

**Guaranteed Wages, Company Unemployment Benefits and the
New Unemployment Insurance Act**
**Salaire garanti — prestations de chômage et législation
nouvelle**

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Volume 11, Number 2, March 1956

URI: <https://id.erudit.org/iderudit/1022647ar>

DOI: <https://doi.org/10.7202/1022647ar>

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Publisher(s)

Département des relations industrielles de l'Université Laval

ISSN

0034-379X (print)

1703-8138 (digital)

[Explore this journal](#)

Cite this article

Owen, C. (1956). Guaranteed Wages, Company Unemployment Benefits and the New Unemployment Insurance Act. *Relations industrielles / Industrial Relations*, 11(2), 98–111. <https://doi.org/10.7202/1022647ar>

Article abstract

The purpose of this article is to continue the study of the factors involved in the possible co-ordination of unemployment insurance with the varied schemes entitled, "Guaranteed Wages", to amplify some of the issues that have been already raised, and to base the analysis on the new Unemployment Insurance Act, which came into operation in October, 1955. Also, special regard will be paid to the principle of the limited financial liability of the company involved in guaranteed wage proposals, and its possible implications for unemployment insurance.

Guaranteed Wages, Company Unemployment Benefits and the New Unemployment Insurance Act

C. F. Owen

The purpose of this article is to continue the study of the factors involved in the possible co-ordination of unemployment insurance with the varied schemes entitled, "Guaranteed Wages", to amplify some of the issues that have been already raised, and to base the analysis on the new Unemployment Insurance Act, which came into operation in October, 1955. Also, special regard will be paid to the principle of the limited financial liability of the company involved in guaranteed wage proposals, and its possible implications for unemployment insurance.

Since the negotiations between the UAW and the U.S. automobile industry resulting in the formation of the Ford and General Motors Supplemental Unemployment Benefit Plans, similar schemes have become established in Canada. The United Steelworkers have negotiated agreements for company unemployment benefits with the American and Continental Can Companies, and the United Automobile Workers have concluded plans with Massey-Harris-Ferguson Company, Electric Auto-Lite and General Motors of Canada. These articles have been confined to the Ford and General Motors Plans, which appear to have established a general pattern adhered to by other companies both in the U.S.A. and Canada, in order to facilitate presentation. All these plans are identical in their basic provisions, especially those relating to costs and the liability of the companies. An interesting exception to this general rule is that in the company plans concluded by the United Steelworkers the

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(1) This article is a continuation of the article, "Guaranteed Wages and Unemployment Insurance in Canada", published in *Industrial Relations*, September, 1955.

maximum period of possible benefits is one year and not six months. The Unemployment Insurance Commission will probably be called upon to make a ruling on company supplemental unemployment benefit plans in October when the first payments may be made.

Introduction

The comparative analysis of Canadian and U.S. unemployment insurance systems made in the previous article suggested that because unemployment insurance in Canada is administered by the Federal Government, it could be felt that many of the problems arising from the U.S. pattern of state unemployment insurance systems do not exist in Canada. It was contended that the statement in the Unemployment Insurance Act, that receipt of a guaranteed wage would make an individual ineligible for unemployment insurance, would not apply to the type of plans established by the Ford Motor Company and General Motors Corporation in the U.S.A., and that if an individual satisfied certain basic requirements of the Act he could simultaneously receive unemployment insurance benefits and payments from company schemes based on those of Ford and General Motors. However, it was suggested that even assuming that there would be no legal obstacles to the receipt of both unemployment insurance and company benefits, in practice the actual integration of unemployment insurance with either guaranteed wage or company supplemental unemployment benefit plans would raise complex issues involving fundamental unemployment insurance principles, cost and administrative factors.

Legal Factors

The new Unemployment Insurance Act makes no reference to either guaranteed wage schemes or company supplemental unemployment benefit plans. The new Act, however, still clearly states, as was indicated in the former Act, that an insured person would be disqualified from receiving benefits if he failed to prove he was available for work and/or neglected to avail himself of an opportunity of suitable employment.²

It is still contended in this article that if the primary requisite of the Act, that an individual actively seeks new employment, is satisfied, then it will be possible to obtain unemployment insurance and company supplemental unemployment benefits simultaneously.

