

STATEMENT OF WORK

TASK DESCRIPTION – EXTERNAL COMPARABILITY STUDY OF THE LAW PRACTITIONER (LP) GROUP RELATIVE TO LEGAL PROFESSIONALS EMPLOYED IN THE RELEVANT EXTERNAL LABOUR MARKET

OBJECTIVE:

The Treasury Board of Canada Secretariat is seeking a contractor to evaluate Law Practitioners¹ (LP) compensation against compensation provided to legal professionals employed in the relevant external labour market to determine whether that compensation is competitive.

BACKGROUND:

On July 10, 2018, the Federal Public Sector Labour Relations and Employment Board rendered a decision on the terms and conditions of employment for the LP occupational group for fiscal years 2014-15 to 2017-18. The decision included a recommendation that the Treasury Board, henceforth the Employer, and the Association of Justice Counsel (AJC) conduct a joint study evaluating LP compensation. Subsequently, the two parties have formed a Technical Committee to oversee the evaluation outlined in this Statement of Work.

Compensation considerations

The *Federal Public Sector Labour Relations Act* (FPSLRA) outlines several factors that guide arbitral decisions on compensation. Among those factors, section 148(b) specifies “the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations ...”

SCOPE OF WORK:

The third-party evaluation of the LP occupational group’s compensation with that of other provincial and territorial government legal professionals, Judge Advocate General’s lawyers, and federal Separate Agencies. Compensation includes salaries, performance payments, overtime and other premiums and allowances, but excludes the Military Factor.

Data collection

- To the extent necessary for the purpose of completing the work, the Contractor will work with the Project Authority to develop survey instruments or other methodologies to collect pertinent compensation data from survey participants. The Project Authority will approve the survey instrument prior to the Contractor sending it to participants.
- The contractor will use the methodologies to collect data and information on the following:
 1. The Contractor will collect data on lawyers separately identifying, as directed by the Project Authority, those who do not occupy management positions (in this context, “management positions” means unrepresented employees in a unionized environment; in a non-unionized environment, management employees would be excluded).
 2. Year of call and associated compensation as outlined above. If year of call data is unavailable for an organization, the Project Authority will determine an appropriate proxy.

¹ Encompasses LP levels 1 to 5

3. The Contractor will request corporate documents on participants' legal professional terms and conditions of employment relevant to their compensation, compensation frameworks, job evaluation standards, performance management frameworks, and any other documentation on participants' legal professional occupational group.
 4. The Project Authority will provide similar data to the Contractor on the LP occupational group.
 5. The Project Authority will also provide the Contractor with Incumbent-based data on base salary and short-term incentives for legal professionals that matches with data on years since call to the bar and years of service.
- The Contractor will support participants' completion of a survey, if necessary. When the Contractor requires additional information about the LP occupational group, the Contractor will seek input from the Project Authority.

Compensation Comparison

- The Contractor will create annual bands of years since call to the bar and associated compensation as outlined above. For the LP group, Judge Advocate General's lawyers, and federal Separate Agencies the Contractor will determine mode, median, mean and range of values as well as the 25th and 75th percentile per band, including and excluding short-term incentives.
- The Contractor shall provide comparisons on the following basis:
 1. All LPs with provincial and territorial lawyers; will include comparisons by jurisdiction and a comparison of LPs to a national average weighted by LP population by province/territory of employment.
 - The working group will provide the Contractor with the LP population weights by province effective March 31, 2018. This will include shifting LP litigators, to a maximum of 25, from Gatineau, Quebec to Ottawa, Ontario,
 2. All LPs with other lawyers in the federal separate agencies and the Judge Advocate General; will include comparisons by employer and a comparison of LPs to all other employers weighted by employer incumbent population.
 3. and LPs earning the Toronto rate with Ontario government lawyers.
- The Contractor will compare the LP occupational group summary statistics with each participants' results and with a national average weighted by the province where LPs have been called to the bar, based on salary and compensation.
- The Project Authority will provide the same summary statistics to the Contractor using data effective March 31, 2018, which have pay rates effective May 10, 2017.

PERSONNEL REQUIREMENT:

The requirement is for a senior human resources consultant who is a subject matter expert in the conduct of compensation comparability studies.

The senior consultant may be supported by additional personnel provided by the contractor.

SERVICES REQUIRED:

The services required are to submit:

- A project plan for completing the required work

- A report providing detailed supporting data collected during the study.

