

STATEMENT OF WORK

TASK DESCRIPTION – INTERNAL RELATIVITY STUDY OF THE LAW PRACTITIONER (LP) GROUP RELATIVE TO COMPARATOR GROUPS IN THE CORE PUBLIC ADMINISTRATION (CPA)

OBJECTIVE:

The Treasury Board of Canada Secretariat is seeking a contractor to conduct an internal relativity study for the Law Practitioner (LP) group relative to select comparator groups in the Core Public Administration (CPA). The evaluation will assess the job value of the LP group against its comparators based on factors of Skills, Effort, Responsibility and Working Conditions (SERWC), as well as the total annual compensation of each group.

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 Canada (AJC) conduct a joint study evaluating LP compensation. Subsequently, the two parties have formed a Working Group (known herein as the Project Authority) 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(c) specifies “(c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service...”

The information collected and conclusions presented in the study will inform discussions between the Employer and the AJC on whether LP compensation is sufficient according to the FPSLRA.

SCOPE OF WORK:

The study will provide a third-party perspective on the internal relativity of the LP group relative to selected comparator groups in the CPA (between 20 and 25 groups and levels). A list of comparator groups will be provided by the Project Authority to the Contractor and will include relevant levels from the following groups: Auditing (AU), Economics and Social Sciences Services (EC) levels EC-05 to EC-08 (Economists and Economic Policy Researchers and Analysts job stream), Engineering and Land Survey (EN), Executive (EX) levels EX-01 to EX-04, and Medical Specialist level MD-MSP-01 as part of Medicine (MD).

For the purposes of this study:

- Compensation is understood to be salary as of 2017-18 (at the highest salary rate for positions in the job class), plus other forms of remuneration paid for work performed by an employee (e.g., allowances, bonuses or performance pay), expressed on an annual basis. Compensation excludes payments received for working in a specific geographic area, for reimbursement of work-related expenses and for retroactive pay.
- The value of a job to be determined based on an established job evaluation process conducted by the contractor to assess the skills, effort, responsibility and working conditions associated with the job. The contractor will evaluate jobs based on job descriptions, and additional contextual information when

available (after assessing the job description's sufficiency, accuracy and currency). The Contractor will devise appropriate methodology, in consultation with the Project Authority, to perform that assessment. [The cost for a job evaluation based on the job description only is estimated to be [\$XXX (plus HST)] per job.]

- Of the 200 job capsules evaluated, once the first draft of job values is received, the Project Authority could request the contractor to corroborate the job values for a subset of up to 30 selected job capsules, using supplementary information collected from an off-the-shelf questionnaire. The questionnaire will then be refined in collaboration with the Project Authority to ensure it is able to capture the job content for all groups to be evaluated. The Project Authority shall make the final determination on the content of the questionnaire. [The additional cost for a job evaluation based when a questionnaire is required is estimated to be \$X,XXX (plus HST) per job.]
- Throughout the duration of the contract, the Contractor will provide recommendations on specific questions from the Project Authority based on best practices for conducting internal comparability analysis.

PERSONNEL REQUIREMENT:

The requirement is for a senior human resources consultant who is a subject matter expert in internal relativity. The consultant may be supported by additional personnel employed by the contractor.

SERVICES REQUIRED:

TASKS:

The Contractor will perform the following steps:

Step 1: Project Plan

- Receive contextual information on the nature of the work performed by the LP group within the CPA
- Prepare a project plan for the work
- Submit a project plan to the Project Authority

Step 2: Sample jobs, collect data and evaluate jobs

- Evaluate up to [200] job capsules provided by the Project Authority.
- Evaluate jobs for the LP group and for each comparator group and level based on the factors of Skills, Effort, Responsibility and Working Conditions or similar sub-factors approved by the Project Authority.
- Share draft and final job evaluation results with the Project Authority and seek feedback.
- Corroborate, at the request of the Project Authority, draft job evaluation results for up to 30 job capsules of the [200] with supplementary information collected from an off-the-shelf questionnaire, which will be refined by the Project Authority, and sent out to the manager (or one of the managers) who will collaborate with an incumbent of the job capsule being sampled. This information will be used to inform the job evaluation results for the 30 jobs capsules (or approximately 15% of the job capsules evaluated).
- Determine the average job value for each group and level based on the final job evaluation results, taking into account the job evaluation results for all jobs selected by the Project Authority including those sharing the same job description.

