The original documents are located in Box 38, folder "Pregnancy Disability" of the American Citizens Concerned for Life, Inc., Records at the Gerald R. Ford Presidential Library.

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newsfeature

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U.S. report cautions doctors on job risks facing pregnant

Chicago Sun-Times

CHICAGO—Most pregnant working women can stay on the job safely until they go into labor and return several weeks after giving birth, a federal report says. However, physicians must be made aware of possible workplace hazards so they can advise pregnant women correctly, the report recommends.

Some pregnant workers may expose themselves unwittingly to work hazards that can endanger their babies' lives, the report warns.

The document, released last week, was prepared by the Chicago-based American College of Obstetricians and Gynecologists under contract to the U.S. Department of Health, Education and Welfare (HEW). The medical group cautioned that the report is intended for use by doctors, not by the general public.

Nonetheless, the document contains a set of precautions that women can be urged to take if they have potentially hazardous jobs. The report also urges some modificaitons in the working environment to take pregnancy into account.

Among these is a recommendation that pregnant women be moved away from heavy concentrations of chemicals in the air, because pregnant women breathe more rapidly than others.

In general, however, the report says most women can continue to work while they are pregnant.

Among the hazards that pregnant working women should be protected from are:

Infectious agents of many kinds, including those commonly found in hospitals and bacteriology laboratories.

Waste anesthetic gases usually plentiful in the air in hospital operating rooms.

Trace amounts of a wide variety of heavy metals, including mercury, lead and cadmium.

Dangerous organic chemicals such as PCBs. The report concludes that working women exposed to PCBs should be discouraged from breast feeding if the doctor thinks that their milk may have been contaminated.

Extreme heat and humidity.

Smoking and even casual exposure to cigarette smoke.

Although most women can continue to work, the report cautions that the workplace may have to be modified for pregnant women.

They should be permitted, for instance, to change from the sitting to standing position frequently to relieve stress on their backs. Employers may need to make changes in workbench heights and other features of the workplace.

The inclosed article regarding Susan Dolter appeared in St. Anthony Messenger, May, 1979.

This type of criticism is often directed at pro-life groups. May I ask for your considered comments on this subject, i.e., that pro-life groups do not support the Susan Dolter's of this world?

Genevieve T. Ertelt

Mrs. Charles Ertelt
229 Old Niskayuna Road
Latham, New York 12110

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UNWED MOTHER-TEACHER SUES SCHOOL

Principal claims violation of Christian morals

A Dubuque, Iowa, Catholic school is being sued by a former teacher who was dismissed because she was unmarried and pregnant.

Susan Dolter, 27, an English teacher at Wahlert High School, filed a complaint with the Iowa Civil Rights Commission, asking for her back unemployment pay which was withheld by the school because Dolter was dismissed "for conduct not in the best interest of her employer."

An earlier ruling by the Des Moines Job Service found that Ms. Dolter's conduct had not been willful and deliberate and that pregnancy did not affect her teaching qualifications.

In 1978, Ms. Dolter told the school principal, Father Joseph Herard, she was pregnant and they arranged a leave of absence. Ms. Dolter was offered a contract for the next school year on the condition that no fellow teachers find out about her pregnancy. The contract was rescinded when word leaked out.

Father Herard said that Ms. Dolter's pregnancy violated moral and Christian standards, and asked for her resignation or dismissal.

The next step in the litigation is the civil courts.

Ms. Dolter is now supporting herself and son Stephen by substitute teaching in public schools. The local chapter of the National Organization for Women (NOW) has taken up a collection to help her pay her legal expenses. Ms. Dolter had refused to consider an abortion as a means of keeping her job.

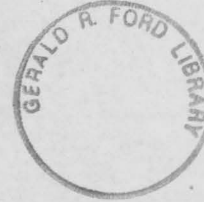
In an interview with the *National Catholic Reporter*, Dolter said she found it ironic that NOW, and no pro-life Church group, came to her support.

BAPTISTS, CATHOLICS MEET FOR DISCUSSION

Some Protestant denominations look toward unity

Southern Baptists and Catholics had a two-day dialogue in Pass Christian, Mississippi, the first such meeting in the state's history, the Catholic weekly *Mississippi Today* reported.

"As the largest denominations in the country, we have an obligation as a bare minimum to under-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July 21, 1978

TO: EdiEditatial Editor, New York Times

FROM: Marjory Mecklenburg

RE: Your Editorial of 7-18-78 on the Pregnancy Disability Bill, H.R. 6075

You may be interested in knowing that American Citizens Concerned for Life was one of the original members of the Campaign to End Discrimination Against Pregnant Women. ACCL is a national citizens action organization committed to developing more creative and humane alternatives than abortion to address the problem of unwanted pregnancies.

We view passage of H.R. 6075 as an important step toward our goal of providing a supportive environment for women and children. We believe that Rep. Beard's freedom of choice amendment to the Pregnancy Disability Bill is a reasonable legislative compromise on the issue of whether to mandate or forbid abortion coverage in employee medical benefits plans. On balance, we would also strongly support the bill if such an amendment cannot be enacted.

Airline sued over policies on pregnancy

North Central Airlines' policies on leaves and benefits for pregnant stewardesses are being challenged in a lawsuit filed Tuesday by the federal Equal Employment Opportunities Commission.

At issue are requirements that pregnant flight attendants take unpaid leaves of absence, return to work within 180 days of childbirth, pay their own health insurance benefits while on leave and pass a company physical when they return.

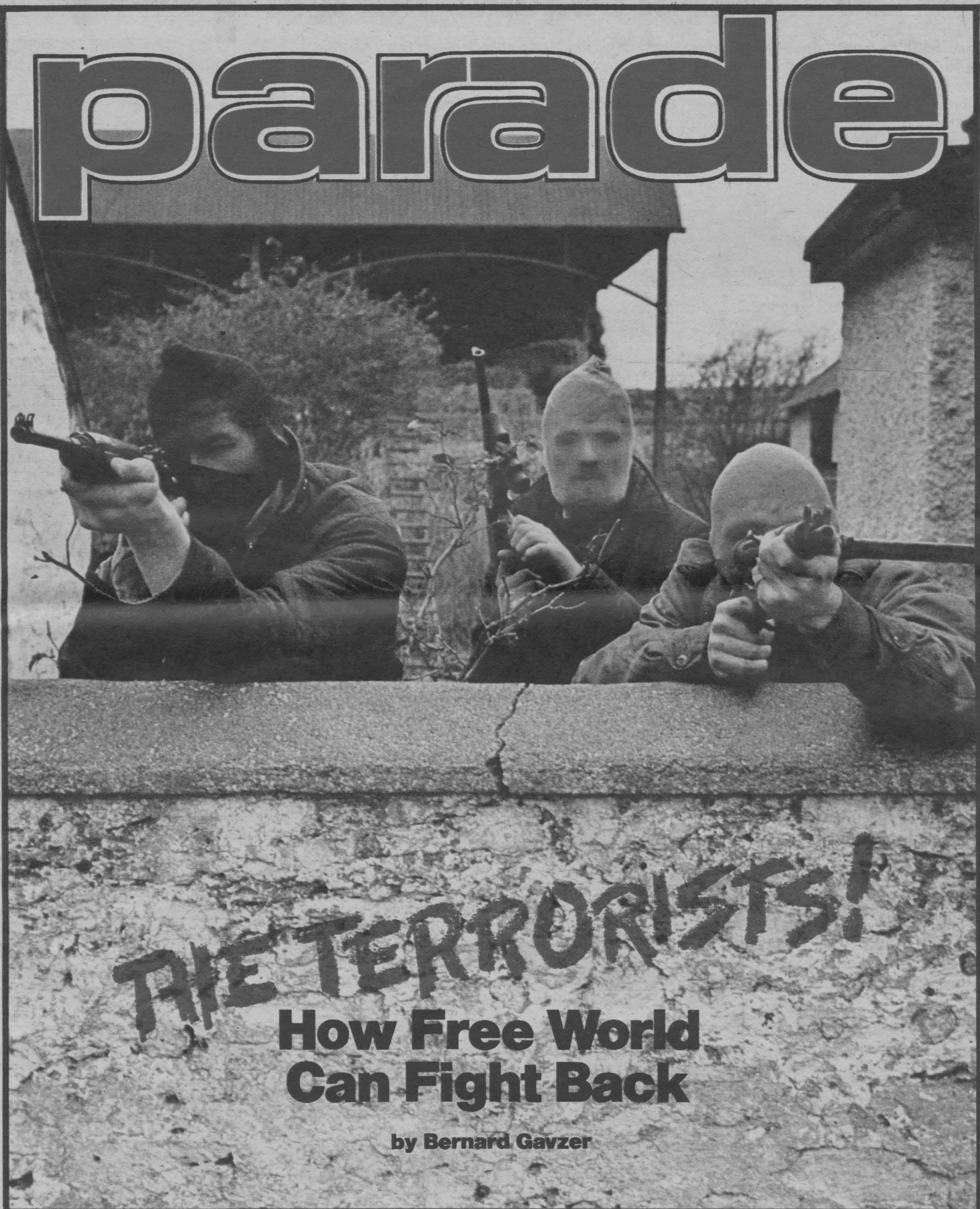
In a similar case filed last week, three Minnesota-based stewardesses sued Braniff Airways. They charged that the company's old requirement for forced maternity leaves violated Minnesota's Human Rights Act.

