

#1 - Close a large office with a reasonable job offer.

You work in a workplace in the National Capital Region. The employer has notified you that your office is being closed and that the work is being transferred to a centralized work location in New Brunswick. You will be given a guarantee of a reasonable job offer.

1. Where do you go in your Collective Agreement to find out how this offer applies to you?

2. Might you have to relocate?

3. What happens in instances where there is a relocation?

4. What happens if you refuse the reasonable job offer?

#1 - Close a large office with a reasonable job offer Answer Sheet

You work in a workplace in the National Capital Region. The employer has notified you that your office is being closed and that the work is being transferred to a centralized work location in New Brunswick. You will be given a guarantee of a reasonable job offer.

1. Where do you go in your Collective Agreement to find out how this offer applies to you?

Definitions – Relocation Of A Work Unit
6.4 – The Closure Of An Office Or Work Location
3.1.1, 3.1.2 Relocation Of A Work Unit
1.1.6 – Guarantee Of A Reasonable Job Offer
1.1.8 & 1.120 - Relocation

2. Might you have to relocate?

Yes, but you might not. Given that you are in an area where there is a lot of Public Service employment like the NCR you may not have to relocate. Another job at the same level in your department or another department might be found for you.

Relocation must be voluntary (1.1.19) and can only take place when there are no available priority, surplus or laid off persons at that location who are interested in and could qualified for the position (1.1.19).

3. What happens in instances where there is a relocation?

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 (1.1.18 to 1.1.22; The Travel Directive; National Joint Council **Relocation Directive**)

If you don't wish to move, the **Deputy Head** will either give you a **guarantee of a reasonable job offer** or access to the options available to **opting employees** (3.1.2). In the former case, the department 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). This means you are eligible for specific benefits, such as paid leave and costs for a house-hunting trip in the new location.

4. What happens if you refuse the reasonable job offer?

1.1.32 - 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

#2 - Close a small office with a reasonable job offer Answer Sheet

You work in a workplace in Prince George British Columbia. The employer notifies you that your work is being centralized at the Regional Headquarters in Vancouver. The employer offers you a reasonable job offer but it is contingent on relocation. If you are not prepared to relocate you will be declared surplus and subject to Work Force Adjustment.

1. Where do you go to in your Collective Agreement to find out how this offer applies to you?

Definitions – Relocation Of A Work Unit
6.4 – The Closure Of An Office Or Work Location
1.1.6 – Guarantee Of A Reasonable Job Offer
1.1.8 & 1.120 - Relocation

2. What is likely to happen if you are not interested in relocating?

Your employer is obliged to look for and must demonstrate that they have looked for another position at the same level in your current location. However if they are unable to find a suitable position and have demonstrated that they have been unable to find one your reasonable job offer could mean that you have to relocate.

Relocation must be voluntary (1.1.19) ordinarily and can only take place when there are no available priority, surplus or laid off persons at that location who are interested in and could qualified for the position (1.1.19).

3. What happens in instances where there is a relocation?

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 (1.1.18 to 1.1.22; The Travel Directive; National Joint Council **Relocation Directive**)

If you don't wish to move, the **Deputy Head** will either give you a **guarantee of a reasonable job offer** in your current geographical location or access to the options available to **opting employees** (3.1.2).

The WFAA says that employees have to be mobile. (Employee's obligations) The department 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). This means you are eligible for specific benefits, such as paid leave and costs for a house-hunting trip in the new location.

4. What happens if you refuse the reasonable job offer?

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 (1.1.32). You will go on 1 year "lay-off priority" with the Public Service Commission

#3 - Close a small office without a reasonable job offer

You work in a small office in Stephenville Newfoundland. The employer notifies you that the work you do is being phased out because of technological change and the capacity to provide the services via the internet. The employer has notified you in writing that it will not be able to offer you a reasonable job offer.

1. Where do you go to in your Collective Agreement to find out how this offer applies to you?

2. What are your rights?

3. What are your options?

#3 - Close a small office without a reasonable job offer Answer Sheet

You work in a small office in Stephenville Newfoundland. The employer notifies you that the work you do is being phased out because of technological change and the capacity to provide the services via the internet. The employer has notified you in writing that it will not be able to offer you a reasonable job offer.

