



Canada Employment  
and Immigration Union



Syndicat de l'Emploi et de  
l'Immigration du Canada

# WORKFORCE ADJUSTMENT: Brief introduction

Last update: January 2025



# Agenda

- Introduction to Workforce Adjustment (WFA)
- Overview of WFA process
- Member rights & responsibilities
- Union rights & responsibilities
- Employer rights & responsibilities
- Potential UMCC discussion points
- Other resources available
- Cautionary points



The National Joint Council Workforce Adjustment Directive does not apply to members under the PA Collective Agreement. Appendix D applies.



# What is WFA?

PA Collective Agreement Appendix D definition:

Workforce adjustment is a situation that occurs when a deputy head decides that 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 participate or an alternative delivery initiative.



# A brief recent history

Vegreville, AB —IRCC Case Processing Centre relocation —2016

- 280 jobs affected, majority CEIU members.
- Under the Liberal Government

Deficit Reduction Action Plan (DRAP) —2012

- Approximately 19,200 jobs lost.
- Government anticipated 7,000 to be through attrition
- Under the Conservative Government



# Who does WFA apply to?

- Appendix D applies to indeterminate employees only and is meant to protect the job security of indeterminate employees.
- Departments must review the use of temp agencies, consultants, contractors, term employees, and all other non-indeterminate employees and, where practicable, must refrain from using them where this will facilitate the appointment of surplus or laid-off indeterminate employees. (1.1.27)
- Departments should also stop the clock on term employees' service towards indeterminate rollover if it will prevent a WFA situation.

Term employees may therefore not be renewed

- No recourse available —no grievance except if there is discrimination linked to a prohibited ground with evidence



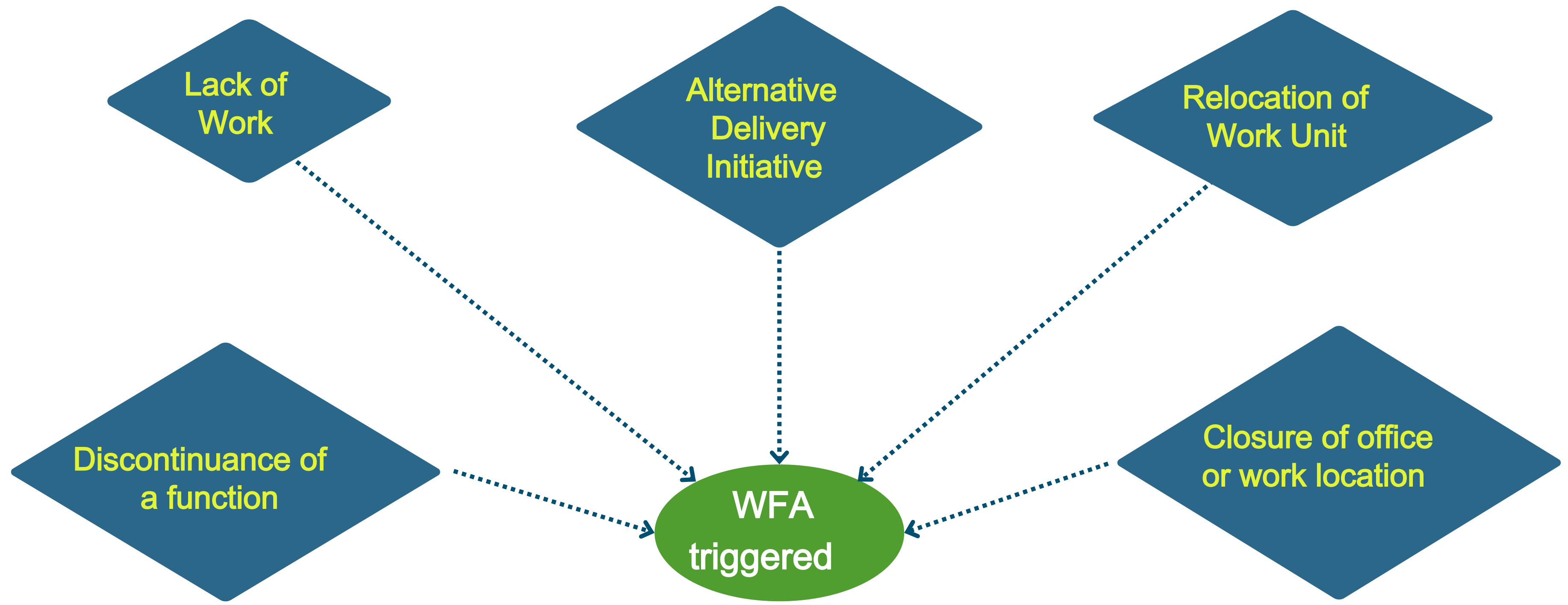
# Appendix D: Objectives

“It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).”