(2) Please see sections 54 (2) and 59 (1) of the Unemployment Insurance Act.

Allowable Earnings

A novel feature of the current Act is that contributions and benefits are calculated on a weekly and not daily basis. This has the very interesting implication that an individual is only defined as being employed if he works a full working week, i.e. in fact he may be employed for part of a week and yet be categorized as being unemployed as far as the Act is concerned, and therefore eligible for benefits. The Act states, "For the purposes of this Act, a person is unemployed during a week if he does not work a full working week."³ The earnings allowed per week, while remaining eligible for employment insurance, are shown in the following table. The weekly benefit of an insured person will be reduced by the amount of earnings in excess of these allowable earnings.

Table 1 — Person without a dependent

Weekly Unemployment Insurance Benefit	Earnings not deducted	Company benefit to be added to Unemployment Insurance⁴ (Ford Plan)
\$13.00	\$ 5.00	\$ 3.20 to 6.80
15.00	6.00	4.80 to 8.40
17.00	7.00	6.40 to 10.00
19.00	9.00	8.00 to 11.60
21.00	11.00	9.60 to 13.20
23.00	13.00	11.20 to 25.00

Person with a dependent

\$18.00	\$ 5.00	\$ 0.00 to 1.80
21.00	6.00	0.00 to 2.40
24.00	7.00	0.00 to 3.00
26.00	9.00	1.00 to 4.60
28.00	11.00	2.60 to 6.20
30.00	13.00	4.20 to 25.00

(3) Ibid, section 57 (1).

(4) In practice the company supplemental unemployment benefits may be less than these amounts if the trust fund is not adequate to pay the full benefits which, subject to the \$25.00 maximum, when added to unemployment insurance will provide total unemployment compensation equal to 60% of normal wages.

(This table is based on page 23 of Bill 328, 'An Act respecting Unemployment Insurance'.)

There have been certain suggestions that this provision of the Act would apply to payments from company unemployment benefit schemes, and that therefore an eligible person will be able to receive unemployment insurance and company payments simultaneously. As shown in the table 1, it is quite true that in practice benefits paid by companies may not exceed the levels of non-deductible earnings allowed by the Act. Also, it is the opinion of the writer, as previously indicated and for reasons to be discussed, that it will be possible under the new Act, as in the former Act, to obtain company unemployment benefits without being made ineligible for unemployment insurance.

However, it is maintained here that the provision for permitting limited earnings will NOT apply to payments received from company supplemental unemployment benefit schemes. This is important because increases in benefits as a result of any factor (a larger trust fund, increases in wages and similar changes in the rates of company benefits) without parallel changes in allowable earnings would mean that an employee could become ineligible for unemployment insurance. IF company benefits increased beyond allowable earnings, reductions would be made in the amount of unemployment insurance, and this could be continued to a point where no unemployment insurance was being received. In other words, an employee would be receiving company benefits, but not company benefits and unemployment insurance together.

The term earnings is generally associated with payments received for current services rendered. In the case of individuals receiving company unemployment payments no services are being provided.

Much more important is the fact that earnings or wages are paid by the company to employees, whereas supplemental unemployment benefits will be paid from a trust fund. While the company will have made the payments into the trust fund, the monies thereupon cease to belong to the company. Any influence exercised by the company over the finance will be only as a trustee. Insofar as company benefits will be paid after services have been rendered by employees, and that these payments will be made from a trust fund, there would appear to be a close parallel between the administration and financing of company supplemental benefit schemes and pension plans. If this is true, any remaining doubt as to whether it will be possible to receive both unemployment insurance and company payments would be dispelled because the Unemployment Insurance Commission specifically states:

“Income of this sort (pensions) is not earnings and does not disqualify you from receiving benefit when you are unemployed”.⁵

