

Hiring Your Senior Administrative Officer or Band Manager

A Checklist for Mayors and Councils

This Checklist provides the guidance and documents your municipality needs to hire a Senior Administrative Officer or Band Manager (BM).

The Checklist lays out the steps in the hiring process, and the actions and materials you'll need to successfully hire your new senior community manager. Examples of forms and links to relevant documents are included. Documents can be adapted to meet your community's needs.

This Checklist is a guide, and is not intended to replace legal advice or the services of a human resources professional

Getting Started

- **Start a competition file** to centralize all your documents and create a documentary record of the hiring process
- **Do an “exit interview”** with your outgoing or former SAO/BM, to gather recommendations for changes to the position or organizational structure
- **Review relevant legislation** regarding SAO/BM's duties and functions:
 - [Cities Towns and Villages Act S.41](#)
 - [Hamlets Act S. 43](#)
 - [Charter Communities Act S. 45](#)
 - [Tlicho Community Governments Act S. 38](#)
 - Relevant legislation for Designated Authorities
- **Review community government policies** governing hiring procedures, e.g. Job Descriptions, Recruitment and Selection, Offers of Employment. (See a list of [HR Policies](#))

Position and Selection Requirements

- **Review with Council**
 - expectations for the position
 - any special requirements (e.g. Northern/NWT/First Nations community experience)
 - needed changes to the job description
 - salary and benefits being offered. Discuss opening salary offer and limits to salary negotiation
 - needs for any particular skills based on upcoming challenges (e.g. financial recovery, infrastructure, communications)
- **Review the [Job Description](#)** to ensure it is up to date and meets the requirements of HR Policies. Incorporate changes based upon Council direction and the exit interview.
- **Set Evaluation Criteria** based on the Job Description knowledge, skills and abilities, educational qualifications, bonding and special requirements and the direction of Council. Determine whether you want to require a Criminal Record Check
- **Review training commitments** resulting from program agreements, such as the *Advancing Local Government Administrator Program (ALGAP)*. Check with the GNWT Municipal and Community Affairs (MACA) Regional Superintendent to see whether there are requirements to hire a trainee once mentorship is completed, or whether there is an opportunity to hire a trainee as part of this staffing action
- **Create a Hiring Committee**, recommended to include the Mayor or a Councillor, a senior staff person, the MACA Regional Superintendent and the outgoing SAO/BM

Advertise the Job

- **Set application deadline**
- **Draft a [job advertisement](#)** based on the Checklist example.
- **Place advertisement in:**
 - Newspaper (usually News/North)
 - Local Government Administrators of the NWT (LGANT) [website](#)
 - Jobs North [website](#)
 - Local Government Administration Association of Canada [website](#)
 - Your community government newsletter

- **Put up posters** on community bulletin boards. Ask the newspaper for a PDF copy of the job ad, and photocopy it as a poster

Prepare for Interviews

- **Review the applications** to create a list of candidates who meet the Evaluation Criteria. Use the [Application Screening Table](#) in the Checklist.
- **Pick top candidates** for interviews—3 to 5 candidates are recommended
- **Schedule interviews:**
 - Timed for availability of Hiring Committee
 - In person for local candidates
 - By phone for outside candidates, then in person if the person places first in the initial interview
- **Develop Interview Questions** which test each of the requirements set out in the Evaluation Criteria
- **Create an Interview Questions Sheet** to set the interview questions and record interview responses. Refer to the [SAO Interview Questions Sheet](#) example in the Checklist.

Hold Interviews

- **Interview candidates:**
 - Ensure all candidates are asked the same questions
 - Allow time between interviews for Selection Committee to review the Questions Sheet responses and agree on scores
 - Select a preferred candidate, based on the ranking of scores
- **Second interview** with preferred candidate:
 - With the full selection committee
 - Consider a meeting with the full Council
 - More in depth discussion for greater familiarity
 - Ask candidate to supply references, but respect candidate's request not to call current employer
 - Confirm that candidate is bondable and will pass Criminal Records Check
- **Decide on a preferred candidate**

Check References

- **Write reference check questions**, based on [Reference Check Form](#) example in the Checklist
- **Make reference calls:**
 - Listen carefully—some employees are cautious about giving references
 - **Ask the important question: “Would you hire this person back?”**
 - Check with others who may have knowledge of the candidate: LGANT, NWTAC, First Nations governments
 - Do an internet and LinkedIn search for other background information
 - Confirm the candidate is bondable

Hire Your SAO

- **Make the hiring call** to the successful candidate:
 - confirm the candidate will accept the job if it is offered
 - confirm terms of employment: salary, benefits, start date
 - emphasize that the decision to hire must first be confirmed by Council
- **Discuss final offer with Council** in-camera to confirm an offer of employment should be made
- **Make a written offer of employment** to the candidate, including:
 - all pay, benefits, vacation and lieu time conditions
 - state the terms of probation and evaluation
 - completion of bonding requirement, and supply of Criminal Records check, if this was required
 - the Job Description should be included as an appendix to the letter

Adapt the [Letter of Offer Example](#) included in the Checklist.

