000.

In the case of an employee who works in more than one institution, the amount of the benefits is calculated on the basis of the total of the salaries earned in all the institutions covered by the FIQ contract.

* Federal and provincial income taxes, QPP contributions, employment insurance and QPIP contributions will be deducted from the salary insurance benefits.

● Indexation

If you have received benefits from the insurer for a minimum of 12 consecutive months, the amount of your benefits will be adjusted on January 1st of each year, according to the pension index published yearly by the QPP, subject to a maximum indexation of 5%.

● Integration

The amount of your disability insurance benefits is reduced by the disability benefits from other sources such as: SAAQ, CNESST, QPP, RREGOP, or any other retirement plan. In addition, any lump sum settlement reached with any of these bodies is integrated into the benefit payable by the insurer.

If you are eligible for the RREGOP pension without actuarial reduction and you have lost your employment relationship, the disability benefits paid by the insurer will be reduced by an amount equal to 60% of your pension.

The criteria of eligibility for a pension without actuarial reduction from RREGOP are:

- age 61,
or
- 35 years of service for purposes of eligibility,
or
- age 60 with factor 90 (age + service for eligibility).

Note that the insurer cannot require that you apply for your RREGOP pension if:

- you continue to accumulate years of service, which is the case as long as your employment relationship is maintained;
- you are eligible for a pension with actuarial reduction.

However, if you do apply for your pension, the latter will be coordinated with the disability benefits paid by the insurer.

COLLECTIVE AGREEMENT

● **Leaves without pay (Art. 17)**

If a disability occurs during a leave without pay, your disability is deemed to have started on the scheduled date for return from your leave without pay.

If the disability lasts longer than 104 weeks, the coverage must be in effect on the date of the onset of the disability during the leave without pay, to be eligible for long-term disability benefits. If you don't pay your insurance premiums during your leave without pay, you will not be entitled to long-term disability insurance benefits from the insurer.

● **Seniority (Art. 12)**

You do not accumulate seniority between the 105th and the 156th week of disability.

After the 156th week of absence (i.e. 3 years), you lose your seniority and your job if it is impossible to reassign you with your employer within a reasonable time period (see Duty to accommodate, page 19).

● **Sick-leave days and annual vacation (clause 23.29)**

These days of leave cease to accumulate after the 104th week of disability.

REHABILITATION

● Before the end of the 3rd year of disability

As soon as your physician confirms that you are medically fit to return to work or for rehabilitation, it is important to inform the insurer and to contact your local union team.

If this rehabilitation is aimed at enabling you to return to work, a prior agreement with your employer, your local union team, the insurer and yourself may be needed (see also the section on Rehabilitation, p. 35). The employer has the duty to accommodate. Your local union team will provide advice and represent you with the employer. Do not forget that it is always easier to return to your workplace than to change your career.

● After 3 years of disability

If your physician confirms that you are medically fit for rehabilitation, it is important to inform the insurer and, if need be, to contact the FIQ Social Security Sector.

Remember that after 5 years of disability, unless you are totally disabled for any type of gainful employment, the insurer will stop paying benefits. You may then find yourself in a precarious financial situation. A rehabilitation programme could spare you a lot of trouble. It is therefore important to start such a programme as soon as you are medically fit to do so. Knowing that it is sometimes difficult to return to work after having been away for several years, the insurer can help you prepare for rehabilitation.

However, it is important to remember that:

- the insurer does not have any contractual obligation to offer rehabilitation. It is a service offered to the participants on disability. Take advantage of it!

- statistics show it: the earlier a rehabilitation process begins, the greater the chances of success;
- participation in such a programme may not result in extending the period of eligibility for benefits.

● **Temporary assignment**

If your employer temporarily assigns you to other duties as stipulated in clause 23.17 of the collective agreement, remember that a temporary assignment does not interrupt the period of disability. Thus, a special agreement may be necessary in order to protect your rights. Contact your local union team before the loss of your employment relationship.

● **Duty to accommodate**

The duty to accommodate ensues from rights protected by the Charter of Human Rights and Freedoms and the responsibility is not only on the employer, but also on the union and all of their members. It consists of taking reasonable means to respond to the specific needs of individuals and groups. Thus, the concept of accommodation creates the obligation for the employer to consent to certain arrangements in order to allow a person to hold a job, in spite of the fact that she no longer meets the requirements or norms of her position. The employer must therefore come to an agreement with you and your local union team, unless this causes them undue hardship.