Cost Factors

As in the previous legislation, the new Unemployment Insurance Act maintains the policy that benefits as a percentage of earnings are greater for low wage than for high wage earners. Similarly, the duration of benefits differ extensively according to the amount of contributions that have been paid. If a company were to consider guaranteeing wages, or a percentage of wages larger than that provided by unemployment insurance benefits, the company would find that it would be involved in a liability that varied with each employee. Viewing his labour force as a whole, the employer could find that each employee differed in his unemployment insurance entitlements (i.e. weekly rate multiplied by number of weeks in which the individual is eligible). As a result, the actual benefit which the company would have to pay (assuming that unemployment insurance and company benefits could be received simultaneously), in order to bring the person's total unemployment compensation to the guaranteed amount, would similarly vary between each employee. *It is suggested that as a result of the complex pattern of unemployment insurance entitlements which could exist in the company's labour force, and especially in view of the uncertainty of economic trends, it would be extremely difficult if not completely impossible to make a specific calculation of the cost of the guaranteed wage plan.* In order to gauge the cost implications of a plan, a union or company would have to calculate the maximum cost to which a scheme could extend, although in practice the cost could be less if employees had high unemployment insurance payments due to them, or business conditions and employment levels were more stable than those originally allowed for.

In contrast, as will be discussed later, the method of financing used in the Ford and General Motors Plans automatically avoids these problems. Under these plans the full liability of the Company is known and the cost can be determined in advance.

(5) Workers Handbook on Unemployment Insurance (Ninth Edition), issued by the Unemployment Insurance Commission, section 26.

Table 2 — A Person without a dependent

Average Weekly Earnings	Weekly Unemployment Insurance Benefit	Unemployment Insurance as % of Earnings	Cost of making up benefits to average Earnings	Cost of making up benefit to 60% of average Earnings
\$27.00 to 32.99	\$13.00	48.1 to 39.4	\$14.00 to 19.99	\$ 3.20 to 6.80
33.00 to 38.99	15.00	45.5 to 38.5	18.00 to 23.99	4.80 to 8.40
39.00 to 44.99	17.00	43.6 to 37.8	22.00 to 27.99	6.40 to 10.00
45.00 to 50.99	19.00	42.2 to 37.3	26.00 to 31.99	8.00 to 11.60
51.00 to 56.99	21.00	41.2 to 36.8	30.00 to 35.99	9.60 to 13.20
57.00 to 92.00	23.00	40.4 to 25.00	34.00 to 69.00	11.20 to 32.20

Person with a dependent

\$ 0.00 to 1.80	\$ 9.00 to 14.99	66.7 to 54.6	\$18.00	\$27.00 to 32.99
0.00 to 2.40	12.00 to 17.99	63.6 to 53.9	21.00	33.00 to 38.99
0.00 to 3.00	15.00 to 20.99	61.5 to 53.3	24.00	39.00 to 44.99
1.00 to 4.60	19.00 to 24.99	57.8 to 51.0	26.00	45.00 to 50.99
2.60 to 6.20	23.00 to 28.99	54.9 to 49.1	28.00	51.00 to 56.99
4.20 to 25.20	27.00 to 62.00	52.6 to 32.6	30.00	57.00 to 92.00

(This table is based on pages 14 and 20 of Bill 328, "An Act respecting Unemployment Insurance".)

The relations between benefits and earnings under the 1955 Act are shown in table 2. As a result of changes in the categories of weekly earnings these new rates are not completely comparable to past rates. However, there is no doubt that generally benefits are now a higher percentage of earnings. As a result, the amount of additional benefit required to provide an income equal to normal earnings, or a certain percentage of earnings, is less. This illustrates the basic principle that the exact payment by the company depends directly on the level of unemployment insurance benefits.

Wage Changes and Unemployment Insurance

In the postwar years there has been a great deal of discussion on the effects of inflation in depreciating the value of wages, pensions and unemployment insurance. The lesser value of unemployment insurance benefits, as a result of inflation, undoubtedly created dissatisfaction with the benefit rates existing at the time. Relatively less attention has been paid to the impacts of wage increases on unemployment insurance benefits. Yet, the relationships between wages and unemployment insurance are important, and now have a particular significance for the integration of unemployment insurance and guaranteed wage or company benefit schemes.