- **Pass a by-law or Band Council resolution** once the signed letter of offer has been received. Adapt the [Example By-law](#) included in the Checklist
- **Execute a written contract** of employment, using the [Example Contract](#) included in the Checklist.
- It is a wise precaution to get legal advice on the offer of employment letter and the contract of employment. Ensure the letter and contract have been recently reviewed to confirm they are consistent and legally correct

- **Announce the appointment:**
 - By letter or email to key partners
 - By announcement in your community newsletter or website
 - Consider issuing a media release

Trust Your Gut!

Never hire to fill a position unless you are satisfied and comfortable with the candidate

There are other options to fill temporary gaps:

- Hire someone you know on a temporary basis
- Ask the MACA Regional Superintendent about possible interim staff

Job Description *Example*: Senior Administrative Officer/Band Manager

Job Description

Senior Administrative Officer

PURPOSE OF THE POSITION

(The main reason for the position, in what context and what is the overall end result)

The Senior Administrative Officer is responsible for the management, administration and delivery of all municipal programs and services in order to ensure that they are accomplished in an effective and efficient manner and within all legislative, policy and procedural guidelines.

SCOPE

(The way that the position contributes to and impacts on the organization)

Reporting to the Mayor and Town Council, the Senior Administrative Officer (SAO) will oversee all operations of the municipality. The SAO will ensure that all operations are conducted in a respectful and responsible way, ensuring that all decisions and actions comply with the relevant legislation, policies and procedures. He/she is responsible for all financial transactions, programs and services created and implemented by the municipality.

The SAO is responsible for managing a budget of xxx million dollars and up to xxx staff members. He/she is responsible for delivery of programs and services in the areas of finance and administration, municipal services, recreation programs and facilities, protective services and community lands administration.

The SAO provides advice and support to the Mayor and Council and ensures that they have accurate and timely information in order to make effective decisions. The SAO also acts as liaison between the municipality and other government agencies and departments, private industry, business and any other individuals, groups or agencies operating in the community.

The SAO must provide records and documents to the relevant governments and agencies, when requested. He/she must also ensure that all municipal business and operations are conducted in a responsible, confidential and ethical way.

Failure to provide adequate services may result in lost or misused revenues, poor morale among staff, inadequate services for residents and a loss of credibility for the Mayor and Council.

RESPONSIBILITIES

(Major responsibilities and target accomplishments expected of the position including the typical problems encountered in carrying out the responsibilities.)

1. Financial management of all municipal operations in order to ensure that finances are maintained in an accurate and timely manner and comply with relevant legislation, by-laws, policies and procedures

Main Activities

- Prepare municipal budgets
- Estimate revenues and expenses
- Review and analyze financial statements and reports
- Conduct financial analysis and cash flow forecasting
- Establish internal financial controls
- Oversee payroll functions
- Review and analyze variance reports
- Ensure financial systems are maintained in an accurate and timely manner
- Prepare for and respond to the annual audit
- Manage funds

2. Manage all municipal programs and services to ensure that services are provided in an effective and efficient manner

Main Activities

- Manage protective, municipal, land use and recreation programs and services
- Develop strategic and operational plans for each program area
- Develop or monitor proposals for program funding
- Maintain program and services standards, policies, guidelines and procedures
- Evaluate the effectiveness of programs and program delivery
- Prepare an Emergency Preparedness Plan
- Facilitate the development of community lands

3. Manage all municipal staff in order to ensure a productive, positive and healthy work environment

Main Activities

- Develop and implement a human resources plan and personnel management policies and procedures
- Ensure that accurate job descriptions are in place
- Recruit and orient staff
- Evaluate, train and develop staff
- Provide leadership, guidance and counseling to staff
- Supervise staff and delegate responsibilities
- Take corrective action when required

4. Maintain the general administration of the municipality

Main Activities

- Provide reports to government agencies, departments and other organizations
- Ensure records are maintained
- Maintain insurances
- Obtain legal and legislative advice on various issues
- Ensure computer systems and office equipment is maintained
- Award and oversee contracts
- Ensure inventories are maintained
- Research potential funding, programs and projects, as required
- Tender, award and manage contracts
- Oversee the land management program

5. Coordinate community development and public and community relations activities

Main Activities

- Assist in coordination and implementation of the community development plan
- Evaluate the community plan and its implementation
- Conduct needs assessments, as required
- Facilitate public meetings
- Liaise with various community groups
- Address public complaints and concerns
- Promote municipal programs, services and community events and activities

6. Provide support and advice to the Mayor and Town Council to ensure that Council is able to make effective decisions

Main Activities

- Work with Council to develop and implement a strategic plan
- Administer Town Council elections
- Attend Council meetings
- Prepare agendas, information and resources for Council Meetings
- Provide Council with advice and recommendations
- Maintain and circulate minutes of meetings
- Assist with the preparation or revision of by-laws and motions
- Ensure that all Council business is conducted within relevant legislation, policies and procedures
- Convey Council decisions to the public
- Represent the municipality and Council at local, regional, territorial, national meetings
- Coordinate and/or facilitate Council orientation and training

7. Perform other related duties as required

KNOWLEDGE, SKILLS AND ABILITIES

(The knowledge, skills and attitudes required for satisfactory job performance)

Knowledge

The incumbent must have proficient knowledge in the following areas:

