

# Canada Revenue Agency WFAA Fact Sheets

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**Note:** Bolded words in the text generally refer to a term in the glossary.

# CRA Fact Sheet #1

## Work Force Adjustment Appendix – Canada Revenue Agency (CRA)

This series of fact sheets provides information about the Work Force Adjustment Appendix (WFAA) negotiated for CRA employees, which forms part of your collective agreement. These fact sheets are intended as guidelines and should be used in conjunction with the WFAA. Specific references to relevant sections of the WFAA are indicated in brackets.

**Note that the WFAA only applies to indeterminate employees.** Unfortunately, term employees are not covered by the WFAA.

The WFAA sets out a number of principles for its application, including:

- The CRA shall maximise employment opportunities for indeterminate employees affected by work force adjustment, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them (Objectives).
- It is the responsibility of the CRA to ensure employees involved in a work force adjustment situation are treated equitably and given every reasonable opportunity to continue their careers as CRA employees (1.1.1).
- The CRA shall carry out effective human resource planning in order to minimize the impact of work force adjustment situations (1.1.2).
- The Commissioner shall apply the appendix so as to minimize involuntary lay-offs (1.1.12).
- The CRA shall establish systems to facilitate redeployment and retraining of affected, surplus and laid off employees (1.1.4).
- **Alternative service delivery initiatives** will be guided by the principles of fair and reasonable treatment of employees, value for money and affordability and maximization of employment opportunities for employees (preamble to part VII).

Although the Appendix allows the CRA to implement lay-offs, these over-riding principles compel your employer to make every reasonable effort to avoid them. As the remaining fact sheets outline, these broad principles are supported by detailed, specific procedures designed to minimize lay-offs.

## CRA Fact Sheet #2

### What is a work force adjustment situation?

A **work force adjustment** situation is one where your employment is jeopardized by:

- a lack of work (Definitions),
- discontinuance of a function (Definitions),
- the **relocation** of a work unit (Definitions),
- the closure of an office or work location(s) (6.4),
- an **alternative service delivery initiative** (7.1 – i.e., the transfer of any work, undertaking or business of the CRA to any employer outside the Agency).

In some work force adjustment situations only specific individuals are involved, while in other cases the adjustment may involve entire work sections or functions. Situations involving alternate service delivery involve specific processes and procedures, which are outlined in the Alternate Service Delivery Initiatives fact sheet.

Where 10 or more indeterminate employees are involved, CRA must advise the Public Service Alliance of Canada no less than 48 hours before the situation is announced. This notice must include the identity and location of the work units involved, the expected date of the announcement, the anticipated timing of the situation, the number of employees by group and level, and who will be affected (2.1.1).

**Note that the Work Force Adjustment Appendix only applies to indeterminate employees.** Unfortunately, term employees are not covered by the WFAA.

## CRA Fact Sheet #3

### Work Force Adjustment Appendix and you

You will be notified in writing by the CRA if a **work force adjustment** situation affects you. **Note that the Work Force Adjustment Appendix only applies to indeterminate employees.** As a result, term and casual employees may not be officially notified of planned changes.

Written notice will also include your status. If your status changes, the CRA must advise you in writing.

1. **Affected.** If the Commissioner decides your services may no longer be required, you will be notified in writing that you are affected (Definitions). Note that this step might be skipped if the Commissioner decides your services will no longer be required beyond a specified date. If that's the case, you'll receive written notice under 2 or 3. On the other hand, if your services are ultimately identified as necessary, you may not move any farther in the process or your affected status may be rescinded. (See the Affected Employees fact sheet)
2. **Guarantee of a reasonable job offer.** If the Commissioner decides your services are no longer required beyond a specific date and there is likely to be employment available for you, you will be given a guarantee of a reasonable job offer (1.1.6). This gives you **surplus preferred status** until you receive a **reasonable job offer**. (See the Guarantee of a Reasonable Job Offer fact sheet)
3. **No guarantee of a reasonable job offer.** If the Commissioner decides your services are no longer required beyond a specific date and there is no likelihood of employment, you will not be given a guarantee of a reasonable job offer. Instead you will become an **opting employee** and will be given several options to choose from in order to help you make the transition to other employment (1.1.7). (See the No Guarantee of a Reasonable Job Offer fact sheet)
4. **Laid off.** Some employees may ultimately be laid off. (See the Laid off Employees fact sheet)

**Alternate Service Delivery initiatives** are addressed in a different manner than other types of work force adjustment. Please see the Alternate Service Delivery (ASD) fact sheet for particulars on those situations (Part VII).

