



Policy, Regulations and Procedures  
Effective April 1, 2018

April 2018-March 2019

## **MOHAWK SELF INSURANCE PROGRAM**

### Mission Statement

Mohawk Self Insurance program is here to ensure a safe and healthy work environment for employers and employees working on Mohawk Territory by providing financial and social benefits.

### Introduction

Mohawk Self Insurance is very unique and is the only known workers compensation program available on any First Nations in Canada. The purpose of MSI is to provide a better quality of life for the employees, both Native and Non-Native by ensuring that all entrepreneurs have proper workers compensation coverage for their workers in the event of an on the job injury/accident/death.

## **1. MOHAWK SELF INSURANCE ELIGIBILITY**

- 1.1. All Native Kahnawà:ke workers are covered under this program. All non-native workers in Kahnawà:ke are covered under CNESST. All premiums and reporting is done through MSI.
  - 1.1.1. All companies, Businesses, organizations in Kahnawà:ke must register with MSI, please contact the MSI office. There is a \$100 deposit upon registration.
- 1.2. In special circumstances, Mohawk Self Insurance coverage is extended off the territory of Kahnawà:ke (e.g. Executive Directors Committee organization that travel to training, seminars, conferences, meetings). Under no circumstances does Mohawk Self Insurance provide coverage for private contractors for any prolonged work outside the Territory, and special permission is required from Mohawk Self Insurance prior to any off Territory work for any organizations.
- 1.3. Non-local contractors performing works in the territory of Kahnawà:ke are to provide "Attestation du Conformité" from CNESST. Local Kahnawà:ke contractors providing services to MCK and or EDC organizations must be listed at the Kahnawà:ke Labor Office (KLO) as a recognized Business and provide to the owners and project manager proof of Mohawk Self Insurance.

## **2. WHAT IS COVERED**

- 2.1. All personal injuries 'arising out of' or 'in the course of' employment is covered under the program. As well, the program covers occupational illness/disease, meaning, an illness/disease contracted out of or in the course of work and characteristics of that work or directly related to the risks peculiar to that work, provided that the worker can demonstrate a relationship between the illness and the work, or the risk of the work.

## **3. PROGRAM FRAMEWORK: MOHAWK SELF INSURANCE HAS 4 (four) MAJOR COMPONENTS:**

- 3.1. **Program administration:** providing funding for services through assessments:
- 3.2. **Rehabilitation & Compensation:** compensating workers who suffer a work related injury, providing medical assistance and rehabilitation for workers who suffer permanent physical and mental impairment. Offer job modifications, re-training, new job opportunities.
- 3.3. **Safe Maternity Experience Program**
- 3.4. **Prevention:** by promoting occupational Safety and Health, assisting workers and employers to create a health risk free work environment and inspecting worksites; this service is provided by the Kahnawà:ke Occupational safety and health office located at Kahnawà:ke Labor Office.

## **4. EXCLUSIONS (MOHAWK SELF INSURANCE WILL NOT PAY BENEFITS)**

- 4.1. Payment will not be paid under this program, for expenses or charges incurred for any of the following:
  - 4.1.1. Any portion of the charge of services in excess of the reasonable and customary charge for an accidental bodily injury or occupational illness/disease of the same nature and severity in the locality where the service is provided.  
An accidental bodily injury or an occupational illness/disease due to or resulting from;
    - 4.1.1.1. The hostile action of any armed forces;
    - 4.1.2. Participation in a riot or civil commotion, or in the commission or attempted commission of a criminal offence;
    - 4.1.3. Bodily injury sustained while performing an act or thing pertaining to any occupation or employment for wage or profit, other than for the employer;
    - 4.1.4. Bodily injury resulting from suicide attempt while sane or insane or;
    - 4.1.5. Bodily injury resulting from negligent or reckless action by neglecting to follow safety rules or neglecting to use the proper safety equipment.
    - 4.1.6. Bodily injury sustained while under the influence of illicit drugs and or alcohol

## **5. TERMS**

### **5.1. Commencement of Coverage**

- 5.1.1. A worker other than a self-employed worker is covered, the day he/she starts work for the employer.
- 5.1.2. A self-employed persons are only covered if a premium has been paid to Mohawk Self Insurance

### **5.2. Individual Termination for a worker (Self Employed):**

A worker will cease to be covered on the earliest of the following dates:

- 5.2.1. The date of termination employment and by notification to MSI
- 5.2.2. On the 68<sup>TH</sup> birthday of the worker
- 5.2.3. The date of termination of the program

### **5.3. Fines, Penalties and Premium Rate Increases**

- 5.3.1. The safety and Health Inspector has the authority to impose fines, and recommend to the Director of the Kahnawà:ke Labor Office, to raise an employer's premiums if the inspector finds that the safety regulations are not followed and or are continually in non-conformity. The fine and /or premium increase will be determined by the safety and Health Inspector and will remain in effect for three months and/or until the necessary corrections are made, if the employer does not comply with the inspector's request within the specified time. The incident will be recorded and may affect the next year's assessment and premiums.

### **5.4. Administrative Penalties**

- 5.4.1. Interest charges of 1.5% per month will be instituted for late accounts, commencing the day after the due date specified on the premium letter.

### **5.5. Minimum Policy Requirement (Volunteers)**

- 5.5.1. Effective May 1, 2018 the minimum wage rate is \$12.00 per hour or \$480.00 per week based on 40 hour work week.
- 5.5.2. All volunteers must be identified in writing and submitted to the MSI office, with the location of activities, the work involved and the time that coverage is requested for.
- 5.5.3. Volunteers do not retain the right to return to work after an injury.

### **5.6. Premium Payments**

- 5.6.1. Main contact person of your company/business/organization must submit a monthly timesheet/invoice. On the first (1<sup>st</sup>) of the month for the previous months work.
- 5.6.2. Payment options; Monthly, bi-annually, annually.
- 5.6.3. **REMOVED Feb 2017**
- 5.6.4. **REMOVED Feb 2017**
- 5.6.5. All cheques are made payable to; Mohawk Council of Kahnawà:ke
- 5.6.6. All payments must be received by the last day of the month to the Mohawk Council of Kahnawà:ke main cashier/clerk located at the main MCK building. You must have your invoice attached to the payment.
- 5.6.7. Premium payments are the sole responsibility of the employer, no deduction is to be taken from the worker's wages.

### **5.7. Data**

- 5.7.1. The employer shall furnish such information as Mohawk Self Insurance may require concerning the workers to be covered in order to calculate the premiums and to carry out the terms of the program. Mohawk Self Insurance will have the right to inspect as often as it may reasonably require all pertinent records of any participating employer.
- 5.7.2. Employer under report salary amounts or not reporting workers is an offense under the terms and conditions of the MSI policy and punishable by an increase in premiums.

### **5.8. Clerical or Mechanical Errors**

- 5.8.1. Neither clerical nor mechanical errors by the employer or Mohawk Self Insurance will: Place in force any coverage, which would not, but for such error, be in force.
- 5.8.2. If a clerical or mechanical error results in a person being incorrectly classified under the program, then such person will be classified according to the true facts. Credits or changes will me made accordingly.

### **5.9. Coordination of Benefits**

- 5.9.1. No claimant can collect from other programs at the same time, if through an investigation (which is procedure) the claimant is found to collecting from multiple sources and not disclosing this information, Mohawk Self Insurance may immediately suspend or terminate and all benefits and has the option of proceeding with collecting any and all benefits claimed under false circumstances.

- 5.9.2. Any necessary, reasonable and customary item of expense will be considered an allowable expense. If any part of it is covered under one or more of the Programs covering the person for whom the claim is made. If a program provides benefits in the form of services rather than cash payments, the reasonable and customary value of each service rendered will be both an allowable expenses and benefit paid.
- 5.9.3. When a claim is made and Mohawk Self Insurance pays first. Mohawk Self Insurance will determine its benefits as though this provision did not exist.

#### **5.10. Right to Receive and Release Necessary Information**

- 5.10.1. Mohawk Self Insurance has no obligation to pay any claim unless Mohawk Self Insurance has first been provided with all the information and signed documentation Mohawk Self Insurance requires to fully assess and process the claim. Any worker claiming benefits under this program will furnish to Mohawk Self Insurance such information as may be necessary to implement this provision.

#### **5.11. Right to Recovery**

- 5.11.1. Mohawk Self Insurance has the right to recovery from any other insurance company, person or organization any payments made with respect to allowable expenses in excess of the maximum amount determined to be payable in accordance with this provision.

#### **5.12. Subrogation**

- 5.12.1. Mohawk Self Insurance reserves the right to bring action to recovery any benefit paid to covered worker resulting from an accident caused by a third-party. The beneficiary accepts to transfer all his/her rights to recovery and authorize Mohawk Self Insurance to enforce such rights in his/her name.

#### **5.13. Workers' Rights and Obligations**

- 5.13.1. Workers are required to follow the established safety regulations and report unsafe working conditions to their employers.
- 5.13.2. All injured workers are responsible to make arrangements with their employers for the continuation of their benefits, Private Pension, Group Insurance Plan for example.
- 5.13.3. It is the WORKERS responsibility to keep his/her employer informed at all times on their status, when the projected return to work date will be and/if they will be off work longer.
- 5.13.4. It is the workers responsibility to ensure that all documents are signed and submitted in a timely manner to the Mohawk Self Insurance Claims Officer.
- 5.13.5. Workers are required to read and sign for MSI-5

#### **5.14. Managing your Disability rights and obligations**

- 5.14.1. Report occupational accidents/injuries promptly to their employer and complete the necessary reporting forms.
- 5.14.2. Provide the Mohawk Self Insurance Program administrators with all necessary medical documentation.
- 5.14.3. Take the necessary measures required for rehabilitation and obtain all necessary medical aid.
- 5.14.4. Follow the treatments prescribed

#### **5.15. Returning to Work**

- 5.15.1. Participate in the return to work process.
- 5.15.2. Participate in the return to work team meetings.
- 5.15.3. Participate in identifying return to work options.
- 5.15.4. Provide all necessary information required for the return to work program.

#### **5.16. CO-workers**

- 5.16.1. Co-Workers are expected to demonstrate understanding and respect, as well as collaborate in a workers disability management and return to work, They are responsible for:
  - 5.16.2. Becoming familiar with the Mohawk Self Insurance Program
  - 5.16.3. Supporting colleagues returning to work.
  - 5.16.4. Respecting the confidentiality of colleagues.

#### **5.17. Workers' rights.**

- 5.17.1. A worker has the right to choose his/her own physician and the healthcare establishment where he/she will receive medical care. Excluding Private pay for services clinics unless pre Authorized by Mohawk Self Insurance. The worker may also decide to change health care provider if considered necessary.
- 5.17.2. The Physician/health care provider plays a significant role since it is he/she who decides the following:
- 5.17.3. Issues the diagnosis, recommends the appropriate treatments and determines when the injury is stable.