- ✓ financial management and generally accepted accounting principles
- ✓ human resources management
- ✓ municipal government program administration, management and delivery
- ✓ program evaluation
- ✓ an understanding of relevant municipal legislation, policies and procedures
- ✓ an understanding of the northern cultural and political environment
- ✓ an understanding of the roles and responsibilities of Town Councils
- ✓ an understanding of land claims and self-government

Skills

The incumbent must demonstrate the following skills:

- ✓ team leadership and management skills
- ✓ financial management skills
- ✓ supervisory and human resource management skills
- ✓ contract management skills
- ✓ strategic planning skills
- ✓ analytical and problem solving skills
- ✓ decision making skills
- ✓ negotiations skills
- ✓ effective verbal and listening communications skills
- ✓ computer skills including the ability to operate spreadsheets and wordprocessing programs at a highly proficient level
- ✓ effective written communications skills including the ability to prepare reports, policies and bylaws
- ✓ effective public relations and public speaking skills
- ✓ research and program development skills
- ✓ stress management skills
- ✓ time management skills

Personal Attributes

The incumbent must maintain strict confidentiality in performing the duties of SAO. The incumbent must also demonstrate the following personal attributes:

- ✓ maintain standards of conduct
- ✓ be respectful
- ✓ possess cultural and political awareness and sensitivity
- ✓ be flexible
- ✓ demonstrate sound work ethics
- ✓ be consistent and fair

The SAO would normally attain the required knowledge, skills and abilities through completion of a recognized accounting designation and/or through completion of a post secondary program in Public or Local Administration and several years of related municipal experience at a senior level. Equivalencies will be considered.

WORKING CONDITIONS

(The unavoidable, externally imposed conditions under which the work must be performed and which create hardship for the incumbent including the frequency and duration of occurrence of physical demands, environmental conditions, demands on one's senses and mental demands.)

Physical Demands

(The nature of physical effort leading to physical fatigue)

The SAO may have to work odd or long hours at a time to complete special requests or projects. The SAO will have to spend long hours sitting and using office equipment, computers and attending meetings.

Environmental Conditions

(The nature of adverse environmental conditions affecting the incumbent)

The municipal office is a busy facility. The SAO will have to manage a number of people and projects at one time, and will be interrupted frequently to meet the needs and requests of residents and Council Members. The SAO may find the environment to be busy, noisy and will need excellent organizational and time and stress management skills to complete the required tasks.

Sensory Demands

(The nature of demands on the incumbent's senses)

Sensory demands can include reading and use of the computer which may cause eyestrain and occasional headaches and the constant noise and activity of a busy office environment.

Mental Demands

(Conditions that may lead to mental or emotional fatigue)

The SAO will have to manage a number of requests and projects at one time. They may have to complete a number of tasks and responsibilities at one time, and must be prepared to deal with emergencies and stressful situations at any time. The need to supervise a number of staff and the need to meet continuous and tight deadlines often results in a stressful work environment. The level of responsibility and the potentially detrimental effects of decisions made by the SAO can also be a significant cause of stress and anxiety.

CERTIFICATION

<hr/> Employee Signature	<hr/> Supervisor's Title
<hr/> Printed Name Date	<hr/> Supervisor's Signature Date
I certify that I have read and understand the responsibilities assigned to this position.	I certify that this job description is an accurate description of the responsibilities assigned to the position.
<hr/> Mayor's Signature Date	
I approve the delegation of responsibilities outlined herein within the context of the attached organizational structure.	

The above statements are intended to describe the general nature and level of work being performed by the incumbent(s) of this job. They are not intended to be an exhaustive list of all responsibilities and activities required of the position.

[Return to Job Description Section](#)



SAO Employment Advertisement *Example*

SENIOR ADMINISTRATIVE OFFICER/BAND MANAGER

The (City/Town/Village/Community Government of) NAME is accepting applications for the position of Senior Administrative Officer/Band Manager.

The Senior Administrative Officer/Band Manager must have a strong background in municipal administration, accounting, financial management and proven success as an effective communicator and civic promoter.

Reporting to the Mayor/Chief and Council, the successful candidate will direct, administer and coordinate all affairs of community government. The incumbent will be responsible for all aspects of municipal administration, including management of human resources, operations and projects in accordance with Council Bylaws and Policies.

REQUIREMENTS

- Familiarity with statutory requirements in the (Cities, Towns and Villages/Hamlets/Tlicho Community Governments) Act and related legislation. Working knowledge in government operations, statutes, bylaws and policy making.
- Excellent leadership, problem solving, interpersonal and communications skills to deal with staff fairly and diplomatically.
- Working knowledge of XXX Accounting Software will be an asset.
- Applicants must be bondable and clearance of a criminal records check is a prerequisite.

QUALIFICATIONS

A Degree in Municipal, Public Administration or Management plus a minimum of 3 years of related community experience or five (5) years relevant municipal management experience. Equivalent combinations of education/and or experience will be considered.

The Starting Salary will be negotiable depending on experience. Additional benefits include (Vacation Travel Assistance Package, NEBS Plan and subsidized housing).

Deadline for applications is DAY/MONTH/YEAR.

For more details please contact NAME, TELEPHONE, EMAIL

Submit resume by mail, email, fax in confidence to:

MAILING ADDRESS

EMAIL ADDRESS

FAX

Example 2:

SENIOR ADMINISTRATIVE OFFICER/BAND MANAGER

The (City/Town/Village/Community Government of) NAME is accepting applications for the position of Senior Administrative Officer/Band Manager.