## **CRA Fact Sheet #4**

### **Affected employees**

If you've received written notice from the Commissioner that your services may no longer be required because of a **work force adjustment** situation, you are an **affected employee**.

Specific individuals or groups of workers can receive these notices. It doesn't necessarily mean that your employment will end. This notice gives you a "heads up" that there might be changes for you down the road.

The CRA is required to provide you with an individual counsellor to help you assess your situation (1.1.29, see Getting Help fact sheet). If you believe your position will probably disappear, you can take one of the following steps.

- Request **retraining** from the CRA to assist you in moving into an existing or anticipated vacancy. The CRA is required to make every reasonable effort to provide retraining (4.1.1).
- Request the Commissioner to give you **surplus preferred status** or access to the rights provided to **opting employees**, if you can demonstrate your duties have already ceased to exist (1.1.8).
- Do nothing and wait to see what happens if the Commissioner ultimately decides your services are no longer required.

## **CRA Fact Sheet #5**

### **Guarantee of a reasonable job offer - surplus employees**

If your services will no longer be required beyond a specific date and the Commissioner believes there is likely employment available for you in the CRA, you will receive a written notice giving you a **guarantee of a reasonable job offer** (1.1.5). The notice will also specify when your **surplus preferred status** begins.

This guarantee means you must receive a **reasonable job offer** before your status can change. To be reasonable, the offer

- must be for indeterminate employment within the CRA (Definitions).
- will normally be at the same level, but could be for a lower level (Definitions).
- should be within your headquarter's area, but this may not always be possible (Definitions).
- could be for a position with a government department or agency, if the position is equivalent and there is a seamless transfer of employee benefits (Definitions).

The CRA is responsible to facilitate your employment (1.1.4) and actively market you, unless you advise the CRA in writing you are not available for appointment (1.1.34). While waiting to receive a reasonable job offer, you will remain a CRA employee. You must be both trainable and mobile (Definitions).

**Surplus employees** are entitled to a **surplus preferred status** (to be appointed to CRA positions before other CRA workers without having to compete or be concerned about the appointment being challenged. For the surplus period, the CRA will pay salary costs, and other authorised costs such as salary protection, tuition, travel, relocation, and **retraining** (1.1.21).

The CRA must avoid appointing you to a lower level (where the maximum rate of pay is lower than the maximum rate of your current position) until other avenues are exhausted (1.1.14). If you are appointed to a lower level position, your salary will be protected until you are appointed to an equivalent position (5.1.2).

If necessary, the CRA must relocate you (1.1.16) and pay associated costs, such as travel for job interviews (1.1.18). Relocation must be voluntary (1.1.17) and they can only take place when there are no available preferred status, surplus or **laid off persons** at that location who are interested in and could qualify for the position with retraining (1.1.17). Relocations in this case are considered employer-requested (1.1.19), as defined in the CRA Relocation Policy, including all associated benefits.

Surplus employees are entitled to preferred status appointment to term and short-term, non-recurring positions (1.1.24). If you accept a term position, your indeterminate status and surplus preferred status will be protected (1.1.22).

Surplus employees have the right to receive up to two years **retraining**, under certain conditions, including a shortage of qualified candidates (4.1.3, 4.2.1). The CRA must prepare a training plan that is agreeable to you (1.1.30, 4.2.2). Once a plan has been approved, your lay-off date will be extended to the end of the training period (4.2.5). You will remain employed by the CRA during retraining and be paid at your current level, unless the CRA is willing to appoint you to the new position on the condition you successfully complete the training (4.2.4). If you are appointed to a lower level position, your salary will be protected until you are appointed to an equivalent position (5.1.2). The proposed lay-off date will be extended to the projected completion of the training period (4.2.6). If your performance during training is not satisfactory, the training can be terminated (4.2.3).