The lawsuit against North Central, involving violations of the federal Civil Rights Act, was filed in federal court in Minneapolis.

Mpls Star 5/30/79

MAY 20, 1979

The Washington Post



Pregnant Workers Have a Tough Ally

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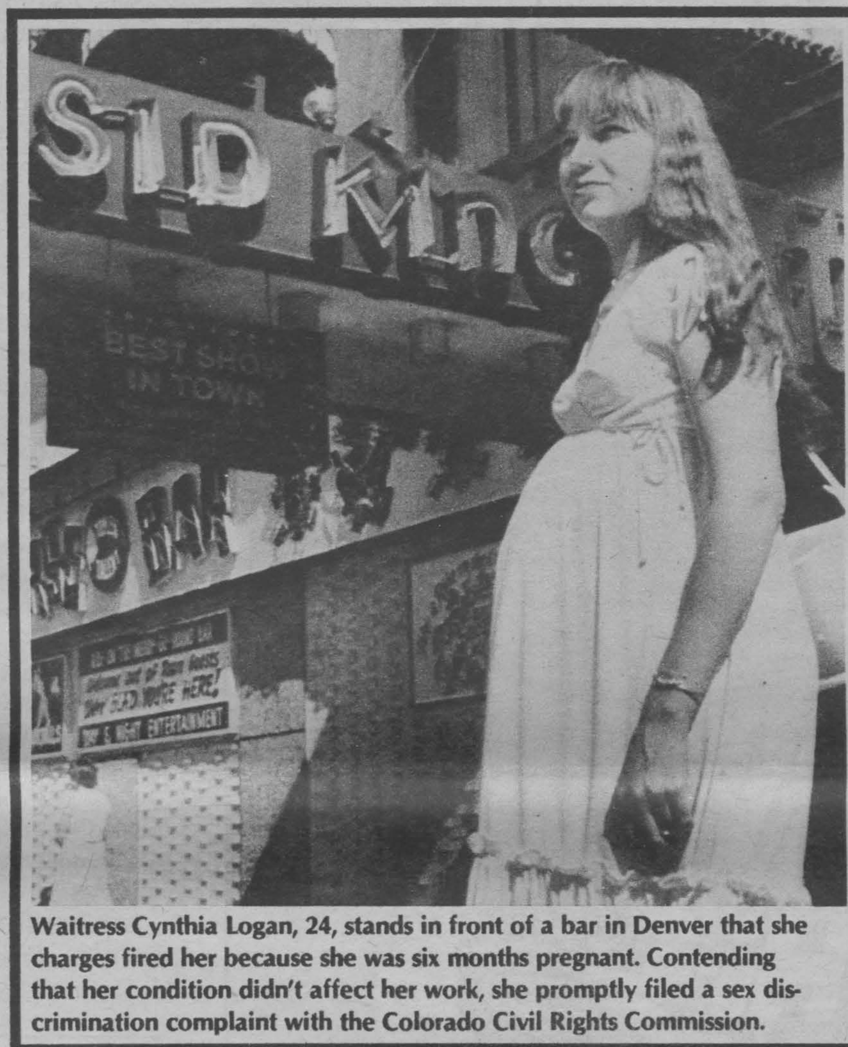
Attitudes, policies in the working world are changing, thanks to the new baby law

by Peggy Simpson



Waitress Cynthia Logan, 24, stands in front of a bar in Denver that she charges fired her because she was six months pregnant. Contending that her condition didn't affect her work, she promptly filed a sex discrimination complaint with the Colorado Civil Rights Commission.

UPI/Steve Groer, Rocky Mountain News

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This meant months with no salary, because the company's sick leave and disability plan did not cover absences caused by pregnancy and childbirth.

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It could never happen today. In the final hours of its session last October, Congress passed legislation strengthening the job protections for pregnant women.

Since President Carter signed the bill into law Oct. 31, 1978, it has been illegal to refuse to hire a woman because she is or might become pregnant, or to force her to take an extended pregnancy leave if she wants to work.

The second phase of the law, effective April 29, requires employers' health benefits to cover pregnancy-related disabilities and to reimburse medical expenses associated with pregnancy and childbirth as fully as other medical expenses.

The new law represents a dramatic reversal by Congress of a controversial Dec. 7, 1976, ruling by the Supreme Court. In an opinion by Justice Rehnquist, the court rebuffed Sherrie O'Steen and nine other GE women who had filed sex-discrimination charges against the company, which had refused to include paid pregnancy leaves in an otherwise comprehensive disability pay plan. Under the plan, workers were paid 60 percent of their salaries for absence due to broken limbs, facelifts, vasectomies and hairtransplants—everything except pregnancy and childbirth.

Justice Rehnquist, however, said companies did not violate sex discrimination laws, calling pregnancy a "gender neutral" condition.

To many feminist attorneys and civil rights activists, this reasoning had ominous meaning for the movement to guarantee women and men equality of opportunity in employment. The case had spotlighted the tension between women's demand for equal treatment in employment and their role as the childbearers of society.

"Employers routinely fire pregnant workers, refuse to hire them, strip them of seniority rights and deny them sick leave and medical benefits given other workers," said Sue Deller Ross, a law professor at George Washington University.

"Such policies add up to one basic fact: Employers use woman's role as childbearer as the central justification of discrimination against women workers," she said, "which cannot be eradicated unless the root discrimination, based on pregnancy and childbirth, is also eliminated."

A week after the Supreme Court's ruling, Ross and others organized a coalition of women, and civil rights, labor and church leaders—called the Campaign to End Discrimination Against Pregnant Workers—to urge Congress to overturn the decision. More than 200 groups affiliated with the campaign kept the pressure on Congress for the next 21 months until a compromise bill was passed.

"In its simplest terms, the new law says you can't treat pregnant employees differently from other employees based solely on the fact that they are going to have a baby," says Judy Lichtman, director of the Women's Legal Defense Fund.

Here are some ways the law will have an impact:

- Schoolteachers often have been forced out of the classroom on unpaid maternity leaves as soon as they begin to "show." Court testimony revealed that school officials thought children would giggle and be embarrassed at the sign of a pregnant teacher or that they would be traumatized emotionally if the teacher had labor pains in the classroom. Under the new law, a pregnant woman must be allowed to work as long as she wishes—even until she feels labor pains—so long as her doctor says it is safe.

The same principle applies to rules about how long a woman must wait to return to work after childbirth.