Reporting to the Mayor/ and Council, and providing leadership to a management team including departments of Public Works, Recreation and Culture, Finance, Municipal Enforcement, Fire Protection Services and Planning (other). The SAO/Band Manager will foster a positive, collaborative environment promoting productivity and innovation in a cross cultural setting.

As an accomplished municipal leader, you will bring a commitment to supporting the professional development of staff. You will have sound municipal experience in a senior management position with knowledge of municipal law and practices, financial management, human resources management and labor relations.

Qualifications:

- A University degree in public administration or related discipline is preferred. Equivalent education and experience will be considered
- 3 to 5 years experience in senior management of municipality
- formal training in fundamental accounting principles or equivalent work related
- strong communications and public affairs management skills

Experience

- enhanced management, administrative and financial system skills
- computer accounting skills, preferably on (NAME) accounting software
- demonstrated ability to meet performance standards, strategic and long-range planning

This is a permanent full-time non-union position. The Starting Salary will be negotiable depending on experience. Additional benefits include (Vacation Travel Assistance Package, NEBS Plan and subsidized housing).

Deadline for applications is DAY/MONTH/YEAR

For more details please contact NAME, TELEPHONE, EMAIL

Submit resume by mail, email, fax in confidence to:

MAILING ADDRESS

EMAIL ADDRESS

FAX

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Senior Administrative Officer Application Screening Table *Example*

Application Screening Table

Completed By: _____

Date: _____

Position: Senior Administrative Officer

Name	Education	Knowledge, Skills, Abilities	Northern Experience	Bonding, Criminal Record	Other	Score	Ranking

[Return to Screening
Section](#)

SAO Job Interview Questions Form *Example*

Score 1 2 3 4 5

4. One of your duties is to ensure Mayor & Council are in a position to make effective decisions. How do you see yourself carrying out this duty?

Expected Response:

- Be well versed in legislation, by-laws, policies to advise M&C as necessary
- Prep briefings/reports with all nec perspectives/info in timely & proactive manner
- Ensure M&C are aware of issues within the community

Response:

Score 1 2 3 4 5

5. One of your duties is to support M&C in the dev of various plans eg strategic, business/capital. What are the important components of a strategic plan? And what has been your experience in developing one?

Expected Response:

- Strat plan process identifies org's present situation, where it will go & how it will get there.
- Shapes decisions & allocation of resources usually for next 3-5 years
- Includes Vision (intended future state), mission (fundamental purpose), values (shared beliefs) broad goals, SMART goals & objectives.

- Often developed with stakeholders. Should be revisited to confirm direction. Evaluate progress toward goals esp in the event of unplanned significant change

Response:

Score 1 2 3 4 5

6. You are responsible for the financial management of all municipal operations. How would you carry out this responsibility?

Expected Response:

- Cannot do or check every transaction.
- Must ensure there are by-laws /procedures in place to ensure all financial matters are carried out appropriately eg segregation of duties
- Ensure staff are trained & responsible
- Remain vigilant & do spot checks
- Forecast cash flow & variance reporting
- Keep organized records of financial transactions/ liabilities/assets
- Question anomalies, changes in pattern, etc

Response:

Score 1 2 3 4 5

7. The provision of leadership is a critical element of the SAO position. Please tell us your definition of good leadership?

Expected Response:

- Seek challenging opportunities for growth & learn from mistakes
- Create vision to guide performance & encourage independence
- Enable staff to act & increase competence
- Model the behaviour you want to see
- Celebrate accomplishments

Response:

Score 1 2 3 4 5

8. Town staff totals about 25 full time, part-time, casual, & seasonal positions housed in 7 buildings. Some work 8:30-5:00; others 7:00-3:00. How would you bring good leadership & management to such a group?

Expected Response:

Different hours & buildings are a problem if you allow it to go uncontrolled. Staff need:

- Up to date JDs, org chart, clarity on duties
- Directions on what they can & cannot do and to be informed in timely manner & perceive they are a valuable part of the team
- A venue to provide feedback & input see a future in the org e.g. training/cross training Shared leadership approaches

Response:

Score 1 2 3 4 5

9. Partnerships exist between the Town & outside agencies. As an example we have one with WBNP where our staff run the Visitor Info Centre. What has been your experience with such partnerships? How would you ensure the success of a partnership?

Expected Response:

- Partnerships can be very valuable-greater than sum of their parts. Worth nurturing. Each member brings something the others don't have.
- Commit in writing. Have clear goal & plans. Seek input to create changes.
- Demonstrate respect
- Publicly credit the partners
- Communicate
- Be clear on roles
- Review/debrief regularly

Response:

Score 1 2 3 4 5

10. There are a number of funding sources the Town can access. Tell us about your experience in obtaining funding? What steps would you take to secure and account for the funding from an outside source?

Expected Response:

- Ensure the funds support Town community services mandate & plan
- Research fund requirements (e.g. \$ input from town; can reporting dates and requirements be met? Is it worthwhile? Ensure clear understanding of accounting requirements)
- Ensure funded program/project is well developed in writing with built in benchmarks for evaluation.
- Ensure appropriate staff assigned to deliver & monitor
- Critical to establish good reputation with the funder. Be meticulous about meeting funders reporting needs

Response:

Score 1 2 3 4 5

11. Describe instances where you have had to discipline staff. What are the important elements of the disciplinary process?

