

Cathy Pike

Maternity Leave and the Unemployment Insurance Commission

Our maternity leave clause (Article 35) states that two months after an employee's return to work from maternity leave the University shall reimburse in a lump sum the difference between the UIC maternity benefits received and the employee's normal salary for the duration of the UIC Maternity benefit period.

We were first informed that there was a problem with this clause by Local One at UBC, who told us that management at UBC was attempting to remove their maternity leave clause from their contract during the present round of their negotiations, and that UBC's chief negotiator, Bob Grant, had contacted UIC suggesting that the UIC investigate women who had received benefits as provided for in their contract. (UBC's contract is similar to ours, except that the benefit paid by the University is payable upon return to work, rather than after two months of employment.) Local One told us that Bob Grant had suggested that UIC also investigate women at SFU. Apparently, UIC was led to believe that Bob Grant was involved in SFU's negotiations as well as UBC's and that both universities were actively attempting to remove the maternity leave article from their contracts with the two union locals. It would appear that we have Mr. Grant to thank for UIC's investigation of women who received benefits under our contract.

The AUCE Provincial organized joint local meetings to discuss the situation. AUCE Local One informed us that when they and UBC first negotiated this clause in 1974, union representatives had first investigated the clause with representatives of UIC. The union representatives had been told that because their clause dictated that the University paid supplemental benefits after the period in which UIC benefits were received and in the form of a lump sum, and that such benefits were not considered earnings but rather as a bonus. AUCE Local One was also told at the time that this "baby bonus" was a negotiable item outside of the Commission's jurisdiction and was viewed as an incentive to individual employees to encourage them to return to work. The Provincial office contacted the representative from UIC, a Mr. Latrimouille, with whom UBC's management had talked, who said that he could not understand how the Union could have been given such misinformation. He reaffirmed his statements that an employer could not pay additional monies to women who collect UIC and said that UIC may even want to track down all women who had collected maternity benefits from the University and ask them for re-payment.

The Unemployment Insurance Regulations do, however, exclude certain payments from the definition of earnings. Section 172 of the Regulations allow for payments under a "supplemental unemployment benefit (SUB) plan" to workers receiving UIC benefits, provided that the plan meets with the Commission's approval. The conditions of approval are not stated in the Act nor in the Regulations provided for in the Act. They are simply Commission policy. The Provincial office contacted a Mr. McIntyre in Ottawa, in charge of Coverage and Control at UIC to discuss the guidelines for SUB plans. The guidelines state that SUB plans are to supplement Unemployment Insurance benefits "during temporary periods of unemployment due to lack of work, illness or pregnancy." But further on in the guidelines are listed "Unacceptable Limitations - Plans which only cover unemployment due to illness and pregnancy will not be approved. All plans must cover unemployment due to a shortage of work." Mr. McIntyre stated that this limitation had been added last June and would not send the reason for this addition, stating that it was internal policy.

In the meantime, the matter of maternity leave had been raised in our own negotiations by C. Buchanan who stated that SFU had been contacted by the Burnaby UIC branch. He read us a letter sent by the University to the Burnaby UIC in which the University stated that Mr. Grant of UBC did not represent Simon Fraser University in any of its relations, nor was SFU "actively attempting" to remove the maternity leave article from the contract, and that the contract provision for maternity benefits in SFU's contract with the union was different from UBC's. The letter pointed out that the university and union had already initialled the clause, and asked that UIC discuss the matter with SFU. Buchanan expressed the hope that UIC would not investigate women from SFU and that our contract provision could remain. He asked us to consider authorizing the university to postpone payment of the contract benefit until the issue was resolved.

The union called UIC on April 7. The representative now doing Mr. Latrimouille's job, a Mr. Sonnenberg told us that UIC had not yet made a decision on any case, that they had not decided how far back to collect, that they had not decided whether or not to treat SFU's clause differently from UBC's, that they would act on all cases at once when they did act, and that they could not tell us when they would be making their decision.