- Women in blue-collar jobs have been laid off because the company says they shouldn't lift heavy equipment when they are pregnant. Where safety is concerned, Congress intends for employers to treat pregnant women as they would others with temporary disabilities. If a heavy-equipment factory worker suffered a heart attack or had surgery, he would be assigned a less strenuous job until he was fit again. Likewise with pregnant women.
- Many company medical plans pay 80 percent of all procedures—including X-rays, specialized examinations and operations—but have a separate reimbursement schedule for pregnancy and childbirth. Attorney Ruth Weyand, who represented the GE women, says many companies' medical plans totally exempt X-rays and prenatal examinations for pregnant women and often pay a flat $250 for child deliveries, which currently

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PREGNANT

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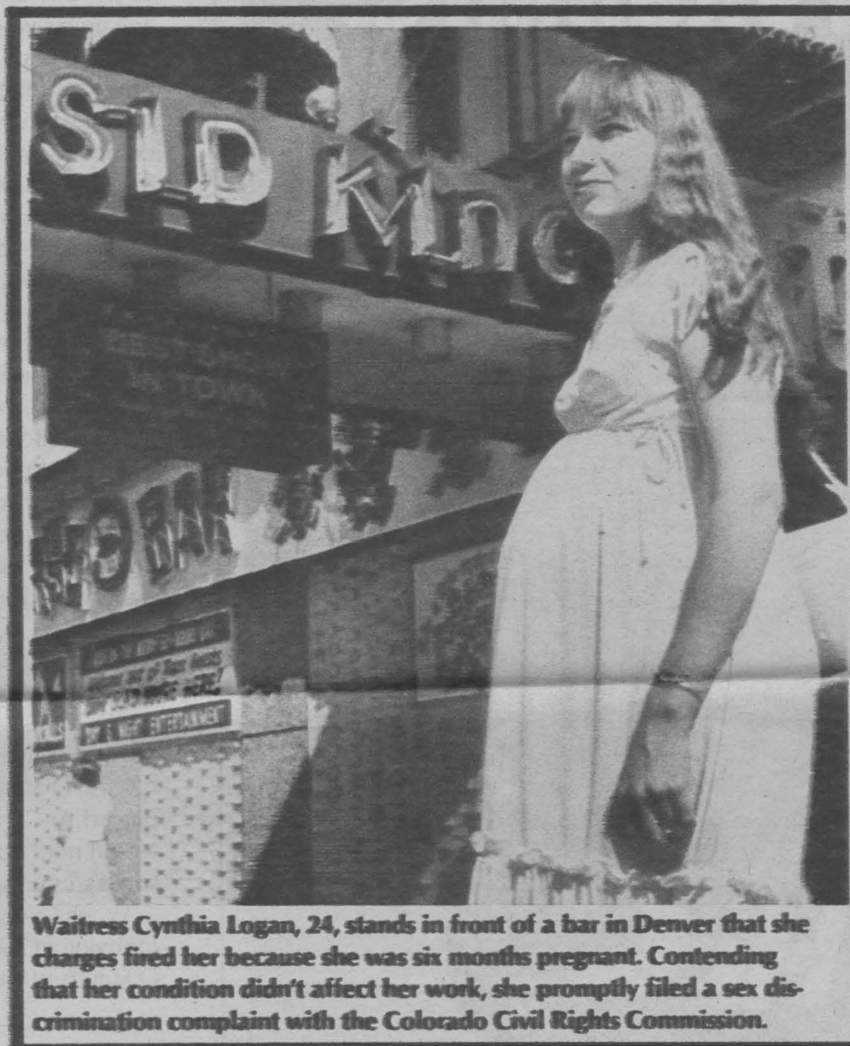

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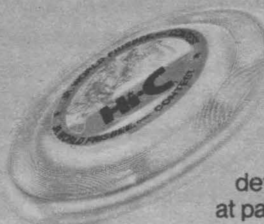

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federal register

Friday
April 20, 1979

Part VIII

Equal Employment Opportunity Commission

Guidelines on Sex Discrimination

Adoption of Final Interpretive Guidelines

Questions and Answers

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

29 CFR Part 1604

Guidelines on Sex Discrimination; Adoption of Final Interpretive Guidelines; Question and Answers

AGENCY: Equal Employment Opportunity Commission.

ACTION: Final Amendments to Guidelines on Discrimination Because of Sex, and Addition of Questions and Answers concerning the Pregnancy Discrimination Act, Public Law 95–555, 92 Stat. 2076 (1978).

SUMMARY: On October 31, 1978, President Carter signed into law the Pregnancy Discrimination Act, Pub. L. 95–555, 92 Stat. 2076, as an amendment to Title VII of the Civil Rights Act of 1964, as amended. The act makes clear that discrimination on the basis of pregnancy, childbirth or related medical conditions constitutes unlawful sex discrimination under Title VII. The amendments to the Equal Employment Opportunity Commission's Guidelines on Discrimination Because of Sex bring the Guidelines into conformity with Pub. L. 95–555. The accompanying questions and answers respond to concerns raised by the public about compliance with the Pregnancy Discrimination Act.

EFFECTIVE DATE: April 20, 1979.

FOR FURTHER INFORMATION CONTACT: Peter C. Robertson, Director, Office of Policy Implementation, Room 4002A, Equal Employment Opportunity Commission, 2401 E Street, N.W., Washington, D.C. 20506, (202) 634–7060.

SUPPLEMENTARY INFORMATION: The Pregnancy Discrimination Act makes clear that Title VII of the Civil Rights Act of 1964, as amended, forbids discrimination on the basis of pregnancy, childbirth and related medical conditions. As reflected in the Committee Reports (Senate Report 95–331, 95th Cong., 1st Session (1977) and House of Representatives Report 95–948, 95th Cong. 2d Session (1978)), Congress believed that the Equal Employment Opportunity Commission (EEOC or the Commission), in its Guidelines on Discrimination Because of Sex (29 CFR Part 1604, published at 39 FR 6836, April 5, 1972) had "rightly implemented the Title VII prohibition of sex discrimination in the 1964 act." H.R. 95–948 at p. 2.

Contrary to the EEOC's Guidelines and rulings by eighteen District Courts and all seven Courts of Appeal which faced the issue, in *General Electric Co. v. Gilbert*, 429 U.S. 125 (1976), the Supreme Court ruled that General Electric's exclusion of pregnancy related disabilities from its comprehensive disability plan did not violate Title VII. The Supreme Court further indicated that it believed that the EEOC Guidelines located at 29 CFR 1604.10(b) incorrectly interpreted the Congressional intent in the statute.

The Pregnancy Discrimination Act reaffirms EEOC's Guidelines with but minor modifications. For that reason, the Commission believed that only slight modifications of its Guidelines were necessary and issued them on an interim basis on March 9, 1979 at 44 FR 13278. Along with these amended Sex Discrimination Guidelines, the Commission published a list of questions and answers concerning the Pregnancy Discrimination Act. These responded to urgent concerns raised by employees, employers, unions and insurers who sought the Commission's guidance in understanding their rights and obligations under the Pregnancy Discrimination Act.

Fringe benefit programs subject to Title VII which existed on October 31, 1978, must be modified in accordance with the Pregnancy Discrimination Act no later than April 29, 1979. It is the Commission's desire, therefore, that all interested parties be made aware of EEOC's view of their rights and obligations in advance of April 29, 1979, so that they may be in compliance by that date. For that reason, the Commission has determined that the amendment to 29 CFR 1604.10 and the questions and answers, which will be appended to 29 CFR Part 1604, are not subject to the requirements of Executive Order 12044. See section 6(b)(6) of Executive Order 12044.

The Commission, however, invited and received comments from the public and affected Federal agencies. The Commission has considered the comments and determined that its Sex Discrimination Guidelines at 29 CFR 1604.10 should be issued in final form as they were published in 44 FR 13278 (March 9, 1979), except that the word "opportunities" has been inserted in Subsection (a) of Section 1604.10 to emphasize that this subsection applies to all employment-related policies or practices, since there was apparent confusion on this point. Also as a result of the comments, the Commission has added several questions and answers which will be of further assistance to those seeking Commission guidance with respect to their rights and obligations under the Pregnancy Discrimination Act, and has amended two of the originally published questions and answers.

Question 21 was amended by changing the second paragraph of the answer to read "non-spouse dependents" instead of "other dependents", to clarify the intent of the answers. Question 30 (now question 34) has been amended to include women who are contemplating an abortion within the prohibition against discrimination on the basis of abortion.

Questions 29 and 30 were added to address many of the concerns which had been raised with respect to "extended benefits" provisions.

Question 18(A) was added in response to questions and comments which pertain to child care leave.

A majority of the comments questioned the appropriateness of the Commission's answer to Question 21 of the questions and answers at 44 FR 13278. Question 21 asked whether an employer has to make available health insurance coverage for the medical expenses of pregnancy-related conditions of the spouses of male employees and of the non-spouse dependents of all employees.

The Commission concluded that health insurance benefits for the pregnancy-related conditions of the male employee's spouse must be available to the same extent as health insurance benefits are available to the female employee's spouse. The pregnancy-related conditions of non-spouse dependents, however, would not have to be covered under the health insurance program so long as that practice applied to the non-spouse dependents of male and female employees equally.