- 5.17.4. Informs the worker of the condition and the fitness to return to work
- 5.17.5. Determines whether or not a worker has the same capacities as before the accident (functional limitations) or whether the worker has sustained a permanent physical or mental impairment.
- 5.17.6. The worker is entitled to reimbursement for expenses that were initially required as a result of the accident. Therefore it is important to keep all receipts. All expenses must have prior approval from Mohawk Self Insurance Claims officer, or reimbursement may be denied.
- 5.17.7. In the event that Mohawk Self Insurance directs a worker to see a physician of their choice, Mohawk Self Insurance is obliged to pay the fees for the examination and for any travelling involved. A worker is obliged to go to the appointment scheduled, but the worker has the right to continue being treated by the physician of his/her choice.
- 5.17.8. Once the worker has been deemed capable of returning to work by the physician, the employer is obligated to offer the worker modified duties or other related duties as part of a successful rehabilitation. Once the worker has fully recovered, he/she should resume their original position. Should that position no longer exist, he/she has the right to work in a similar position with the equivalent salary. The employer is obligated to take back the worker.
- 5.17.9. A worker who is injured at work or victim of a work-related disease retains a priority as regards his position. Upon returning to work, if this position no longer exists, the worker may resume working for his employer in an equivalent position, with no loss of salary. If a worker is no longer able to perform the tasks related to his position because of permanent injury resulting from an accident or illness, the employer can modify his tasks or adapt his work station accordingly. If this is not doable, the worker must be offered the first available suitable position.

#### **5.18. Enforcement of this right (return to work)**

- 5.18.1. A return to work is executed according to the collective agreement in force. If there is no collective agreement, return to work conditions will be determined by the employers Safety and Health committee. If there is no collective agreement and no committee, the worker and employer must reach an agreement in this regard. It is the duty of the employer to accept the worker back.

#### **5.19. Duration of this right**

- 5.19.1. This right can be exercised for a period of two years. The duration of this right is conditional on the employment contract not having expired.

#### **5.20. What about the right to refuse to work/what is a workers option?**

- 5.20.1. A worker has a right to refuse to perform work that would expose him or another person to danger to his health, safety or physical well-being. The worker may not exercise this right, however, if his refusal to perform the work puts the life, health, safety or physical well-being of another person in immediate danger (example, a firefighter on duty). The worker must immediately notify his or her superior (or an employer representative). Indicating the reasons for the refusal to work. He or she must notably remain on the work premises, to perform any other tasks that may be necessary.

#### **5.21. Other Information on the right to refuse to work**

- 5.21.1. In certain situations, an employer can ask another worker to replace the worker who is exercising his or her right to refuse to work. In such a case, the employer must inform the replacement worker of the workers refusal to work and the grounds thereof. This worker may then accept or refuse to perform the work in question.
- 5.21.2. A worker may not be dismissed because he or she exercises his or her right to refuse to work. The worker will continue to be paid, and may in no way be penalized or punished. If an employer feels that a worker is abusing of this right, it is responsible for proving that this is the case.

#### **5.22. Temporary Work assignment**

- 5.22.1. The employer is obligated to attempt in every reasonable method to reassign the worker into another position while the workers injury heals. The worker is to be paid his/her regular salary.
- 5.22.2. Even if a workers medical treatment continues, in order to promote a return to work or rehabilitation, the employer may assign an worker to temporary work other than his/her regular job.
- 5.22.3. Any temporary work assignments must be supported and determined by the attending physician's consent. A worker will retain their regular salary or wage and the employment benefits for the duration of the temporary assignment.

#### **5.23. The right to return to work**

- 5.23.1. A worker is entitled to resume employment or a suitable employment as soon as he/she is deemed capable to return to work. However, this must be accomplished within a period of one or two years following the work stoppage.
- 5.23.2. The employer has a responsibility to take the worker back after the injury to the employee has consolidated.

## **5.24. The right to rehabilitation**

- 5.24.1. This right applies to any worker who is injured or develops a work-related disease and who retains physical or mental injuries subsequent to the accident or disease in question.
- 5.24.2. Rehabilitation aims to:
- 5.24.3. Eliminate or mitigate a workers physical disability:
- 5.24.4. Help the worker become once again self-sufficient in performing his regular activities;
- 5.24.5. Facilitate a workers return to work, either in his regular position or in a suitable position.

## **5.25. Accidental/medical reporting procedures**

- 5.25.1. Please note that this includes both lost time and medical aid/treatment claims.
- 5.25.2. All injury claims must be reported within (5) five days
- 5.25.3. It is the responsibility of the employee and the employer to report any and all accidents. Not reporting an accident within the set time or reporting too late can result in denial of a claim if a proper investigation cannot be performed.
- 5.25.4. All Native workers claims report to MSI and are administered by MSI. All non-native workers claims are also reported to MSI, but administered and paid by CNESST **NEW**

## **5.26. Work-Related Accident**

- 5.26.1. A work-related accident is when the injury or disease which occurred or from which the worker is suffering is the result of a sudden and unforeseen event during the course of employment or, in certain circumstances, while they were performing duties related to their work. Mohawk Self Insurance will determine whether the case could constitute a work-related disease, i.e. one that is typical of the employment or directly linked to specific risks.
- 5.26.2. If your employer does not concur with the claim, it shall need to set forth arguments illustrating that the workers injury or disease is not work-related. It is hence important to accurately detail the circumstances related to the work-related accident or, on the onset of work-related disease, to see a physician as soon as possible, and if possible, for the worker to immediately notify their employer of the injury that has occurred.
- 5.26.3. All accidents must be reported to the Mohawk Self Insurance office by completing the appropriate forms such reports must be submitted to the Mohawk Self Insurance Claims Officer, no later than 5 days after the accident. Failure to report any accident may result in denial of the claim.

## **5.27. Claims/Case Management**

- 5.27.1. Mohawk Self Insurance Claims officer initial file review and actions (within 24 hours of receipt)
- 5.27.2. The Mohawk Self Insurance Claims Officer will forward all of the earlier noted accident forms and medical information to the claims adjudicator, as well as an absence Notification form to the employer.

## **5.28. Case Management**

- 5.28.1. The Mohawk Self Insurance Claims Officer will review the claim. If the injured worker is not back on modified duties the Claims Officer will review the medical to determine if the worker is partially disabled or totally disabled, partially disabled means the worker is capable of performing duties in some capacity.
- 5.28.2. Totally disabled means the worker is unable to perform any duties in any position.

## **5.29. Partially disabled**

- 5.29.1. The Mohawk Self Insurance Claims Officer will send an e-mail and telephone the employer to see if and what modified duties are available.
- 5.29.2. If directed by the employer, the Mohawk Self Insurance Claims Officer will contact the workers manager directly to determine what modified work is available.
- 5.29.3. The Mohawk Self Insurance Claims Officer or Claims Adjudicator will telephone the injured worker and inform the worker of modified duties.
- 5.29.4. If the worker refuses the offer of modified work the Mohawk Self Insurance Claims Officer will telephone the workers treating healthcare provider and review the offer of modified work. The Mohawk Self Insurance claims officer will attempt to telephone the treating healthcare provider at least twice in an 8 hour period. If no contact is made after 8 hours, the Mohawk Self Insurance claims officer will fax the treating healthcare provider a letter outlining the offer of modified work.
- 5.29.5. If the treating healthcare provider agrees that modified work is suitable the Mohawk Self Insurance Claims Officer will telephone the employer to let them know that the treating healthcare provider has agreed to the modified duties.
- 5.29.6. The employer will work with the Mohawk Self Insurance Claims Officer to develop a suitable modified duty program.
- 5.29.7. The Mohawk Self Insurance Claims Officer will contact the worker let him/her know at what time they will be expected to return to modified duties.

- 5.29.8. If the treating healthcare provider refuses to allow the worker to work modified duties, the Mohawk Self Insurance Claims Officer will within 12 hours of notification.
- 5.29.9. Telephone employer to advise of the situation.
- 5.29.10. Discuss the benefits of an independent medical evaluation/functional ability evaluation, if required.
- 5.29.11. Communicate with the worker by telephone.
- 5.29.12. Continue to seek modified work options with the treating healthcare provider and employer.
- 5.29.13. The Mohawk Self Insurance Claims Officer will notify the employer within 24 hours of receiving notice of the workers ability

### **5.30. Ongoing case management activities**

- 5.30.1. The Mohawk Self Insurance Claims Officer will maintain contact with the worker at least 1 (one) time per week while the worker is off to obtain updated status information and to monitor progression.
- 5.30.2. The Mohawk Self Insurance Claims Officer will continue to seek modified work options with the treating healthcare provider and employer. As soon as deemed appropriate the Mohawk Self Insurance Claims Officer will review a graduated return to work program with employer. Steps outlined under section modified return to work graduated return to work/return to regular work are then followed.
- 5.30.3. The Mohawk Self Insurance Claims Officer will recommend an independent medical examination or functional ability evaluation when it is felt that the criteria are met.

### **5.31. Independent Medical Evaluations/Functional Capacity Evaluations**

- 5.31.1. MSI retains the right at any time to order an independent Medical Evaluation.
- 5.31.2. The Mohawk Self Insurance Claims Officer or claims adjudicator will recommend an independent Medical Examination (IME) or a Functional Capacity Evaluation (FCE) under the following criteria:
- 5.31.3. If the injury has exceeded normal healing times as outlined in The Medical Disability Advisor. There is insufficient medical evidence to support on-going disability Functional limitations have not been provided by the injured/ill employees Treating Healthcare Provided a second opinion is required to resolve medical or functional ability disputes.
- 5.31.4. Once the criteria are met, the Mohawk Self Insurance Claims Officer emails the recommendation for IME or FCE to the claims adjudicator for approval. The Mohawk Self Insurance Claims Officer may also initiate an IME or FCE request by sending an e-mail to the claims adjudicator outlining the reason for the request.
- 5.31.5. IME/FCE Approval process within 48 (forty-eight) hours of recommendation.
- 5.31.6. The Mohawk Self Insurance Claims Officer will approve the recommendation by responding to the claims adjudicator's request. The Mohawk Self Insurance Claims Officer will initiate the coordination of the IME or FCE only once approval from the claims adjudicators is received.
- 5.31.7. The Mohawk Self Insurance Claims Officer emails the claims adjudicator to confirm the IME/FCE within 24 (twenty-four) hours of appointment confirmation.
- 5.31.8. The Mohawk Self Insurance Claims Officer telephones the worker to inform of date and time of the appointment and a letter outlining the details of the appointment is forwarded via regular mail to the worker within 24 (twenty-four) hours of appointment confirmation.
- 5.31.9. The Mohawk Self Insurance Claims Officer prepares correspondence for the IME/FCE facility, outlining the employee's status with injury or illness as well as return to work. The Mohawk Self Claims Officer attaches the IME questionnaire to the correspondence sent to the IME facility with the appropriate questions checked off. The correspondence is forwarded to the IME/FCE facility at least 72 (seventy-two) hours prior to the booking date.
- 5.31.10. Upon receipt of the full IME report, usually 7-14 (seven to fourteen) days following the appointment, varies by physician. The Mohawk Self Insurance Claims Officer reviews the report ensuring all the questions have been answered in full. If there are unclear or unanswered issues, the Mohawk Self Insurance Claims Officer communicates with the Assessor to clarify the issues and obtain an addendum report. Extra charges incurred will be reviewed with the Mohawk Self Insurance claims Officer prior to proceeding.
- 5.31.11. Should the worker fail to attend the scheduled appointment, the Mohawk Self Insurance Claims Officer will notify the claims adjudicator and they will determine the next course of action.
- 5.31.12. Mohawk Self Insurance pays fees associated with the independent medical evaluation.
- 5.31.13. The Mohawk Self Insurance Claims Officer and Claims Adjudicator will then submit the restriction of the return to work to the employer. Once medical advice recommending a return to the regular work or modified work is confirmed, the worker is admitted into the return to work program.