TASKS:

The following steps are expected:

- Step 1: The Project Authority or its delegates (henceforth the Project Authority) will convene a preliminary meeting with the Contractor to launch the external market comparison.
 1. Item 1: Project Authority provides to the Contractor a list of potential survey participants
 2. Item 2: The Contractor and the Project Authority confirm the data and its layout to be collected from participants.
- Step 2: The Contractor collaborates with the Project Authority to resolve any issues related to the survey. Following final agreement from the Project Authority, the Contractor initiates its survey.
- Step 3: The Contractor begins its analysis.
 1. The Contractor will contact the Project Authority to facilitate participation.
 2. The Contractor will provide updates to the Project Authority on survey response rates and whether those responses are complete.
- Step 4: The Contractor provides regular updates on the progress of the survey and submits report outlines and templates for approval by the Project Authority.
- Step 5: The Contractor submits its first draft of its Compensation Comparison to the Project Authority (Deliverable A).
 1. The Project Authority will provide feedback on the first draft to the Contractor within two (2) weeks of the Contractor’s presentation to the Project Authority.
- Step 6: The Contractor will submit its final report (Deliverable B).
 1. The final draft will incorporate feedback the Contractor received from the Project Authority following its presentation of the first draft.
- Step 7: Upon completion of the study, the Contractor will submit the data collected to the Project Authority.

DELIVERABLES AND ASSOCIATED SCHEDULE:

Included below are the key tasks to be performed along with the corresponding timeframe for the completion of each task (total duration of this project is **xxxx (X)** weeks):

Description	Completion Timeframe
Meet with Project Authority to clarify roles and responsibilities and to initiate survey work	
Deliverable A: Submit draft report to Project Authority with two (2) evaluations: one based on	

years since call to the bar and one based on years of service	
Deliverable B: Submit final report to Project Authority with two (2) evaluations: one based on years since call to the bar and one based on years of service	
As and when required: The Contractor will be available, at the request of the Project Authority, to present and discuss the evaluation's results to the Project Authority or to a third-party.	

CONSTRAINTS:

Unless otherwise agreed, any communication related to the conduct and substance with the Contractor outside of scheduled meetings or conference calls will be conducted via e-mail, with all parties being copied on those communications.

It is recognised that the Employer may communicate bilaterally with the contractor from time to time regarding contract management and the financial administration of the contracts. The Employer will endeavour to inform the AJC of these instances.

Contractors shall be expected to conduct their work in a neutral, transparent and professional manner that avoids any perception or occurrence of bias toward one of the participating parties.

On an "as required" basis, the Contractor must make him/herself available for the time frames outlined above.

DATA SECURITY, RETENTION, AND ACCESS

Storage of any data that may have archival value beyond the life of this study shall be cleared and approved by the Project Authority in advance. Similarly, sharing of data collected for this study with any source outside the Contractor and the Project Authority shall be prohibited. However, the Project Authority will be permitted access to the data as well as updates on the status of progress as needed. To this end, the Contractor undertakes to respond to the Project Authority's queries for information and reasonable scrutiny over the research process at any stage of this project.

SUB-CONTRACTING, DEBRIEFING, AND DISSEMINATION

No part of this research shall be subcontracted out or carried out by a party other than the Contractor. Similarly, no unilateral debriefing or communication of information, preliminary/final results or trends shall be undertaken by the Contractor. Both parties need to be present during any briefing or information sessions by the contractor throughout the life of this project. Unless authorized by the Project Authority, no dissemination of this research or any part thereof shall take place throughout the life of this project.

LANGUAGE OF WORK:

Any written deliverables will be in English. Any translation will be the responsibility of the client.

TRAVEL REQUIREMENTS:

There are no requirements to travel outside of the National Capital Region.

LOCATION OF WORK:

Meetings will take place in Government offices in the National Capital Region. The rest of the work will be completed off site at the Contractor's offices.

SECTION B - Applicable Basis of Payment

As per section C and D below.

SECTION C – Cost Breakdown of Task

Deliverable A – Business Case

Category	Role	Hourly Rate	Level of Effort (Hours)

Deliverable B – Final Report

Category	Role	Hourly Rate	Level of Effort

Final Report Debriefings - As and when required (assume one day for estimate)

Category	Role	Hourly Rate	Level of Effort

SECTION D - Applicable Method of Payment

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