1. Where do you go to in your Collective Agreement to find out how this offer applies to you?

6.4 – The Closure of an Office or work location
1.1.6 - Opting Employee

2. What are your rights?

You are not guaranteed a **reasonable job offer** within the public service

If your services will no longer be required beyond a specific date and the deputy head does not see the likelihood of employment for you in the public service, you will receive a written notice that you are an **opting employee**.

Your **home department**, however, must give you assistance in finding new employment, either inside or outside the public service

3. What are your options?

6.1.2 As an **opting employee**, you must choose one of three options within 120 days of being advised of your status. Once you have advised the department 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 Status.

- With this option, you become a **surplus employee** with **surplus priority** status, but only for a 12 month period. This means you get the same rights as a surplus employee for that period, including that you can be appointed to a position for which you are qualified before other public service employees without having to compete or be concerned about the appointment being appealed (definitions.).
- Your home department must make every reasonable effort to market you within your preferred area of mobility during this period, but if you don't receive a **reasonable job offer** within that period, you will be laid off.
- If you resign, you will be considered involuntarily laid off on the day the employer accepts your resignation in writing for the purposes of severance pay and retroactive remuneration (1.1.37)

(b). Transition Support Measure.

- This option gives you a cash payment for a certain number of weeks pay, based on your years of service (6.3.1b.) Annex B of the 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 weeks.
- If you select this option, you must resign, but your resignation will be considered a lay-off when your severance pay is calculated.
- You don't have any priority 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 \$10,000 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 department establishes your departure date (6.3.2).
 1. **Resign.** You will be considered laid off for severance purposes and you will not have any priority 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 department 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 public service, you will be laid off.
- However, 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).

#4 - Contract out a service under Part VII with a reasonable job offer

You work in an office in Quebec City. The employer has notified you that “X” Corp is now going to provide the services that you provide on behalf of the government. The employer has notified you that “X” Corp is in the position to offer you a job and that it meets the criteria for a reasonable job offer in your Collective Agreement.

- 1. Where do you go to in your Collective Agreement to find out how this offer applies to you and what type of job offer applies to you?**
- 2. If you accept the reasonable job offer with the new employer what are the minimum wages and benefits that the new employer must offer?**
- 3. What separation obligations must your current employer provide?**
- 4. What happens if you refuse the reasonable job offer?**

#4 - Contract out a service under Part VII with a reasonable job offer Answer Sheet (French)

You work in an office in Quebec City. The employer has notified you that “X” Corp is now going to provide the services that you provide on behalf of the government. The employer has notified you that “X” Corp is in the position to offer you a job and that it meets the criteria for a reasonable job offer in your Collective Agreement.

1. Where do you go to in your Collective Agreement to find out how this offer applies to you and what type of job offer are you entitled to?

You have to look at **Part VII of the WFAA** because this work force adjustment scenario involves a transfer of any work, undertaking or business of the public service to any body or corporation that is an agency or that is outside the Core Public Administration. (7.1).

Employees affected by this type of **work force adjustment** are subject to the provisions outlined in Part VII only, unless indicated otherwise (7.2.1).

Because the job offer is considered a reasonable job offer there must be substantial continuity. Because the transfer isn't to another government agency like CRA or CFIA and doesn't offer full continuity it will be a Type 2 job offer

2. If you accept the reasonable job offer with the new employer what are the minimum wages and benefits that the new employer must offer?

At minimum:

- You must receive at least 85% of your annual or hourly remuneration. (including pay and supervisory differential payments)
- You will receive a guarantee of employment with the new employer for 2 years, except for just cause

- You must receive some level of core health, DI and dental benefit coverage, but it needn't be the same as what you currently enjoy.
- You must receive some level comparable pension benefit coverage. If it isn't comparable you will receive an extra 3 month lump sum when going over. This means that the pension has to be "reasonable". For example, the new employer is only obliged to contribute 6.5% of payroll, compared to the 12% contributed for public service workers. It is not obliged to offer a defined benefit plan similar to the one offered in the current Public Service Superannuation Act.
- You must receive some form of short term disability arrangement.