### **5.32. Return to work program**

- 5.32.1. Once medical evidence confirms that the worker is ready to return to regular work or modified work, the worker is admitted to the return to work program.
- 5.32.2. The goal of the return to work program is to provide a uniform return to work process for participants covered under the Mohawk Self Insurance on the Job Injury Program

- 5.32.3. The Mohawk Self Insurance Claims officer will work with the worker, employer and treating physicians to facilitate a return to work. This will involve communicating with the worker, treating physicians/practitioners and the employer to secure information regarding updated medical status and return to work information.
- 5.32.4. The return to work program encompasses the restrictions, the accommodations, as well as the proposed work schedule for the injured worker once the worker is fit to return.

**5.33. Modified work:**

- 5.33.1. The Mohawk Self Insurance will notify the employer and together they will decide on the correct course of action within 24 hours of receiving notice.
- 5.33.2. The employer will direct the worker's manager to complete the modified duty program and send a copy to the worker, treating healthcare provider, and the Mohawk Self Insurance Claims Officer.
- 5.33.3. Once approved, the Mohawk Self Insurance Claims officer and employer will determine how the modified work program will be monitored.
- 5.33.4. The Mohawk Self Insurance Claims Officer will contact the worker to let him/her know at what time they will be expected to return to modified duties.
- 5.33.5. When a modified duty program extends the original duration or when a modified duty program is not progressing according to program, the Mohawk Self Insurance Claims Officer will communicate with the physician to discuss the situation, obtain a treatment program update and prognosis for return to regular work.

**5.34. Graduated return to work:**

- 5.34.1. Once graduated return to work program is agreed upon, the Mohawk Self Insurance Claims Officer will forward a copy of the proposed program to the treating healthcare provider for approval.
- 5.34.2. The Mohawk Self Insurance Claims Officer will maintain telephone contact with the treating healthcare provider to ensure a prompt response.
- 5.34.3. If the treating healthcare provider does not approve the graduated return to work program, the Mohawk Self Insurance Claims Officer will maintain regular (at least weekly) telephone contact with the treating healthcare provider until a Program is approved.
- 5.34.4. The Mohawk Self Insurance Claims Officer will fax a copy of the signed graduated return to work program to employer upon receipt of same.
- 5.34.5. The Mohawk Self Insurance Claims Officer will maintain weekly (or as otherwise agreed upon with the employer) contact with the worker and employer to monitor the return to work program.
- 5.34.6. The Mohawk Self Insurance Claims Officer will communicate with the treating healthcare provider and the claims adjudicator required during the modified work period to modify the return to work program.
- 5.34.7. The employer must fully cooperate with the workers return, if in a modified return or full return to work, failure to do so may result in administrative penalties for the employer and or an increase in the premiums.
- 5.34.8. For workers who may be receiving reduced or supplemental weekly indemnity from Mohawk Self Insurance from a gradual return to work, failure to cooperate will result in suspension and/or termination of benefits.

**5.35. Return to regular work:**

- 5.35.1. Once the worker has returned to his regular work and duties, the Mohawk Self Insurance Claims Officer will close the file.
- 5.35.2. When a worker has returned to work, and he must attend a Doctor, appointment, therapy session or Mohawk Self Insurance ordered and arranged medical appointment, Mohawk Self Insurance shall pay the worker 100% of the workers' wages for that day. Mohawk Self Insurance will make no reimbursement if it was the employer requested medical examination.

**5.36. Vocational rehabilitation/labor market re-entry program**

- 5.36.1. A worker who sustains a personal injury by accident arising out of and in the course of his/her employment is entitled to benefits under the program.
- 5.36.2. A worker shall file a claim as soon as possible within 5 (five) days after the accident that gives rise to the claim, but in no case shall he or she file a claim more than 30 (thirty) days after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease. Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect of the worker when the worker is absent from work because of the injury. However, the contributions are required only if the employer was making contributions for employment benefits in respect of the worker when the injury occurred.
- 5.36.3. The worker continues to pay his or her contributions (example: private pension plan, group insurance) If any, for the employment benefits while the worker is absent from work.
- 5.36.4. A worker who sustains an injury is entitled to such health care as may be necessary, appropriate and sufficient as a result of the injury and entitled to make the initial choice of health professional for the purposes of this section. Mohawk Self Insurance reserves the right to challenge any medical report, and send the claimant to specialist(s) for further diagnosis and professional analysis.



### **5.37. Labor market re-entry**

#### **5.38. Labor re-entry assessment**

- 5.38.1. Mohawk Self Insurance shall provide a worker with a labor market re-entry assessment if any of the following circumstances exist:
- 5.38.2. If it is unlikely that the worker will be re-employed by his or her employer because of the nature of the injury.
- 5.38.3. If the workers employer has been unable to arrange work for the worker that is consistent with the workers functional abilities and that restores the workers pre-injury earnings.
- 5.38.4. If the workers employer is not co-operating in the early and safe return to work of the worker.

#### **5.39. Labor market re-entry program**

- 5.39.1. Based on the results of the assessment, which may be performed by Tewatohnhi'saktha or other qualified labor agency. Mohawk Self Insurance shall decide if a worker requires a labor market re-entry program in order to enable the worker to re-enter the labor market and reduce or eliminate the loss of earnings that may result from the injury. The assessments consist of three types, transferable Skills, Vocational Assessment and Psycho-Vocational Assessment.
- 5.39.2. The assessment chosen is based on a number of factors including; the wage earned by the injured worker. Mohawk Self Insurance may utilize the transferable skills assessment. Mohawk Self Insurance may use a Vocational or Psycho-Vocational Assessment the assigned vocational consultant has 45 (forty-five) days to meet with the worker, arrange and obtain the assessment results and submit in a report three occupations that they could potentially recommend based on the assessment results. The consultant recommends the most cost-effective reasonable option and creates a labor market re-entry program.
- 5.39.3. The Mohawk Self Insurance Claims Officer reviews the labor market re-entry program submitted and either approves the labor market re-entry program or requests changes. Once a labor market re-entry program is approved the vocational consultant arranges for the implementation and the worker is monitored monthly until the completion of the labor market re-entry program.
- 5.39.4. This assessment also assists in determining potential Future Economic Loss. Benefits to replace lost future income will be available to workers permanently injured. The calculation regarding future economic loss is based on 75% (seventy-five) the difference between the workers gross pay before the injury and expected gross pay after the injury. These benefits are adjusted annually for inflation up to the maximum of (three) 3%.
- 5.39.5. Suitable employment or business in deciding whether a program is required for a worker, Mohawk Self Insurance shall determine the employment or business that is suitable for the worker.
- 5.39.6. Mohawk Self Insurance shall arrange for a program to be prepared for a worker if Mohawk Self Insurance determines that the worker requires a labor market re-entry program.
- 5.39.7. The labor market re-entry program shall be prepared in consultation with, the worker and, unless Mohawk Self Insurance considers it inappropriate to do so, the workers' employer; and the workers' health practitioners if Mohawk Self Insurance considers it necessary to do so.
- 5.39.8. It is not the responsibility of Mohawk Self Insurance to provide or find the worker a job, MSI will assist the worker as much as possible.
- 5.39.9. The program shall contain the steps necessary to enable the worker to re-enter the labor market in the employment or business that is suitable for the worker.
- 5.39.10. After completion of any training, Mohawk Self Insurance will continue paying the weekly indemnity for up to (1) one year after graduation.

#### **5.40. Duty to co-operate**

- 5.40.1. The worker shall co-operate in all aspects of the labor market re-entry assessment or program provided to the worker in a timely manner. Failure to do so may result in the suspension or termination in whole or in part of benefits.

#### **5.41. Expenses**

- 5.41.1. Mohawk Self Insurance shall pay such expenses related to the program as Mohawk Self Insurance considers appropriate to enable the worker to re-enter the labor market.

## **6. BENEFITS PROVISIONS**

### **6.1. Day of injury**

- 6.1.1. All entities in Kahnawà:ke will submit their premiums to MSI for all workers, meaning both Native and Non-Native.
- 6.1.2. If the entity was previously paying directly to CNESST they will now be paying MSI.
- 6.1.3. When a Non-Native worker employed in Kahnawà:ke for a Kahnawà:ke entity, that injured worker will submit their claim to CNESST.
- 6.1.4. The employer will pay the injured worker the first 14 calendar days as per CNESST regulations, which will be reimbursed to the employer by MSI.

- 6.1.5. CNESST will deal with the injured worker directly, but CNESST must deal with the employer through MSI, CNESST is not to contact the Kahnawà:ke employer.
- 6.1.6. First 14 days: Non Native Worker in Kahnawà:ke
- 6.1.7. Jean Luc Tremblay is injured on January 5 at 09:00, he seeks medical attention. The treating physician indicates that he will be off work for 3 weeks (21 calendar days).
- 6.1.8. The employer pays him 100% of his salary for the day of the injury, no matter what time of day the injury took place. This amount is NOT reimbursable to the employer.
- 6.1.9. Jean Luc makes his claim to CNESST
- 6.1.10. January 6 to January 19 = 14 days.
- 6.1.11. After CNESST notification to MSI, MSI will instruct the employer to pay the worker the next 14 days at the amount that is given to MSI by CNESST. MSI will immediately reimburse the employer.
- 6.1.12. CNESST will reimburse MSI this amount at a later date.
- 6.1.13. MSI will instruct the employer to pay the injured worker for the next 14 calendar days at 90% of his NET wages. Net wages means the workers take home pay after the mandatory Quebec deductions (QPIP, EI, QPP, Pro & Fed income taxes) the worker earns \$850.00 gross per week which is \$635.88 NET Calculation: \$635.88 divided by 7 calendar days = \$90.84 per day x 90% = \$81.76.
- 6.1.14. \$81.76 x 14 days = \$1,144.58
- 6.1.15. CNESST will continue the weekly indemnity to the injured worker as of January 20 (regardless of the claims admissibility MSI will claim this benefit back from CNESST).
- 6.1.16. THE 14 DAYS EMPLOYER PAY FIRST DOES NOT APPLY WHEN: The injury will not exceed the 14 days.
- 6.1.17. The employer is obligated to pay the injured employee 100% of the injured workers salary for the first day of the injury, and make payment as usual on the day he was normally going to get paid. The employer is NOT reimbursed this amount. If the worker was scheduled to work overtime prior to the injury the employee is obligated to be paid that overtime wage as if the injury had never happened.
- 6.1.18. On the first day of the injury, the employer is obligated to pay the injured worker the full day's wages including benefits the day of the injury, regardless of what time of day during the regular work day the injury occurred. The injured worker is then to immediately report to Mohawk Self Insurance office and complete the necessary forms to submit and claim. The employer is to provide the forms to the injured worker and assist the injured worker in the completion of the forms. Upon verification and investigation of the injured workers claim, Mohawk Self Insurance shall commence paying the weekly indemnity payments from the second day of the injury, providing that the claim is accepted.
- 6.1.19. The injured worker is to file his/her claim directly to the Mohawk Self Insurance Office.
- 6.1.20. If a worker on an MSI disability claim returns to work and after a few hours finds that he/she must leave due to a reoccurrence or not ready to return due to the initial injury, MSI will pay the worker not the employer.
- 6.1.21. The injured worker must provide the employer and MSI with a new medical note.
- 6.1.22. Benefits are calculated on a 7 (seven) day calendar system. (Example; a claimants gross weekly salary is divided by 7 then multiplied by .75)
- 6.1.23. Increase in salary; if a claimant was scheduled to receive a raise in income prior to or during a claim, MSI will take the new income amount and adjust the indemnity accordingly, but not to exceed the yearly maximum insurable amount.