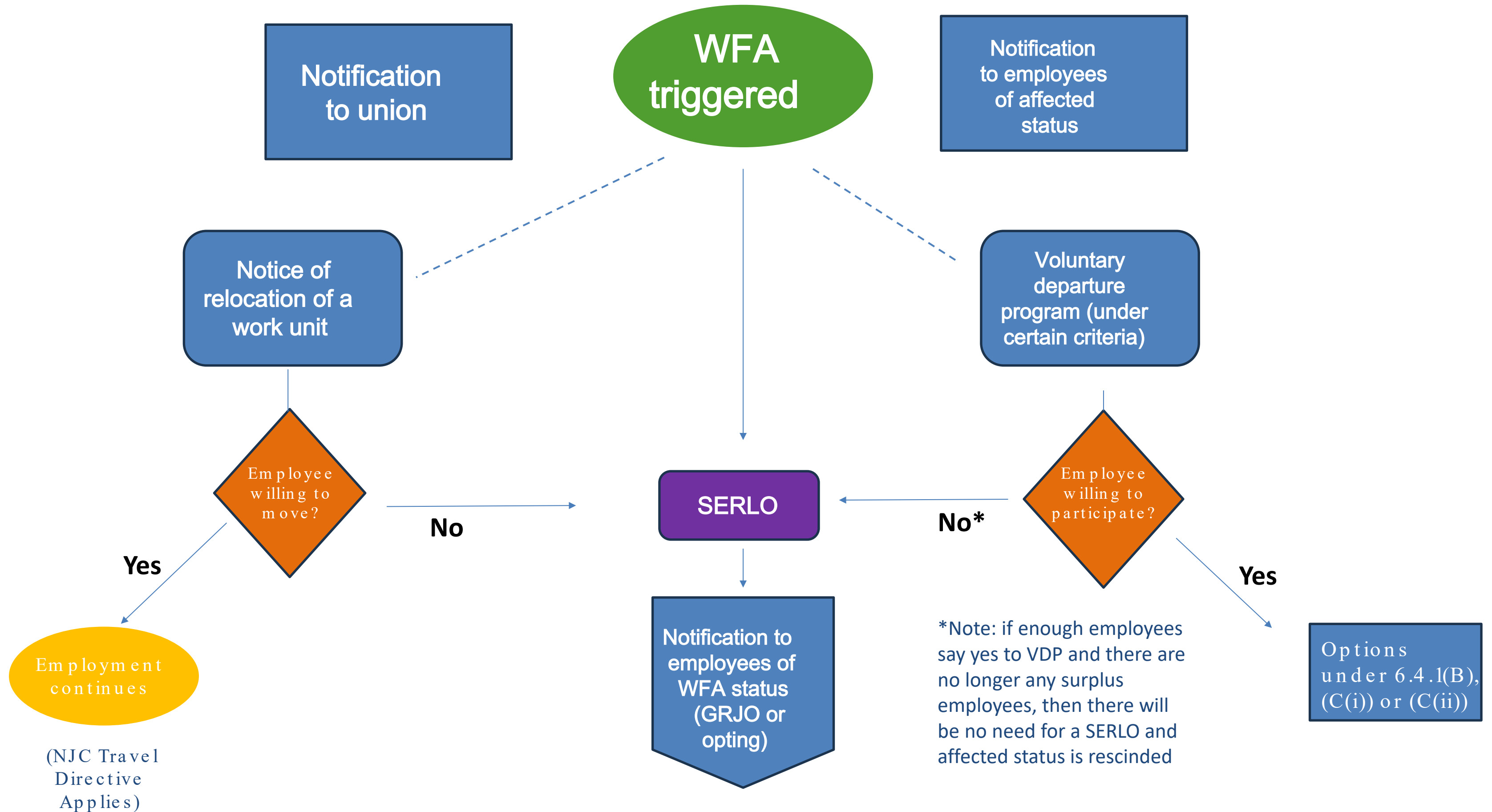


# When does WFA apply?





# General Process: First steps





# Counseling to affected employees

## Appendix D 1.1.34 — employer to counsel affected employees on:

- WFA situation & effect on the individual
- WFA Appendix D
- PSC's Priority Information Management System from employee perspective
- Preparing a CV or résumé
- Employee rights & obligations
- Current employee situation (pay, benefits, years of service, language rights, etc.)
- Available alternatives / options
- Likelihood of continued employment
- Explain reasonable job offer and process
- Available supports and services
- Interview preparations
- Ongoing counselling for staffing priority entitlement
- Impact of refusing a reasonable job offer
- Right to union representation
- Existence of Employee Assistance Program