3. What separation obligations must your current employer provide?

- ❑ The employer is obligated to pay out your vacation credits but not your sick leave credits.
- ❑ If the new employer doesn't recognize continuous service you will be paid severance. If you accept the offer, you receive 3 months pay on day of transfer and 18 months of top-up pay in exchange for the difference in remuneration
- ❑ If remuneration is less than 80% of current salary you receive an additional six months top-up

4. What happens if you refuse the reasonable job offer?

If you refuse the offer you will get 4 months notice of termination, after which you are placed in a one year lay off priority position with the Public Service Commission.

#5 - Contract out a service under Part VII without a reasonable job offer Answer Sheet

You work in an office in Montague PEI. The employer has notified you that “X” Corp is now going to provide the services that you provide on behalf of the government. The employer has notified you that “X” Corp is in the position to offer you a job but that the job does not meet the criteria for a reasonable job offer in your Collective Agreement.

1. Where do you go to in your Collective Agreement to find out how this offer applies to you and what type of job offer are you entitled to?

You have to look at **Part VII of the WFAA** because this work force adjustment scenario involves a transfer of any work, undertaking or business of the public service to any body or corporation that is an agency or that is outside the Core Public Administration. (7.1).

Employees affected by this type of **work force adjustment** are subject to the provisions outlined in Part VII only, unless indicated otherwise (7.2.1).

Because the job offer is not considered a reasonable job offer there is no substantial continuity. It will be considered a Part VII Type 3 Job offer.

2. What separation obligations must your current employer provide?

Type 3 transfers are to employers with inferior wages and benefits so are not considered a reasonable job offer.

- ❑ If you accept the offer the employer must pay out your vacation.
- ❑ You will receive severance pay.

- If you accept the offer, you receive 6 months pay on the day of transfer and 12 months of top-up for difference in remuneration as long as it doesn't exceed 1 year's pay.
- The total must not exceed 1 years pay.

3. What happens if you refuse a job with the contractor?

You become either a Surplus or an Opting employee under Parts 1 to VI of the WFA.

#6. Employer obligations

Your Employer has indicated that your job is surplus to requirements but that s/he is prepared to provide you with a Guarantee of a reasonable job offer.

- 1. What must the employer do to help ensure that s/he meets her obligations and to ensure that you have employment?**
- 2. What must you do as an employee?**
- 3. What happens if the employer is unable to find you a new job as s/he has committed to do?**

#6. Employer obligations Answer Sheet

Your Employer has indicated that your job is surplus to requirements but that s/he is prepared to provide you with a Guarantee of a reasonable job offer.

1. What must the employer do to help ensure that s/he meets her obligations and to ensure that you have employment?

The Employer has the burden of obligations in the WFAA, since the WFA situation is a result of Employer decisions not worker decisions. In general the employer must conform to all of the obligations listed in Section 1 of the WFAA the most important being that:

- The employer shall maximize 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 departments or **organizations** to ensure employees involved in a work force adjustment situation are treated equitably and given every reasonable opportunity to continue their careers as public service employees (1.1.1).
- Departments shall carry out effective human resource planning in order to minimize the impact of work force adjustment situations (1.1.2).
- Departments shall cooperate with the Public Service Commission and each other in minimizing the impact of work force adjustment situations and shall identify situations where **retraining** can facilitate appointment of those involved (1.1.4, 4.1.2).

- Departments shall apply the appendix so as to minimize involuntary lay-offs (1.1.14).

2. What must you do as an employee?

In 1.4.2 it says that Employees must

- actively seek alternative employment in cooperation with their departments or organizations and the PSC
- seek information about their entitlements and obligations;
- (provide timely information (including curricula vitae or résumés) to the home department or organization and to the PSC to assist them in their appointment activities;
- (ensure that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
- seriously consider job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.
- make decisions within the time limits laid out in the WFAA

3. What happens if the employer is unable to find you a new job as she has committed to do?

If you have been guaranteed a reasonable job offer you are placed on paid “surplus priority” until the employer meets its obligation and finds you an appropriate job.