The Pregnancy Discrimination Act amends Title VII of the Civil Rights Act of 1964, as amended. To the extent that a specific question is not directly answered by a reading of the Pregnancy Discrimination Act, existing principles of Title VII must be applied to resolve that question. The legislative history of the Pregnancy Discrimination Act states explicitly that existing principles of Title VII law would have to be applied to resolve the question of benefits for dependents. (S. Rep. No. 95–331 at 6.)

The Commission, being responsible for interpreting and implementing Title VII, utilized Title VII principles to arrive at the position reached on the dependent question.

The underlying principle of Title VII is that applicants for employment or employees be treated equally without regard to their race, sex, color, religion, or national origin. This equality of treatment encompasses the receiving of fringe benefits made available in connection with employment. Title VII does not require employers to provide the same coverage for the pregnancy-related medical conditions of spouses of male employees as it provides for the pregnancy-related costs of its female employees. However, if an employer makes available to female employees insurance which covers the costs of all of the medical conditions of their spouses, but provides male employees with insurance coverage for only *some* of the medical conditions (i.e., all but pregnancy-related expenses) of their spouses, male employees are receiving a less favorable fringe benefit package. This view was explicitly supported in the Senate by Senators Bayh and Cranston, 123 Cong. Rec. S15037, S15058 (daily ed. Sept. 16, 1977), and not specifically opposed.

Absent a state statute to the contrary, it would not be a violation of Title VII if an employer's health insurance policy denied pregnancy benefits for the other dependents of employees (e.g. daughters) so long as the exclusion applied equally to non-spouse dependents of male employees and non-spouse dependents of female employees. Since male and female employees have an equal chance of having pregnant dependent daughters, male and female employees would be equally affected by such an exclusion.

Although costs may increase as a result of providing pregnancy benefits for the spouses of male employees where benefits are made available for the spouses of female employees, the Pregnancy Discrimination Act provides that where costs were apportioned on the date of enactment between employers and employees, any payments or contributions required to comply with the Act may be made by employers and employees in the same proportion, if that apportionment was non-discriminatory.

As a result of the many comments and questions raised on the dependent question, questions 22 and 23 were added to provide additional guidance to interested parties.

With the exception of the addition of questions 18(A), 22, 23, 29, and 30, and the amendments to questions 21 and 30 (now 34); the questions and answers are issued in final form as they were published in 44 FR 13278 (March 9, 1979).

By virtue of the authority vested in it by Section 713 of Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000–12, 78 Stat. 265, the Equal Employment Opportunity Commission hereby approves as final § 1604.10 and adopts questions and answers concerning the Pregnancy Discrimination Act, Pub. L. 95–555, 92 Stat. 2076 (1978), as an appendix to Part 1604 of Title 29 of the Code of Federal Regulations as set forth below.

Signed at Washington, D.C., this 17th day of April, 1979.

Eleanor H. Norton,

Chair, Equal Employment Opportunity Commission.

1. 29 CFR 1604.10 is amended to read as follows:

§ 1604.10 Employment policies relating to pregnancy and childbirth.

(a) A written or unwritten employment policy or practice which excludes from employment opportunities applicants or employees because of pregnancy, childbirth or related medical conditions is in prima facie violation of Title VII.

(b) Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth, or related medical conditions on the same terms and conditions as they are applied to other disabilities. Health insurance benefits for abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion, are not required to be paid by an employer; nothing herein, however, precludes an employer from providing abortion benefits or otherwise affects bargaining agreements in regard to abortion.

(c) Where the termination of an employee who is temporarily disabled is caused by an employment policy under which insufficient or no leave is available, such a termination violates the Act if it has a disparate impact on employees of one sex and is not justified by business necessity.

(d)(1) Any fringe benefit program, or fund, or insurance program which is in effect on October 31, 1978, which does not treat women affected by pregnancy, childbirth, or related medical conditions the same as other persons not so affected but similar in their ability or inability to work, must be in compliance with the provisions of § 1604.10(b) by April 29, 1979. In order to come into compliance with the provisions of § 1604.10(b), there can be no reduction of benefits or compensation which were in effect on October 31, 1978, before October 31, 1979 or the expiration of a collective bargaining agreement in effect on October 31, 1978, whichever is later.

(2) Any fringe benefit program implemented after October 31, 1978, must comply with the provisions of § 1604.10(b) upon implementation.

2. The following questions and answers, with an introduction, are added to 29 CFR Part 1604 as an appendix:

Questions and Answers on the Pregnancy Discrimination Act, Pub. L. 95–555, 92 Stat. 2076 (1978)

Introduction

On October 31, 1978, President Carter signed into law the *Pregnancy Discrimination Act* (Pub. L. 95–955). The Act is an amendment to Title VII of the Civil Rights Act of 1964 which prohibits, among other things, discrimination in employment on the basis of sex. The *Pregnancy Discrimination Act* makes it clear that "because of sex" or "on the basis of sex", as used in Title VII, includes "because of or on the basis of pregnancy, childbirth or related medical conditions." Therefore, Title VII prohibits discrimination in employment against women affected by pregnancy or related conditions.

The basic principle of the Act is that women affected by pregnancy and related conditions must be treated the same as other applicants and employees on the basis of their ability or inability to work. A woman is therefore protected against such practices as being fired, or refused a job or promotion, merely because she is pregnant or has had an abortion. She usually cannot be forced to go on leave as long as she can still work. If other employees who take disability leave are entitled to get their jobs back when they are able to work again, so are women who have been unable to work because of pregnancy.

In the area of fringe benefits, such as disability benefits, sick leave and health insurance, the same principle applies. A woman unable to work for pregnancy-related reasons is entitled to disability benefits or sick leave on the same basis as employees unable to work for other medical reasons. Also, any health insurance provided must cover expenses for pregnancy-related conditions on the same basis as expenses for other medical conditions. However, health

insurance for expenses arising from abortion is not required except where the life of the mother would be endangered if the fetus were carried to term, or where medical complications have arisen from an abortion.

Some questions and answers about the *Pregnancy Discrimination Act* follow. Although the questions and answers often use only the term "employer," the Act—and these questions and answers—apply also to unions and other entities covered by Title VII.

1. Q. What is the effective date of the Pregnancy Discrimination Act?

A. The Act became effective on October 31, 1978, except that with respect to fringe benefit programs in effect on that date, the Act will take effect 180 days thereafter, that is, April 29, 1979.

To the extent that Title VII already required employers to treat persons affected by pregnancy-related conditions the same as persons affected by other medical conditions, the Act does not change employee rights arising prior to October 31, 1978, or April 29, 1979. Most employment practices relating to pregnancy, childbirth and related conditions—whether concerning fringe benefits or other practices—were already controlled by Title VII prior to this Act. For example, Title VII has always prohibited an employer from firing, or refusing to hire or promote, a woman because of pregnancy or related conditions, and from failing to accord a woman on pregnancy-related leave the same seniority retention and accrual accorded those on other disability leaves.

2. Q. If an employer had a sick leave policy in effect on October 31, 1978, by what date must the employer bring its policy into compliance with the Act?

A. With respect to payment of benefits, an employer has until April 29, 1979, to bring into compliance any fringe benefit or insurance program, including a sick leave policy, which was in effect on October 31, 1978. However, any such policy or program created after October 31, 1978, must be in compliance when created.

With respect to all aspects of sick leave policy other than payment of benefits, such as the terms governing retention and accrual of seniority, credit for vacation, and resumption of former job on return from sick leave, equality of treatment was required by Title VII without the Amendment.

3. Q. Must an employer provide benefits for pregnancy-related conditions to an employee whose pregnancy begins prior to April 29, 1979, and continues beyond that date?

A. As of April 29, 1979, the effective date of the Act's requirements, an employer must provide the same benefits for pregnancy-related conditions as it provides for other conditions, regardless of when the pregnancy began. Thus, disability benefits must be paid for all absences on or after April 29, 1979, resulting from pregnancy-related temporary disabilities to the same extent as they are paid for absences resulting from other temporary disabilities. For example, if an employee gives birth before April 29, 1979, but is still unable to work on or after that date, she is entitled to the same disability benefits available to other employees. Similarily, medical insurance benefits must be paid for pregnancy-related expenses incurred on or after April 29, 1979.