# SERLO: Selection of employees for retention or layoff

- Process for determining who will be retained vs. laid off among employees
- Governed by the PSEA not the collective agreement
- Though similar, not considered an appointment process under PSEA, therefore the qualifications, requirements, and needs established can differ from those used in an appointment process
- Employer sets merit criteria – essential qualifications, language requirements, asset qualifications, operational requirements, organizational needs
- Official Language requirements must be an essential qualification (not asset). Non-imperative staffing does not apply.
- Employment equity can be considered
- Manager can include employees on leave of absence in a SERLO process – case by case determination with HR specialist
- If an employee does not want to participate in the SERLO, that does not result in their withdrawal from the process – case by case basis determination with HR specialist



# SERLO

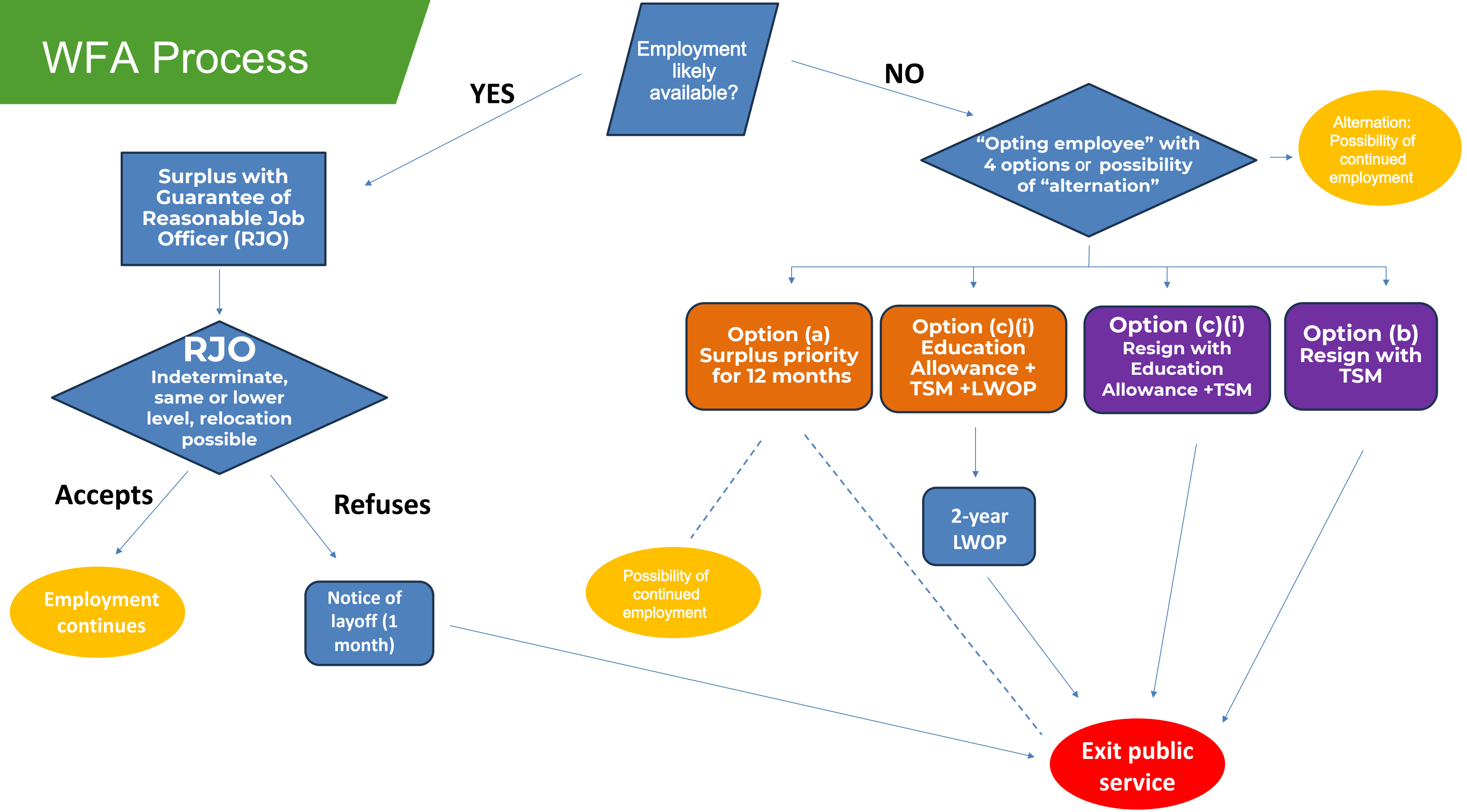
## Outcome of SERLO:

- Employees retained: have their “affected” status rescinded
- Employees not retained: declared surplus (if GRJO) or opting (if no GRJO)

## Recourse:

- Employees who have been selected for lay-off have a right to make a complaint pursuant to subsection 65(1) of the PSEA on the grounds that their selection constituted an abuse of authority
- Abuse of authority has the same meaning in relation to lay-off complaints as it has for appointment complaints

# WFA Process





# Details of WFA process

Member receives a letter that they are a surplus employee and are either (a) being given a guarantee of a reasonable job offer or (b) are an opting employee.

(a) GRJO: Employee remains employed and in surplus status until appointed to another indeterminate position, refuses a reasonable job offer, or chooses to resign.

- An RJO is normally at an equivalent level but could include lower levels. If appointment to a lower-level position, salary protected and reinstatement priority for reappointment to a former level
- If needed, retraining is provided
- If they refuse a RJO, they will get 1 month notice of layoff but layoff date must be at least 6 months after surplus date; they will get severance pay and 1 year layoff priority

(b) Opting employee: Employee has 120 days to select an option.

- once they submit their choice in writing, they cannot change it;
- if they fail to choose an option after 120 days, option A will be imposed;
- if they haven't yet submitted their choice in writing and a RJO which does not require relocation is made, the options will no longer be available
- \$1200 for counseling services related to their potential re-employment or retirement



# Options for opting employees

An opting employee must choose one of 4 options:

A. 12-month surplus status

- 12 to 16-month time limit to find RJO depending on when you choose
- Pension Waiver if 55-59 years of age with at least 10 years of service
- Pay in lieu of unfulfilled surplus period if they resign before the end of the 12 months. Employee is ineligible for pay in lieu if an RJO has been refused

B. Transition Support Measure (TSM)

- Lump sum payment based on years of service
- Considered laid off for severance purposes
- Pension waiver available

C. Education allowance with:

(i) TSM and resign: TSM plus reimbursement of up to \$17,000 for receipted expenses for tuition fees, costs of books, and relevant equipment.

(ii) 2-year LWOP: Same as above but delay departure and go on LWOP while attending learning institution; can continue benefit plans; laid off after 2 years, 12 mo layoff priority status



# Alternation

- All departments or organizations must participate in the alternation process
- An alternation occurs when an opting employee or a surplus employee who chooses option 6.4.1(a) and who wishes to remain in the core public administration exchanges positions with a nonaffected employee (the alternate) willing to leave the core public administration under the terms of Part VI of the appendix.
- Employee may participate in an Alternation Program during the 120-day opting period or during the 12-month Option A surplus period
- Employees under PSAC collective agreements can select Option B or C(i) or C(ii)
- If alternation is during Option A surplus period, alternate's TSM will be reduced by 1 week for each completed week between beginning of employee surplus period and date of alternation



# Employer rights & responsibilities

- Comply with terms of the Collective Agreement including Appendix D
- Establish joint WFA committees with the union and consult with union ASAP after making WFA decision and throughout process
- Determine which jobs are deemed affected by WFA
- Inform affected employees in writing
- Counsel affected employees and provide counselor to those who are opting, surplus, laid off
- Cooperate with the Public Service Commission and provide them with information about surplus employees
- Maximize employment opportunities for indeterminate employees affected by WFA, keep layoffs to a minimum, and avoid appointment to lower-level positions
- Treat employees equitably (1.1.1), not act arbitrarily, in bad faith, or discriminatorily (articles 6 and 19 & the Canadian Human Rights Act)