If you refuse a reasonable job offer, you will be laid off one month after your refusal, but not before six months after the surplus declaration date (1.1.27).

A surplus employee can also make a written request to the Commissioner to be laid off earlier than originally scheduled (1.1.25). You may wish to consider this if you receive a job offer elsewhere.

As well as being appointed to an indeterminate position or being laid off, you might also have your surplus status rescinded or you can resign (Definitions). If you resign, you will be considered laid off on the date the employer accepts your resignation for the purposes of severance pay or retroactive remuneration (1.1.32).

Severance pay and other benefits flowing from other parts of the collective agreement are separate from and in addition to those in the WFAA (1.1.31).

The CRA is required to provide you with an individual counsellor to help you assess your situation (1.1.29, see Getting Help fact sheet).

Note that as a surplus employee you do not have access to the choices available to **opting employees** (6.1.1). This includes the right to **alternation** (6.2.2).

## **CRA Fact Sheet #6**

### **No Guarantee of a reasonable job offer – opting employees**

If your services will no longer be required beyond a specific date and the Commissioner does not see the likelihood of employment for you in the CRA, you will receive a written notice that you are an **opting employee** (1.1.5). This means you are not guaranteed a **reasonable job offer** within the CRA. The CRA, however, must give you assistance in finding new employment, either inside or outside the agency.

As an opting employee, you must choose one of three options within 120 days of being advised of your status (6.1.2). Once you have advised the CRA of your choice in writing, you cannot change it (6.1.3). If you don't select or don't select within the 120 days, you will be considered to have selected option A (6.1.4).

#### **A. Limited Surplus Preferred Status.**

With this option, you become a **surplus employee** with **surplus preferred status**, but only for a 12 month period. This means you can be appointed and your appointment cannot be challenged by others for that period (6.3.1). If you chose this option early in the opting period, your surplus period of one year will be extended by up to 120 days (6.3.1.a.i).

The CRA must make every reasonable effort to market you within the CRA, and with government departments and agencies for positions in your headquarters area during this period (6.3.1.a.iii). If you don't receive a reasonable job offer within that period, you will be laid off.

If you resign during this period, you will be considered laid off on the day the CRA accepts your resignation in writing for severance and retroactive remuneration purposes (1.1.32) and you may be eligible to receive a lump sum payment covering your pay for the remainder of the surplus preferred period, up to a maximum of six months (6.3.1.a.ii). The payment will only be made if your work is discontinued (6.3.9). This amount can be up to six months pay, but cannot be larger than what you would have received by selecting option B. If you accept this sum, you lose any preferred status rights for appointment (6.3.4). You are not eligible for this lump sum payment if you refuse a reasonable job offer during the 12 month period (6.3.10). This amount is at the discretion of management, but shall not be unreasonably denied (6.3.11).

**B. Transition Support Measure.** This option gives you a cash payment for a certain number of weeks pay, based on your years of service (6.3.1.b.) Annex B of the Work Force Adjustment Appendix (WFAA) in your collective agreement provides the method for calculating this amount. Note that the maximum number of weeks pay you can receive is 52.

If you select this option, you must resign, but your resignation will be considered a lay-off when your severance pay is calculated.

The CRA establishes your departure date (6.3.2) and you do not have any preferred status rights for appointment under this option (6.3.4)

**C. Education Allowance.** This option gives you the cash payment of option B, plus up to \$8,000 for reimbursement of receipted educational expenses (e.g., tuition, books, mandatory equipment). If you choose this option, you can proceed in one of two ways (6.3.1c.). In either case, the CRA establishes your departure date (6.3.2).

