

Terms of Employment

The following outlines the terms of the employment relationship between the Municipality of _____ (the “Municipality”) and yourself, _____ [*insert name*]. Please take the time to review these items carefully.

1. Duties and Responsibilities

You are hired as the Chief Administrative Officer 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 Municipalities Act* and Bylaw No. ____ (“The Administration Bylaw”), as amended from time to time. You agree to perform the duties of your position diligently and to the best of your ability.

2. Employment Policies

You acknowledge and agree that your employment relationship with the Municipality will be governed by this agreement and the standards and terms established by the Municipality’s plans, policies and handbooks, as may be amended from time to time. You agree to comply with the terms of such policies so long as they are not inconsistent with any provisions of this agreement, in which case the terms of this agreement will prevail.

3. Hours of Work

You will be employed in a full-time permanent position based on a 35-hour work week. The work schedule shall be Monday to Friday 8:00 a.m. to 4:00 p.m. with one (1) hour unpaid meal break and one (1) fifteen (15) minute coffee break daily. This may change if approved by Council.

You are also entitled to one (1) day off per month, which day is to be consistently scheduled, in addition to all statutory holidays.

4. Compensation

You will receive compensation in accordance with the UMAAS Salary Guideline. Your annual pay shall be reviewed annually to ensure that it remains competitive.

Based on the current UMAAS Salary Guideline, your starting annual salary shall be \$_____ per annum.

Remuneration shall be paid in twelve (12) equal monthly installments. You will be compensated at overtime rates for any municipal-related meetings conducted outside of regular work hours, and shall be granted time-in-lieu for extra hours worked to complete tasks in preparation for Council meetings, municipal audit and/or to meet legislative requirements. The Municipality shall not at any time reduce your remuneration except to

the degree of such a reduction being applicable across the board to all other employees of the Municipality.

5. Benefits

The Municipality agrees to pay 100% of the premiums for the following benefit plans and any further benefit plans that may be made available to the municipal employees in the future:

- (a) Dental Insurance Coverage;
- (b) Extended Health Coverage;
- (c) Long-Term Disability;
- (d) Short-Term Disability;
- (e) Life Insurance; and
- (f) Municipal Employee Pension Plan.

In accordance with *The Municipal Employee's Pension Act*, the Municipality will provide matching pension contributions.

6. Vacation Entitlement

You are entitled to following annual vacation:

- (a) 15 working days after 1 year of service (3 weeks)
- (b) 20 working days after 10 years of service (4 weeks)
- (c) 25 working days after 15 years of service (5 weeks)
- (d) 30 working days of 20 years of service (6 weeks)

Any unused vacation time can be carried forward from one 12-month period to the next.

7. Termination of Employment

Notwithstanding anything herein contained to the contrary, this agreement may be terminated in the following manner:

(a) Termination by the Employer

- i. the Municipality may terminate your employment for just cause at any time without notice, payment in lieu of notice, severance pay, or other liability.
- ii. the Municipality may terminate your employment without cause at any time by providing you with a payment in an amount equivalent to six (6) months salary and benefits, less required deductions, plus an additional one (1) month's salary and benefits, less required deductions, for each completed year of service at the time of termination up to a maximum payment of 24 months' salary and benefits. It is acknowledged and agreed that the provision of such a payment is reasonable and shall completely satisfy the Municipality's obligations to you regarding termination.

(b) Termination by the Employee

You may terminate this agreement and your employment at any time by giving the maximum notice available according to the circumstances, but at a minimum, two-weeks' notice of termination in accordance with section 2-63 of *The Saskatchewan Employment Act*.

(c) Termination by Mutual Agreement

This agreement and your employment may be terminated by mutual agreement of you and the Municipality in writing, in which case you will continue to receive your salary and benefits through to the date of termination determined by such mutual agreement.

8. Indemnity

In addition to the protection from liability afforded by *The Municipalities Act*, the Municipality will indemnify you for any liability, which arises from the performance of your duties and responsibilities as CAO, including all legal fees and disbursements incurred in connection therewith, provided this covenant does not apply in respect of any criminal acts committed by you or in respect of any civil liability incurred by you outside the course and scope of your employment.

This indemnity shall continue after your retirement or termination to any claim or action arising from your service with the Municipality. In the event of any public inquiry proceedings an any proceedings involved the business of the Municipality where you are compelled to retain your own lawyer (example judicial inquiry) the Municipality shall be obliged to pay for services of any legal counsel so retained by you and this indemnity shall also continue after your retirement or termination, provided if the public inquiry or proceedings relate to your activities as CAO, you were acting at the time lawfully and in good faith.

The Municipality shall maintain adequate indemnification insurance protecting you to ensure that the Municipality has the ability to indemnify and/or pay the sums required.

9. Performance Evaluation

Your performance shall be subject to review by the Council, meeting in closed session, in an annual performance appraisal. The criteria and process of appraisal shall be established in writing beforehand and approved by the Council and consented to by you, such consent not to be unreasonably withheld.

10. Professional Development

The Council accepts the continuing education requirements as set out by UMAAS. The Municipality will support your continued professional development, including:

- (a) payment for all professional fees associated with maintaining professional designations including attendance at association conferences, meetings and all related costs;
- (b) providing receive reimbursement of \$150 per diem for loss of personal time for attendance at a conferences and conventions; and
- (c) attendance at various meetings, workshops/seminars, conventions and professional development courses through an annual allocation for continuing education in the budget.

Council recognizes the value of your professional growth as a benefit to the increasing responsibilities of the Municipality's operations. You shall be eligible for payment to complete and successfully pass educational courses towards ascertaining up to and including designations granted by the Board of Examiners for urban municipal administrators.

You will endeavor to ensure all staff and Council are kept informed of training and informational workshops, webinars, etc. that may enhance the community, building community profile, and/or build internal capacity.

11. General

- (a) **Entire Agreement.** This agreement constitutes our entire employment agreement and supersedes any previous written or verbal agreements between us. If any term of this agreement is found to be invalid or unenforceable, in whole or in part, the validity or enforceability of any other provision will not be affected.
- (b) **Continuing Application.** This agreement will continue to govern our employment relationship regardless of any changes to your employment including, but not limited to, changes to your position, location of employment, hours of work, compensation and benefits.
- (c) **Modification and Waiver.** Any modifications to this agreement must be in writing and signed by both of us. No waiver of a breach of any term of this agreement is binding unless it is in writing and signed by the party waiving it. Unless otherwise specified, the waiver will be limited to the specific breach waived.
- (d) **Governing Law.** This agreement is governed by the laws of the Province of Saskatchewan.

If you accept the terms of this agreement, please sign below and return a copy within ten business days.

.....

Municipality of _____

Per: _____

Date

I have had sufficient time to review this agreement and have been advised to review it with a lawyer. If I did not do so, it is because I understood the terms of the Municipality's offer and did not feel that I needed legal advice. I understand and accept the terms of this agreement and am signing it voluntarily.

Name of Administrator

Date