As already indicated, unemployment insurance as a percentage of wages decreases as one moves from low weekly earnings to higher wages. Accordingly, the size of supplemental benefits, to ensure a minimum income larger than that received from unemployment insurance, increases with higher paid workers. *The effects of wide-spread wage increases is to move up large sections of the labour force to unemployment insurance categories where unemployment benefits are smaller relative to wages.* In 1946 and 1950 the maximum income permitted to remain insurable under the Act was changed to \$3120 (formerly \$2400) and \$4800 respectively. If these changes had not been made a large part of the labour force would have become uninsurable, and not eligible for any benefits, as a result of increases in the general level of wages. Also, wage increases, even within the same unemployment insurance category, without comparable increases in unemployment insurance, mean that larger additional company benefits would have to be paid to maintain the same proportion of total unemployment compensation to average wages. Viewed in a different way, if the general level of wages in a company's labour force becomes higher, increases must also take place in unemployment insurance and/or company supple-

mental benefits if the previous ratio between unemployment compensation and wages is to be maintained for the new level of income. The effects of either of these situations for the employer would, of course, depend on the nature of the agreement with employees. Where an actual guarantee had been made the employer would have a much greater financial outlay. In the case of the Ford and General Motors type plans, the company would be immediately involved in no extra liability. In this instance the larger benefit payments would lead to the more rapid depletion of the fund. This, of course, could well produce the situation of the union negotiating for increased contribution by the company into the trust fund.

The Principle of Company Limited Financial Liability

One of the basic objections put forward against the early guaranteed wage proposals of both the United Automobile Workers and the United Steelworkers was that the plans could impose a heavy financial obligation on a company at the very time, i.e. adverse business conditions, when it was least capable of carrying extra burdens. It will be remembered that the main reasons for the Ford Motor Company's rejection of the U.A.W.'s 1955 proposals were based on this consideration.⁶ As a result, one of the most important features, if indeed not the primary feature, of the Ford and General Motors Supplemental Unemployment Benefit Plans is the method of financing which imposes a strict limit to the liability of the Company. In both these plans the Company's contribution to the Trust Fund is set at a contribution of five cents per hour for which each covered employee receives pay. Accordingly, at any date, the size of the Trust Fund from which benefits may be paid will be determined solely by the amount of contributions made by the Company minus the total of benefits paid out. *If no funds remain, no benefits can be paid and the Company is not bound to any extra contributions.* This is clearly indicated in both the Ford and General Motors Plans:

"Without limiting the foregoing, no Benefit shall be payable from the General Fund except as stated in the plan, and the Company shall not be obliged to provide for any benefit or payment not provided for in the plan, or to make any contribution to the General Fund not specifically provided for in the Plan, even though the assets in the Fund should be insufficient to pay Benefits to which eligible persons would

(6) Please see statement quoted on page 249, "Guaranteed Wages and Unemployment Insurance in Canada", *Industrial Relations*, September, 1955.

have been entitled under the Plan were the assets of such Fund adequate to pay such benefits; and the Union shall not call upon the Company to make or provide for any such benefit or payment.”⁷

This method of financing, with its specific limit to the company's liability has another implication. The possible development, referred to in the previous article, that there may be concern to ensure the ability of a company to finance a guaranteed wage plan that it had negotiated with its employees, would not apply to plans such as those established by Ford and General Motors. *The essential characteristic of these schemes is that the Company has absolutely no liability to pay benefits or part of benefits.* The company's liability is restricted to a specific and limited contribution into the Trust Fund. The total cost of the Company's payment, of 5 cents per hour worked by each employee eligible to participate in the Plan, can be previously determined by accounting methods similar to those for calculation of the general wage bill.