## 6.2. Denied Claim

- 6.2.1. If a claim is denied, and or a worker does not follow the proper claims procedures, does not report to his/her employer and MSI, any medical expenses received for that worker will be submitted to the employer for payment.
- 6.2.2. If the injured workers claim is denied by Mohawk Self Insurance, and determined that the injured worker is not entitled to benefits, Mohawk Self Insurance will claim the benefits back from the injured worker.

## 6.3. Length of claim

- 6.3.1. If a worker can no longer hold his job because of an employment injury, Mohawk Self Insurance may guarantee financial support until he/she can again hold his/her job, an equivalent job, or a suitable job. Providing that the claimant has fulfilled all his/her obligations and has cooperated. The period for financial support shall not exceed 12 (twelve) months.
- 6.3.2. A worker has been placed into a retraining program and retained into another career, upgraded his/her skills, attended vocational training, Mohawk Self Insurance will continue the weekly indemnity during the training and for a period of 1 (one) year after graduation.
- 6.3.3. The victims of an employment accident or occupational disease may be entitled to an income replacement benefit, and, if applicable, compensation for bodily injuries. If a worker's death results from an employment accident or occupational disease, his/her dependents are entitled to compensation. The dependents include the spouse, dependent children and any other person with an economic dependence link with the worker.
- 6.3.4. Income replacement Benefits are payable up to the age of 68.
- 6.3.5. On the 65<sup>th</sup> (sixty fifth) birthday of the injured worker the income replacement is reduced by (twenty five) 25%.
- 6.3.6. On the 66<sup>th</sup> (sixty sixth) birthday of the injured worker the income replacement is reduced by (fifty) 50%.
- 6.3.7. On the 67<sup>th</sup> (sixty seventh) birthday of the worker the income replacement is reduced by (seventy five) 75%.

- 6.3.8. On the 68<sup>th</sup> (sixty eight) birthday of the injured worker the income replacement is terminated.
- 6.3.9. All benefits will cease when the injured worker is able to return to work.
- 6.3.10. All benefits will cease when the worker dies before age 68 (sixty eight).
- 6.3.11. If the injured worker receiving income replacement benefits dies before the age of 68 (sixty eight) his/her spouse is entitled to the income replacement for 3 (three) months from the date of death, then terminates.

#### **6.4. Absence from work for medical reasons**

- 6.4.1. When a worker has returned to work but must leave work to attend a Physician's appointment, Physiotherapy or other Physician approved treatment, the employer is obligated to pay the employee 100% of his wages for the time that was absent.
- 6.4.2. The employer can request reimbursement for the wages paid to the worker for a physician ordered appointment. However the employer will not be reimbursed in it was the employer that initiated the appointment to the physician.

#### **TWO JOBS**

- 6.4.3. When an injured worker has more than one job, MSI will pay benefits on the higher paying of the two jobs, if he cannot perform one of the jobs, as well as any bonuses, overtime, if the injured worker can provide written verifiable proof from his/her employer. But not to exceed the yearly maximum insurable.
- 6.4.4. If the injured worker can carry on only one of his jobs, his gross income is the income he earns from that job and the minimum wage does not apply.
- 6.4.5. Where the worker is injured at one job, that employer will be assessed any costs that are associated with the injury.
- 6.4.6. If an injured worker cannot perform both jobs because of his injury, the combine gross income from both jobs will be considered his gross income, but not to exceed the yearly maximum.
- 6.4.7. In all cases MSI MUST be informed of any other jobs or any other income, failure to do so will result in benefits termination and possible insurance fraud charges.

#### **6.5. Annual Re Evaluation (CPI)**

- 6.5.1. The income replacement indemnity is revalorized each year on January 1st. Annual re-Evaluation according to CPI (customer Price Index) up to maximum of 3% (three percent).

#### **6.6. Reduction, suspension or termination of benefits**

- 6.6.1. Every claimant is required to sign a statement to the effect that he/she full understands their role and responsibilities.
- 6.6.2. Mohawk Self Insurance may suspend the payment of an indemnity if the worker/beneficiary:
  - 6.6.2.1. Provides false information.
  - 6.6.2.2. Refuses or neglects to produce the information Mohawk Self Insurance requires or to give the authorization necessary for obtaining it.
  - 6.6.2.3. Refuses to cooperate with Physicians/Mohawk Self Insurance.
  - 6.6.2.4. Clandestinely works and does not report it to Mohawk Self Insurance.
  - 6.6.2.5. Interferes with or neglects the physician's medical advice.
  - 6.6.2.6. Refuses medical treatments.
  - 6.6.2.7. Refuses Physiotherapy
  - 6.6.2.8. Makes him/herself unavailable to physicians and/or Mohawk Self Insurance.
  - 6.6.2.9. Neglects or refuses to avail him/her of the rehabilitation measures prescribed in their personal rehabilitation.
  - 6.6.2.10. Conduct or activities that would prolong the healing process.
  - 6.6.2.11. Goes away on a vacation without prior written approval from MSI and Physician in charge.
  - 6.6.2.12. Refuses work offered to him/her.
  - 6.6.2.13. Refuses to return to the same employer.
  - 6.6.2.14. Does not comply with instructions **in a prompt** manner. (no more than two days)
  - 6.6.2.15. Collects from another insurance plan, group insurance, S.A.A.Q., CSST welfare etc.
  - 6.6.2.16. Derives income from any other source than Mohawk Self Insurance, upon receipt of a tip, report or notification from a person other than the worker, reporting that claimant is working and/or receiving other income. The identity of the information shall not be divulged.
  - 6.6.2.17. Returns back to work prior to medical release of his/her Physician.
  - 6.6.2.18. An injury arising solely as a result of the gross and willful negligence of the worker.
  - 6.6.2.19. Injured while under the influence of drugs or alcohol.
  - 6.6.2.20. Making an injury that did not happen at work, look or state that it happened at work.
  - 6.6.2.21. Claimants may be requested to supply Mohawk Self Insurance signed and stamped Court Declaration attesting to the fact that they are not receiving money from another source.
  - 6.6.2.22. One day's value of weekly indemnity will be deducted for each medical/re-habilitation/training or any other activity/appointment that was scheduled to occur and was not attended without valid reason. After 2 missed appointments without just cause, all benefits will be suspended pending an appeal from the claimant.

6.6.2.23. Incarceration

6.6.2.23.1. During the period before and after the imprisonment the salary of the worker is established by his or her work contract or the months before the accident. Whichever is the higher amount. However during the time that the worker is in prison the salary is based on minimum wage.

Treatments:

The worker is able to be seen by the doctor at the prison. And be able to do physio and \ or occupational therapy. If it is determined that a second opinion (by our physician) is needed. The prison may let the worker out while being accompanied if in minimum detention.

However, if the worker does not make themselves available to participate in the process of re-adaptation/physio, the indemnities can be suspended.

**6.7. Pre-existing injuries**

6.7.1. MSI will consider a pre-existing injury that has been aggravated under working conditions as an employment injury within the accepted meaning of an MSI admissible injury. This will be treated on a case by case basis. The employer will be charged for any expenses, meaning the costs will go onto their record. (Modified Feb 2017)

**6.8. Compensation amounts**

6.8.1. MSI pays a weekly indemnity to a student aged less than 18 years who suffers an employment injury during the course of a training period who is not getting paid under the responsibility of an educational institution where he/she is pursuing his/her studies.

6.8.2. Weekly Indemnity for student. **\$106.00**

6.8.3. Weekly indemnity for a child concerned by voluntary or alternative measures **\$106.00**

6.8.4. MSI pays a weekly indemnity to a child who executes tasks, renders a service to the community or acts as a trainee, with or without pay, under voluntary measures taken pursuant to the Youth Protection Act or alternative measures taken under the young offenders Act, or in execution of a decision rendered by the Courts under one of a such Acts or the Code of Penal Procedure.

6.8.5. MSI also will cover "Compensatory Measures" providing the work performed in Kahnawà:ke exceeds five consecutive days.

6.8.6. The benefit paid is 75% of the worker's gross earnings/income. The gross income taken into consideration may not exceed the maximum yearly insurable earning, which is set at **\$74,000.00 for 2018-2019**

6.8.7. The employer will pay for the first day, and then Mohawk Self Insurance will continue payment.

6.8.8. Annual maximum insurable earnings: **\$74,000.00 (January 2018)**

6.8.9. Weekly maximum insurable earnings: **\$1,423.08 x75%=\$1,067.31**

6.8.10. When a worker has returned to work on a graduated schedule (meaning working 3 days for the employer and 2 days on Mohawk Self Insurance Benefits, the worker will receive 75% of the gross weekly maximum. It is not calculated on the gross daily amount.

Worker earns \$800 per week based on 40 hours. He works three days and Mohawk Self Insurance pays the worker for the other two days. That worker would earn (\$800 divided by 5 days=\$160x3days=\$480) from his employer, and (\$800 divided by 5 days =\$160 per day x 75%=\$120 per day x 2 days =\$240) from Mohawk Self Insurance.

6.8.11. Worker earns \$1500 per week based on 40 hours. He works three days and Mohawk Self Insurance pays the worker for the other two days. That worker would earn (\$1500 divided by 5days=\$300 per day x 3 days =\$900) from his employer, and **(\$1,423.08 divided by 5 days =\$284.62 per day x 75%=\$213.46 per day x 2 days=\$426.92) from Mohawk Self Insurance.**

6.8.12. Annual minimum insurable earnings: **\$24,440.00**

6.8.13. **Minimum Wage for 2018 =\$12.00 per hour = \$480.00 per week**

**6.9. Compensation for bodily injuries**

6.9.1. If it happens that a worker's physical or psychological integrity is permanently injured following an employment accident or occupational disease. He/she may be entitled to a lump sum payment for bodily injuries. The amount of this compensation varies according to the percentage of physical or psychological integrity injury and according to the victim's age at the time of the injury. This is to be determined by the Physician.

6.9.2. The right for bodily injury compensation is NOT offered in the case of death.

6.9.3. A worker who suffers a work-related accident or disease and who sustains permanent physical or mental impairment is entitled to compensation for bodily injury that takes into consideration:

6.9.4. Anatomico-physiological deficit (degree of severity of the disability).

6.9.5. Physical disfigurement;

6.9.6. Suffering and loss of enjoyment of life where applicable as determined by the physician or specialist and as per Bareme des Dommages Corporeale and IRSST scale.