- Determine a methodology to assess the value of overtime for comparator groups based on information provided by the Project Authority at the request of the Contractor.
- Calculate the average annual compensation for each group and level based on the components of compensation outlined above.

Step 3: Compare internal relativity using wage comparison method

- Using the results determined above for each group and level, plot the relationship between the average job value and the annual compensation for the selected comparators (i.e., using a regression line, referred to below as wage line).
- Evaluate how the compensation of each LP group and level compares to the established wage line for the comparator groups and levels and whether a wage gap from an internal relatively perspective may exist.

Step 4: Reporting

- Prepare and submit a draft report containing results of the job evaluation and the study to the Project Authority for their review and feedback.
- The report, at a minimum, will include the following components:
 - A description of the methodology applied to evaluate the jobs
 - Detailed information on the job value rating for each job capsule evaluated in the LP group and for each comparator broken down by group and level (e.g., ENENG-04)
 - For each group and level, determine the average job value, taking into account the job evaluation results for all job capsules selected by the Project Authority, including those sharing the same job description.
 - For each group and level, calculate the annual compensation.
 - Description of the wage comparison methodology approach used to assess the internal relativity of the LP group against its comparators.
 - The result of the wage comparison study and key findings from the analysis.
- Revise the report incorporating any feedback from the Project Authority and submit a final report.

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 XX months (or XX weeks) from the time the job project plan is submitted to the Project Authority):

Deliverables	Completion Timeframe
[Deliverable A: Submit the project plan to the Project Authority and receive job descriptions and contextual information]	[Within X () weeks of start date of the contract]
[Deliverable B: Provide draft results of the evaluated jobs to the Project Authority (not including those which require a questionnaire)]	[Within X () weeks]
[Deliverable C: Provide additional results of the evaluated jobs which require a questionnaire]	[Within X () weeks]
[Deliverable D: Share draft report on the internal relativity analysis with Project Authority for Comments and Approval]	[Within X() weeks]

[Deliverable E: Share final report on the internal relativity analysis with Project Authority]	[Within X () weeks]
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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 the AJC and the Treasury Board Secretariat representatives of the Project Authority need to be present during any briefing or information session 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 travel requirements associated with this contract.]

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.]

SECURITY

SECTION B - <u>Applicable Basis of Payment</u>
[As per section C and D below.]

SECTION C – Cost Breakdown of Task
[TBD...]

SECTION D - <u>Applicable Method of Payment</u>
<ul style="list-style-type: none"> • [\$XX for satisfactory completion and submission of Deliverable A to the Project Authority no later than XX] • [\$XX for satisfactory completion and submission of Deliverable B to the Project Authority no later than XX] • [\$XX for satisfactory completion and submission of Deliverable C to the Project Authority no later than XX] • [\$XX for satisfactory completion and submission of Deliverable D to the Project Authority no later than XX] • [\$XX for satisfactory completion and submission of Deliverable E to the Project Authority no later than XX] <p>[The total value of the contract cannot exceed \$300,000 including HST (specific breakdown by deliverable TBD). The Project Authority may interrupt the contract at any point during the process and payment will be made for all completed deliverables up to that point.]</p> <p>[As such, up to [200] job capsules can be evaluated by the Contractor:</p> <ul style="list-style-type: none"> • Cost per job evaluation based on job description only is estimated to be \$XXX per job, plus HST • Cost per job evaluation for [30] job capsules for which additional information through questionnaires is required to corroborate draft job evaluation results, estimated to be \$X,XXX per job, plus HST. • Cost of the remaining deliverables including the project plan, report and wage comparison methodology (estimated to be up to \$XXX,XXX plus HST)]