Company Liability and Unemployment Insurance

It now appears to be generally accepted that among the chief causes for the demand for guaranteed wages in the United States was wide-spread dissatisfaction with the state unemployment insurance systems. This consideration is specifically acknowledged by the Ford Motor Company.⁸ Furthermore, the attitude that the Company's Plan is essentially a *supplement* to unemployment insurance, and designed to make up inadequacies in the level of benefits, is shown in the provision that, in any state, if unemployment insurance payments increase to such a point that fewer than 25 per cent of employees with sufficient credit units for full benefits would be entitled to Company Benefits of \$2 or more, the Plan would be discontinued in that state.

It is suggested here that company supplemental unemployment benefit plans which, because of their fundamental characteristics, do not guarantee benefits, could stimulate renewed claims by both unions and companies for changes in unemployment insurance payments. Failure to obtain company benefits, because of insufficient time to build up the

(7) General Motors Supplemental Unemployment Benefit Plan, Article X, Section 1 (a).

(8) Ford Motor Company publication, "The Ford Supplemental Unemployment Benefit Plan", Introduction by John S. Bugas, Vice President — Industrial Relations.

fund or large demands upon the fund, especially by employees who have accumulated a substantial number of credit units, could produce considerable discontent in the labour force.

Conclusions

One of the most significant aspects of the company unemployment plans is that a precedent has been established. As for as the unions are concerned a basis has been set for further negotiations with management. The present plans are unlikely to have resolved the issue of the guaranteed wage itself, for the simple reason that they are not guaranteed wage schemes. Accordingly, it is highly probable that we have only just completed the first phase of a controversy that may last over a number of years. However, for employers any attempts by unions to increase the guarantee nature of the company benefits would create the prospect of greater financial liability for the companies concerned. As indicated in these articles, specific guarantees of benefits could involve a company in substantial outlays with the great problem that the exact limit of the company's liability would not be specifically known. It may well be that the actual guarantee of wages or benefits on the one hand, and the limited financial liability of the company on the other, represent two irreconcilable issues.

Any general assessment of company unemployment benefit plans and the guaranteed wage principle must be based on considerations other than cost factors or financial liabilities. If the existing plans, or some variation of them, are permanently acceptable to the unions, both parties could gain substantially from improved labour relations. Furthermore, the example of companies acting in this manner to combat the effects of business fluctuations may lead to a new evaluation of the problem of unemployment. While opposing the UAW's guaranteed wage proposals the Ford Motor Company clearly indicated that one of the reasons for the formulation of its own alternative plan, was the desire to mitigate the effects of periodic unemployment.⁹ Fluctuations in total employment and production are caused by a complex pattern of many and varied factors. As a result, it is not possible to claim that particular actions by individuals or organizations could solve the problem of unemployment. However, there is no doubt that business management can play an especially important role in action against the business cycle and seasonal variations in unemployment. To the extent

(9) Please see statement quoted on page 243, "Guaranteed Wages and Unemployment Insurance in Canada", *Industrial Relations*, September 1955.

that the system of company supplemental unemployment benefit plans indicate or stimulate management consciousness to the merits of *general* action by companies to alleviate unemployment, economic and social advantages may emerge which would be of much more consequence than the immediate matter of providing an addition to unemployment insurance.

Certainly, a completely new dimension has been added to the subject of industrial relations. Only future events will show whether this new factor will add to, or decrease, union-management understanding.

SOMMAIRE

SALAIRE GARANTI, PRESTATIONS DE CHOMAGE ET LEGISLATION NOUVELLE

Depuis l'établissement de plans de prestations additionnelles d'assurance-chômage aux compagnies Ford et General Motors, à la suite des négociations menées par la U.A.W. et l'industrie de l'automobile aux Etats-Unis, d'autres systèmes similaires ont déjà été mis en vigueur au Canada. Tous ces plans ont des dispositions de base identiques et particulièrement celles qui ont trait aux coûts et à la responsabilité des compagnies. Une intéressante exception à cette règle générale existe dans les plans de compagnies conclus par les Ouvriers Unis de l'Acier: la période maxima de prestations possibles est d'un an et non de six mois.