**6.10. Calculating the amount of the indemnity**

- 6.10.1. The amount of the indemnity is calculated by multiplying the percentage of permanent impairment by the amount in the chart, based on the age of the person involved when the injury occurred (see chart).
- 6.10.2. (Example) A 34 year old worker who suffers a back injury as a result of a **2018** work-related accident. He has a permanent impairment of 2.2%. The compensation for bodily injury in this case would be **\$1,973.62**
- 6.10.3. The amount for D.A.P. is calculated using the age of the worker at the time of the injury and the year that the injury occurred, for example the injury occurred in 2018, and then the 2018 injury chart will apply.
- 6.10.4. The **2018** calculation is as follows: **2.2% x \$89,710 = \$1,973.62**

### 6.11. 2018 Chart for calculating the amount of the indemnity

Age	Amount	Age	Amount	Age	Amount
18-	\$ 108,111	34	\$ 89,710	50	\$ 71,310
19	\$ 106,962	35	\$ 88,557	51	\$ 70,161
20	\$ 105,811	36	\$ 87,411	52	\$ 69,006
21	\$ 104,662	37	\$ 86,259	53	\$ 67,855
22	\$ 103,509	38	\$ 85,113	54	\$ 66,705
23	\$ 102,363	39	\$ 83,960	55	\$ 65,557
24	\$ 101,213	40	\$ 82,814	56	\$ 64,405
25	\$ 100,063	41	\$ 81,659	57	\$ 63,257
26	\$ 98,914	42	\$ 80,509	58	\$ 62,106
27	\$ 97,764	43	\$ 79,361	59	\$ 60,957
28	\$ 96,614	44	\$ 78,211	60	\$ 59,808
29	\$ 95,462	45	\$ 77,058	61	\$ 58,653
30	\$ 94,311	46	\$ 75,906	62	\$ 57,505
31	\$ 93,158	47	\$ 75,145	63	\$ 56,356
32	\$ 92,010	48	\$ 73,614	64	\$ 55,205
33	\$ 90,861	49	\$ 72,462	65+	\$ 54,058

### 6.12. Minimum Indemnity in the event of a anatomo-physiological deficit (DAP) \$ 1,080.00

6.12.1. 2018 CPI is 1.5%

### 6.13. In the case of the death of a worker

#### 6.14. Compensation paid to deceased workers family

- 6.14.1. When an employment accident or occupational disease leads to death of a worker, his/her dependents may be entitled to compensation. The dependents are the spouse, minor children, and adult children younger than 25 (twenty-five) studying full-time or disabled, as well as any other person with an economic dependence link with the worker.

#### 6.15. Spouse

- 6.15.1. The spouse receives compensation equal to (fifty-five) 55% of the income replacement benefit to which the worker would have been entitled on the date of his/her death. This compensation is temporary. It is paid as a weekly indemnity for a period of one to three years according to the spouse's age on the date of the workers death.
- 6.15.2. Mohawk Self Insurance also pays the spouse a lump sum that is based on the workers annual gross earned income at the time of his/her death and takes into account the maximum annual insurable amount. This has no impact on the Québec pension program benefits to which the spouse may be entitled.
- 6.15.3. Furthermore, Mohawk Self Insurance pays a compensation for funeral expenses and a lump sum payment for the immediate expenses resulting from the worker's death.

- 6.15.4. The spouse is a person who, on the date of the death, is either married to the worker and lives with him/her, or lives and has lived as a husband and wife with him/her for at least three years, or one year if a child was born or is to be born of their union, and is publicly known as his/her spouse.

**6.16. Minor Child and Adult Child**

- 6.16.1. A minor child receives a monthly pension until he/she reaches legal age. This pension is indexed annually. At age 18 (eighteen) if he/she is still studying, he/she receives a lump sum payment.
- 6.16.2. The adult child younger than 25 (twenty-five) on the date of the worker's death who studies full-time may be entitled to a lump sum payment.

**6.17. Other Dependents**

- 6.17.1. The other dependents may be entitled to a lump sum payment that varies according to their age and the percentage of their needs that were met by the worker at the time of his/her death.

**6.18. Disability**

- 6.18.1. If dependents entitled to compensation are disabled at the time of the worker's death, special terms and conditions may apply.

**6.19. Income Replacement Indemnity**

- 6.19.1. Mohawk Self Insurance provides a benefit if a worker becomes totally disabled from performing their job duties secondary to a workplace accident or an occupational disease/illness. The worker will qualify for this benefit if they present proof of claim acceptable to Mohawk Self Insurance that:
  - 6.19.2. The worker has become totally disabled (worker is unable to perform the essential tasks of their own occupation).
  - 6.19.3. The worker has been following appropriate treatment for the disability since its onset MSI is NOT responsible for the payment of an injured worker's benefits, this is the responsibility of the employer, and the injured worker must make arrangements with his/her employer for the continuation of the benefit payments.
  - 6.19.4. Indemnities paid under this policy are unassignable, unseizable and nontaxable except the income replacement indemnity, up to 50% of which is seizable for alimentary debts.

**6.20. Mohawk Self Insurance indemnities are based on 75% of the gross earnings. Indemnities not taxable, and cannot exceed the maximum insurable earnings.**

**6.21. Lump sum indemnity to the spouse of a deceased worker.**

- 6.21.1. The age of the spouse at the time of the workers death x Factor x Gross annual wages of the worker at the time of death.
- 6.21.2. Example; A worker whose death is cause by an occupational accident, earning \$50,000 a year at the time of his death, who's spouse was 46 (forty-six) years old at the time of his death would be entitled to  $\$50,000 \times 2.75 = \$137,500$ , not to exceed the maximum of **\$222,000.00**

6.21.3. Age	Factor
24 under 2.00	50 to 54 2.50
25 to 29 2.25	55 to 59 2.25
30 to 34 2.50	60 2.00
35 to 39 2.75	61 1.80
40 to 44 3.00	62 1.60
45 to 49 2.75	63 1.40
64 1.20	65 or over 1.00

**6.22. Temporary-indemnity to the spouse of a deceased worker**

- 6.22.1. The spouse may be entitled to a temporary weekly indemnity of (fifty-five) 55% of the weekly indemnity the worker would have been entitled too had he not died, for a period of 1 to 3 (one to three) years depending on her age at the time of the workers death.
- 6.22.2. Example; A worker whose death is cause by an occupational accident, earning \$50,000 a year at the time of his death, and who's spouse was 46 years old at the time of his death would be entitled to  $\$50,000 \times 75\% \times 55\% = \$20,625$  divided by 52 weeks= $\$396.63$  per week for three years.

Age	Period
34 or under	1 year

	35 to 44	2 years
	45 to 54	3 years
	55 or over	2 years
6.22.3.	Maximum monthly amount	<b>\$ 2,338.77</b>
6.22.4.	Minimum lump-sum amount	<b>\$108,111.00</b>
6.22.5.	Maximum lump-sum amount	<b>\$222,000.00</b>
6.22.6.	Maximum lump-sum amount in the event of disability	<b>\$222,000.00</b>
6.22.7.	The minor children of a worker with no spouse at the time of his or her death are also entitled to a lump-sum indemnity. The indemnity is divided equally among the minor children, the children who are over the age of the majority but under age 25 and are full-time students, and the children over the age of majority for whom the worker was paying more than 50% of the costs at the time of his or her death.	
6.22.8.	Monthly amount paid until the child reaches the age of majority.	<b>\$542.00</b>
6.22.9.	Lump-sum amount paid if the child, after reaching the age of majority, is a full-time student	<b>\$19,465.00</b>
6.22.10.	Lump-sum amount paid if the child, after reaching the age of majority, is disabled and entitled to an indemnity pursuant to other legislation.	<b>\$19,465.00</b>
6.22.11.	Lump-sum amount paid if the child, after reaching the age of majority, is disabled and not entitled to an indemnity pursuant to other legislation.	<b>\$108,111.00</b>
6.22.12.	Minimum lump-sum amount paid if the worker has no spouse at the time of his or her death	<b>\$108,111.00</b>

### 6.23. Compensation paid to a child of full age

- 6.23.1. A child of full age who is less than 25 (twenty-five) years old at the time of the worker's death is entitled to a lump-sum indemnity if he is a full-time student.
- 6.23.2. If the child is disabled, this lump-sum indemnity will be increased, unless he is entitled to other compensation under another Act, plan, and private insurance.
- 6.23.3. Children of a worker with no spouse at the time of his or her death who are over the age of majority but under age 25 (twenty-five) are also entitled to a lump-sum indemnity if they are full-time students.
- 6.23.4. Children of a worker with no spouse at the time of his or her death who are over the age of majority are entitled to a lump-sum indemnity if the worker was paying more than (fifty) 50% of their costs at the time of his or her death.
- 6.23.5. This indemnity is divided equally among the minor children, the children who are over the age of majority but under age 25 (twenty-five) and are full-time students, and the children over the age of majority for whom the worker was paying more than (fifty) 50% of the costs at the time of his or her death.
- 6.23.6. Indemnities paid to a child who is over the age of majority who is a full-time student **\$19,465.00**
- 6.23.7. If the worker had no spouse at the time of his or her death minimum of **\$108,111.00**
- 6.23.8. Who is disabled and entitled to an indemnity pursuant to other legislation **\$19,465.00**
- 6.23.9. Who is disabled and not entitled to an indemnity pursuant to other legislation
- 6.23.10. Age 18 **\$108,111.00**
- 6.23.11. Age 19 **\$105,381.00**
- 6.23.12. Age 20 **\$104,247.00**
- 6.23.13. Age 21 **\$103,115.00**
- 6.23.14. Age 22 **\$101,979.00**
- 6.23.15. Age 23 **\$100,850.00**
- 6.23.16. Age 24 **\$ 99,717.00**
- 6.23.17. For whom the worker was paying more than 50% of the costs at the time of his or her death minimum of **\$106,513.00** if the worker had no spouse at the time of his or her death **\$106,513.00**

### 6.24. Compensation paid to other dependents

- 6.24.1. A person over half of whose needs were provided by the worker.
- 6.24.2. When a work-related accident or disease results in the death of a worker, a person over half of whose needs were provided by the worker is entitled to a monthly indemnity, which varies according to the person's age.
- 6.24.3. If the person is disabled, this lump-sum indemnity will be increased, unless he is entitled to other compensation under another Act as a result of his disability.
- 6.24.4. A person half or less than half of whose needs were provided for by the worker.
- 6.24.5. A person half or less than half of whose needs were provided for by the worker is entitled to a lump-sum indemnity. This indemnity is not increased if the person is disabled.
- 6.24.6. A person aged less than 35 years old and over half of whose needs were provided for by the worker **\$12,975.00**
- 6.24.7. A person aged 35 years or more and over half of whose needs were provided for by the worker 75% of the workers gross wages to a maximum of **\$55,500.00**

- 6.24.8. Disabled person over half of whose needs were provided for by the worker and who is not entitled to compensation under another Act. This amount is based on the person's age at the time of the worker's death. Minimum of **\$53,259.00** Maximum of **\$108,111.00**
- 6.24.9. Disabled person over half of whose needs were provided for by the worker and who is not entitled to compensation under another Act. This amount is based on the persons age at the time of the workers death **\$12,975.00**
- 6.24.10. Disabled person aged less than 35 years old and over half of whose needs were provided for by the worker and who is entitled to compensation under another act. 75% of the workers gross to the maximum of **\$55,500.00**
- 6.24.11. A person between 25% and 50% of whose needs were provided for by the worker **\$12,975.00**
- 6.24.12. A person between 10% and 25% of whose needs were provided for by the worker **\$6,488.00**

### 6.25. Other death benefits

- 6.25.1. Lump sum amount paid to the spouse or, in the event that there is no spouse equally distributed among the worker's other dependents. **\$2,162.00**
- 6.25.2. Lump-sum amount paid to the mother and father of a deceased worker with no dependents **\$28,107.00** each
- 6.25.3. Funeral expenses reimbursed to the person having incurred them (receipts necessary) **\$5,256.00**
- 6.25.4. Costs of transporting the deceased's body to the funeral home closest to his regular place of residence, if in Québec. Cost according to the production of supporting documentation.