# Union rights & responsibilities

- Participate in consultation: departments must advise and consult with the union “as completely as possible regarding any WFA situation as soon as possible after the decision has been made and throughout the process” (2.1.1)
- Consultation through joint union-management WFA committees is required when a voluntary departure program is established (6.2)
- Before notifying any potentially affected employee, departments or organizations shall send a notice to the PSAC National President including:
  - the identity and location of the work unit(s) involved,
  - the expected date of the announcement,
  - the anticipated timing of the workforce adjustment situation
  - the number, group and level of the employees who are likely to be affected;
  - to be sent confidentially in writing at the earliest possible date but no less than two (2) working days before any employee is notified of the workforce adjustment situation (2.1.3 & 2.1.4)



# Union rights & responsibilities

- Comply to terms of the Collective Agreement including Appendix D.
- Participate in joint WFA committees with the employer (D 1.1.3).
  - Can be created at any level of the organization where they can assist in ensuring a fair and transparent process.
  - Purpose is to discuss and attempt consensus on implementation of Appendix D.
    - If no consensus, other avenues are possible including policy grievances and political action.
  - Can engage in discussion on WFA-related issues not covered by the Appendix D but essential for transparency and fairness.
- Support and represent members as deemed appropriate



# Member rights & responsibilities

- Right to union representation in the application of Appendix D
- Employees who receive a GRJO or have 12-month surplus priority status under Option 6.4.1(a) are responsible for:
  - actively seeking alternative employment in cooperation with their department and the Public Service Commission, providing timely information, ensuring they can be easily contacted, attending appointments
  - seeking information about their entitlements and obligations
  - seriously considering job opportunities offered, including retraining and relocation possibilities, specified period appointments and lower-level appointments
- Opting employees are responsible for:
  - considering the options in Part VI
  - communicating their choice, in writing, to their manager within 120 days.



# Member rights & responsibilities

- Terms of the Collective Agreement apply including Appendix D
  - No discrimination per article 19 and Canadian Human Rights Act
    - Must have evidence to grieve
  - Management cannot act in bad faith or arbitrarily
    - Must have evidence to grieve
- Right to union representation for collective agreement matters
  - May be able to grieve a violation of collective agreement
    - Always attempt informal resolution first
- To be counselled by the employer
- Respect timelines of the WFA process
- Comply with terms of WFA process



# UMCC suggested focus points

- Staffing —ask about management’s plans & constructively raise concerns
  - Term non-renewals, use of contractors, use of temporary agency personnel, use of consultants.
  - Appendix D 1.1.27, in part:
    - “Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.”
- Redistribution of workload, related impacts & concerns
- Worksite assignment changes



# UMCC suggested focus points

- Worksite capacity
- Work schedule changes (flexible hours, CA 25.08, 25.09, 25.24 to 25.27)
  - Employer is to consider each request individually. Should not deny or rescind flexible work arrangements by groups.
  - Reduction in staffing is not a valid operational requirement to deny flexible hours.
- Changes to telework arrangements
- Any new or different shifts
  
- Health and safety related matters are to be raised via the health and safety committee.



# Resources

[PA Collective Agreement PSAC \(expiry 2025-06-20\)](#)

[Work force adjustment PSAC](#)

[Workforce Adjustment general info Government of Canada \(last update 2024-06-26\)](#)

[Managing: Workforce adjustment Government of Canada \(last update 2024-06-26\)](#)

[Selection of employees for retention or layoff: Guide for managers and human resources special those affected after Feb. 1, 2025 Government of Canada \(last update 2025-01-31\)](#)

[Guide on Priority Entitlements \(staffing\) - Government of Canada](#)

[Pension Centre contact information Government of Canada](#)

[Guide- Retiring from the Public Service PSAC \(Group 1\) those hired before January 1, 2013](#)

[Guide- Retiring from the Public Service PSAC \(Group 2\) those hired on or after January 1, 2013](#)

[Pension Waiver information Government of Canada](#)

[Life Events: Public service group insurance benefits plan Government of Canada](#)

[Employee Assistance Services Government of Canada](#)

[Mental health resources CEIU](#)



# Cautionary points

- NJC Workforce Adjustment Directive does not apply to members covered by the PA Collective Agreement per article 7.
  - Appendix D applies.
  - A plain reading of the language is to be used when analyzing and applying Appendix D.
- Please periodically check for updated information on the CEIU and PSAC national websites and monitor your personal email.





# Conclusion

- Members should direct questions and concerns to the employer.
- Members should make the union aware of instances where the employer is not following the collective agreement or related policies and guidelines.
- The employer is to support, and counsel affected employees.