



**FÉDÉRATION DU PERSONNEL DE SOUTIEN
DE L'ENSEIGNEMENT SUPÉRIEUR (CSQ)**

Application Guide for the college support staff collective agreement

CSST benefits vs. Employer benefits

Clause 7-14.33

A comparison of rights

between a work accident and the salary insurance plan

Warning:

This document is an attempt to simplify rights contained in the college support staff collective agreement (FPSES-CSQ/C-7) including provincial letters of agreements and the Act respecting industrial accidents and occupational diseases and the SSQ-CSQ group insurance plan.

The collective agreement, the Act respecting industrial accidents and occupational diseases and SSQ-CSQ group insurance contract remain the exclusive official texts.

In case of doubt, you must contact your Union.

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WHO IS ENTITLED TO EMPLOYER OR CSST BENEFITS?

BY VIRTUE OF THE COLLECTIVE AGREEMENT

The regular employee and the employee on probation who occupies a position are both covered by this clause of the collective agreement that deals with benefits paid in the event of a work accident or occupational illness. The regular employee who can be temporarily laid-off is also entitled to these benefits. (clauses 2-3.01, 2-3.02 and 2-3.03)

Occasional and replacement employees who have accumulated six months of service are entitled to benefits. If the person is without a contract, they are not entitled to Employer benefits, but they are entitled to benefits paid by the CSST. (clause 2-3.04)

Consequently, occasional and replacement employees who have accumulated less than six months of continuous service, as well as student employees, are not entitled to Employer benefits, but will receive benefits paid by the CSST.

(clauses 2-3.04 and 2-3.05)

BY VIRTUE OF COMMISSION DE LA SANTÉ ET DE LA SÉCURITÉ DU TRAVAIL (CSST)

Any person who works for an Employer is entitled to receive CSST benefits, whether they actually hold a position or are occasional, replacement or student employees.



WHAT ARE THESE BENEFITS?

BY VIRTUE OF THE COLLECTIVE AGREEMENT	BY VIRTUE OF THE ACT RESPECTING HEALTH AND SAFETY
<ul style="list-style-type: none"> • The employee receives from the Employer a benefit equal to 100 % of the net salary she was receiving on the date of the accident or at the start of the occupational disease. • An accident is considered to be a work accident only if the CSST acknowledges it as such, either immediately or as the result of an appeal • Once an appeal is filed, the Employer must wait for the ruling before he adjusts the benefits. • No pension plan contributions are required during this period, which means that the employee's net income is slightly higher than usual. • There is no reduction in sick-leave bank days during the waiting period. • The entitlement to 100% of salary continues only until consolidation occurs (recovery or stabilization of health). 	<ul style="list-style-type: none"> • The Employer pays 100% of the employee's salary for the day of the accident. • The Employer pays 90% of the employee's net salary for the first fourteen (14) days following the accident. The Employer will be reimbursed by the CSST. • Beginning on the fifteenth (15th) day following the accident, the employee will receive 90% of her net salary directly from the CSST.



A COMPARISON OF RIGHTS

Many members are reluctant to report a work accident and end up relying on our group insurance plan instead if they are required to be absent.

Members should remind themselves that for work accidents and occupational diseases the costs are defrayed by the CSST, which is funded by contributions paid by employers, whereas the costs of our group insurance plans are principally assumed by employees.

When an employee chooses to rely on our salary insurance plan rather than report a work accident, it makes it difficult to prove a recurrence, relapse or aggravation related to the initial unreported accident. This tendency to take a sick-leave for what are actually occupational injuries falsifies occupational disease and work accident statistics, which forces us to constantly have to prove that occupational risks exist in the education sector, just as in any other work sector.



SALARY

WORK ACCIDENT	INSURANCE PLANS
<p>INCOME REPLACEMENT BENEFITS</p> <ul style="list-style-type: none"> • For the actual day of the accident, the Employer pays 100% of the employee's net salary, just as if this person were at work; • In the days that follow, the Employer pays 100% of the employee's net salary just as if this person were at work, until such time as the CSST declares a permanent disability. (clause 7-14.33) <p>Note This benefit of 100% of net salary can still be paid after 24 months of absence. In no case shall the bank of sick-leave days for the waiting period be affected by this absence.</p>	<p>SALARY BENEFITS</p> <ul style="list-style-type: none"> • The first five (5) days of absence are considered to be the waiting period; they are deducted 100% from the employee's sick-leave bank or, if this bank is empty, these days are unpaid; • For the first year of disability, the employee receives 85 % of her gross salary; • For the second year of a disability, the employee receives 66 2/3 % of her gross salary; • After two years of disability, the person receives non-taxable SSQ salary insurance benefits equal to 80% of her net salary. <p>Note A part-time employee earning less than \$1200 in gross salary will receive this amount (\$1200) as long-term salary benefits.</p>