1. Resign. You will be considered laid off for severance purposes and you will not have any preferred status rights for appointment (6.3.4).
2. Go on leave without pay for a maximum of two years, providing your employer with proof of registration at a learning institute. The education allowance can be made in either one or two lump sum payments over the two year period. This allows you to continue your membership in public service benefit plans, including superannuation, although you pay both the employee and employer shares. If you do not provide the CRA with proof of your registration within 12 months of the leave beginning, you will be considered to have resigned, although it will be considered a lay-off in terms of severance pay (6.3.5). At the end of the two years leave without pay, unless you have found alternate employment in the CRA, you will be laid off.

All opting employees are eligible to receive up to \$400 for financial planning advice (6.3.6).

If a reasonable job offer which does not require **relocation** is made during the 120 day opting period and prior to acceptance of option B. or C., you are not eligible for pay in lieu of unfulfilled surplus period (see option A.), the transition support measure (option B.), or the education allowance (option C.) (6.1.5).

If you receive lump sum payments for any of the above options and you are re-hired within the period covered by the payment, you will have to repay a pro-rated amount of the money (6.3.7). If you return to the CRA prior to the completion of an educational program (under option C.) and your tuition and related costs cannot be reimbursed, you do not have to repay the Education Allowance (6.3.8).

The pay in lieu of unfulfilled surplus period (option A.), the transition support measure (option B.), or the education allowance (option C.) cannot be combined with any other payment under the WFAA (6.3.3). However, severance pay and other benefits flowing from other clauses in your collective agreement are separate from and in addition to those in the WFAA (1.1.31).

The CRA is required to provide you with an individual counsellor to help you assess your situation (1.1.29 - see Getting Help fact sheet).

## **CRA Fact Sheet #7 Alternation**

**Alternation** allows employees to exchange positions with non-affected indeterminate employees who wish to leave the CRA (6.2.1). This system is **only available to opting employees**, not to surplus or laid off employees. Once an opting employee has chosen an option, they have either resigned, been laid off or have become a surplus employee, thus, the system is also **only available during the 120 day opting period**.

Indeterminate employees wishing to leave the CRA can express an interest in alternating, but management has final approval of these exchanges (6.2.3). The alternation must result in the permanent elimination of a function or position (6.2.4).

The opting employee must meet the requirements of the alternate position, including language requirements (6.2.5). Unless the employee wishing to leave will not be doing the work of the opting employee for more than five days, this employee must meet the requirements of the surplus position (6.2.5).

Alternation can take place between employees in the same group and level (6.2.6) and it can take place between equivalent positions (maximum rate for higher paid position is no more than six per cent higher than that of the lower position).

The exchange of positions must take place on the same date (6.2.7).

# CRA Fact Sheet #8

## Laid off persons

You can be laid off if:

- you are not mobile
- you can't be retrained in two years
- you request to be laid off
- you refuse a **reasonable job offer** (1.1.12)

Opting employees resigning under option B. (Transition Support Measures) or option C. (Education Allowance) are also considered laid off, but only for purposes of severance pay (6.3.1).

Surplus employees and option A. opting employees will receive at least one month written notice of lay-off (1.1.26). You cannot be laid off until at least six months after receiving **surplus preferred status** (1.1.27). The **lay-off notice** period is included in the surplus period (Definitions).

The Commissioner is required to apply the Work Force Adjustment Appendix (WFAA) in such a way as to keep actual involuntary lay-offs to a minimum (1.1.12).

Once you are laid off, you are no longer a CRA employee. However, you continue to have a **lay-off preferred status** for 15 months. This means for this period you can be appointed to a CRA position for which you are qualified and the appointment cannot be challenged, including term and short-term, non-recurring positions (1.1.24). As well, the CRA must actively market you, unless you advise the CRA in writing you are not available for appointment (1.1.34).

If necessary, the CRA must relocate you (1.1.16) and pay associated costs, such as travel for job interviews (1.1.18). Relocation must be voluntary (1.1.17) and they can only take place when there are no available preferred status, surplus or **laid off persons** at that location who are interested in and qualified for the position (1.1.17). Relocations in this case are considered employer-requested (1.1.19), as defined in the CRA Relocation Policy, including all associated benefits.

As well, during the lay-off preferred status period, you are eligible for up to two years **retraining** (4.1.3). In order to access this retraining, four conditions must be met (4.3.1).

