



**association of university and college employees**

December 7, 1982

L.A.N. Publications  
Suite 800  
181 University Avenue  
Toronto, Ontario M5H 2E5

Dear Friends:

Re: Paid Maternity Leave

I read, with interest, your article on the above subject in the July, 1982 issue of Contract Clauses. To my knowledge, our union was the first in Canada to obtain paid maternity leave for our members.

During the course of negotiations of our first collective agreement in 1974 the following article was signed:

"In case of pregnancy, a continuing and sessional employee shall not lose seniority entitlements. She shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated in her former position and the employer shall pay the difference of the benefits received and the employee's monthly salary."

"Upon request, the employee shall be granted up to three (3) months leave of absence without pay, subject to extension upon application to the Personnel Department. Upon return to work the employee shall be reinstated in a position of equal salary range without loss of seniority entitlements."

Subsequent to the signing of the article we engaged in a lengthy battle with the Unemployment Insurance Commission, who maintained that our members violated the UIC Act when they subsequently received monies from the employer which they did not report at the time of claiming Maternity Benefits. UIC referred to our benefit as akin to a "wage loss insurance plan". The case made its way up to the Federal Court of Appeal where, by their decisions A-256-79, A-257-79 and A-258-79 dated October 9, 1979, they found:

"... the entitlement to the reimbursement arises upon return to work. The return to work is a condition precedent to payment. Therefore, and for the reasons set out in the Yu case, I have concluded in this case also that the Umpire was correct in deciding that subject payment should be allocated to the periods after the claimant returned to work."

continued ...



In 1982, our Maternity article is as follows:

Article 30.07 Maternity Leave

- (a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. If eligible, she shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated in her former position.
- (b) After completing six (6) months service, following return to work after maternity leave, employees will be paid by the University the difference of the benefit received from Unemployment Insurance and the employee's monthly salary for the period of time Unemployment Insurance benefits were received. Provided the employee has received the benefit mentioned above, the University will pay to the employee her salary for the two-week waiting period for Unemployment Insurance. If the employee does not apply for, or qualify for, Unemployment Insurance benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave.
- (c) Upon request, the employee shall be granted up to three (3) months leave of absence without pay (Article 30.01), subject to extension upon application to the Employee Relations Department. Upon return to work the employee shall be reinstated in her former position according to Article 30.01.

Article 30.08 Continuing Part-Time Employee Benefits

(f) Maternity Leave (Article 30.07)

Continuing part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article 30.07.

Continuing part-time employees who are paid by the hour shall receive pay for Maternity Leave according to the average number of hours worked per month in the previous year.

I do read, from time to time, articles on maternity leave clauses other unions are getting and this is wonderful. I do feel proud however, that our independent, Canadian union was able to gain this most important article in our first collective agreement. It has been modified slightly over the last 8 years. I would advise you too, that our sister local at Simon Fraser University has a similar article with the exception that the waiting period is 2 weeks while ours is 6 months.

Yours truly,

Carole Cameron  
Union Organizer  
AUCE Local 1