WORK ACCIDENT	INSURANCE PLANS
<p>HOW IS THE SALARY DETERMINED?</p> <p>Benefits are based on the salary the person would be receiving were he still at work.</p> <p>If the person's regular work schedule included overtime hours when the accident occurred, this supplemental income must be considered when determining benefits.</p> <p>For part-time employees:</p> <p>If a person holds a position consisting of three days of work per week, but is actually working more hours, benefits must be based on the actual hours being worked at time that the accident occurred (including occasional and overtime hours).</p>	<p>HOW IS THE SALARY DETERMINED?</p> <p>Benefits are based on the salary the employee would be receiving were he still at work.</p> <p>For part-time employees:</p> <p>The amount is reduced in proportion to the hours worked during the preceding month in relation to the amount of benefits payable on a full-time basis.</p> <p>(clause 7-14.30 2nd paragraph)</p>



THE RIGHT TO RETURN TO WORK

WORK ACCIDENT	INSURANCE PLANS
<p>The right to return to work lasts at least two years (clause 7-14.33b) or until the CSST acknowledges a permanent disability.</p> <p>After this, if an employee is determined to be permanently disabled, the following clauses of the collective agreement could be applied:</p> <ul style="list-style-type: none"> • Handicapped employee; (clause 7-13.01) • Terminating an outside contract in order to reintegrate a handicapped person. (clause 2-4.02) 	<p>The position is protected for at least two years.</p> <p>After this, if an employee is determined to be permanently disabled, the following clauses of the collective agreement could be applied:</p> <ul style="list-style-type: none"> • Handicapped employee; (clause 7-13.01) • Terminating an outside contract in order to reintegrate a handicapped person. (clause 2-4.02)



SENIORITY

WORK ACCIDENT	INSURANCE PLANS
<p>Seniority continues to accumulate during any absence acknowledged by the CSST to be due to a work accident or occupational disease. (clause 5-3.04 a)</p> <p>Seniority continues to accumulate even after an absence of more than two years if the absence is acknowledged by the CSST to be due to a work accident or occupational disease</p>	<p>Seniority continues to accumulate for the first two years of a disability absence. (clause 5-3.04 e)</p> <p>After two years, seniority ceases to accumulate but remains to the employee's credit (clause 5-3.05 d)</p>



VACATION

WORK ACCIDENT	INSURANCE PLANS
<p>The number of vacation days is never reduced as the result of an absence due to a work accident or occupational disease. (clause 7-6.11)</p>	<p>Vacation allotment is not reduced as the result of one or more periods of illness which do not exceed 120 working days per year of reference (the year of reference being between June 1 and May 31 of year during which the absences occurred).</p> <p>Vacation allotment is reduced when the employee is absent for more than 120 days in the year of reference. (clause 7-6.11)</p>



SICK-LEAVE

WORK ACCIDENT	INSURANCE PLANS
<p>The number of sick-leave days credited to an employee is reduced in proportion to the number of complete months of active service. (clause 7-14.41)</p>	<p>The number of sick-leave days credited to an employee is reduced in proportion to the number of complete months of active service. (clause 7-14.41)</p>



EVENING AND NIGHT PREMIUMS, SPLIT SHIFT

WORK ACCIDENT	INSURANCE PLANS
<p>Clause 7-14.33 states that the College shall pay the employee who is a victim of a work accident a benefit equal to 100% of the net salary he was receiving on the date of the accident or at the start of an occupational disease.</p> <p>The employee is also entitled to payment of any evening or night premiums he was receiving for each day of absence due to a work accident.</p> <p>(Arbitration sentence 2666 Cégep support staff)</p> <p>Note : The right to receive a split-shift premium has not been the subject of a grievance, but the same interpretation should apply.</p>	<p>The College is not obliged to pay evening or night premiums when an employee is on disability leave.</p> <p>(Arbitration sentence 2666 Cégep support staff)</p> <p>Note : The right to receive a split-shift premium has not been the subject of a grievance, but the same interpretation should apply.</p>

JOB SECURITY

WORK ACCIDENT	INSURANCE PLANS
<p>Absences during which an employee is receiving CSST benefits are not considered authorized absences with pay and do not count as part of the two years needed to acquire job security.</p> <p>(clause 5-6.02)</p>	<p>Absences during which an employee is receiving salary insurance benefits are not considered authorized absences with pay and do not count as part of the two years needed to acquire job security.</p> <p>(clause 5-6.02)</p>