### 6.26. Expenses

- 6.26.1. Mohawk Self Insurance pays all medical assistance costs related to an employment injury. It is notably responsible for the cost of: services dispensed by health professional (physician, dentist, optometrist) care and treatment received in the Québec health and social services system (for example, in a hospital or local community service Centre (CLSC); medicine and other pharmaceutical products; orthoses and prostheses; care and treatment provided by health care workers in private establishments, if this care or treatment has been prescribed by the attending physician (for example, physiotherapy treatments); technical aids and other expenses.
- 6.26.2. A worker is entitled to benefit free of charge from the health services necessitated by a condition sustained as a result of a work related accident. Mohawk Self Insurance pays the hospital or clinic directly for these services.
- 6.26.3. In certain circumstances, the worker may have to pay for some products and subsequently receive compensation by submitting the original receipts and any supporting documentation with prior approval from the Mohawk Self Insurance Claims Officer.

### 6.27. Medical Treatment/Rehabilitation

- 6.27.1. Workers who have sustained a workplace injury or occupational disease/illness are entitled to such health care as may be necessary, appropriate and sufficient as a result of his/her injury/illness, and must attend the hospital emergency department or be seen by a medical physician, who will prescribe appropriate medical treatment/rehabilitation which will facilitate recovery.
- 6.27.2. Health professional – is a member of a college of health profession. Health professionals include, but are not limited to:
- 6.27.3. Physicians and surgeons
- 6.27.4. Chiropractors
- 6.27.5. Dentist and oral surgeons
- 6.27.6. Massage therapist
- 6.27.7. Occupational therapists
- 6.27.8. Optometrists
- 6.27.9. Physiotherapists
- 6.27.10. Psychologists
- 6.27.11. Registered nurses
- 6.27.12. Speech language pathologists
- 6.27.13. Health care practitioner is:
- 6.27.14. Any health professional
- 6.27.15. A drugless practitioner such as an osteopath, naturopath, or
- 6.27.16. Social worker

### 6.28. Health Care includes:

- 6.28.1. Professional services provided by a health care practitioner
- 6.28.2. Services provided by or at hospitals and health facilities
- 6.28.3. Prescription drugs
- 6.28.4. Services of an attendant
- 6.28.5. Modifications to a person's home and vehicle and other measures to facilitate independent living which are appropriate in the opinion of Mohawk Self Insurance and its experts
- 6.28.6. Assistive devices and prostheses



- 6.28.7. Housekeeping assistance
- 6.28.8. Therapeutic devices
- 6.28.9. Medical tests/laboratory tests
- 6.28.10. Travel expenses to secure health care
- 6.28.11. Such measures to improve the quality of life of severely impaired worker as, in Mohawk Self Insurance opinion, are appropriate.
- 6.28.12. Location of Health Care – Generally, workers receive health care at the office of facility of the health care practitioner. Mohawk Self Insurance must pre-approve treatment that is to be provided in the worker's home.
- 6.28.13. Mohawk Self Insurance will deduct from the worker's indemnity payment, any fees charged for cancellation/missed appointments and/or one days indemnity payment without valid excuse. The worker must prove to the satisfaction of the MSI Claims Officer the validity of his/her excuse. The MSI Claims Officer has sole discretion to determine whether the worker's excuse is valid.

### 6.29. Medical Assistance Costs

- 6.29.1. Medication: All original receipts should be attached and must clearly identify the name of the medication as well as the physician who prescribed the medication.
- 6.29.2. Ambulance charges are to be paid by the employer, MSI does not reimburse this to the employer.
- 6.29.3. Repair or replacement of a prosthesis or orthosis involuntary damaged as a result of a sudden and unforeseen event arising out of a worker's employment the indemnity for repair and replacement is paid whenever the person involved is not entitled to such compensation under another program.
- 6.29.4. Clothing damaged by a prosthesis or orthosis which the worker must wear subsequent to an employment injury. The worker must provide supporting documents.

### 6.30. CLAIMANT Expenses

- 6.30.1. Travel expenses
- 6.30.2. Mohawk Self Insurance shall reimburse, upon the production of supporting documents, to the worker and, if his physical condition requires it, to the person who must accompany him, the travel and accommodation expenses incurred to receive care, undergo medical examinations or take part in a personal rehabilitation program, according to the norms and amounts it determines.
- 6.30.3. The cost of unauthorized use of your vehicle is reimbursed at 14.5 cents per kilometer.
- 6.30.4. Authorized use of your vehicle is reimbursed at .43 cents per kilometer
- 6.30.5. Public Transport is reimbursed actual cost
- 6.30.6. Taxi is reimbursed at actual cost
- 6.30.7. Parking is reimbursed at actual cost with receipts
- 6.30.8. Mohawk Self Insurance will not reimburse for the traffic violations, parking tickets.
- 6.30.9. Travel that exceeds 100 kilometers: should a worker require travel over 100 kilometers to receive medical care where as alternative medical care is available in closer proximity, reimbursement must be discussed with Mohawk Self Insurance prior to travel. If the travel is not pre-approved, the worker will be reimbursed for no more than 200 kilometers for a return trip.
- 6.30.10. It is strongly suggested claimants use the mobile service.

### 6.31. Training Allowance

- 6.31.1. (if away for more than 2 weeks and more than 50 kilometers away) **\$450.00** per week.

### 6.32. Lodging

- 6.32.1. The worker must obtain prior authority for lodging reimbursement if they choose to stay in a hotel or with family/friends. Authorization of cost is determined by each location.
- 6.32.2. Maximum allowance \$138.00 per night
- 6.32.3. Ancillary overnight allowance \$5.85 per night
- 6.32.4. Should a worker choose to stay with family/friends Will pay maximum of \$22.25 per night
- 6.32.5. The cost of meals is not generally reimbursed if the destination is within 20 kilometers from the worker's home.
- 6.32.6. Breakfast prior to 7:30 am \$10.40
- 6.32.7. Lunch prior to 11:30 am \$14.30
- 6.32.8. Dinner prior to 6:30 pm \$21.55

### 6.33. Modifications to the home adapted to residual capacity.

- 6.33.1. (e.g. wheelchair ramp, washroom modifications etc. to the maximum amount of **\$6,488.14**
- 6.33.2. The cost of ordinary (e.g. Snow shoveling, lawn mowing etc.) **\$3,241.00** per year.

### 6.34. Personal Home care

- 6.34.1. The amount payable for personal home care assistance is determined according to the standards and tables adopted by MSI by regulation but must not exceed however each situation will be determined on a case by case basis. **\$1,731.00** a month

**6.35. Child Care Expenses**

**MUST HAVE PRIOR APPROVAL BY MOHAWK SELF INSURANCE**

- 6.35.1. If a child is in day nurseries \$28.07 per child (less amount of any other social assistance)
- 6.35.2. In the home of the children or babysitter \$3.23 per hour for 1 child, \$3.74 per hour for 2 children, \$4.32 per hour for 3 children or more.
- 6.35.3. Period for 1 child \$43.23 per day for a 24 hour
- 6.35.4. Period for 2 children \$47.60 per day for a 24 hour
- 6.35.5. Period for 3 children or more \$54.05 per day for a 24 hour

**6.36. Other Indemnities**

- 6.36.1. Clothing damaged as a result of a work-related accident
- 6.36.2. An indemnity, upon the production of supporting documents, for the cleaning, repair or replacement of clothing damaged as a result of a work-related accident. **Maximum of \$ 650.00 with a \$55 deductible.**
- 6.36.3. Clothing damaged by a prosthesis or orthosis which the worker must wear subsequent to an employment injury. **Maximum of \$ 631.00 with no deductible.**  
Repair or replacement of a prosthesis or orthosis involuntary damaged as a result of a sudden and unforeseen even arising out of a worker's employment. The indemnity for repair and replacement is paid whenever the person involved is not entitled to such compensation under another plan.
- 6.36.4. Eye glass frames Maximum amount of **\$197.00 with a \$55 deductible**
- 6.36.5. Contact lenses Maximum amount of **\$94.00 with a \$55 deductible**
- 6.36.6. Other type of prosthesis or orthosis As per RAMQ

**7. SAFE MATERNITY EXPERIENCE PROGRAM**

- 7.1. Mohawk Self Insurance has a prevention program entitled "For a safe maternity experience". This program enables a pregnant or breast-feeding worker to request a reassignment or in some cases, preventive withdrawal. To apply for the program, the worker must follow the steps below.
- 7.2. To apply for the safe maternity experience program, the worker must follow the steps below.
- 7.3. A worker must see her physician or the physician in charge of health services where they work as soon as they believe that their working conditions may constitute a hazard to them or to their unborn or breast-feeding child.
- 7.4. Ask to complete the "Safe Maternity Experience Program and Reassignment Certificate for a Pregnant or Breast-feeding Worker" form.
- 7.5. If the certificate is issued by the worker's physician, he/she will need to consult the physician in charge of health services where they work or, if this is not possible, the physician designated by the public health director for the region in which their employer's establishment is located, and this before completing the form. This will allow for the worker's working conditions to be assessed, and information on any hazards in the work environment communicated to their physician. The certificate will not be considered valid until such time as this consultation has taken place. The worker's physician, in turn states that your working conditions constitute a hazard, based on your health condition and ability to work.
- 7.6. Give the medical certificate the employer. This step is mandatory, as it constitute the worker's request for reassignment. At this time, the employer may choose to modify the worker's work station or assign the worker to other tasks. If a reassignment is not possible, the worker can stop working and receive compensation until such time as they reassigned, until the fourth week prior to the programmed delivery date, or until they are no longer breast-feeding, as the case may be.

**REASSIGNMENT**

- 7.7. When a worker is reassigned to a new position, the employer will keep paying the regular wages as well as related benefits, even if the salary of the position that has been assigned is actually lower. The employer can receive a reimbursement for any difference in wages under a support program introduced within the framework of the "For a safe maternity experience" program.