- There must be a specific vacant position for which you are being retrained.
- You must meet the minimum requirements set out in the relevant Staffing Program Directive for the group.
- There are no other persons with a preferred status who qualify for the position.
- The CRA cannot justify not retraining you.

If you are offered a position conditional on successful completion of retraining, you must complete the training and be assessed as qualified to be appointed indeterminately (4.3.2). If you are appointed to a lower level position, your salary will be protected until you are appointed to an equivalent or higher level position (5.1)

After the 15 month lay-off preferred status period elapses, you continue to be a laid off employee, but you no longer have the above rights. Severance pay and other benefits flowing from other clauses in your collective agreement are separate from and in addition to those in the WFAA (1.1.31).

## CRA Fact Sheet #9

### When the workplace changes

Sometimes it's not individual or groups of workers affected by **work force adjustment** situations. Instead, entire workplaces are changed, through:

- **Relocation** of work unit(s)
- Total facility closures
- **Alternative service delivery initiatives**

Where there is a relocation all employees whose position will be relocated have the choice of whether to move or be treated under the provisions of the Work Force Adjustment Appendix (WFAA) (3.1.1). You must advise the employer of your decision within six months of receiving written notice of the relocation (3.1.2). If you agree to relocate, it will be treated as an employer-requested relocation, with all the related benefits (see the CRA Relocation Policy – 3.1.3). If you don't wish to move, the Commissioner will either give you a **guarantee of a reasonable job offer** or access to the rights available to **opting employees**. (3.1.2).

In the former case, the CRA can still offer the relocated position to you as your **reasonable job offer** after spending as much time "as operations permit" looking for something in your preferred location (3.1.4).

If you are not given a **guarantee of a reasonable job offer**, you will become an opting employee and you can choose from the options available (see No guarantee of a Reasonable Job Offer - Opting employees fact sheet). (3.1.5)

In some situations, you could be offered a **retention payment**, for your agreement to remain until closure of the work unit (6.4). This payment is equivalent to six months pay (6.4.5, 6.4.7, 6.4.9). Accepting a retention payment means you agree to leave the CRA with no preferred status rights to be reappointed in the agency (6.4.2). If you are reappointed to the CRA or hired by a new employer within six months of your resignation, you will have to repay part of the amount you receive (6.4.3).

In the case of total facility closures, the retention payment will be offered if jobs such as those held by the employees are in remote areas of the country, **retraining** and relocation costs are too high and it isn't likely employees can get reasonable alternate local employment (6.4.4).

A retention payment will be made if the work unit is being relocated, you have decided not to go, and the Commissioner decides it's important the employee stays in the job until the relocation (6.4.7).

Retention payments will also be made to those employees affected by alternative service delivery initiatives where the Commissioner decides it's important that certain

employees stay in their jobs until transfer and those employees have not received a job offer or have refused an offer from the new employer (6.4.9). (See also Alternative Service Delivery Initiatives fact sheet. Note that a retention payment may not be combined with any other payment given to those affected by alternative service delivery initiatives.)

# CRA Fact Sheet #10

## Alternate Service Delivery Initiatives

An **alternate service delivery** (ASD) initiative is the transfer of any work, undertaking or business of the CRA to any body or corporation that is outside the CRA (7.1). Employees affected by this type of **work force adjustment** are subject to the provisions outlined here only, unless indicated otherwise (7.2.1).

Your PSAC component must be advised of any plans to pursue an ASD initiative at least 180 days before it happens (7.2). The notice must include:

- the program being considered for ASD,
- the reason for the ASD, and
- the type of approach anticipated for the initiative.

A joint WFA – ASD committee will be created with equal representation from your union and the CRA. It may also include others by mutual agreement. The mandate of this committee is to engage in meaningful consultation on human resource issues related to the ASD in order to provide information that will help you decide whether to accept the job offer (7.2).

There are three types of transitional employment arrangements that can occur as outlined in Table 1 (7.2.2). The profile of the new employment in terms of pay and benefits is outlined for each type.