Expected Response:

- Ensure discipline is the right response, employee may have other problems & should be referred to professional for help
- Ensure employee understands what rule/standard he/she has broken
- Discipline should aim to teach, not punish.
- Remove any emotion from the situation Focus on the behaviour, not the person
- Clarify expectations and consequences in writing
- Monitor employee behaviour

Response:

Score 1 2 3 4 5

12. As Senior Administrative Officer you will be tasked with the drafting of Bylaws for Council consideration. Please explain the components of a by-law & your experience in preparing them.

Expected Response:

- Bylaws should address important issues; general application; where penalty involved.
- Authority to pass must be found in the municipality's enabling legislation
- Components include: corporation name; number; title; enacting clause; definitions; bylaw intention; schedule; forms; penalties; repeal clause; effective date; signature & seal; date of third reading.
- Examples of significant experience developing by-laws

Response:

Score 1 2 3 4 5

13. You are going over a proposal that has been submitted for consideration to replace all the signage in the community. The proposal looks very good, however, when you get into the details of the package, you realize that one of your previous employees from your past position has been named as an expert in the field for part of the job, and is 50% partner. You had to fire this employee in the past for breach of contract. It was 5 years ago and you believe that his habits have not changed. You have to present this proposal to council for consideration, please tell us how you would handle this, and whether you feel this past history would create a conflict.

Response:

Score 1 2 3 4 5

14. You have been requested to provide written information to a local group about what equipment rental needs might be required for an upcoming project. They have a good track record for providing service, but there has been an ongoing dispute with other local groups as well as local contractors thinking that the group requesting information has been receiving preferred treatment. That is not the case but it is perceived. How would you handle the conflicting groups?

Expected Response:

- Perceptions can be influential, but cannot allow gossip to shape decisions
- Ensure that you are providing equal treatment to all groups of comparable interest and needs, so that you can demonstrate equity of service

Score 1 2 3 4 5

15. You are in your office and two council members storm in, it is very obvious that they are angry about last night's meeting. They make several observations and statements that have some merit; however, they have missed some meetings and have not kept up on what the correct processes are. They remind you they are elected by the people and that's who they are speaking for. You are also reminded that one of the councillor's relatives is going to be negatively affected by last night's decision. There were other alternatives that could have been looked into at the meeting, but councilors were in a hurry and had other commitments. Is this a conflict of interest? What would you do to deal with the situation?

Expected Response:

- Mayor and Council are elected to serve the people & it is their decision together, not individual councillors that holds the day
- Unhappy councillors should raise the alternatives & hasty decision making with the M&C
- Provide councillors with info they missed from previous meetings
- Conflict of interest must be judged on the specific circumstances of cases. If Councillors have a conflict of interest complaint, advise them to bring it up at the next Council meeting for a decision.

Score 1 2 3 4 5

16. Please tell us about your cross cultural experiences.

Score	1	2	3	4 5
17. What are your salary expectations, and if the position were offered to you, when could you start?				
Other?				
Other?				
Other?				
Scores: Total Available Points 75 Total of Scores				

Thank you for your time!

[Return to Interview Questions Section](#)



REFERENCE CHECK FORM *EXAMPLE*

Reference Name:	Candidate Name:
Reference Relationship to Candidate:	Position Applied For:
Reference Contact:	Date:
	Reference Checked By:
When did (name) work for your company? Could you confirm starting and ending employment dates? When did she/he leave the company?	
Why did (name) leave the company?	
What was her/his position? Can you describe the job responsibilities?	
What were the applicant's key strengths?	
What were his/her areas for improvement?	

Were there any issues you are aware of that hampered her/his job performance?
How did (name) handle conflict?
How well does (name) handle stress and pressure?
What sort of management style does (name) respond best to?
How effectively did (name) manage staff? If I spoke to those employees, how do you think they would describe (name's) management style and supervisory skills?
Did (name) report to a Board or Council? How would you describe that relationship?
Can you describe this person's experience working as a member of a team?

Please describe the applicant's ability to problem-solve and make decisions.
How would you describe candidate's ability to organize, prioritize and manage time?
If I describe the position we are hiring for to you, could you describe how good a fit you think (name) would be for the position?
Would you rehire (name) if the opportunity arose?
Is there anything I haven't asked that you would like to share with me?
Other?
Other?
Other?

[Return to Reference Checks section](#)



Senior Administrative Officer Offer of Employment Letter *Example*

NOTE: Communities should ensure this example agreement and the letter offering employment are reviewed by legal counsel prior to use.

(Place text on community government letterhead)

XXXXX XX, 201X

NAME
ADDRESS

Dear NAME:

Re: Offer of Employment with the Municipality of NAME (the "Employer")

Congratulations. We are delighted to offer you employment with the (community government name). If you join (community government name), you will become part of a fast-paced and dedicated team that works together to provide our community with the highest possible level of service.

The specific terms and conditions of employment on which this offer is extended to you are as follows:

Position

You will be employed as a Senior Administrative Officer with the Employer.