**SAFE MATERNITY EXPERIENCE PROGRAM**

- 7.8. For the first (5) five days of Safe Maternity Experience Program, the employer will pay to the worker the regular salary, including all applicable benefits. Mohawk Self Insurance does not reimburse this amount. Mohawk Self Insurance starts paying the weekly indemnity after the first week 5 (five) working days thereafter, either once the worker is reassigned, or until the fourth week prior to the programmed delivery date, or until the worker resumes breast-feeding, Mohawk Self Insurance will pay an income replacement indemnity equal to 75% of the gross salary once every week.
- 7.9. MSI benefits are payable up to the 4<sup>th</sup> week prior to delivery, then QPIP (Quebec Parental Insurance Program) benefits can be accessed. "If you are not eligible for QPIP, MSI will continue paying you the indemnity until the date on which your child is born. You must send MSI the letter from QPIP specifying that you are ineligible for QPIP benefits."

## 8. OCCUPATIONAL DISEASE

### 8.1. Disease caused by toxic products or substances

Disease	Type of work
<ul style="list-style-type: none"> <li>Poisoning by metals and their organic or organic toxic compounds:</li> </ul>	any work involving the utilization, handling or other form of exposure to those metals;
<ul style="list-style-type: none"> <li>Poisoning by organic or inorganic toxic halogens</li> </ul>	any work involving the utilization, handling or other halogens and their form of exposure to those compounds:
<ul style="list-style-type: none"> <li>Poisoning by the organic and inorganic toxic compounds of boron</li> </ul>	any work involving the utilization, handling or other form of exposure to the compounds of boron;
<ul style="list-style-type: none"> <li>Poisoning by silicium and its organic or inorganic toxic compounds:</li> </ul>	any work involving the utilization, handling or other form of exposure to silicium and those compounds of silicium;
<ul style="list-style-type: none"> <li>Poisoning by phosphorous and its organic and inorganic toxic compounds::</li> </ul>	any work involving the utilization, handling or other form of exposure to phosphorous or those compounds of phosphorous;
<ul style="list-style-type: none"> <li>Poisoning by arsenic and its organic or inorganic toxic compounds:</li> </ul>	any work involving the utilization, handling or other form of exposure to arsenic or those compounds or arsenic;
<ul style="list-style-type: none"> <li>Poisoning by the organic or inorganic toxic compounds of sulfur::</li> </ul>	any work involving the utilization, handling or other form of exposure to those compounds of sulfur;
<ul style="list-style-type: none"> <li>Poisoning by selenium and its organic or inorganic toxic compounds:</li> </ul>	any work involving the utilization, handling or other form of exposure to selenium or those compounds of selenium;
<ul style="list-style-type: none"> <li>Poisoning by tellurium and its organic or inorganic toxic compounds:</li> </ul>	any work involving the utilization, handling or other form of exposure to tellurium or those compounds of tellurium;
<ul style="list-style-type: none"> <li>Poisoning by the organic or inorganic toxic compounds of nitrogen:</li> </ul>	any work involving the utilization, handling or other form of exposure to those compounds of nitrogen;
<ul style="list-style-type: none"> <li>Poisoning by the organic or inorganic toxic compounds of oxygen:</li> </ul>	any work involving the utilization, handling or other form of exposure to those compounds of oxygen;
<ul style="list-style-type: none"> <li>Poisoning by aliphatic, alicyclic and aromatic hydrocarbons:</li> </ul>	Any work involving the utilization, handling or other form of exposure to those substances.

## 9. Diseases caused by infectious agents

9.1.	Disease	Type of work
	<ul style="list-style-type: none"> <li>Bacterial coentaneous or fungus infections pyodermatosis, bacterial folliculitis, panaris, dermatomycosis, candida cutaneous infection:</li> </ul>	Any work involving contact with tissues or material contaminated by bacteria or fungi:
	<ul style="list-style-type: none"> <li>Parasitosis:</li> </ul>	Any work involving contact with humans, animals or material contaminated by parasites such as sarcoptes scabiei, pediculus humanus:
	<ul style="list-style-type: none"> <li>Anthrax</li> </ul>	Any work involving the utilization, handling or other form of exposure to wool, hair, bristles, hides and contaminated skins:
	<ul style="list-style-type: none"> <li>Brucellosis</li> </ul>	Any work related to the care, slaughtering, cutting, transport of slaughterhouse animals or any work involving contact with brucella:
	<ul style="list-style-type: none"> <li>Viral Hepatitis</li> </ul>	Any work involving contact with contaminated humans or animals, human or animal products or other contaminated substances:
	<ul style="list-style-type: none"> <li>Tuberculosis</li> </ul>	Any work involving contact with humans or animals, human or animal products or other contaminated substances:
	<ul style="list-style-type: none"> <li>Multiple warts on the hands</li> </ul>	Any work carried on in a slaughterhouse or involving the handling of animals or animal products under humid conditions. (maceration)
	<ul style="list-style-type: none"> <li>earing impairment caused by noise:</li> </ul>	Any work involving exposure to excessive noise:
	<ul style="list-style-type: none"> <li>Muscular-skeletal lesions manifested by objective signs (bursitis, tendinitis, tenosynovitis):</li> </ul>	Any work involving repeated movements or pressures over an extended period of time:
	<ul style="list-style-type: none"> <li>Illnesses caused by working in compressed air:</li> </ul>	Any work carried on in compressed air:
	<ul style="list-style-type: none"> <li>Disease caused by exposure to high or low temperatures:</li> </ul>	Any work carried on under conditions of high or low temperatures:
	<ul style="list-style-type: none"> <li>Disease cause by ionizing radiations:</li> </ul>	Any work involving exposure to ionizing radiations:
	<ul style="list-style-type: none"> <li>Diseased caused by vibrations:</li> </ul>	Any work involving vibrations:
	<ul style="list-style-type: none"> <li>Retinitis:</li> </ul>	Any work involving electro-welding or acetylene welding:
	<ul style="list-style-type: none"> <li>Cataract caused by non-ionizing radiation:</li> </ul>	Any work involving exposure to infrared radiation, microwaves or laser beams.

## 10. SKIN DISEASES CAUSED BY OTHER AGENTS OTHER THAN INFECTIOUS AGENTS

Disease	Type of work
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- Irritative Contact Dermatitis Any work involving contact with substances such as solvent, detergent, soap, acid, alkali, lubricant or other irritating agent.
- Allergic Contact Dermatitis Any work involving contact with substances such as nickel, chrome, epoxy, mercury or antibiotic and other allergens;
- Dermatoses caused by plants Any work involving contact with plants
- Dermatoses caused by mechanical action Any work involving friction or pressure
- Dermatitis caused by tar, pitch, asphalt, mineral oils, anthracene and its compounds, products, and residues of those substances (photodermatitis, folliculitis, dyaschromia, epithelioma or paraneoplastic lesions) Any work involving the utilization or the handling of tar, pitch, asphalt, mineral oils, anthracene or their compounds or products and residues.
- Dermatitis caused by ionizing radiations (radiodermatitis) Any work involving exposure ionizing radiations
- Cutaneous telangiectasia Any work performed in aluminum plants, involving repeated exposure to ambient air in potrooms.
- Dermatitis caused by oil or grease (chemical Folliculitis) Any work involving the utilization or handling of oil and grease.

#### 10.1 SKIN DISEASES CAUSED BY PHYSICAL AGENTS

DISEASE	TYPE OF WORK
• Hearing impairment caused by noise	Any work involving exposure to excessive noise
• Muscular-skeletal lesions manifested by objective signs (bursitis, tendinitis, tenosynovitis)	Any work involving repeated movements or pressures over an extended period of time
• Illnesses caused by working in compressed air	Any work carried on in compressed air
• Disease caused by exposure to high or low temperatures	Any work carried on under conditions of high or low temperatures
• Disease caused by ionizing radiations	Any work involving exposure to ionizing radiations
• Disease caused by vibrations	Any work involving vibrations
• Retinitis	Any work involving electro-welding or acetylene welding
• Cataract caused by non-ionizing radiation	Any work involving exposure to infrared radiation, microwaves or laser beams.

#### 11. LUNG DISEASE CAUSED BY ORGANIC AND INORGANIC DUST

11.1. Disease	Type of work
• Asbestosis, lung cancer or Mesthelioma caused by asbestos:	Any work involving exposure to asbestos fibre:
• Bronchopneumopathy caused by dust from hard metals:	Any work involving exposure to the dust of hard metals:
• Siderosis:	Any work involving exposure to iron oxide and iron dust:
• Silicosis:	Any work involving exposure to silica dust:
• Talcosis	Any work involving exposure to talc dust:

- Byssinosis: Any work involving exposure to cotton, flax, hemp or sisal dust:
- Extrinsic allergic Alveolitis: Any work involving exposure to an agent recognized as causing extrinsic allergic alveolitis:
- Bronchial asthma: Any work involving exposure to a specific sensitizing agent:

## **12. Administrative Review and APPEAL PROCESS<sup>1</sup>**

- 12.1.** Mohawk Self Insurance on The Job Injury Program includes an administrative review and appeals process which: Respects the need to resolve divergences as soon as possible; Allows for the participation of the worker, employer and Mohawk Self Insurance team in the identification of a solution and to recognize the available options.
- 12.2.** The employers and workers must communicate their concerns and recommendations for resolution of the conflicts as soon as possible. In cases where a worker or an employer are not in agreement with a decision regarding a claims decision or a return to work program, either party may request an administrative review to the Director of the Kahnawà:ke Labor Office. The Director of KLO in consultation with the MSI portfolio Chief will review the appeal and make recommendations for the resolution of the conflict.
- 12.3.** The administrative review and appeal form will be completed and given to the Director of the Kahnawà:ke Labor Office within 30 (thirty) calendar days of the incident using the Mohawk Self Insurance program administrative review and appeals from MSI-15.
- 12.4.** Appeals form will be provided at the MSI office.
- 12.5.** The claimant will deliver the completed and signed administrative review and appeals form to the Director of the Kahnawà:ke Labor Office. The review may include Disability Management representative and any other professional and or consultant that the Director of the Kahnawà:ke Labor Office considers necessary.
- 12.6.** If necessary a meeting will be convened within 30 (thirty) calendar days following receipt of the signed and completed administrative review and appeals form. The resolution (answer) will be communicated to all parties within (5) five business days of the decision by registered letter.
- 12.7.** If the worker is still unsatisfied with the decision, the worker has 30 (thirty) calendar days to file an Arbitration hearing with the Kahnawà:ke Communal Arbitration Procedure using the form called "The Agreement to Submit to Arbitration".

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<sup>1</sup> Approved by MCED # 34 – 2017/2018

## **DEFINITIONS**

### **Accidental Bodily Injury**

An unexpected and sudden injury suffered by a worker while performing his/her regular duties for the employer, but not limited to physical injuries only.

### **Actively at Work**

A worker is actively at work at any time in which he/she performs all of the usual and customary duties of their occupation where the employer's business requires the worker to be for the scheduled number of hours for that day.

### **Alimentary debts**

Alimony, debts to other MCK programs, court order debts, child support, delinquent mortgage payments to MCK, fines to PK's and other debts

### **Beneficiary**

Shall mean a person who may be entitled to a benefit: 1) The spouse and children 2) Spouse only 3) Children only 4) Where there is no spouse and no children, the parents.

### **Child**

Shall mean a person who is natural child or legally adopted child of an eligible worker and or such worker's spouse and any other person in respect of whom a worker and/or such worker's spouse stand in loco parentis and is claiming such a dependent for income Tax purposes or would qualify under the income Tax Act (Canada).