### Offer of employment

If your position will be moving to the new employer, you will receive a written offer of employment, which you can accept or refuse (7.4.1). Type 1 and Type 2 arrangement are considered a **reasonable job offer** (7.2.3). Type 3 arrangements are not (7.2.4).

There are time limits in place for accepting an offer of employment. If you refuse a Type 1 or Type 2 offer, you will receive notice of termination. If you refuse a Type 3 offer, the Commissioner may declare you either a **surplus employee** or an **opting employee**. In this case, you fall under the non-ASD provisions in the Appendix (7.5.3).

If you accept the job offer from the new employer, your CRA employment will end on the day of transfer or on a day the CRA may chose provided it doesn't break your continuous service between the old and new employer (7.5.4).

**Table 1  
Comparable Benefits with Three Types of  
Alternate Service Delivery Initiatives**

<b>Issue</b>	<b>Type 1 Full Continuity</b>	<b>Type 2 Substantial Continuity</b>	<b>Type 3 Lesser Continuity</b>
Employment rights	Retain continuous employment and all related rights	May or may not retain continuous service	Type 3 transfers are to employers with inferior working conditions which fail to meet the criteria of either Type 1 or Type 2.
Remuneration	Same remuneration (salary and supervisory differential)	At least 85% of hourly or annual remuneration (pay and supervisory differential)	
Tenure	Guarantee of 2 year minimum employment with new employer	Employment tenure equivalent to that of new employer or guarantee of 2 year minimum employment with new employer	
Benefits	Core benefit coverage*	Some level of core benefit coverage*	
Pension	Comparable pension** ➤ If not comparable, get 3 month lump sum	Comparable pension** ➤ If not comparable, get 3 month lump sum	
Disability	Sick leave carry-over up to Long-term Disability Insurance waiting period***	Short-term disability arrangements of some sort	
Vacation	Vacation transfer if new employer accepts, or payout	Vacation transfer if new employer accepts, or payout	
Severance	No severance	Severance only if new employer doesn't recognize continuous service	

<b>Issue</b>	<b>Type 1 Full Continuity</b>	<b>Type 2 Substantial Continuity</b>	<b>Type 3 Lesser Continuity</b>
Offer of employment	<ul style="list-style-type: none"> <li>➤ Must be written</li> <li>➤ Considered reasonable job offer</li> </ul>	<ul style="list-style-type: none"> <li>➤ Must be written</li> <li>➤ Considered reasonable job offer</li> </ul>	<ul style="list-style-type: none"> <li>➤ Must be written</li> <li>➤ Not a RJO</li> </ul>
Offer timing	Must accept offer within 60 days	Must accept offer within 60 days	Must accept offer within 30 to 60 days (minimum is 30)
Refuse offer	<ul style="list-style-type: none"> <li>➤ You get 4 months notice of termination ****</li> </ul>	You get 4 months notice of termination ****	You become surplus or opting employee
Accept offer	If accept offer, simply move to new employer	If accept offer, <ul style="list-style-type: none"> <li>➤ 3 months pay on day of transfer</li> <li>➤ 18 months of top-up for difference in remuneration</li> <li>➤ if less than 80%, get additional 6 months top-up</li> </ul>	If accept offer, <ul style="list-style-type: none"> <li>➤ 6 months pay on day of transfer</li> <li>➤ 12 months of top-up for difference in remuneration</li> </ul> Total cannot exceed 1 year's pay
Other Payments	<ul style="list-style-type: none"> <li>➤ retention payment possible</li> </ul>	<ul style="list-style-type: none"> <li>➤ retention payment possible</li> </ul>	<ul style="list-style-type: none"> <li>➤ retention payment possible</li> </ul>
Union	Depending on new labour legislation, you may automatically remain a member of PSAC		

\* Core benefits include health, long-term disability and dental coverage.

\*\* A comparable pension arrangement means the pension has to be “reasonable”. For example, the new employer is only obliged to contribute 6.5 per cent of payroll, compared to the 12 per cent contributed for CRA workers. It is not obliged to offer a defined benefit plan similar to the one offered in the current *Public Service Superannuation Act*.