It appeared from negotiations on April 13, however, that the university was getting somewhat more specific information. Tom King reported that from his discussions with UIC it appeared that they definitely intended to collect from women who received benefits from January 1976 on, that the only reason they had not yet collected was that they were waiting for the results of the current union-university negotiations and that people who claimed for benefits in the past may not be charge with fraud, but that this was something UIC was "looking at". In the light of the different information being given to the union and the university, the union felt it would be helpful to have UIC meet with both the university and ourselves at the same time. A meeting was set up through the university for April 22.

At this meeting of the three groups, a number of points were made. The university stated at the outset that they were prepared to live up to their contractual obligations to pay the benefit (i.e., the difference between the employee's normal salary and the UIC benefit. They stated later in the meeting, however, that if the union took the position that the contract wording obliged them to pay the employee's entire salary for the period of maternity leave, should UIC recover the UIC benefit, the university would then take the position that they were not obliged to pay anything at all. (The question here is one of the interpretation of the words "difference between" UIC benefit and normal salary where UIC decides that there should be no UIC benefit.)

Mr. Sonnenberg stated that:

our benefit fit the definition of "earnings" in the UI Act, i.e., that the monies received resulted from employment;

UIC was waiting to find out what we were going to do about women who were eligible for the benefit now, and what we were going to negotiate before acting. The union asked what bearing what we intended to negotiate would have on their decision regarding women who had already received benefits, and did not receive a clear answer. UIC merely stated that if the article stayed in the contract, they would take the same approach to past and present claimants, i.e. they would recover the money;

terms of repayment were 25% of the total owing per payment;

our clause was not illegal, we were free to negotiate whatever we liked, but it resulted in an overpayment which they would recover;

UIC was not raising the question of fraud "at this point"*;

should a woman choose not to claim the benefit from the university, UIC might still attempt to recover the UI benefits paid to her as the UI Act includes monies "payable" as well as "paid" in the definition of earnings! UIC described this as a "narrow interpretation of the Act".

Mr. Sonnenberg had no knowledge of the fact that Mr. Latrimouille had stated in a meeting with UBC and SFU that UIC would not collect monies for the period prior to January 1976, and that UIC could collect for the entire period of our contract.

The union has since met with a lawyer and met with the women involved. The lawyer did not feel that we had to worry about the question of fraud, but has written two letters for our use to protect against any possible question of fraud - one to be sent to UIC with the initial application for UIC benefits, and another to be sent to them upon receiving the benefit provided for in the contract. He felt that the UIC representative's statement about monies "payable" being grounds for recovering the money (even if the contract benefit were not paid) could be ignored. He suggested that we write a new article, making no reference to maternity and to UIC, as an alternative to the article we now have. He also felt that the SUB plan's exclusion of maternity only as an acceptable plan was discriminatory, and could possibly be challenged in the courts.

A public meeting was held on May 25th, organized by AUCE and the Service Office and Retail Worker's Union of Canada to discuss this issue with other unions and women's groups. A brief was prepared for this meeting with an explanation of the UI Maternity Benefits provisions, a discussion of SUB plans, a history of the problem that has arisen at UBC and SFU and an appendix with copies of the relevant sections of the Act and Regulations. This brief is available from the Provincial office of AUCE. The Vancouver Sun reported on Saturday June 4, that "The Public Sector Employees' Coordinating Council is pressing the federal government to amend the Unemployment Insurance Act so women workers may collect maternity leave benefits to supplement UIC payments." (This council, which comprises 11 unions representing 100,000 public service employees in B.C. is raising this issue because the AUCE Provincial, as a member union, brought it to their attention. The Provincial Secretary-Treasurer attends their meetings.)