RIGHT TO A PERIOD OF REHABILITATION

WORK ACCIDENT	INSURANCE PLANS
<p>This right exists for the victim of an occupational injury.</p> <p>It covers such things as:</p> <p>Physical rehabilitation:</p> <ul style="list-style-type: none"> • physiotherapy treatment; • ergotherapy treatment; • exercises for adapting to a prosthesis or orthosis, etc. • home care (provided by a nurse or nurse's aide, etc.). <p>Social rehabilitation:</p> <ul style="list-style-type: none"> • professional services of a psychologist or social worker; • adaptation of a home or vehicle to the victim's new condition; • reimbursement of childcare expenses; • payment of the cost of personal home care (maximum of \$800 per month). <p>Vocational rehabilitation: (to enable the victim to be reinstated in an equivalent job)</p> <ul style="list-style-type: none"> • retraining programs; • vocational evaluation services; • vocational training programs; • aid in seeking employment; • payment of a subsidy to an employer willing to hire a victim of an industrial accident; • adaptation of a work station; • payment of expenses incurred in looking for work or moving to accept a new job 	<p>In the SSQ-CSQ group insurance plans, rehabilitation is essentially of a professional nature.</p> <p>The CSQ person responsible for insurance must negotiate with the SSQ to agree on a program of rehabilitation and the terms of application.</p>



OTHER BENEFITS

WORK ACCIDENT	INSURANCE PLANS
<p>The right to medical assistance</p> <ul style="list-style-type: none"> • 100 % of the cost of medications and other pharmaceutical products which have been prescribed; • 100 % of the cost of hospital care; • 100 % of the cost of chiropractic services; • 100 % of the cost of acupuncture services; • 100 % of the cost of physiotherapy treatments; • 100% of the cost of psychotherapy; 	<p>The right to medical assistance</p> <p>SSQ group insurance plans Compulsory plan unless the person is exempt or exonerated.</p> <ul style="list-style-type: none"> • 80 % of the cost of medications in all three optional plans with an annual deductible of \$50 for plan 1; • plan 1: no reimbursement plans 2 and 3: 100 % of the cost of a semi-private room • plan 1: no reimbursement plans 2 and 3: 80 % of the costs with an annual maximum depending on the plan • plan 1: no reimbursement plans 2 and 3: 80 % of the costs with an annual maximum depending on the plan • plan 1: no reimbursement plans 2 and 3: 80 % of the costs with an annual maximum depending on the plan • plan 1: no reimbursement plans 2 and 3: 50 % of the costs with an annual maximum depending on the plan
<p>Orthosis or prosthesis</p> <p>Fabrication after an accident: the actual cost.</p> <p>When broken or damaged as the result of an incident at work: the actual cost.</p>	<p>Orthosis or prosthesis</p> <ul style="list-style-type: none"> • plan 1: no reimbursement • plans 2 and 3: 80% of the costs with an annual maximum
<p>Apparel</p> <p>The cost of replacing or cleaning apparel damaged as the result of a work accident.</p>	<p>Apparel</p> <p>No reimbursement.</p>

WORK ACCIDENT	INSURANCE PLANS
<p>Indemnities for bodily injuries</p> <p>Financial compensation is awarded to the employee who suffers permanent physical or mental impairment</p> <p>The amount of this indemnity depends on the age of the victim, the injury suffered and the degree of impairment.</p>	<p>Indemnities for bodily injuries</p> <p>Compensation is awarded in cases of accidental mutilation only.</p>
<p>Compensation in the case of death</p> <p>A lump sum payment based on the income of the deceased person and the age of the spouse, including a spouse of the same sex. This lump sum cannot be less than \$82 513.</p> <p>In addition to this lump sum :</p> <ul style="list-style-type: none"> • the spouse of the deceased person is entitled to a temporary indemnity which varies depending on age (between 1 and 3 years), and which is equal to 55% of income replacement indemnity of the deceased person. • Dependant children of the deceased person are also entitled to an indemnity until they reach the age of 18 or until the age of 25 as long as they are attending an educational institution full time. Disabled children also receive an indemnity until the age of 25. • Funeral expenses up to a maximum of \$2,475. 	<p>Compensation in the case of death</p> <p>The collective agreement:</p> <ul style="list-style-type: none"> • \$6,400 for a full-time employee; • \$3,200 for a part-time employee who works less than 75 % of the time. <p>The SSQ group insurance plans also offer optional life insurance for the employee, the employee's spouse and the employee's dependent children.</p>