Even if the initiative to propose measures of accommodation falls on the employer, courts also require the participation of the union and the employee. Thus, you have the obligation to accept an accommodation solution and to facilitate its implementation. You cannot expect the best solution. As an example, you cannot demand a day-shift position if evening and night-shift positions which correspond to your limitations are available.

In certain cases, the duty to accommodate may extend past the loss of the employment relationship. If you, or your physician, plan a return to work in the weeks following the end of your employment relationship or if your physician recommends a return to work under certain conditions and your employer refuses, contact your local union team before the loss of your employment relationship. Steps may be taken in order to resolve this situation.

Your local union team is there to advise you and represent you during all the discussions with your employer.

GROUP INSURANCE

● Waiver of premiums

You will benefit from the group insurance waiver of premiums for all of your coverage until the 3rd year of disability.

After the 3rd year of disability, the waiver of premiums will be modified as follows:

- **If your employment relationship remains intact**, you will continue to benefit from the waiver of premiums for health insurance and dental care until it is terminated or, at the latest, after a maximum 48-month waiver of premiums period;
- **If your employment relationship ends**, you will no longer be eligible for the waiver of premiums for health insurance and dental care;
- **In any case**, the accidental death and dismemberment (ADD) coverage will end after 3 years of disability.
- However, you will continue to benefit from the waiver of premiums for the following coverage:

- **long-term disability:** the waiver of premiums and disability benefits cease at age 65;
- **life insurance:** the waiver of premiums ends when you reach 65 years of age. However, if the onset of your disability occurs when you are 62 years of age or older, the waiver can continue for a maximum of 3 years, but not beyond your 71st birthday.

If on the 208th week of disability you are gradually returning to work and if your employment relationship is extended by a special agreement, you can reintegrate the FIQ group insurance plan, providing you pay your premiums.

● **Exception**

The provisions regarding the waiver of premiums do not apply in the case of a temporary assignment if you receive the same salary as you did before the beginning of your disability.

INDIVIDUAL HEALTH INSURANCE PLAN FOR PERSONS ON DISABILITY OR RETIREES

At the end of your waiver period, your health insurance and dental care coverage come to an end. In order to have insurance coverage, you must do the following:

- **Drug insurance:** you must register with the RAMQ 30 days before the end of your waiver period if you are not eligible for a group insurance plan as a spouse, in order to benefit from the government's general drug insurance plan.
- **Extended health insurance:** the insurer will notify you that you can transfer to an individual health insurance plan called Perspective Healthcare Insurance. If you wish to enrol, you must send a written application to the insurer within 60 days following the end of your waiver period in order to benefit from your conversion right.

Regardless of your health status, the insurer must offer you an extended health insurance plan (not a group plan) without requesting a declaration of health. After the 60-day period, the insurer is no longer obliged to accept your request. It is therefore very important to respect this time limit.

- **Dental care insurance:** this coverage ceases at the end of the waiver period. However, it is offered to participants in the additional optional Perspective Healthcare Insurance plan.

QPP

To be considered disabled by *Retraite Québec* under the Act respecting the Québec Pension Plan, you must no longer be able to perform any truly gainful work on a regular basis. However, as of age 60, the criteria are more flexible; you can be considered disabled if you are no longer able to perform the job you had before your disability on a regular basis.

You must also have contributed enough to the Plan. You will find the information on the rules related to the evaluation of this criteria on the *Retraite Québec* website.

The insurer can require that you apply for a disability pension from *Retraite Québec*. In this case, you should apply for it and, if you are eligible for such a pension, the long-term disability benefits will be reduced by an amount equivalent to the disability pension paid by *Retraite Québec*.

When you receive a disability pension from QPP, you no longer pay contributions to the plan. At the age of 65, the disability pension ceases and *Retraite Québec* begins to pay your pension; it will be reduced by 6% to 7.2% for each year of the disability pension from QPP that you will have received between the age of 60 and 65, as if you had received the QPP pension during this period. The reduction applicable to the pension will range

between 6% and 7.2% based on the amount of the pension paid. For more information, go to the *Retraite Québec* website or contact them by telephone.