If an employer requires an employee to be employed for a predetermined period prior to being eligible for insurance coverage, the period prior to April 29, 1979, during which a pregnant employee has been employed must be credited toward the eligibility waiting period on the same basis as for any other employee.

As to any programs instituted for the first time after October 31, 1978, coverage for pregnancy-related conditions must be provided in the same manner as for other medical conditions.

4. Q. Would the answer to the preceding question be the same if the employee became pregnant prior to October 31, 1978?

A. Yes.

5. Q. If, for pregnancy-related reasons, an employee is unable to perform the functions of her job, does the employer have to provide her an alternative job?

A. An employer is required to treat an employee temporarily unable to perform the functions of her job because of her pregnancy-related condition in the same manner as it treats other temporarily disabled employees, whether by providing modified tasks, alternative assignments, disability leaves, leaves without pay, etc. For example, a woman's primary job function may be the operation of a machine, and, incidental to that function, she may carry materials to and from the machine. If other employees temporarily unable to lift are relieved of these functions, pregnant employees also unable to lift must be temporarily relieved of the function.

6. Q. What procedures may an employer use to determine whether to place on leave as unable to work a pregnant employee who claims she is able to work or deny leave to a pregnant employee who claims that she is disabled from work?

A. An employer may not single out pregnancy-related conditions for special procedures for determining an employee's ability to work. However, an employer may use any procedure used to determine the ability of all employees to work. For example, if an employer requires its employees to submit a doctor's statement concerning their inability to work before granting leave or paying sick benefits, the employer may require employees affected by pregnancy-related conditions to submit such statements. Similarly, if an employer allows its employees to obtain doctor's statements from their personal physicians for absences due to other disabilities or return dates from other disabilities it must accept doctor's statements from personal physicians for absences and return dates connected with pregnancy-related disabilities.

7. Q. Can an employer have a rule which prohibits an employee from returning to work for a predetermined length of time after childbirth?

A. No.

8. Q. If an employee has been absent from work as a result of a pregnancy-related condition and recovers, may her employer require her to remain on leave until after her baby is born?

A. No. An employee must be permitted to work at all times during pregnancy when she is able to perform her job.

9. Q. Must an employer hold open the job of an employee who is absent on leave because she is temporarily disabled by pregnancy-related conditions?

A. Unless the employee on leave has informed the employer that she does not intend to return to work, her job must be held open for her return on the same basis as jobs are help open for employees on sick or disability leave for other reasons.

10. Q. May an employer's policy concerning the accrual and crediting of seniority during absences for medical conditions be different for employees affected by pregnancy-related conditions than for other employees?

A. No. An employer's seniority policy must be the same for employees absent for pregnancy-related reasons as for those absent for other medical reasons.

11. Q. For purposes of calculating such matters as vacations and pay increases, may an employer credit time spent on leave for pregnancy-related reasons differently than time spent on leave for other reasons?

A. No. An employer's policy with respect to crediting time for the purpose of calculating such matters as vacations and pay increases cannot treat employees on leave for pregnancy-related reasons less favorably than employees on leave for other reasons. For example, if employees on leave for medical reasons are credited with the time spent on leave when computing entitlement to vacation or pay raises, an employee on leave for pregnancy-related disability is entitled to the same kind of time credit.

12. Q. Must an employer hire a woman who is medically unable, because of a pregnancy-related condition, to perform a necessary function of a job?

A. An employer cannot refuse to hire a woman because of her pregnancy-related condition so long as she is able to perform the major functions necessary to the job. Nor can an employer refuse to hire her because of its preferences against pregnant workers or the preferences of co-workers, clients, or customers.

13. Q. May an employer limit disability benefits for pregnancy-related conditions to married employees?

A. No.

14. Q. If an employer has an all female workforce or job classification, must benefits be provided for pregnancy-related conditions?

A. Yes. If benefits are provided for other conditions, they must also be provided for pregnancy-related conditions.

15. Q. For what length of time must an employee who provides income maintenance benefits for temporary disabilities provide such benefits for pregnancy-related disabilities?

A. Benefits should be provided for as long as the employee is unable to work for medical reasons unless some other limitation is set for all other temporary disabilities, in which case pregnancy-related disabilities should be treated the same as other temporary disabilities.

16. Q. Must an employer who provides benefits for long-term or permanent disabilities provide such bnefits for pregnancy-related conditions?

A. Yes. Benefits for long term or permanent disabilities resulting from pregnancy-related conditions must be provided to the same extent that such benefits are provided for other conditions which result in long term or permanent disability.

17. Q. If an employer provides benefits to employees on leave, such as installment purchase disability insurance, payment of premiums for health, life or other insurance, continued payments into pension, saving or profit sharing plans, must the same benefits be provided for those on leave for pregnancy-related conditions?

A. Yes, the employer must provide the same benefits for those on leave for pregnancy-related conditions as for those on leave for other reasons.

18. Q. Can an employee who is absent due to a pregnancy-related disability be required to exhaust vacation benefits before receiving sick leave pay or disability benefits?

A. No. If employees who are absent because of other disabling causes receive sick leave pay or disability benefits without any requirement that they first exhaust vacation benefits, the employer cannot impose this requirement on an employee absent for a pregnancy-related cause.

18(A). Q. Must an employer grant leave to a female employee for childcare purposes after she is medically able to return to work following leave necessitated by pregnancy, childbirth or related medical conditions?

A. While leave for childcare purposes is not covered by the Pregnancy Discrimination Act, ordinary Title VII principles would require that leave for childcare purposes be granted on the same basis as leave which is granted to employees for other non-medical reasons. For example, if an employer allows its employees to take leave without pay or accrued annual leave for travel or education which is not job related, the same type of leave must be granted to those who wish to remain on leave for infant care, even though they are medically able to return to work.

19. Q. If state law requires an employer to provide disability insurance for a specified period before and after childbirth, does compliance with the state law fulfill the employer's obligation under the Pregnancy Discrimination Act?

A. Not necessarily. It is an employer's obligation to treat employees temporarily disabled by pregnancy in the same manner as employees affected by other temporary disabilities. Therefore, any restrictions imposed by state law on benefits for pregnancy-related disabilities, but not for other disabilities, do not excuse the employer from treating the individuals in both groups of employees the same. If, for example, a state law requires an employer to pay a maximum of 26 weeks benefits for disabilities other than pregnancy-related ones but only six weeks for pregnancy-related disabilities, the employer must provide benefits for the additional weeks to an employee disabled by pregnancy-related conditions, up to the maximum provided other disabled employees.

20. Q. If a State or local government provides its own employees income maintenance benefits for disabilities, may it provide different benefits for disabilities arising from pregnancy-related conditions than for disabilities arising from other conditions?

A. No. State and local governments, as employers, are subject to the Pregnancy Discrimination Act in the same way as private employers and must bring their employment practices and programs into compliance with the Act, including disability and health insurance programs.

21. Q. Must an employer provide health insurance coverage for the medical expenses of pregnancy-related conditions of the spouses of male employees? Of the dependents of all employees?

A. Where an employer provides no coverage for dependents, the employer is not required to institute such coverage. However, if an employer's insurance program covers the medical expenses of spouses of female employees, then it must equally cover the medical expenses of spouses of male employees, including those arising from pregnancy-related conditions.

But the insurance does not have to cover the pregnancy-related conditions of non-spouse dependents as long as it excludes the pregnancy-related conditions of such non-spouse dependents of male and female employees equally.

22. Q. Must an employer provide the same level of health insurance coverage for the pregnancy-related medical conditions of the spouses of male employees as it provides for its female employees?

A. No. It is not necessary to provide the same level of coverage for the pregnancy-related medical conditions of spouses of male employees as for female employees. However, where the employer provides coverage for the medical conditions of the spouses of its employees, then the level of coverage for pregnancy-related medical conditions of the spouses of male employees must be the same as the level of coverage for all other medical conditions of the spouses of female employees. For example, if the employer covers employees for 100 percent of reasonable and customary expenses sustained for a medical condition, but only covers dependent spouses for 50 percent of reasonable and customary expenses for their medical conditions, the pregnancy-related expenses of the

male employee's spouse must be covered at the 50 percent level.

