

# Professors of the regular sector or who have a full-time or part-time contract in the Continuing Education sector

Article 5-5.00 of the collective agreement contains several provisions explaining the procedures to follow in the event of a disability resulting from an illness, an accident, a complication during pregnancy or the interruption of a pregnancy prior to the 20<sup>th</sup> week, an organ or bone marrow donation, hospitalization, or an operation related to family planning. They include:

- A sick leave bank for short term disabilities;
- Salary insurance for medium term disabilities;
- Long-term disability insurance for disabilities of over 104 weeks.

This guide provides an overview of the rules on disability. It does not cover accidents at work. For more detailed information on certain situations, please contact your local union.

**Only official documents (the collective agreement and other labour laws) constitute sources of law. If there are any discrepancies between this guide and the official documents, the latter shall take precedence.**

The information in this guide is the result of the current interpretation of the collective agreement. However, certain agreements between local parties could alter the scope of this information. In such cases, the agreements prevail.

## YOUR RIGHTS

- The right to confidentiality;
- The right to consult your physician;
- In the event of a conflict of opinion between your physician and that of your employer, the right to arbitration by a third physician;
- The right to keep your job during your disability;
- The right to rehabilitation (gradual return to work);
- The right to accommodation.

## YOUR OBLIGATIONS

- If you need to take a leave of absence due to a disability, you must inform your college's human resources department as soon as possible.
- You must submit a medical certificate at the request of your college.
- You must also see the college's physician at the request of your college.

## MEDICAL CERTIFICATE (5-5.31)

Article 5-5.31 stipulates that the College can, at any time, require a professor to provide a medical certificate. However, if the professor is absent for less than 4 days, the employer must cover the cost of obtaining the certificate. Case law specifies that the employer cannot abuse this right, such as in cases of very short leaves of absence. Furthermore, the College cannot request a medical certificate that confirms the existence of the illness retroactively.

The certificate must contain:

- A clear, precise diagnosis specifying the nature of the illness. A list of symptoms is not enough.
- The expected date of return to work, unless a new medical certificate is obtained in cases where the disability is likely to continue.

**NB:** The College sometimes asks for the treatment to be included in the medical certificate; this is not required by the collective agreement. The College often demands a *Rapport médical d'invalidité* (RMI or a Disability Medical Report), especially when the disability is prolonged. You will have to pay for the RMI, and it may contain sensitive information. Although this is common practice, it is an invasion of your privacy. Ask your College which sections in the report must absolutely be filled out and contact your union if necessary.

## THE COLLEGE'S PHYSICIAN (5-5.31)

During your leave of absence, the College may require you to undergo an examination by its physician. If so, the College must cover the costs of the examination and travel expenses when the professor has to travel more than 45 km from their workplace for the exam.

- This physician is not there to treat you, but rather to assess whether your disability can or should be contested.
- Arrive on time. Answer questions clearly and concisely. While it is normal to feel nervous, resist the urge to say more than is necessary.

What do you do if this physician's diagnosis disagrees with that of your doctor?

- Contact your union as soon as possible.
- The conclusions of the College's physician can be contested. The first two physicians will be asked to agree on the choice of a third physician, whose decision is final.

As explained above, the College has to cover the costs of the examination and travel expenses when the professor has to travel more than 45 km from their workplace to undergo the exam.

## PAY (SALARY INSURANCE) (5-5.22)

During a period of disability, your pay is determined by the amount of time elapsed since the period began.

1. For the first 5 days of leave (or less, if you have less than 5 days in your sick leave bank), you will receive 100% of your salary, and the days of absence taken will be deducted from your sick leave bank.
2. After that, for a maximum of 52 weeks since the start of the period of disability, you will receive 85% of your salary.
3. Then, for a maximum of an additional 52 weeks, you will receive 66.6% of your salary.
4. At the end of these 104 weeks, you can use your remaining days of sick leave.
5. Finally, after taking all the leaves mentioned above and having passed the required medical exams, you may be entitled to benefits from the long-term salary insurance plan that you have been obliged to join since you were hired (Beneval). The amount of the pension will be calculated as follows:
  - a. 65% of the first \$20 000 of your gross annual salary;
  - b. 50% of the next \$20 000;
  - c. 45% of the remaining amount.

If you are totally incapable of working, this pension will be available to you until your 65<sup>th</sup> birthday.

- People who are returning to work gradually or in rehabilitation are considered to be still on total disability leave. In these cases, the disability-related portion of their salary is calculated according to the formula above, and the work-related portion is paid at the normal salary rate.
- The period of disability includes statutory holidays and vacation time.
- If a strike or lock-out occurs during the period of disability, it will not result in the interruption of salary insurance benefits.

### **Combination with other sources of income**

If your disability is covered by the SAAQ, CNESST, CAVAC, or others, the amount you receive from this entity will be deducted from the amount you receive from the College's insurer (5-5.25 and 5-5.26). You can consult the collective agreement to find out more about the impact of these benefits on payroll deductions. The same procedure is followed when you receive a retirement pension, the QQP disability pension, income from another job, or QPIP benefits.

## **Contributions to the retirement plan (RREGOP) and insurance plans (5-5.24)**

Except for the first 5 days of leave and for a maximum of 3 years of disability, you shall be exempt from paying RREGOP contributions. Even though you will not pay these contributions, you accumulate the same rights as if you were working<sup>1</sup>.