RREGOP

The days and parts of days for which you receive salary insurance benefits are credited, though you do not have to pay your contributions, until the 156th week of disability. After this period, if your employment relationship is terminated, the contribution waiver for your pension plan ceases and you no longer accumulate years of service.

If you are eligible for a pension **WITHOUT ACTUARIAL REDUCTION** and your employment relationship is about to end, you must apply to *Retraite Québec*. In fact, if you have delayed your application, *Retraite Québec* will pay the amount of your pension retroactively to the date of eligibility and this amount is subject to income tax the year you receive it.

Moreover, whether you ask for your pension or not, the disability benefit paid by the insurer will be reduced by an amount equal to 60% of your pension, in accordance with the integration clause stipulated in the insurance contract.

If you are eligible for a pension **WITH ACTUARIAL REDUCTION** and you apply for it, the disability benefits paid by the insurer are reduced in the same way.

Before applying for your pension, make sure that the information on your contribution statement provided by *Retraite Québec* is accurate. If you have any doubts or questions, it is important to ask that your file be checked in order to avoid unpleasant surprises when you receive your RREGOP pension. Contact *Retraite Québec*, your local union team or the FIQ Social Security Sector, if need be.

After 5 years of disability

As of the 6th year of disability, the definition of disability is modified. To continue to be eligible for disability benefits from the insurer, you must meet the definition in the contract. If the insurer evaluates that you can hold a job other than the one you held before your disability, based on the definition stipulated in the contract, they may stop paying benefits.

In this case, you can contact the FIQ Social Security Sector for information on your rights and the support which they can offer.

DEFINITION OF DISABILITY

According to the terms of the group insurance contract, you will continue to receive benefits after 5 years of disability only if your disability causes you to be totally incapable of exercising any gainful employment which you are reasonably capable of performing on the basis of your education, training and experience.

● Verification of the disability by the insurer

The reports from your attending physician and the specialists are essential in ascertaining your disability. Moreover, the insurer could request medical reports, expert opinions or any other information related to your disability which they deem necessary to evaluate your case.

BENEFITS

The monthly payment of your disability benefits, as established on the 105th week of disability, continues as long as you meet the definition of disability stipulated in the contract, but not beyond the age of 65. This benefit is not taxable.

● Indexation

If you received benefits from the insurer for a minimum of 12 consecutive months, the amount of your benefits will be indexed on January 1st of each year according to the pension index published yearly by *Retraite Québec*, subject to a maximum indexation of 5%.

● Integration

The amount of your disability insurance benefits is reduced by the amount of income from other sources such as: SAAQ, CNESST, QPP, RREGOP or any other retirement plan. In addition, any lump sum settlement reached with any of these bodies is integrated into the benefit payable by the insurer.

If you are eligible for the RREGOP pension without actuarial reduction and you have lost your employment relationship, you must apply for your pension. The disability benefits paid by the insurer will then be reduced by an amount equal to 60% of your pension.

The criteria of eligibility for a pension without actuarial reduction from RREGOP are:

- age 61,
or
- 35 years of service for purposes of eligibility,
or
- age 60 with factor 90 (age + service for eligibility).

Note that the insurer cannot require that you apply for your RREGOP pension if:

- you continue to accumulate years of service, and this as long as your employment relationship is maintained;
- you are eligible for your pension with actuarial reduction.

However, if you do apply for your pension, the latter will be coordinated with the disability benefits paid by the insurer.

REHABILITATION

As soon as the insurer evaluates that you no longer meet the definition of disability, they can stop the payment of the disability benefits. However, knowing that it is sometimes difficult to return to work after having been away for several years, the insurer can offer services for the purpose of rehabilitation.

The insurer does not have any contractual obligation to offer rehabilitation. They may, or may not, decide to offer this service based on the information contained in your file.

GROUP INSURANCE

● Waiver of premiums

You continue to benefit from the waiver for the following coverage:

- **Long-term disability:** the premium waiver and the disability benefits end at age 65;
- **Life insurance:** the premium waiver ends at age 65. However, if your disability began when you were 62 years of age or older, the waiver can continue for a maximum of 3 years, but not beyond your 71st birthday.

QPP (see important info on page 5)

To be considered disabled by *Retraite Québec* under the Act respecting the Québec Pension Plan, you must no longer be able to perform any truly gainful work on a regular basis. However, the criteria are more flexible at age 60; you can be considered disabled if you are no longer able to perform the job you had before your disability on a regular basis.