23. Q. May an employer offer optional dependent coverage which excludes pregnancy-related medical conditions or offers less coverage for pregnancy-related medical conditions where the total premium for the optional coverage is paid by the employee?

A. No. Pregnancy-related medical conditions must be treated the same as other medical conditions under any health or disability insurance or sick leave plan *available in connection with employment*, regardless of who pays the premiums.

24. Q. Where an employer provides its employees a choice among several health insurance plans, must coverage for pregnancy-related conditions be offered in all of the plans?

A. Yes. Each of the plans must cover pregnancy-related conditions. For example, an employee with a single coverage policy cannot be forced to purchase a more expensive family coverage policy in order to receive coverage for her own pregnancy-related condition.

25. Q. On what basis should an employee be reimbursed for medical expenses arising from pregnancy, childbirth or related conditions?

A. Pregnancy-related expenses should be reimbursed in the same manner as are expenses incurred for other medical conditions. Therefore, whether a plan reimburses the employees on a fixed basis, or a percentage of reasonable and customary charge basis, the same basis should be used for reimbursement of expenses incurred for pregnancy-related conditions. Furthermore, if medical costs for pregnancy-related conditions increase, reevaluation of the reimbursement level should be conducted in the same manner as are cost reevaluations of increases for other medical conditions.

Coverage provided by a health insurance program for other conditions must be provided for pregnancy-related conditions. For example, if a plan provides major medical coverage, pregnancy-related conditions must be so covered. Similarly, if a plan covers the cost of a private room for other conditions, the plan must cover the cost of a private room for pregnancy-related conditions. Finally, where a health insurance plan covers office visits to physicians, pre-natal and post-natal visits must be included in such coverage.

26. Q. May an employer limit payment of costs for pregnancy-related medical conditions to a specified dollar amount set forth in an insurance policy, collective bargaining agreement or other statement of benefits to which an employee is entitled?

A. The amounts payable for the costs incurred for pregnancy-related conditions can be limited only to the same extent as are costs for other conditions. Maximum recoverable dollar amounts may be specified for pregnancy-related conditions if such amounts are similarly specified for other conditions, and so long as the specified amounts in all instances cover the same proportion of actual costs. If, in addition to the scheduled amount for other procedures, additional costs are paid for, either directly or indirectly, by the employer, such additional payments must also be paid for pregnancy-related procedures.

27. Q. May an employer impose a different deductible for payment of costs for pregnancy-related medical conditions than for costs of other medical conditions?

A. No. Neither an additional deductible, an increase in the usual deductible, nor a larger deductible can be imposed for coverage for pregnancy-related medical costs, whether as a condition for inclusion of pregnancy-related costs in the policy or for payment of the costs when incurred. Thus, if pregnancy-related costs are the first incurred under the policy, the employee is required to pay only the same deductible as would otherwise be required had other medical costs been the first incurred. Once this deductible has been paid, no additional deductible can be required for other medical procedures. If the usual deductible has already been paid for other medical procedures, no additional deductible can be required when pregnancy-related costs are later incurred.

28. Q. If a health insurance plan excludes the payment of benefits for any conditions existing at the time the insured's coverage becomes effective (pre-existing condition clause), can benefits be denied for medical costs arising from a pregnancy existing at the time the coverage became effective?

A. Yes. However, such benefits cannot be denied unless the pre-existing condition clause also excludes benefits for other pre-existing conditions in the same way.

29. Q. If an employer's insurance plan provides benefits after the insured's employment has ended (i.e. extended benefits) for costs connected with pregnancy and delivery where conception occurred while the insured was working for the employer, but not for the costs of any other medical condition which began prior to termination of employment, may an employer (a) continue to pay these extended benefits for pregnancy-related medical conditions but not for other medical conditions, or (b) terminate these benefits for pregnancy-related conditions?

A. Where a health insurance plan currently provides extended benefits for other medical conditions on a less favorable basis than for pregnancy-related medical conditions, extended benefits must be provided for other medical conditions on the same basis as for pregnancy-related medical conditions. Therefore, an employer can neither continue to provide less benefits for other medical conditions nor reduce benefits currently paid for pregnancy-related medical conditions.

30. Q. Where an employer's health insurance plan currently requires total disability as a prerequisite for payment of extended benefits for other medical conditions but not for pregnancy-related costs, may the employer now require total disability for payment of benefits for pregnancy-related medical conditions as well?

A. Since extended benefits cannot be reduced in order to come into compliance with the Act, a more stringent prerequisite for payment of extended benefits for pregnancy-related medical conditions, such as a requirement for total disability, cannot be imposed. Thus, in this instance, in order to comply with the Act, the employer must treat other medical conditions as pregnancy-related conditions are treated.

31. Q. Can the added cost of bringing benefit plans into compliance with the Act be apportioned between the employer and employee?

A. The added cost, if any, can be apportioned between the employer and employee in the same proportion that the cost of the fringe benefit plan was apportioned on October 31, 1978, if that apportionment was nondiscriminatory. If the costs were not apportioned on October 31, 1978, they may not be apportioned in order to come into compliance with the Act. However, in no circumstance may male or female employees be required to pay unequal apportionments on the basis of sex or pregnancy.

32. Q. In order to come into compliance with the Act, may an employer reduce benefits or compensation?

A. In order to come into compliance with the Act, benefits or compensation which an employer was paying on October 31, 1978 cannot be reduced before October 31, 1979 or before the expiration of a collective bargaining agreement in effect on October 31, 1978, whichever is later.

Where an employer has not been in compliance with the Act by the times specified in the Act, and attempts to reduce benefits, or compensation, the employer may be required to remedy its practices in accord with ordinary Title VII remedial principles.

33. Q. Can an employer self-insure benefits for pregnancy-related conditions if it does not self-insure benefits for other medical conditions?

A. Yes, so long as the benefits are the same. In measuring whether benefits are the same, factors other than the dollar coverage paid should be considered. Such factors include the range of choice of physicians and hospitals, and the processing and promptness of payment of claims.

34. Q. Can an employer discharge, refuse to hire or otherwise discriminate against a woman because she has had or is contemplating having an abortion?

A. No. An employer cannot discriminate in its employment practices against a woman who has had or is contemplating having an abortion.

35. Q. Is an employer required to provide fringe benefits for abortions if fringe benefits are provided for other medical conditions?

A. All fringe benefits other than health insurance, such as sick leave, which are provided for other medical conditions, must be provided for abortions. Health insurance, however, need be provided for abortions only where the life of the woman would be endangered if the fetus were carried to term or where medical complications arise from an abortion.

36. Q. If complications arise during the course of an abortion, as for instance excessive hemorraging, must an employer's health insurance plan cover the additional cost due to the complications of the abortion?

A. Yes. The plan is required to pay those additional costs attributable to the complications of the abortion. However, the employer is not required to pay for the abortion itself, except where the life of the mother would be endangered if the fetus were carried to term.

37. Q. May an employer elect to provide insurance coverage for abortions?

A. Yes. The Act specifically provides that an employer is not precluded from providing benefits for abortions whether directly or through a collective bargaining agreement, but if an employer decides to cover the costs of abortion, the employer must do so in the same manner and to the same degree as it covers other medical conditions.

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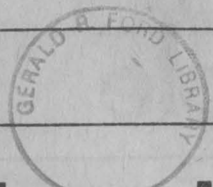


High court will not review pregnancy disability fight

Tribune News Services

Washington, D.C.
The U.S. Supreme Court Monday refused to consider whether the federal law covering workers' benefits preempts enforcement of Minnesota's law banning pregnancy disability.

The justices, citing a lack of a "substantial federal question," refused to review a Minnesota Supreme Court ruling that the state fair-employment law has precedence over the Employment Retirement Income Security Act of 1974 (ERISA).

Federal courts have split on the issue, but the supreme court has passed up more than one chance to settle the disagreement. Just last week, the justices refused to review conflicting appeals court rulings in cases from Connecticut and Wisconsin.

One federal appeals court ruled that ERISA preempted application of a Connecticut law providing protection for women workers against discrimination based on pregnancy disability.

In the Wisconsin case, another appeals court ruled that a state law providing protection for pregnant workers seeking sick pay benefits was not preempted by ERISA.

The Minnesota ruling stemmed from a class action sex-discrimination complaint filed against Minnesota Mining and Manufacturing Co. in 1974 by Judith Troye of Roseville.