Le but de cet article est de poursuivre l'étude des facteurs impliqués dans la coordination possible de l'assurance-chômage avec les différents plans intitulés « Salaires garantis », de développer des résultats qui ont déjà été soulignés et de baser cette analyse sur la nouvelle Loi d'assurance-chômage qui devint en vigueur en octobre 1955. De plus, une attention toute spéciale sera consacrée au principe de la capacité financière de payer de la compagnie impliqué dans ces offres de salaire garanti et à ses conséquences possibles pour l'assurance-chômage.

FACTEURS LÉGAUX

La nouvelle loi d'Assurance-chômage ne fait aucune allusion à l'un ou l'autre des plans de salaires garantis ou des prestations additionnelles d'assurance-chômage sur le plan de l'entreprise. La nouvelle loi, cependant, tout comme la loi antérieure, établit encore clairement qu'une personne assurée deviendrait incapable de recevoir les prestations si elle s'était abstenue de se montrer disponible pour travailler et/ou si elle avait négligé de profiter de toute offre d'emploi pouvant lui convenir.

Il est encore affirmé dans cet article que si la principale condition requise, à savoir: qu'un individu se mette activement à la recherche d'un nouvel emploi, est

remplie, alors à ce moment, il y aura possibilité de jouir de l'assurance-chômage et de prestations additionnelles d'assurance-chômage, simultanément.

GAINS ALLOUABLES

Une particularité nouvelle de la Loi présente est que les contributions et les prestations sont calculées sur une base hebdomadaire et non quotidienne. Ceci comporte une implication très intéressante, à savoir qu'un individu est considéré comme étant employé s'il travaille une semaine complète de travail, i.e. il peut être employé pour une partie de la semaine et être quand même dans la catégorie des « sans-travail » en autant qu'il s'agit de la Loi, et par le fait même, il est admissible aux prestations.

Certaines suggestions ont été faites pour que cette disposition de la Loi s'applique aux paiements provenant des plans de prestations de chômage sur le plan de l'entreprise et par conséquent une personne éligible pourra ainsi recevoir les paiements de l'assurance-chômage et les prestations de compagnie simultanément.

Cependant, il est affirmé ici que la clause qui alloue des gains limités ne s'applique pas aux montants provenant des plans de prestations additionnelles d'assurance-chômage sur le plan de l'entreprise. Ceci est important parce que les augmentations de prestations résultant d'un facteur quelconque, (fonds de réserve plus vaste, augmentations de salaires et autres changements similaires dans les taux de prestations de compagnie) sans changement parallèle dans les gains allouables pourraient rendre un employé non admissible à l'assurance-chômage. Si les prestations de compagnie augmentent au-delà des gains allouables, des réductions seraient faites sur le montant de l'assurance-chômage; on ira même jusqu'à ne pas allouer d'assurance-chômage. En d'autres termes, un employé pourrait recevoir des prestations de compagnie seulement et non et les prestations de compagnie et l'assurance-chômage ensemble.

Le terme « salaire » est généralement associé à l'idée de paiement pour services courants rendus. Dans le cas d'individus recevant des prestations de chômage sur le plan de l'entreprise, aucun service n'est requis. Ce qui est encore plus important, c'est le fait que les gages ou salaires sont payés par la compagnie aux employés alors que les prestations additionnelles de chômage proviennent du fonds de réserve. Tant que les prestations sur le plan de l'entreprise seront versées après que des services auront été rendus par des employés, il semblerait alors exister un parallèle immédiat entre l'administration et le financement de plans de prestations additionnelles d'assurance-chômage et les plans de pension. Si ceci est vrai, tout doute à savoir s'il sera possible de recevoir et l'assurance-chômage et les paiements de compagnie, devrait disparaître parce que la Commission d'Assurance-chômage indique spécifiquement qu'un revenu, tel que les pensions, ne constitue pas un salaire et n'empêche pas un individu de jouir de l'assurance-chômage.