You must also have contributed enough to the Plan. You will find the information on the rules related to the evaluation of this criteria on the *Retraite Québec* website.

The insurer can require that you apply for a disability pension from *Retraite Québec*. In this case, you should apply for it and, if you are eligible for such a pension, the long-term disability benefits will be reduced by an amount equivalent to the disability pension paid under the QPP.

When you receive a disability pension from the QPP, you no longer pay contributions to the plan. At the age of 65, the disability pension ceases and *Retraite Québec* begins to pay your pension. It will be reduced by 6% to 7.2% for each year of disability pension from QPP that you will have received between the age of 60 and 65, as if you had received the QPP pension during this period. The reduction applicable to the pension will range from 6% to 7.2% based on the amount of the pension paid. For more information, go to the *Retraite Québec* website or contact them by telephone.

RREGOP

When your employment relationship is terminated, the waiver of contributions and the accumulation of years of service for your pension plan ceases.

If you are eligible for a pension **WITHOUT ACTUARIAL REDUCTION** and your employment relationship is about to end, you must apply for it at *Retraite Québec*. In fact, if you have delayed your application, *Retraite Québec* will pay the amount of your pension retroactively to the date of eligibility and this entire amount will be subject to income tax the year you receive it.

Moreover, whether you ask for your pension or not, the disability benefit paid by the insurer will be reduced by an amount equal to 60% of your pension, in accordance with the integration clause stipulated in the insurance contract.

If you are eligible for a pension **WITH ACTUARIAL REDUCTION** and you apply for it, the disability benefits paid by the insurer are reduced in the same way.

Before applying for your pension, make sure that the information on your contribution statement provided by *Retraite Québec* is accurate. If you have any doubts or questions, it is important to ask that your file be checked in order to avoid unpleasant surprises when you receive your RREGOP pension. Contact *Retraite Québec*, your local union team or the FIQ Social Security Sector, if need be. ■



DISABILITY DUE TO EMPLOYMENT INJURY

The information in this section refers to the Act respecting industrial accidents and occupational diseases.

An income replacement indemnity will be paid by your employer during the first 104 weeks of disability due to an employment injury, under clause 23.19 c) of the collective agreement.

Your income replacement indemnity will be paid directly by the CNESST beginning on the 105th week. This procedure will be carried out automatically without you having to make a new claim.

If you have questions concerning this section or if you disagree with a decision, contact your local union team. ■

BENEFITS

The income replacement indemnity for an employment injury is set at 90% of your net income, subject to the maximum annual insurable earnings stipulated in the AIAOD. If your gross annual employment income exceeds this maximum amount, you will be entitled to the difference paid by the employer under clause 23.19 c) of the collective agreement during the first 104 weeks of disability. These benefits will be reduced at the age of 65, according to the percentages stipulated in the AIAOD.

However, if you are still disabled according to the definition of disability stipulated in the collective agreement following the consolidation of your employment injury, you may be eligible for salary insurance benefits if the consolidation occurs before 104 weeks, or for the long-term disability benefits paid by the insurer if the consolidation occurs after 104 weeks.

As stipulated in Section 57 of the Act, these benefits will end on the first of the following dates:

- when you are deemed able to perform your work subject to Section 48 of the Act;
- the date of your death;
- at the age of 68 or 4 years after the date of your employment injury if it occurred when you were age 64 or older.

RIGHTS AND BENEFITS STIPULATED IN THE C. A. AND THE AIAOD

- **Sick-leave days and annual vacation
(clauses 23.29 and 23.30 c.a., Sec. 242 AIAOD)**

According to Section 242 of the AIAOD, the worker who returns to her job or an equivalent job is entitled to the salary and the fringe benefits at the same rate and conditions as those to which she would have been entitled to if she had continued to perform her work during her absence.

- **Seniority
(clauses 12.08 and 12.11 c.a., Sec. 235 AIAOD)**

You keep and accumulate your seniority during an absence related to an employment injury recognized under the AIAOD. Your employment relationship does not end automatically after the 36th month of absence because of this injury.

REHABILITATION

The presence of a permanent physical impairment and/or functional limitations resulting from your employment injury entitles you to rehabilitation. You will receive a lump-sum payment as compensation for a permanent physical or psychological impairment, according to a schedule established by regulation.