A 3M employee in St. Paul, Troye charged that the firm's comprehensive income maintenance plan for disabilities discriminated against women because it did not provide pay for disability caused by pregnancy. In 1975 the 3M plan covered some 23,362 participants nationwide.

A state trial judge, backed by the Minnesota Supreme Court last Aug. 28, ruled that the Minnesota Human Rights Act was not preempted by ERISA. At the time, federal law did not require employers carrying workers disability benefit plans to include pregnancy coverage.

The Minnesota Supreme Court ruling in August stated that 3M's benefits plan "reflects traditional sexual role stereotypes," by viewing women in their child-bearing years as mere temporary employees who do not require income security.

The issue now has limited future relevance because Congress in 1978 amended ERISA to require all employers providing worker disability benefit packages to include sick pay for maternity leaves.

The 3M plan was modified last April 29 to provide such coverage. But the state supreme court's ruling leaves the firm open to lawsuits by women employees who previously were denied those benefits.

3M spokesman Don Fisher said that about 500 women employees in Minnesota are now eligible for pregnancy disabilities as a result of yesterday's action. He said a state hearing examiner will consider the employees' disabilities claims on a case-by-case basis, but could not provide an average amount they will receive.

"The (benefits) will be based on salary, length of leave, and how long they have been employed," he said. The eligible employees are women who asked for pregnancy leave between Sept. 2, 1976, and last April, when 3M's disability plan was changed.

In other decisions yesterday, the court:

■ Left standing the criminal convictions of six Washington real estate companies and three individuals for fixing the sales commission on homes. Without comment, the court rejected appeals contending that the federal antitrust laws do not apply to real estate brokers operating at the local level.

The action leaves intact a ruling last year by the fourth U.S. Court of Appeals upholding the price-fixing convictions and fines.

■ Refused to approve the firing of an Alaska man whose religious beliefs forbid him to pay union dues. The refusal marked the third time in a year the court has refused to uphold a so-called "union shop" agreement over a worker's claim of religious freedom.

Stocks at a glance

January 21, 1980

NYSE

	Mon	Fri
Advanced	917	713
Declined	643	809
Unchanged	371	389
Total issues	1931	1911
New highs	128	80
New lows	14	19

Approx. total sales 48,040,000

NYSE Index

	Close	Chg.
Index	64.51	+0.57
Industrial	73.71	+0.76
Transport	53.25	+0.64
Utility	37.25	+0.10
Finance	64.36	+0.18

Dow Jones averages

	Open	High	Low	Close	Chg.
30 Ind	868.60	880.03	863.65	872.78	+5.63
20 Trn	264.22	270.60	262.90	268.99	+5.31
15 Utl	107.85	108.29	106.83	107.65	—0.30
65 Stk	308.67	313.23	306.78	310.98	+2.73

Most active

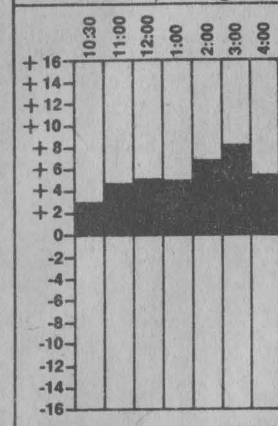
	Volume	Close	Chg.
Texaco Inc	1,455,000	33½	+1¼
Avon Prod	1,140,600	37⅞	— ¼
Scherg Plgh	661,100	35⅛	—1¼
Benguet B	550,600	12¾	— ½
Tesoro Pet	440,000	22	+ ¾
McDermott	413,700	29¼	+1
Occident Pet	411,100	27⅛	+1½
Congolm	401,500	36¾	—
Exxon	376,100	55¾	+ ½
Gulf Oil	374,500	36⅝n	+1½
IBM s	372,200	69	— ⅝
Jewel Cos	367,100	29	—
AmerT&T	366,000	52⅝	+ ¾
Searle GD	357,800	21⅜	+ ¾
StdOil Cal	344,800	59⅜	+2⅜

NYSE gainers

	Last	Net	Pct.
Wayne Gossard	5⅜	⅞	19.4
Deltona Cp	16⅝	2⅜	16.7
Storer Brd	28⅞	3⅛	12.1
Winnebago	2⅜	¼	11.8
Giant P Cem	7¾	¾	10.7

NYSE losers

	Last	Net	Pct.
Hacknsk Wtr	21	2¾	11.6
New Eng Nuc	28	3	9.7
Lfe Corp Pf	9	¾	7.7
Beld Hem	6⅜	½	7.3
Zurn Ind	20	1½	7.0



Price changes in points Monday

Amex

Amex closing index
@66.39 + 1.93

Approx. total sales 9,890,000

Most active

	Volume	Close	Chg.
Goldfield Cp	596,500	2½	— ⅛
AtlasCM	385,400	6⅝	—
HouOilM	319,400	26⅞	+ ⅞
Instrum Sys	317,000	1⅜	—
MarinduqB	267,900	3 1/16	—
BowValley g	192,300	40½	+ ⅜
Amdahl	186,200	25⅞	+2⅛
ResrtIntA	178,000	34	+1⅛
IntrCtyGs g	159,800	17⅞	— ⅛
WstPacRRn	148,100	19¼	+4¾

Amex gainers

	Last	Net	Pct.
Wstn Pac Rr	19¼	4¾	32.8
Gi Export	3¼	¾	30.0
Inv Cp Fla	3½	¾	27.3
Computr Inv	3⅞	¾	24.0
San Carlos	6	1⅛	23.1

Amex losers

	Last	Net	Pct.
Askin Svc	2⅞	2⅛	42.5
Vesely Co	3	1	25.0
Bernzomatic	2	⅜	15.8
Uds Inc	2	¼	11.1
Nat Kinney	8¼	⅞	9.6

NASDAQ index

	High	Low	Last	Chg.
Comp	157.36	156.23	157.35	+1.21
Inds	185.60	184.07	185.60	+1.69
Tran	131.11	128.30	130.96	+2.51
Util	134.48	133.70	134.48	+0.76

Approx. total sales 30,145,700

Dain Bosworth regional index

Statistical averages of 85 securities of major firms in Minnesota, North Dakota, South Dakota, Montana, Iowa, Nebraska and western Wisconsin; compiled and reported by Dain Bosworth Inc. Indices based on 100 as of Dec. 31, 1965.

		Chg.
Comp. Ind.	166.45	+0.75
Mfg.	213.34	+0.85
Utility	74.94	+0.09
Food	187.85	+0.13
Finance	149.67	+0.15
Retail	187.99	+0.41
Trans.	140.62	+4.13

Stocks hit highest level since October

By Chet Currier
Associated Press

New York, N.Y.
The stock market's early-1980 rally reached new highs Monday in an advance led by oil and aerospace issues.

The Dow Jones average of 30 industrials climbed 5.63 to 872.78, its highest level since last October. In the first three weeks of 1980 the average has risen 34.04 points.

Indexes of the American Stock Exchange and the over-the-counter market continued to shine as well.

The Amex market value index chalked up its 12th consecutive gain with a 1.93 rise to a record 266.39. The NASDAQ composite index of OTC issues added 1.21 to a new high of 157.35.

Among oil issues traded at the Big Board, Texaco was up 1¼ at 33½ on turnover of better than 1.45 million shares; Occidental Petroleum rose 1½ to 27⅛; Exxon ½ to 55¾; Gulf Oil 1½ to 36⅝; Standard Oil of California 2⅜ to 59⅜, and Tesoro Petroleum ¾ to 22. Oil-service stocks also fared well, with J. Ray McDermott up 1 at 29¼ and Halliburton up 3¾ at 93.

In the aerospace sector, Boeing gained 2⅛ to 64½; McDonnell Douglas 1 to 43⅝ and Lockheed ⅝ to 41⅞.

Analysts said the market continued to benefit from talk of expanded spending for defense and technology research in the next few years. "An arms race lasting for at least the next half-decade is increasingly probable," said Richard B. Hoey, an analyst at Bache Halsey Stuart Shields, Inc.

In a recent report, Hoey said results of such a development might include stepped up research in high-technology fields and "revitalization of the goods-producing sector."

It would have little impact on the economic outlook this year, he ob-

Gold price hits $875, then drops back $50

Associated Press

New York, N.Y.
The price of gold reached $875 an ounce Monday before dropping back by $50 or more in late New York trading.