- a) Such child is under age 22 (twenty-two) years, or ,
- b) Is under age 25 (twenty-five) years and is a full time student at an accredited educational institute.

### **Consolidation**

Means the healing or stabilization of a work related injury.

### **Consumer Price Index (C.P.I.)**

Is the yearly average computed on the basis of the monthly consumer price index in Canada, (Montreal area) established by Statistics Canada for the 12 (twelve) month period preceding November 1 (one) of each year. Not to exceed (three) 3%

### **Description of Hazards**

The hazards covered under this program are injuries sustained by a worker while performing the normal and regular duties, which pertain to the workers occupation.

### **Earnings**

The rate of wage or earnings (may or may not include bonuses, commissions and overtime) earnings the worker received from the employer immediately prior to the commencement of disability.

### **Employer**

Means a person who, under contract of employment or of apprenticeship, uses the services of a worker for the purposes of his/her establishment.

### **Employer's Obligation**

Employers are responsible for providing a safe and healthful workplace for their employees. Employers are obligated to re-instate an injured worker after his/her injury has consolidated. Employers are obligated to assist in any way possible to modify a work station to accommodate an injured worker.

### **Employee Benefits**

Refers to the employment and social portion that an employee may be entitled too. The employer's portion of the injured workers benefits are to be maintained and paid for by the employer for the duration of his/her injury up to the time that he/she returns to work. These benefits to include but not limited to; Private Pension Plan, Group Insurance plan, etc...

### **Future Economic Loss**

For an individual covered under the Mohawk Self Insurance program and who has been permanently injured the difference between the injured workers earning prior to the accident and his expected future earnings.

### **Injury**

Whenever used in this program, means bodily injury caused by an accident occurring while this program is in force as to the worker whose injury is the basis of the claim and resulting directly or independently of all other causes in loss covered by the program provided such injury is sustained under the circumstances and in the manner described in description of hazards.

### **Insurable Earnings**

Every year the Maximum Insurable Earnings are set on the 1<sup>st</sup> day of January of each year. Mohawk Self Insurance utilizes the provincial program actuarial rates.

### **Kahnawà:ke Worker**

"Kahnawà:ke Worker" means a worker domiciled in the Territory of Kahnawà:ke;

### **Medical Expenses**

Expenses incurred by the worker following an accidental bodily injury or occupational illness/disease for medical treatment, must be accompanied by a referral from a licensed medical professional.

### **Medical Treatment**

Necessary services or supplies which must be provided in the treatment of an accident bodily injury or occupational disease.

### **Mohawk Council of Kahnawà:ke Safety Committee**

A committee designated by the Mohawk Council of Kahnawà:ke to set up safety regulations to better ensure the safety of all workers on the Mohawk Territories.

### **Mohawk Self Insurance Claims Officer**

Adjudicates and administers the claimants file, The Mohawk Self Insurance Claims Officer roles is to ensure that employers and workers are fully aware of their roles in regards to the mandate of the program.

### **MOHAWK SELF INSURANCE Client Information Administrator**

First contact Person responsible for signing up new clients, providing policy and program information, registration forms, employees and employer forms, premiums rate information, invoicing, processing premiums payment and primary cashier for Social Development Unit.

### **KLO FINANCE MANAGER**

The KLO Finance Manager develops, coordinates and manages all aspects of Mohawk Self Insurance program and its policies, constantly ensuring that a sound and optimal program is provided to the Mohawk Council of Kahnawà:ke and to the Community.

### **Occupational Safety & Health Inspectors**

A person hired by the Mohawk Council of Kahnawà:ke to provide injury prevention and to enforce the safety regulations. The Safety and Health Inspector conducts random daily assessments and reports on the safety conditions of any applicable project site, job site, job location, and work site in order to prevent on the job injuries and promote awareness of on the job safety practices.

### **Non-paid Volunteers**

Where volunteers are involved and coverage is provided this will include projects (housing construction) where volunteers are working. The names of volunteers must be provided to Mohawk Self Insurance and premium paid on the minimum wage in force at the time.

### **Occupation**

Means each and every occupation or task assigned by the employer that the worker is engage in for wage or profit or as a volunteer on the date of the accident.

### **Occupational Safety and Health office**

The KLO department responsible for providing injury prevention, inspections, safety education, training, information material.

### **Occupational illness/Disease**

Occupational illness/disease means an illness/disease contracted out of or in the course of work and characteristic of that work or directly related to the risk peculiar to that work.

### **Part-time/On-Call Workers**

Non-permanent part time or seasonal employees.

### **Permanent Total Disability**

A worker is totally disabled if the worker is wholly prevented by an accidental bodily injury or an occupational illness/disease from performing any work for compensation or profit for any gainful occupation.



### **Physician**

A qualified physician or surgeon duly licensed to practice medicine, and other licensed professional and medical specialists. The physician that is in charge must be Member of college du Medecins.

### **Preventative Leave (Safe Maternity Experience Program)**

A pregnant worker may apply for this program, if her workplace becomes a danger to her and/or her unborn child. This must be confirmed by a licensed medical physician and meet the criteria of Mohawk Self Insurance.

### **Proof of Claim**

All accidents must be reported to the Mohawk Self Insurance office by completing the appropriate forms. Such report must be submitted to the Mohawk Self Insurance Claims Officer no later than 5 days after the accident. Failure to report any accident may result in denial of the claim.

### **Quebec Worker**

"Quebec Worker" means a worker domiciled outside the Territory and not from the Territory of Kahnawà:ke;

### **Recurrence, Relapse or re-aggravation**

A worker who suffers recurrence, a relapse or an aggravation of the original injury after consolidation has been established has 6 months to file a claim. Each case will be analyzed on an individual basis.

### **Self Employed Person**

Meaning a one person owner business that has NO workers.

### **Spouse**

The spouse is a person who, on the date of the death of a worker is either married to, or in a civil union with, and cohabits with the worker, or lives with the worker in a de facto union whether the person is of the opposite or same sex, and has been living with the worker for not less than three years, or one year if a child has been born or is to be born of their union, or is publicly represented as the workers spouse.

### **Students**

Students are eligible for benefits for work projects, summer student programs, if the student other-wise fulfills the definition of "worker".

### **Suitable Employment**

Means an appropriate employment that allows a worker who has been injured to use his/her remaining ability to work and his/her vocational abilities, that he/she has a reasonable chance of obtaining.

### **Termination of Employment**

Occurs at the time a person ceases to qualify under the definition of worker, or the date the worker ceases to be actively at work, whichever is the earlier.

### **Territory of Kahnawà:ke**

- 1° all lands contained within the area commonly known as Kahnawà:ke Indian Reserve No. 14;
- 2° if applicable:

- a) any lands added to the lands identified in subsection 1;
- b) any lands set aside for the use and benefit of the Mohawks of Kahnawà:ke in accordance with section 36 of the *Indian Act* (Revised Statutes of Canada, 1985, chapter I-5);
- c) any public lands placed under the management or administration of the Mohawks of Kahnawà:ke;
- d) following an agreement with the communities concerned, all lands contained within the area commonly known as Doncaster Indian Reserve No. 17 and any lands added to those lands;

"Territory covered by the present Agreement" or "Territory" means the Territory of Kahnawà:ke and the whole of the Honoré-Mercier Bridge;

### **Valid Reason**

In the context of missed medical appointments, If a worker misses an appointment he/she must have a valid reason or just rationale, recognized valid reasons are; death in the family, called to jury duty, incarceration, severely ill (with Dr. note) etc....

### **Worker**

Worker means a person who works in the territory of Kahnawà:ke for an employer, but does not include a self-employed person.

### **13. WHAT TO DO IN CASE OF AN ACCIDENT**

- 13.1.** Promptly notify your supervisor or management about a work-related injury or illness and get necessary forms **MSI-3 “Physician’s Report”**, to have completed at hospital/clinic. **MSI-1 “Workers Injury Report”** should also be completed by the claimant or by a designated person if the claimant is unable due to injury. **MSI-2 “Employer’s Form”** should be completed by the employer which should be completed by a supervisor.
- 13.2.** There is normally a fee charged from the physician at the hospital/clinic for completing the form, pay the fee and get a receipt, which you will be reimbursed by MSI.
- 13.3.** Please advise hospital that all charges are to be sent to Mohawk Self Insurance or by contacting our office to get more details (450-632-9595), extension 61329 speak with Claims Officer.
- 13.4.** All injuries must be reported even if there is no medical attention required at the time of accident/incident. MSI-2 “Employer’s Form” and check off the NON-Recordable Injury box at top right page
- 13.5.** Notify MSI office by contacting the office 450-632-9595 **within 5 days or going directly to the office** with necessary papers **MSI-1 “Workers Injury Report”**, **MSI-2 “Employer’s Form”**, **MSI-3 “Physician’s Report”** in order for the file to be reviewed. Failure to comply within the time limit may jeopardize or delay a claim. Should an accident/incident occur outside of the normal working hours of MSI (Monday to Friday, 8:30 to 4:00 p.m.), please call the next day to make a phone report at 450-632-9595, Extension 61329 or Emergency # 514-239-2195.
- 13.6.** You are responsible to sign all documents required by MSI in order to access further medical information MSI-5 **“Claimant’s Responsibilities”** and **MSI- 7 “Authorization for Disclosure of Medical Information”** form.
- 13.7.** Day of injury, your employer is responsible to pay 100% of your gross salary,
- 13.8.** On the first day of the injury, the employer is obliged to pay the injured worker the full day’s wages including benefits the day of the injury, regardless of what time of day during the regular work day the injury occurred. The injured worker is then to immediately report to Mohawk Self Insurance office and complete the necessary forms to submit a claim. The employer is to provide the forms to the injured worker and assist the injured worker in the completion of the forms. Upon verification and investigation of the injured workers claim, Mohawk Self Insurance shall commence paying the weekly indemnity payments from the second day of the injury, providing that the claim is accepted. All claimants must have a medical release to return back to work.
- 13.9.** **You are responsible to let your supervisor know when you can be expected back to work** if the injury has caused you to miss work.
- 13.10.** Keep in touch. Contact your supervisor and Mohawk Self Insurance if there is any change in the status of your recovery.
- 13.11.** All original medical notes should be hand delivered to MSI for the claim file. MSI will notify your employer/human resources department of any additional time off and send copies to your employer.
- 13.12.** You are responsible to cooperate in your recovery process **MSI-19 “Claimant’s Responsibilities”** which MSI will explain to you upon submission of your claim.
- 13.13.** Failure to complete all information and required signatures on **the MSI forms MSI-1 “Workers Injury Report”, MSI-2 “Employer’s Form”, MSI-3 “Physician’s Report”** will result in delay of claim. **MSI will not review claim without all papers signed and submitted.**
- 13.14.** You are responsible to comply with all treatment being outlined by your physician and MSI.
- 13.15.** You must personally pick up your weekly cheque at the MSI office every Thursday between 1:00 p.m. to 4:00 and any other day from 8:30 a.m. to 4:00 p.m. Certain exemptions for clients who are physically unable to come in due to accident or medical restriction by physician.
- 13.16.** MSI requires a signed medical release from your physician for you to return to work.