\*\*\* Short-term disability bridging through recognition of your earned but unused sick leave credits up to a maximum of the new employer's Long-term Disability Insurance waiting period.

\*\*\*\* The Commissioner can extend the notice of termination period for operational reasons, but the extension can't go past the transfer date.

## **Payments and Allowances**

Your position will disappear on the day of transfer to the new employer. If, for any reason, you will not be moving to the new employer and your current employer wants you to stay until the day of transfer, the employer can offer you a **retention payment** (6.4). This sum, which is equal to six months pay, will not be paid in combination with any other amount under the ASD section of the Work Force Adjustment Appendix (WFAA).

If you accept a Type 2 offer, you will receive two lump sum payments to offset any difference between your current remuneration and the new remuneration (your salary and supervisory differential). If the hourly or annual salary falls below eighty per cent of your current remuneration, you will receive a further lump to be paid on the day of transfer.

For Type 1 and Type 2 arrangements, if the pension is not comparable, within the meaning of the Statement of pension principles (Annex A of the WFAA), you will receive a lump sum payment on the day of transfer of three months pay to offset this difference.

If you accept an offer of employment in a Type 3 arrangement, you will also receive two lump sum payments to offset the difference between your current remuneration and the new remuneration. This sum cannot not exceed one year's pay (7.7.4).

If you are re-appointed to the CRA within the period covered by these payments, you will be expected to pay them back on a pro-rated basis (7.8).

## **Vacation, sick leave and severance**

If the new employer will accept vacation credits, you can transfer them. Otherwise, they will be paid out (7.9.1).

If the new employer will accept sick leave credits, they will be transferred. If the new employer does not accept them, you will lose any unused sick leave credits.

Severance will not be paid to you by the CRA in Type 1 situations because your employment is considered to be continuous. In Type 2 situations, severance will only be paid by the CRA if the new employer does not recognize your continuous service for severance purposes or provide similar severance entitlements (7.9.2).

In other cases, you will be considered to be involuntarily laid off on the day your employment in the CRA ends for severance purposes (7.9.3).

# CRA Fact Sheet #11

## Canada Revenue Agency responsibilities

The CRA must:

- ✓ ensure equitable treatment and every reasonable opportunity for you to continue your career in the CRA (1.1.1)
- ✓ provide information to your union about your situation, including your name and work location, and advise and consult PSAC throughout the process (1.1.9)
- ✓ provide you with a copy of the Work Force Adjustment Appendix (WFAA) when you are notified you're subject to a work force adjustment situation (1.1.11)
- ✓ establish and modify staffing procedures to maximize the appointment of employees (1.1.33)
- ✓ establish joint **work force adjustment** committees, with equal representation from the union and employer (1.1.3)
- ✓ determine whether there will be employment available for you, and advise you and the PSAC (1.1.10)
- ✓ establish systems to facilitate the redeployment or retraining of CRA employees involved in a work force adjustment (1.1.4)
- ✓ set up an **alternation** process within the CRA (6.2)
- ✓ advise you in writing about your status and any change in it (1.1.10, Definitions)
- ✓ apply the WFAA in such a way to keep lay-offs to a minimum (1.1.12)
- ✓ counsel and advise you to assist you in gaining new employment in the CRA or in making the transition to other employment (1.1.13, 1.1.29)
- ✓ appoint as many of you and your co-workers within the CRA as possible or identify alternative positions for retraining (1.1.15)
- ✓ review the use of temporary agencies and other non-indeterminate employees and not renew them if doing so will facilitate the appointment of **surplus employees** or **laid off persons** (1.1.23)
- ✓ wherever possible, give **preferred status for reinstatement** to all employees whose salary is protected (1.1.37)

## CRA Fact Sheet #12

### Getting help and taking action!

If you believe your workplace is going to be downsized, relocated or privatized,

- ✓ remain calm
- ✓ don't make any rash or quick decisions, seriously consider all the opportunities provided, but make sure you respond within the deadlines
- ✓ actively seek alternate employment and seriously consider all job offers
- ✓ make sure the CRA has all the necessary information to assist you
- ✓ ensure you can be easily contacted
- ✓ know and demand your rights
- ✓ talk to your union
- ✓ talk to your employer

Your union is an important resource and you have the right to representation by your union in this process (1.2.1). Joint union-management **work force adjustment** committees are essential bodies for monitoring the adjustment process. Get involved in the process and work with your union.