To date (June 6) we have heard nothing further from UIC. We are faced with the decision of what to negotiate. One of the problems in writing a new article is that decisions of the UIC interpreting sections of the Act and Regulations are not available in the library for the period from 1974 on. Only some of the decision subsequent to 1974 are available at the Unemployment Insurance offices

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The Union pressed them to explain how an employee could possibly be charged with fraud, and asked them to tell us at what point in the application and receiving of benefits a fraudulent statement could have been made. They agreed that on the actual application for UI benefits, the question of fraud could not arise since the applicant does not know for sure that she will be returning to the University, or that she will work for two months following the return to work, or that the money will actually be paid. They agreed that the question of fraud could not arise in filling out the cards, since the cards ask if you have received earnings (not if you may receive earnings that UIC may decide to relate to the period of unemployment). And they agreed that there was no form sent out by UIC asking women after they return to work whether or not they received earnings respective of that period. But they did feel that the former claimant who received the benefit provided for in the Contract after two months employment should have sent a letter to UIC advising them of that fact, and that they would expect such a letter in the future.

Perce.

The LRB ruled in July 1976 that the part time temporary workers at SFU, mostly students, were in the bargaining unit, and drew up a letter of agreement outlining the terms. Local 2 refused to sign the letter because some of the terms were detrimental to the student workers, and appealed the ruling, but lost, and the order ~~was~~ became into effect on December 31, 1976. Immediately the University took advantage of the provisions of the Letter of Agreement to establish new wage rates below the basic schedule for work not classified in the existing scales, and set up two new wage categories, called Grades 0 and 1, with Grade 0 enjoying minimum wage. Perhaps we should have had a mass walkout at this point, but instead the local appealed to the Board of Governors, to no avail, and concentrated on negotiating ~~proper~~ ^{appropriate} ~~terms~~ terms for these workers.

This move by the University administration made the part-time temps resentful toward the Union, in many cases, and some of those who ~~were~~ recognized that the administration was the real enemy were afraid to become active in the Union for fear of reprisals from supervisors. There was, and still is, no seniority list for temps who work less than 15 full working days, so hiring is quite arbitrary. Few student temps came out to meetings called to set up contract demands for workers in their category, and to the dismay of the Contract Committee, the student council approached the administrator with proposals that a seniority system would be discriminatory if it applied to part time temps who were students.

The Union did not succeed in any of its proposals which would have regulated hiring practices, and in fact the admin. seems to be floundering about, trying hiring through department, then hiring through Personnel, then through Manpower, and never eliminating

the objectionable favoritism and nepotism. We had no success in getting pay in lieu of benefits for the p/t temps, so ~~they~~ they still present a cheaper source of work than full-time workers, to the detriment of both groups. Wages for Grades 0 and 1 are raised somewhat under the contract, but workers are still classified in these grades unjustly, and the grievance has not yet gone to arbitration.

Of course, there is confusion over how the AIB will cost the raises given to these grades (\$3.00 to \$4.44/hour for Grade 1) ~~in~~ in view of the fact that the raise is not really a raise at all but a restoration.

To sum up, the picture is dismal - students ^{workers} fearful of becoming involved with the Union, administration slaking their non involvement and choosing to save money by instituting punitive measures that affect this group, and full-time workers ~~seeking~~ trying to win a contract that will be fair to the p/t temps without ~~making~~ much input from the temps themselves.

Canadian Union of Public Employees
Local 951

University of Victoria

We were certified in 1965 as bargaining agents for the Office and Technical Employees of the University of Victoria, and we have had six contracts to date. The last one accepted September 7th, 1977 (retroactive to April 1st, 1977).

Our membership totals 465. Dues are \$8.00 per month. Day to day business of the Local is conducted by an Executive committee consisting of President, 1st Vice-President, 2nd Vice-President (Library Affairs), 3rd Vice-President (Chief Steward), Secretary, Recording Secretary, Treasurer, two members at large, and ten Shop Stewards who are assigned to major classification components. Our membership is active in Local affairs and our regular monthly meetings provide a good forum for an interested dialogue.

Negotiations with the University are carried out between our own committee, which is elected, and a University committee appointed by the Board of Governors on advice from the President of the University from senior administrative officers.