People on disability leave must pay their insurance premiums until the end of the first 52 weeks of disability. After that, they are exempt.<sup>2</sup>

## **VACATION AND TRAVEL DURING DISABILITY (8-2.02)**

The summer period for regular sector is necessarily a vacation period. Vacations are paid according to the following rules: If the disability period has started less than 12 months prior, vacations are paid based on the usual salary. If the disability period has started more than 12 months prior, vacations are paid according to the following equation: 20% of the salary received + 20% of all disability benefits and salary insurance received during the school year. These vacation payments can be made in equal installments or paid as a full-time salary followed by an unpaid period. For example, if you are entitled to 70% of the vacation pay, you could receive 70% of the salary throughout the summer or receive 100% of the salary for 70% of the summer. It is important to inquire with your college about this.

It is possible to travel during a disability period, but several conditions must be met. Your college must be informed of your travel plans in advance. The college may require you to provide proof that the trip does not interfere with your treatments. Your doctor may also need to provide a favorable opinion. The college can refuse if it had planned for you to meet a second or third doctor during your trip.

1 For more information on the impact of your disability on your retirement plan, consult the *Retraite Québec* website: [https://www.carra.gouv.qc.ca/ang/e-vie/evenement\\_3/invalidite\\_31.htm](https://www.carra.gouv.qc.ca/ang/e-vie/evenement_3/invalidite_31.htm).

2 For more information, consult section 1.8 on the waiver of premiums in the CSQ's collective insurance guide: <https://securitesociale.lacsq.org/assurance/>.

## **RETURN TO WORK**

Normally, your physician determines the date of your return to work, but if you were on disability leave for a long time, or for its own reasons, the College can require you to undergo a medical examination before your return in order to establish whether or not you have recovered sufficiently. You are obliged to go.

The College covers the costs of this exam, as well as travel expenses if the professor has to travel more than 45 km from their workplace to undergo examination.

### **Gradual return or rehabilitation (5-5.03)**

During rehabilitation, a professor can return to work to assume a partial teaching load for a given period, provided they have a medical certificate and an agreement with the College.

### **Accommodation**

If you are able to work, but not do your usual job, the College must try to accommodate you by giving you tasks you can perform. It is not, however, obligated to find a solution.<sup>3</sup>

## **RELAPSE (5-5.04)**

In the case of a relapse with the same illness, the period of disability will be deemed to continue if your situation meets one of the following conditions:

- You have been absent less than 3 months and have worked full-time or been on availability for full-time work for less than 8 working days;

OR

- You have been absent more than 3 months and have worked full-time or been on availability for part-time work for less than 32 working days.

## **NEW DISABILITY (5-5.04)**

If your situation does not match one of the situations above, your disability will be treated as a new one.

During a disability or during the 8 days (or 32 days) mentioned in the section above, if a new disability appears and its cause is not related to that of the ongoing disability, the College will treat it as a new one.

3 For more details, consult the CNESST website: <https://www.cnesst.gouv.qc.ca/fr/prevention-securete/milieu-travail-sain/retour-travail/obligation-daccommodement>.

## SICK LEAVE BANKS (5-5.33)

During the first 5 days of disability, your salary is covered by your sick leave bank, provided it contains enough days. If not, these days will be at your own expense.

- Bank 1: 6 days are credited to your sick leave bank at the time of hiring + 7 days credited on September 1<sup>st</sup> every year (if you teach part-time, these 7 days are calculated in proportion to your teaching load).
- Bank 2: on June 30<sup>th</sup>, the balance of days in bank 1 shall be transferred to bank 2 provided that the balance in bank 2 is less than or equal to 13 days.

On June 30<sup>th</sup>, the total amount of sick leave in the two banks cannot exceed 20 days. These days cannot be converted into cash. If a professor has not been available for the amount of time stipulated in their contract for part of the year, their 7 days of annual sick leave will be reduced in proportion to the number of days they were actually available (5-5.34). For example, if a disability occurs during the year, the College may reduce the total number of days credited to the professor in question.

Days of sick leave will be deducted first from bank 1, then from bank 2.

## SENIORITY, EXPERIENCE, TEACHING LOAD OFFERS, AND OBTAINING TENURE (5-2.09, 5-3.04, 5-4.16, 5-5.38, AND 6-2.01)

Experience accumulate for up to 104 weeks of disability.

Professors accumulate seniority for up to 104 weeks while on disability leave. After that, they stop accumulating but they retain the seniority they will have accumulated up until then.

If you are a non-tenured professor, when distributing teaching loads, the College must offer you the teaching loads that you are entitled to based on your hiring priority, as well as substitution teaching loads during the semester. The load(s) will be reserved for you until you are able to go back to work.

A leave of 3 months or less does not affect the process of obtaining tenure. If the leave is for more than 3 months, you will retain the time taught before the leave as credit towards tenure.

Despite this, obtaining tenure is not delayed if you have already worked one full year or two consecutive years with a workload of at least 0.5 FTE per year.

## FOR HOURLY PAID PROFESSORS

In the event of disability, **hourly paid** professors are not eligible for salary insurance or the long-term disability leave provided for in article 5-5.00. However, under the *Act respecting labour standards*, **hourly paid** professors are entitled to two days of sick leave per year once they have provided three months of uninterrupted service to their employer. According to article 62 of the law, the employer must pay the professor for these 2 days of leave of absence as follows:

*«[...] For each statutory general holiday, the employer must pay the employee an indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday, excluding overtime. »*

In the event of disability, an hourly paid professor may assert their job priority for a teaching load, and the load shall be reserved for them until they are able to go back to work (5-4.16 b)).