Your union can help you interpret the Work Force Adjustment Appendix (WFAA) as it pertains to your situation. If you have questions, contact your local steward or component office.

The CRA must establish systems to facilitate the employment or **retraining of affected employees, surplus employees and laid off persons**. This includes assigning an individual counsellor and providing on-going advice to assist you in finding continuing employment (1.1.29). This advice should include information about:

- the work force adjustment situation and its effect on you,
- the WFAA and the meaning of its guarantees,
- the Preferred Status Administration System and how it works from your perspective,
- your rights and obligations,
- your current situation, including pay, benefits such as severance pay and superannuation, classification, language rights, years of service,
- alternatives that might be available to you under the WFAA,
- what happens if you refuse a **reasonable job offer**,
- the likelihood that you will be successfully appointed,
- the resources available, including the Human Resources Centres,
- preparation of a curriculum vitae or resume, for an interview with prospective employers

# CRA Fact Sheet #13

## Work Force Adjustment Glossary

**Affected employee** - an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a work force adjustment situation.

**Alternation** - occurs when an opting employee exchanges positions with a non-affected employee willing to leave the CRA with a Transition Support Measure or with an Education Allowance. This process is not available to surplus or laid off employees.

**Alternative service delivery initiative** - is the transfer of any work, undertaking or business of the CRA to any body or corporation outside the CRA.

**Education allowance** - one of the options available to opting employees. The education allowance is a cash payment, equivalent to the transitional support measure, plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.

**Guarantee of a reasonable job offer** - a guarantee the surplus employee will get an offer of indeterminate employment within the CRA. The Commissioner gives this guarantee when employment for the surplus employee is expected to be available.

**Laid off person** - a person who has been laid off and who still retains a reappointment preferred status for 15 months from the date of the lay-off.

**Lay-off notice** - a written notice of lay-off given to a surplus employee at least one month before the scheduled lay-off date. This month is included in the surplus period.

**Lay-off preferred status** – a laid off person can be appointed to a position in the CRA for which they are qualified with no right for others to challenge this appointment. This preferred status is accorded for 15 months following the lay-off date.

**Opting employee** - an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer.

**Preferred status for Reinstatement** – a preferred status in appointments accorded to certain salary-protected individuals for the purpose of assisting them to regain an appointment level equivalent to that from which they were declared surplus.

**Reasonable job offer** - an offer of indeterminate employment within the CRA, normally at an equivalent level but could include lower levels. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the CRA Travel

Policy. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2. A reasonable job offer is also one from a government department or agency for an equivalent position with a seamless transfer of all benefits.

**Relocation** - a geographic move beyond what, according to local custom, is a normal commuting distance.

**Retention payment** – a sum paid when a facility closes, work unit(s) are relocated or there is an alternate service delivery (ASD) initiative to obtain an employee's agreement to remain until the closure, relocation or transfer. This payment cannot be combined with other ASD payments.

**Retraining** - on-the-job training or other training intended to enable affected employees, surplus employees and laid off persons to qualify for known or anticipated vacancies within the CRA.

**Surplus employee** - an indeterminate employee who has been formally declared surplus, in writing, by the Commissioner. This refers to employees who have been given a guarantee of a reasonable job offer or who, as opting employees, have selected option A.

**Surplus preferred status** – permits surplus employees and opting employees choosing option A. to be appointed to other positions in the CRA without having to compete or be concerned about the appointment being challenged.

**Transition support measure** - one of the options provided to an opting employee. The Transition Support Measure is a cash payment based on the employee's years of service in the CRA (see Annex B of the WFAA in your collective agreement).

**Work force adjustment** - a situation that occurs when the Commissioner decides the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.