The CNESST rehabilitation agent will prepare and implement a personalized rehabilitation plan with your cooperation, taking into account your needs and may include physical, social and professional rehabilitation. The CNESST covers the cost of the most appropriate and most economical solution among those identified to reach the desired objective.

If your remaining capacities do not enable you to return to your usual duties but allow you to accomplish certain tasks, you will be registered on

the special team of your institution for the purpose of obtaining a suitable position, if one is available, set out in clauses 30.14 and 30.15 of the collective agreement.

To ensure that your rights are respected, don't hesitate to contact your local union team who can offer you the support you need in the various steps of the process.

GROUP INSURANCE

● Waiver of premiums

As long as you are entitled to an income replacement indemnity, you are eligible for the premium waiver for the group insurance coverage you had at the onset of your disability. However, the waiver cannot extend beyond:

- 3 years for accidental death and dismemberment (ADD) coverage;
- the day of your 65th birthday for long-term disability coverage;
- the day of your 71st birthday for the other coverages if your employment injury occurred when you were age 64 or older.

QPP

If you receive an income replacement indemnity which is not reduced, you are not eligible for a disability pension from the QPP.

However, if the CNESST pays a reduced income replacement indemnity or ceases completely to pay this indemnity, you may be eligible for a disability pension from the QPP, providing your disability is recognized by *Retraite*

Québec. In this case, you must meet the definition of disability in the Act respecting the Québec Pension Plan, namely:

- before the age of 60: you are no longer able to perform truly gainful work on a regular basis;
- as of age 60, the criteria are more flexible: you may be considered disabled if you are no longer able to perform the job you had before your disability on a regular basis.

You must also have contributed enough to the Plan. You will find the information on the rules related to the evaluation of the criteria on the *Retraite Québec* website.

When you receive a disability pension from QPP, you no longer pay contributions to the plan. At the age of 65, the disability pension ceases and *Retraite Québec* begins to pay your pension. It will be reduced by 6% to 7.2% for each year of the disability pension from QPP that you will have received between the age of 60 and 65, as if you had received the QPP pension during this period. The reduction applicable to the pension will range between 6% and 7.2% based on the amount of the pension paid. For more information, go to the *Retraite Québec* website or contact them by telephone.

RREGOP

As long as your employment relationship exists, the days and parts of days for which you receive an income replacement indemnity are credited, though you do not have to pay your contributions.

If you are eligible for a pension with or without actuarial reduction when your employment relationship ends, you can receive your RREGOP pension while continuing to receive your income replacement indemnity.

Remember if you are eligible for a pension **WITHOUT ACTUARIAL REDUCTION** and you delay in applying for it, *Retraite Québec* will pay the amount of your pension retroactively to the date of eligibility and this entire amount is subject to income tax the year you receive it.

Before applying for your pension, make sure that the information on your contribution statement provided by *Retraite Québec* is accurate. If you have any doubts or questions, it is important to ask that your file be checked to avoid unpleasant surprises when you receive your RREGOP pension. Contact *Retraite Québec*, your local union team or the FIQ Social Security Sector, if need be. ■

REHABILITATION



Rehabilitation is an individual process aimed at allowing a person who is a victim of an accident (work, automobile or other) or who suffers from a physical or mental disorder to reach an adequate level of functioning for returning to her job or a new job. ■

In order for a rehabilitation process to have a chance of being successful, the following conditions are needed:

- the person on disability must be willing to return to the labour market;
- there must be medical confirmation that the person is able to undertake the process;
- the employer must be ready to facilitate a return to work during the first 104 weeks of disability;
- the insurer must be ready to intervene after the 104th week of disability, with the employer's cooperation, if need be, as long as the employment relationship is still intact;
- the union must be ready to cooperate at all times.

DURING THE FIRST 104 WEEKS OF DISABILITY

During this period, the conditions for rehabilitation are those stipulated in the collective agreement (clause 23.17).

AFTER 104 WEEKS OF DISABILITY

If your physician recommends a rehabilitation process and you still have your employment relationship after 104 weeks of disability, you should discuss this with the insurer, the employer and your local union team. You could then benefit from the services of a firm specialized in rehabilitation if you meet certain criteria set by the insurer.

Firms specialized in rehabilitation generally proceed as follows:

- **Evaluation of the case**

This first step consists of evaluating whether the person could return to her job (physical limitations if any, description of the duties of her job, etc.).