FACTEURS DE COÛT

Tout comme dans la législation antérieure, la nouvelle Loi d'assurance-chômage maintient la politique qui veut que les prestations (au pourcentage des salaires) soient plus élevées pour les petits salariés que pour les travailleurs à revenus supérieurs. De la même façon, la durée des prestations varie grandement selon le montant des contributions versées. Si une compagnie devait songer à garantir les salaires ou les prestations, elle réaliserait qu'elle assumerait ainsi une responsabilité considérable et indéfinie.

Au contraire, comme il en sera question plus loin, la méthode de financement en usage dans les Compagnies Ford et General Motors évite automatiquement ces problèmes. Selon ces plans, la responsabilité entière de la Compagnie est connue et le coût peut en être déterminé à l'avance.

Selon la nouvelle Loi d'assurance-chômage, les prestations constituent un plus haut pourcentage des salaires: comme résultat, le montant des prestations requis pour constituer un revenu égal au salaire normal, ou un certain pourcentage des salaires, est moindre. Ceci illustre bien le principe de base, à savoir que le paiement exact de la compagnie dépend directement du niveau des prestations d'assurance-chômage.

CHANGEMENTS DE SALAIRES ET ASSURANCE-CHÔMAGE

Les relations entre les salaires et l'assurance-chômage sont importantes et ont maintenant une signification particulière pour l'intégration de l'assurance-chômage et du salaire garanti ou des plans de prestations sur le plan de l'entreprise.

Comme il a été souligné antérieurement, l'assurance-chômage en tant que pourcentage des salaires diminue dès qu'un individu passe d'un salaire inférieur à un salaire supérieur. Les augmentations générales de salaires ont pour effet de faire tomber bon nombre de travailleurs dans les catégories d'assurance-chômage dont les prestations sont plus faibles comparativement aux salaires. Aussi, des augmentations de salaires, même au sein de la même catégorie d'assurance-chômage, sans augmentation comparable d'assurance-chômage, signifient que des prestations additionnelles plus importantes sur le plan de l'entreprise devraient être versées pour maintenir la même proportion entre la compensation totale de chômage et la moyenne des salaires. Les conséquences sur l'employeur de l'une ou l'autre de ces situations dépendraient de la nature du contrat existant avec ses employés. Là où une garantie réelle a été assurée, l'employeur aurait des déboursés plus importants à effectuer. Dans le cas de plans tels que ceux de Ford et de General Motors, aucune responsabilité supplémentaire n'incomberait à la compagnie. Par exemple, plus la part de paiement de prestations est grande plus rapidement le fonds est amoindri. Ceci pourrait fort bien amener l'union à négocier une augmentation des contributions de la part des compagnies au fonds de réserve.

PRINCIPE DE RESPONSABILITÉ FINANCIÈRE LIMITÉE DE LA COMPAGNIE

L'une des particularités les plus importantes, sinon la primordiale, des plans de prestations additionnelles d'assurance-chômage des Compagnies Ford et General Motors est la méthode de financement qui impose une limite précise à la responsabilité de la compagnie. Dans ces deux plans, la contribution de la compagnie au fonds de réserve est fixée à cinq cents pour toute heure travaillée et payée et cela pour chaque employé couvert. En conséquence, à n'importe quelle date, le volume du fonds de réserve duquel les prestations seront payées sera déterminé par le montant des contributions de la compagnie moins le total des prestations déjà payées. *S'il n'existe plus de fonds, aucune prestation ne peut être versée et la Compagnie n'est liée à aucune autre contribution.*

Cette méthode de financement, avec sa limite précise de responsabilité pour la Compagnie, comporte une autre implication. Le développement possible dont il a été question dans l'article précédent, à savoir qu'il y aurait avantage à assurer la capacité d'une compagnie à financer un plan de salaire garanti qu'elle a négocié avec ses employés, ne s'appliquerait pas à des plans tels que ceux établis par les Compagnies Ford et General Motors. *La caractéristique essentielle de ces plans consiste en ce que la Compagnie n'a absolument aucune responsabilité de payer les prestations ou une part des prestations.* La responsabilité de la Compagnie est restreinte à une contribution spécifique et limitée au fonds de réserve. Le coût total du paiement de la Compagnie (cinq cents par heure travaillée par chaque employé admissible pour participer à ce Plan), peut être déterminé d'avance par des méthodes de comptabilité similaires à celles utilisées pour le calcul ordinaire des salaires.