Continued rumors of a military build-up by the Soviet Union in the wake of the country's invasion of Afghanistan pushed the price of gold bullion to a record $850 in Zurich, Switzerland, up $10 from Friday, and $838.50 in London, up from $835.

In New York, gold for January delivery reached a high of $875 on the Commodity Exchange before closing at $825.50, up $13.50 for the day. At Republic National Bank of New York, gold was quoted late in the afternoon at $820, up $22.

Earlier, gold closed in Hong Kong at $827.78, up from $823.67 Saturday.

"We're in World War Eight, if you believe the market," said James Sinclair, a New York commodities broker.

In another development, the Commodity Exchange voted yesterday to limit silver futures contracts to liquidation trading only, apparently to prevent a squeeze on the market by a small group of investors who control a large number of contracts.

The exchange's board of governors delayed trade for about three hours and held a marathon six-hour meeting before deciding to limit trade and raise margin requirements for all silver futures contracts.

The closing of the exchange disrupted silver trading around the country. Many silver merchants, who depend on the Comex for up-to-date silver price quotes, refused to buy or sell silver until the trading resumed.

The silver market has been in a disrupted state since last year when a few large speculators began buying and taking delivery of large amounts of silver. Their activities stirred speculation of a squeeze on available supplies that added to the price climb prevalent in both the silver and gold contracts.

A squeeze is a situation where contracts or commodities are concentrated in the hands of a few individuals generally causing prices for that commodity to be inflated, no longer reflecting the supply-and-demand situation.

The exchange said the only new silver futures trading that will be allowed is where sellers actually have possession of silver and intend to deliver it. Investors will be able to liquidate existing contracts.

The Chicago Board of Trade directors also met in emergency session yesterday afternoon but did not take any action on its silver futures market. The directors are scheduled to meet again today to discuss the Comex decision.

An estimated 40,000 silver futures contracts, or 200 million ounces of silver, are believed to be held by the Hunt family, a wealthy Texas family. Nelson Bunker Hunt and his brother W. Herbert are believed to own more silver than anyone else. Another large group of silver investors are undisclosed clients of Norton Waltuch, a broker for ContiCommodity Services, Inc., a subsidiary of Continental Grain Co.

Silver futures prices have skyrocketed since early December, when an ounce of the metal sold for $20. January-delivery silver closed at $44 Monday on the Comex.

The Office WASHINGTON REPORT

Pregnancy Discrimination Act may see changes

LAST OCTOBER President Carter signed into law the Pregnancy Discrimination Act as an amendment to the landmark 1964 Civil Rights Act. The act makes clear that discrimination on the basis of pregnancy, childbirth or related medical conditions constitutes unlawful sex discrimination. The new law went into effect April 29, but court tests on certain aspects of it, which are widely expected, augur a number of changes, possibly before the end of this year.

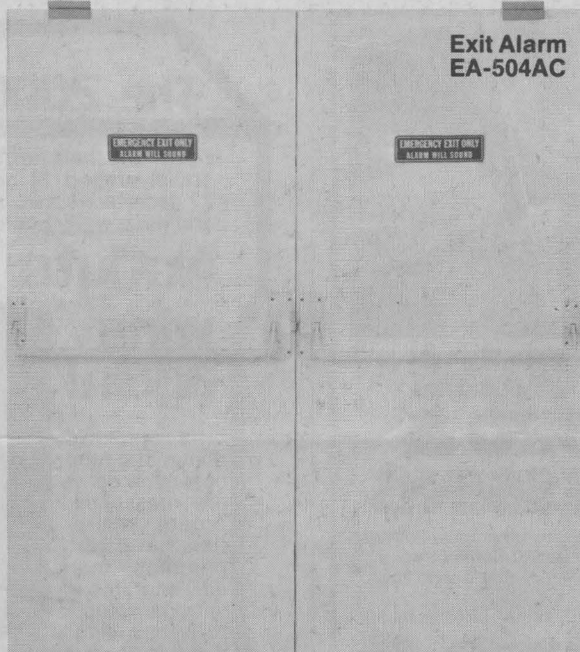
The law came in the wake of a 1976 Supreme Court decision (General Electric Co. v. Gilbert), which said that the Equal Employment Opportunity Commission had overstepped its bounds when it issued guidelines requiring employers to give their workers pregnancy medical insurance and sick leave benefits identical to the coverage that applies to any other medical condition. The ruling overturned not only the EEOC, but decisions by 18 district courts and all seven courts of appeals that had faced the pregnancy issue. Rather than end the controversy, however, the high court's decision had the effect of spurring Congress to make pregnancy benefits part of the law.

The law required only minor modifications in the EEOC's original guidelines, and women's groups that had fought hard for the pregnancy disability amendment were generally pleased with the commission's interpretations. But many companies, worried about the added cost of their benefit packages, are unhappy with the new law, and some will challenge certain aspects of it. Companies cannot alter their present benefit programs before October, however.

Basically, the law states that a pregnancy-related disability must be treated in the same manner as any other. Equal treatment applies to eligibility for benefits, percentage of reimbursement, crediting of sick leave for vacations and pay increases, and to the employee's right to her old job once her disability ends.

Dependency Aspect

The most controversial aspect of the guidelines is the requirement that maternity benefits be paid to a male employee's spouse if the insurance plan covers medical expenses of female employees' spouses. This dependent question is expected to be one issue that will be challenged in court. Women's groups also are concerned about the EEOC's interpretation of the inevitable question on abortion. Under the law, employ-



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ers are not required to pay for abortions unless the life of the mother would be endangered, or unless medical complications arise from the procedure. The EEOC guidelines do not spell out how a threat to a mother's life is to be determined. Also left unanswered is whether pregnancy benefits apply to, say, an unmarried dependent daughter.

The Employer's Plight

Employers are unhappy, too. To begin with, the law itself does not make clear when an employee is eligible for benefits. The EEOC guidelines say benefits must be paid after April 29, even if the pregnancy or related disability occurred before then. If a company's insurance plan does not provide for coverage immediately after employment commences, maternity benefits must be provided on the same basis as payment for other benefits.

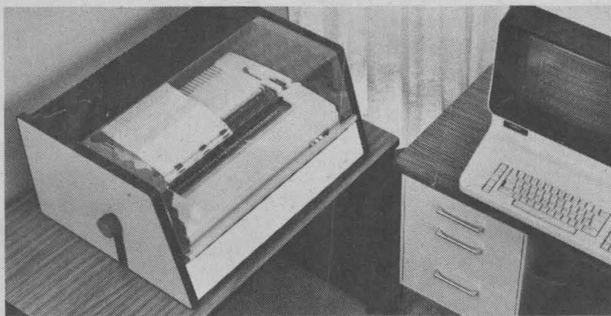
Other issues that employers claim are left ambiguous or unanswered by the guidelines include whether hospital nursery charges must be covered; whether maternity benefits must be provided for spouses of retired employees or retired employees themselves; and whether such things as sterilization fall under the provisions for related medical conditions. In addition, there is uncertainty over whether an employee's proportionate share of a benefit plan's cost can be increased after October 31, the day before which a company cannot reduce or eliminate any existing benefits. The act states that employers may not increase the employee's proportion, but the prohibition is included in the section that limits the reduction or elimination of benefits. "The question is whether you can alter the contribution structure after one year, or whether once a plan is in effect you can never alter the rate of cost apportionment," says one personnel expert.

Those most familiar with the new law expect the first court challenge to be on the EEOC's insistence that if a company's benefit plan pays doctors' and hospital bills for any medical condition for husbands of female workers, it must provide pregnancy coverage for the wives o male employees. Otherwise, th commission's guidelines state, "male employees are receiving a less favorable fringe benefit package" in violation of the 1964 Civil Rights Act.

Many company personnel people and lawyers disagree, arguing that Congress intended the act to cover only employees themselves, not their spouses. But in response to some 90 negative comments to its original guidelines from some of the nation's largest corporations, the EEOC not only held firm but stiffened its guidelines.

Wait and See for Many

Accordingly, the final guidelines state that an employer cannot even offer an optional plan that excludes pregnancy coverage in those company insurance policies that bill the employee for coverage of dependents. Many companies are expected to stand firm and not go along, pending the outcome of the first court test. •



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