Our contract settlements have never been rolled-back or altered by the A.I.B. Whereas it may be true that our wage levels are slightly below others locally, we feel that the difference is offset by our working conditions and relationship with the University. For example, we are allowed 1½ hours without loss of pay to attend regular meetings during a working day and reasonable additional paid time to attend special meetings. Grievances are almost without exception satisfactorily resolved without resorting to formal procedures.

The mutual respect between the University and Local 951 can best be demonstrated by our "No Strike, No Lockout" clause agreed to in 1976.

Submitted by
E.M. Kowalchuk
President
Local 951

A.I.B. CHANGES IN CHRETIEN'S BUDGET

The Liberal Government made the following changes to the A.I.B. Regulations.

1. Decreased allowable increases by 2.4%

	<u>Before</u>	<u>After</u>
Basic Protection Factor	4%	6%
National Productivity Factor	2%	
Catch-up Factor (a)	<u>2.4%</u>	<u> </u>
TOTAL	8.4% ⁺ 2%	6% ⁺ 2%
Maximum Increase Allowed	10.4%	8.0%
Minimum Increase Allowed	6.4%	4.0%

(a) Section 46 of the regulations stated that if inflation exceeded 6% between October 76 and October 77, the difference between the actual increase in the CPI and 6% would be "tacked onto" settlements in the 3rd program year.

Note: The government has eliminated the 2.4% catch-up factor.

In 1977 settlements averaged 7.9% and the CPI has increased 8.5%. Real wages have fallen by .6%.

In 1978, settlements will average about 5.8% and the CPI will increase between 6.5% and 8%. Therefore, real wages will fall between .7% and 2.2%.

The controls have produced pay cuts for 2 years.

2. Controls end for contracts terminating after April 14, 1978

Contracts that terminate before April 14, 1978 will still be under controls for another year.

Contracts becoming effective under controls cannot be re-opened or changed without the A.I.B. prior agreement.

Contracts with effective dates of January 1, 1977 cannot avoid controls by negotiating 18 month agreements that terminate soon after controls end. The A.I.B. is based on guideline years and in the example given on the previous page the first six months of a new agreement would still be under controls even though the effective date is July 1, 1978

COLA's ZAPPED

A.I.B. officials have advised us that the Regulations are about to be changed so as to virtually ban COLA clauses from contracts covered by the AIB.

Other Loopholes

All other loopholes will apparently be continued until the end of the program including the \$600 per year minimum wage increase.

Research Department
Canadian Union Of Public Employees
October 21, 1977

NOTICE:

There will be a meeting on Friday, October 14 at 7:30 p.m. at the Provincial office to discuss the up-coming Universities and Colleges Conference to be held on October 28 and 29.

In case you don't know, all of the participating unions are entitled to send 3 delegates from each of their locals - including AUCE locals of course. The conference will be the first of its kind held in the province and it will be the first time that unions of colleges and universities in the province will have gotten together to discuss areas of common concern such as Bill 82 and other legislation that affects all of us. Hopefully, this conference will bring us closer together and we will be more effective as a result in combatting adverse legislation. It is very important that AUCE locals be fully represented at this conference.

The meeting on Friday is being held to discuss, mainly, what AUCE's contribution will be. AUCE has been slated to make special reports to the conference on maternity leave, student assistants, temporary workers and government programs. These reports should be discussed and it should be decided who will present them at the conference.

Each local is to have a written report on their local prepared as soon as possible to be sent in to the Provincial office for duplication for the conference. Please get this in as soon as possible if you haven't already done so. Include such information as who you represent, how many members you represent, how many contracts you have and some of the major aspects of your contracts, and anything you may think may be of mutual interest to other unions - such as whether the AIB has affected you, student summer job programs, Bill 82 or whatever.

The main reason why I'm sending this blurb right now is so that delegates to the Provincial Executive meeting know of the Friday night meeting. Will you please attend the meeting yourselves or find out if your local is sending anyone to the Friday night meeting?

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Cross-local packages (newsletters, etc.) should be brought for distribution to the other locals at the Executive meeting.

4th-8th Nov.

P.S. - Sorry this agenda is late but I got sick with the cold that's going around and missed some work.

Judy