- **Development of a rehabilitation programme**

If it is possible for the employee to return to her job, steps to be taken to facilitate return are established in cooperation with the various parties (attending physician, employer, insurer, union). This cooperation is necessary to structure the return to work.

If it is not possible for the employee to return to her job, steps can be taken towards a career reorientation if certain criteria established by the insurer are met.

- **Rehabilitation programme**

An intervention plan establishes objectives, ways of reaching these (studies or training) and the length of the rehabilitation programme. This plan is presented to the insurer for approval.

This process is voluntary. The chances of success will depend, among other things, on your degree of motivation. However, if at the end of the 5th year of disability, you are not considered to be totally disabled for all gainful employment, the insurer can stop your benefits.

If you still have an employment relationship, it is important to ask for the assistance of your local union team before accepting an agreement. You will thus avoid losing certain rights. ■

BRIEF OVERVIEW

Remember that it is incumbent on the employee to demonstrate her state of disability to the employer, the CNESST, the insurer, etc. However, the local union team and the FIQ Social Security Sector are there to help the employee in the process.

The employer can ask for an expert opinion. However, as set out in clause 23.24 of the collective agreement, this medical examination will be at the employer's expense.

If you disagree with the employer's decision, contact your local union team immediately who will help you and provide advice on the procedure to follow according to the collective agreement.

The insurer may request additional information in order to regularly assess the extent of your disability. It is important that you respond to the insurer's requests as quickly as possible, in order to avoid a temporary suspension of the benefits.

If the insurer decides to cease payment of benefits and you disagree with this decision, you may contest it and take the following steps:

- contact the insurer to find out the reasons motivating their decision;
- inform the insurer of your disagreement in writing, explaining your reasons and including a recent medical report. Ask that your case be reviewed and demand a written response;
- if the insurer upholds their decision, ask for a copy of your disability file. Then inform your local union team who will help you assess your situation and, if need be, will recommend the best procedure to follow in your case.

In cases of employment injuries, the CNESST may request medical reports or medical expert opinions to evaluate your inability to work. If you disagree with a CNESST decision, it is always possible to appeal it with the help of your local union team. Do not hesitate and act quickly because the time limits stipulated in the AIAOD for appealing decisions are sometimes short! ■

USEFUL TIPS

When you speak to a person about your case, always have the necessary information on hand: your social insurance number, file number, certificate number, etc. Note the person's name, the date of the telephone conversation and purpose of your call.

Always speak to the same people; it makes things easier.

It is important that you put together a complete file of all the written and verbal communications during your period of disability. This will make things easier if you need to contact your local union team.

Following a telephone conversation, it is important to request a written confirmation of your conversation or to send a letter to the person to whom you spoke confirming your conversation. If there is a verbal agreement on a decision, insist on having it confirmed in writing.

Always keep a copy of documents you send to someone (e.g. a form, medical report, etc.).

The choice of your attending physician is very important. Choose a physician with whom you have a good relationship, a high level of trust, one who is capable of helping you and who agrees to take certain steps, if necessary. Avoid choosing a physician who has a connection with the employer.

If you have problems with your employer or the insurer concerning your disability, contact your local union team. However, contact the FIQ Social Security Sector directly for problems which arise after three years of disability, when you no longer have an employment relationship, and for which no steps or recourses were undertaken by your local union team. ■

INFORMATION

PERSONAL RECORD

NAME:

DATE OF BIRTH:

GROUP INSURANCE NUMBER:

MEDICARE NUMBER:

GROUP INSURANCE NUMBER:

INSURANCE CERTIFICATE NUMBER:

LOCAL TEAM

Person contacted:

Position:

Address:

..... Tel.:

FIQ

Person contacted:

Position:

Address:

..... Tel.:

CNESST

Person contacted:

Position:

Address:

..... Tel.:

RETRAITE QUÉBEC - QPP

Person contacted:

Position:

Address:

..... Tel.:

EMPLOYER

Person contacted:

Position:

Address:

..... Tel.:

INSURER

Person contacted:

Position:

Address:

..... Tel.:

RETRAITE QUÉBEC - RREGOP

Person contacted:

Position:

Address:

..... Tel.:

OTHERS (SAAQ, etc.)

Person contacted:

Position:

Address:

..... Tel.:



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