Duties

You agree to diligently, efficiently and faithfully perform all duties which may be prescribed from time to time by the Employer including, but not limited to, those set out in the Job Description attached as Schedule "A" to this offer letter.

Term

Notwithstanding the date upon which you may execute this offer letter, your employment in this position shall be deemed effective XXXX, 201X and will continue until XXXXX, 201X unless earlier terminated in accordance with the terms set out below. Please understand that at the end of this Term your employment will automatically come to a conclusion without the need for any notice or payment in lieu of notice to be provided by you or the Employer.

Remuneration

Your wage/salary for this position will be \$XX,XXX, less all required or permitted deductions and withholdings. Any increases to compensation shall be at the sole discretion of the Employer.

Hours of Work

See Terms and Conditions of Employment attached as Schedule "B".

Overtime Eligibility

You will not be eligible for overtime pay as a result of the nature of your position. However in lieu of overtime you will be provided with an additional two (2) weeks of vacation time annually.

Vacation

See Terms and Conditions of Employment attached as Schedule "B".

Benefits

See Terms and Conditions of Employment attached as Schedule "B".

Probation

Notwithstanding anything to the contrary contained herein, the period of XXXX XX, 201X to XXXX XX, 201X shall be deemed to be a period of probation (the "Probationary Period").

Termination by the Employer

The Employer may terminate your employment at any time, whether during or after the Probationary Period, for just cause without notice or compensation in lieu thereof.

At any time during the Probationary Period, the Employer may terminate your employment without just cause for any reason, in its absolute discretion, without notice or salary in lieu thereof. In the event that the termination occurs after the first 90 days of your Probationary Period, the Employer will provide two (2) weeks' notice or salary and benefits in lieu thereof in the event of termination.

At any time following the Probationary Period, the Employer may terminate or fundamentally alter your employment without just cause for any reason, in its absolute discretion, by providing you with written notice, or salary and benefits in lieu of notice, or a combination thereof, equal to the minimum requirements of the

Employment Standards Act, as outlined in Sections 37 - 39 of the *Employment Standards Act* which is attached as Schedule "C" to this letter of offer. Essentially this notice or payment in lieu of notice amounts to a base of two weeks increasing by one week per completed year of service over two years to a maximum of eight weeks. No notice or salary and benefits in lieu of notice in excess of the minimums of the *Employment Standards Act* shall be provided.

It is understood and agreed that the above notice or payment in lieu of notice, or combination thereof, is reasonable and adequate notice, and will fulfill all requirements for notice, or payment in lieu of notice imposed by law.

Upon termination or alteration of your employment as set out herein, it is understood that you shall have no further claims against, or be entitled to any further remuneration or compensation from, the Employer arising out of the termination or alteration of your employment.

Termination by You

You may terminate your employment at any time by providing to the Employer four (4) weeks' notice in writing to that effect. The Employer may decide, in its sole discretion, to waive your required notice of termination.

Confidentiality

It is understood and agreed that all information pertaining to the Employer's business to which you become privy through your employment will be maintained strictly confidential and will not, in any circumstances be disclosed or used by you, except in the scope of performance of your duties, without the express consent of the Employer. This confidentiality requirement applies during the course of your employment and following your termination as well.

Other Terms and Conditions

You agree that the Employer has the right to enact or invoke policies and procedures governing its employees, and you agree to be bound by all such policies and procedures, except where they specifically contradict the terms of this offer letter. A copy of the Terms and Conditions of Employment is attached as Schedule "B". The Employer reserves the right to amend the Terms and Conditions of Employment from time to time. Please note that if there is a conflict between the terms and conditions outlined in this offer of employment and the policies and procedures attached, the term and conditions outlined in this offer of employment will govern.

Invalid or Unenforceable Terms

If any term or condition is determined to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby, and each of the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This letter, and all other documents referred to or incorporated herein, constitute the entire agreement between the parties, and replaces and supersedes all previous communications, representations, understandings and agreements whether written or verbal between the parties.

Independent Legal or Other Professional Advice

You acknowledge that prior to executing this offer letter you have had the opportunity to obtain independent legal or other professional advice.

Please review and consider the above provisions carefully. If you would like to accept this position on the above terms and conditions, please sign this letter in the location indicated below and return it to me. We look forward to working with you.

Thank you.

Yours truly,

PER:

Enclosures	-	copy of Job Description (Schedule "A")
	-	copy of Terms and Conditions of Employment (Schedule "B")
	-	copy of ss. 37 - 39 of the <i>Employment Standards Act</i> (Schedule "C")

I have read and considered all of the above provisions, and accept these provisions, along with all of the enclosures, as the terms and conditions of my employment with the Employer.

Agreed to and accepted this ____ day of _____, 20__.