RESPONSABILITÉ DE LA COMPAGNIE ET ASSURANCE-CHÔMAGE

Il semble maintenant être généralement accepté que la cause principale de demande en faveur du salaire garanti aux Etats-Unis est le mécontentement général

provenant des systèmes d'assurance-chômage. Cette considération est spécifiquement reconnue par la Compagnie Ford Motor.

On suggère ici que ces plans de prestations additionnelles de chômage sur le plan de l'entreprise, à cause de leurs caractéristiques fondamentales ne garantissant pas des prestations, pourraient stimuler des demandes renouvelées et par les unions et par les compagnies dans le but d'obtenir des changements dans les paiements d'assurance-chômage. D'autre part, l'impossibilité d'obtenir des prestations sur le plan de l'entreprise, à cause de l'absence de temps pour construire le fonds ou des demandes trop abondantes surtout de la part des employés qui ont accumulé un nombre substantiel de crédits, pourrait provoquer un mécontentement important de la part des travailleurs.

CONCLUSIONS

Un des aspects les plus significatifs des plans de prestations de chômage sur le plan de l'entreprise est que ce précédent a été établi. Pour ce qui concerne les unions, une base a été jetée en vue de négociations ultérieures avec la gérance. Ces plans-ci n'ont toutefois sûrement pas résolu la question du salaire garanti lui-même et cela pour la simple raison qu'ils ne sont pas des plans de salaires garantis. En conséquence, il est hautement probable que nous ayons seulement complété la première phase d'une controverse qui peut durer un certain nombre d'années. Cependant, pour les employeurs, toute tentative de la part des unions en vue d'accroître le caractère de garantie attaché aux prestations sur le plan de l'entreprise pourrait laisser entrevoir une responsabilité financière plus grande pour les compagnies concernées. Il se pourrait bien que d'une part la garantie actuelle des salaires ou prestations et d'autre part la responsabilité financière limitée des compagnies soient deux solutions irréconciliables.

Toute fixation de plans de prestations de chômage sur le plan de l'entreprise et le principe du salaire garanti doivent être basés sur des considérations autres que celles des facteurs de coût ou de responsabilité financière. Si les plans existants ou leurs variantes sont acceptables par les unions et de façon permanente, les deux parties bénéficieraient de relations ouvrières améliorées. Encore plus, l'exemple de compagnies agissant de la sorte pour combattre les effets des fluctuations des affaires pourrait amener une nouvelle évolution du problème du chômage. En s'opposant aux propositions de salaire garanti de l'U.A.W., la Compagnie Ford Motor a voulu montrer clairement qu'elle avait formulé son propre plan dans le but d'adoucir les effets du chômage périodique. Les fluctuations dans l'emploi et la production totale sont causées par un ensemble complexe de facteurs nombreux et variés. Comme résultat, ce n'est pas possible de prétendre que certaines actions de la part d'individus ou d'organisations peuvent résoudre le problème du chômage. Toutefois, il n'y a aucun doute que la gérance peut jouer un rôle particulièrement important dans la lutte contre les fluctuations cycliques et les variations saisonnières de l'emploi. Jusqu'à ce que le système des plans de prestations additionnelles de chômage incite ou stimule la direction à prendre conscience de la nécessité d'une action *générale* de la part des compagnies pour adoucir le chômage, des avantages économiques et sociaux peuvent ressortir; ces avantages pourraient être d'une conséquence plus importante que celle de fournir immédiatement un supplément à l'assurance-chômage.

Il n'y a aucun doute qu'une véritable nouvelle dimension a été ajoutée aux relations industrielles. Seuls les événements futurs vont nous montrer, si ce nouveau facteur va soit accroître, soit diminuer la compréhension patronale-ouvrière.