(Employee Signs Here)
EMPLOYEE'S NAME

[Return to Letter of Offer Section](#)



By-law for Appointment of Senior Administrative Officer *Example*

Example (insert in by-law template or on Council stationary)

**The Municipal Corporation of
(NAME)**

BY-LAW #XXX

A BY-LAW OF THE MUNICIPAL CORPORATION OF (NAME) TO APPOINT A SENIOR ADMINISTRATIVE OFFER, PASSED PURSUANT TO THE CITIES, TOWNS AND VILLAGES ACT S.N.W.T. 2003, c.22 S. 41 **or** HAMLETS ACT S.N.W.T. 2003, c.22 S. 43 **or** TLICHO COMMUNITY GOVERNMENT ACT S.N.W.T. 2004,c.7 S. 38 **or** CHARTER COMMUNITIES ACT S.N.W.T. 2003,c.22 S. 45

WHEREAS, the Corporation of the City/Town/Village/Hamlet/Tlicho Community Government of (NAME) deems it to be in the public interest to appoint a Senior Administrative Officer.
NOW THEREFORE, The Council of the City/Town/Village/Hamlet/Charter Community of (NAME), at a duly assembled meeting, enacts as follows:

That (NAME) be appointed as Senior Administrative Officer for the City/Town/Village/Hamlet/Charter Community of (NAME).

READ A FIRST TIME THIS ___ DAY OF _____, 20__

READ A SECOND TIME THIS ___ DAY OF _____, 20__

READ A THIRD TIME THIS ___ DAY OF _____, 20__

(NAME)

Mayor

(NAME)

Senior Administrative Officer

Find other examples of appointment by-laws on the NWTAC website:

[Enterprise](#)

[Ft. Liard](#)

[Ft. Smith](#)

[Return to By-law Section](#)



Senior Administrative Officer Employment Agreement *Example*

NOTE: Communities should ensure this example agreement and the letter offering employment are reviewed by legal counsel prior to use.

SENIOR ADMINISTRATIVE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20XX.

BETWEEN:

(City/Town/Village/Hamlet/Charter Community) NAME

(the "Municipality")

AND:

NAME

(the "Employee")

WHEREAS:

- The Municipality has by Bylaw No. _____, established the position of Senior Administrative Officer ("SAO") and appointed the Employee;
- The Municipality desires to engage the services of the Employee as its SAO and the Employee desires to accept the Municipality's engagement upon the terms and conditions herein contained;

THEREFORE in consideration of the covenants and other good and valuable consideration herein contained, the parties hereto agree as follows:

1. **Position and Term**

1.1 The Municipality hereby agrees to appoint the Employee to the office of SAO for the Municipality and the Employee accepts such appointment.

1.2 The term of this Agreement shall be effective on _____, 20__, and shall continue until _____, 20__ (the "Term"), unless earlier terminated in accordance with Section 9 of this Agreement.

1.3 This position will be governed by the Municipality's Employment Bylaw No. _____ and Bylaw _____ which establishes the position. Where this Agreement conflicts with the Employment Bylaw the terms of this Agreement will govern. **(ENSURE THE MUNICIPALITY HAS AN EMPLOYMENT BY-LAW)**

1.4 The Employee's first _____ months of employment will be deemed to be a period of probation (the "Probationary Period"). **(ENSURE THE PROBATION PERIOD CORRESPONDS TO THE PERIOD SPECIFIED BY HUMAN RESOURCES POLICY)**

2. Employee's Responsibilities

2.1 The Employee shall serve as the SAO of the Municipality and shall be responsible and accountable to the Council of the Municipality for the administration of the Municipality, in accordance with the objectives, policies and plans approved by Council.

2.2 The Employee shall well and faithfully perform the duties assigned to the Employee by the Council of the Municipality or as prescribed from time to time by Resolution or by-law of the Council of the Municipality, which duties include, but are not limited to those duties of the Administrator set forth in the SAO Job Description, a copy of which is attached hereto as Schedule "A", and Section 45 of the Cities, Towns and Villages Act **or** Section 47 and 48 of the *Hamlets Act* **or** Section 49 of the Charter Communities Act **or** Section 42 of the Tlicho Community Governments Act.

2.3 As a result of the Employee's management status it is understood by the Municipality and the Employee that there will be occasions where hours of work will not follow a standard schedule or amount. Accordingly, acknowledging the need for flexibility and potential increased hours of work without overtime compensation, the standard minimum hours of work expected will be 7.5 hours, between 8:30 a.m. and 5:00 p.m. each day Monday to Friday.

3. Remuneration

3.1 The Municipality shall pay to the Employee an annual salary of _____ DOLLARS (\$_____). Subject to required withholdings, payable in accordance with the regular payroll policies of the Municipality in existence from time to time.

3.2 Upon completion of a satisfactory performance evaluation, the Employee will, at the sole discretion of the Municipality, be eligible for an increase in salary.

3.3 The Employee is not eligible for overtime pay as a result of the management/supervisory nature of the Employee's position.

4. **Performance and Evaluation**

4.1 The Council of the Municipality shall conduct an annual formal review and evaluation of the performance of the Employee.

4.2 The Council of the Municipality reserves the right, in its unfettered discretion, to conduct further or additional reviews and evaluations of the performance of the Employee from time to time.

5. **Continuing Education**

5.1 During the Term, at the expense of the Municipality, the Employee may attend professional development courses, seminars or workshops for personal education purposes reasonably related to the discharge of the functions of an Administrator as may be recommended or approved by the Council of the Municipality.

5.2 The Employee may publish articles or make presentations in publications or to organizations. Any publication or presentation made by the Employee shall be subject to advance written consent, that consent not being unreasonably withheld, received by the Employee from the Municipality.

6. **Benefits**

6.1 The Employee shall be entitled to participate in all standard benefit plans as may be offered to managerial employees of the Municipality according to Municipality policies in existence from time to time and shall include the payment of premiums for benefits to be provided to the Employee as set forth in the attached Schedule "B".

6.2 A monthly housing allowance of \$_____ will be provided by the Municipality. The Employee is responsible for the cost of all utilities (water/sewer, natural gas and telephone). **[OPTIONAL]** The Employee must reside within the boundaries of the Municipality.

6.3 The Employee authorizes the Municipality to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the above plans or any benefit plan arrangements provided for in this Agreement.

7. **Expense Reimbursement**

7.1 The Municipality shall reimburse the Employee for all out-of-pocket expenses reasonably and directly incurred by the Employee in the discharge of the Employee's duties under this Agreement, provided that such expenses shall only be reimbursed when supported by proper receipts, invoices or vouchers submitted to the Municipality within thirty (30) days from the date upon which such expenses are incurred and are approved by Council.

8. Vacation

8.1 The Employee shall be entitled to accrue an annual vacation of ____ days/weeks.

8.2 The Municipality shall provide paid time off in lieu of overtime of ____ working days per year **[EDITORIAL NOTE: no more than 10 days]**, subject to the same notice condition as annual leave, earned at a rate of ____ days for each month.

8.3 The Employee shall obtain permission, requesting leave no more than two (2) weeks prior to the intended commencement of annual leave, from the Council of the Municipality prior to taking any vacation or other time off.

9. Termination

9.1 The Municipality may terminate this Agreement at any time for just cause without notice or compensation in lieu thereof.

9.2 At any time during the first three months of the Probationary Period, the Municipality may terminate the Employee's employment for any reason, in its absolute discretion, without notice or payment in lieu of notice. If the Probationary Period outlined in Section 1.4 of this Agreement exceeds three months and the Municipality terminates the Employee's employment during the Probationary Period, but after three months, the Municipality may do so by providing one (1) week's written notice or payment equivalent to one (1) week's base salary less the required deductions.

9.3 Following the Probationary Period, the Municipality may terminate this Agreement for any reason, in its unfettered discretion, by providing to the Employee the lesser of ____ months' advance written notice to that effect, or, payment in an amount equivalent to ____ months' salary, less required deductions. **[EDITORIAL NOTE: We would suggest 3 months as a reasonable starting point for the SAO position.]** It is acknowledged and agreed by the parties that the provision of such payment is reasonable and adequate and will fulfill all requirements for notice or payment in lieu thereof to which the Employee is entitled arising out of termination of this Agreement.

9.4 The Employee may terminate his/her employment by providing the Municipality one (1) month's advance written notice to that effect. If such notice is given by the Employee the Municipality may at its option waive the required notice and simply pay out the Employee all base salary that would have been earned by the Employee until the end of the one-month notice provided with the Employee's last day and new effective date of resignation being the date of this election by the Employer.

9.5 Upon termination of this Agreement as set forth in this Section 9, the Employee shall have no further claims against, or be entitled to any further remuneration or compensation from, the Municipality.

10. Miscellaneous

10.1 The Employee shall at no time conduct himself, either professionally or personally, in such a manner as to bring the Municipality, or its representatives or officers, into public disrepute or ridicule and the parties hereto agree that breach of this Section constitutes just cause for immediate termination of this Agreement in accordance with Section 9.1 hereof.

10.2 The Employee shall devote his full time and attention to properly and competently discharging the duties set out in this Agreement and shall faithfully and diligently serve and endeavor to further the interests of the Municipality. Volunteer, board and representational work are considered to be within the duties of the Employee.

10.3 The Employee shall not commence any employment for or with any other person during the Term unless specifically authorized to do so in advance, in writing, by the Council of the Municipality at its absolute discretion.

10.4 The Employee acknowledges that any information whatsoever of which the Employee may become aware during the course of his employment with the Municipality shall be held by him in strictest confidence and shall not be released without the prior written approval of the Council of the Municipality. The Employee agrees that the provisions of this Article shall survive the termination of this Agreement.

10.5 Upon termination of this Agreement, the Employee agrees to immediately return to the Municipality all documents, files, manuals, equipment, and other materials that are the property of the Municipality that the Employee may have in his possession.

10.6 This Agreement is not assignable, either in whole or in part.

10.7 This Agreement shall be governed by the laws of the Northwest Territories.

10.8 This Agreement constitutes the entire Agreement between the parties, and there have been no additional representations or warranties.

11. **Independent Legal Advice**

11.1 The Employee hereby acknowledges and confirms that he was advised by the Municipality to obtain independent legal or other professional advice and that by executing this Agreement, the Employee hereby confirms that he has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

- (a) obtained such legal or other professional advice; or

(b) waived the right to obtain such independent legal or other professional advice.

IN WITNESS WHEREOF the Employee has hereunto affixed his hand in the presence of the witness and the Municipality has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

(NAME)

Witness: _____

Witness: _____

SIGNED, SEALED and DELIVERED by

NAME

_____	in the presence of:)	
)	
_____	Name)	_____
)	
_____	Address)	
)	
_____	Occupation)	

SCHEDULE "A"

JOB DESCRIPTION

(INSERT COPY OF JOB DESCRIPTION)

[Return to Contract Section](#)