



**EMPLOYMENT CONTRACT**  
(the "Agreement")

BETWEEN:

Acre Prime Inc.  
234234 Wrangler Road  
Rocky View County, Alberta T1X 0P5  
(the "Employer")

-AND-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Postal Code: \_\_\_\_\_

Phone#: \_

Email: \_\_\_\_\_

(the "Employee")

(collectively referred to as the "Parties")

**WHEREAS** the Employer carries on general construction activities including, without limitation to, excavation, earthworks, land reclamation, erosion control and landscape construction within Alberta and Western Canada;

**AND WHEREAS** the Employee is duly qualified to provide services related to the general construction industry including, without limitation to, excavation, earthworks, land reclamation, erosion control, landscape construction and holds the required licenses, training and certificates for the operation of heavy equipment related to the construction industry;

**AND WHEREAS** the Parties hereto wish to enter into this Agreement for the clarification and better understanding of the terms and conditions under which the Employee will provide services as a seasonal employee to the Employer ;

**NOW THEREFORE IN CONSIDERATION** of the promises and covenants and agreements herein contained, and the payment of the sum of ONE CANADIAN DOLLAR (\$1.00 CAD) by each of the Parties to the other, and for such and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Job Title:** The Employer shall retain the Employee to provide services as a \_\_\_\_\_ (position) within the construction industry.
2. **Engagement:** The Employee accepts and agrees that employment is subject to the general supervision, advice and direction of the Employer. The Employee shall:
  - a Perform such other duties as are customarily performed by an employee in such a position;
  - b Perform such other and unrelated services and duties as may be assigned to the Employee from time to time by the Employer;

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- c Report directly to the Direct Supervisors or their designate;
  - d Complete tasks and projects with other employees, customers and clients of the Employer as required; and
  - e The Employee will be employed within the construction industry and is entitled to overtime or overtime pay if working more than eight (8) hours per day or more than forty-four (44) hours per week, receiving the more favorable calculation and benefit thereof and the Employee understands and agrees that their hours of work will vary and may be irregular and are those hours required to meet the objectives and obligations of the specific job, jobsite or project to which the Employee is assigned.
3. **Term:** The term of the Employee's employment will commence on \_\_\_\_\_, 20 , and you will be employed **for the annual summer construction season**, subject to the provisions set out at Clause 15 – Termination to this Agreement. Please note that Acre Prime Inc. is a seasonal company and therefore employment is dependent on the availability of work.
4. **Location of Work and Hours of Work:** The Employee acknowledges and agrees that the Employer and Direct Supervisors may direct the Employee to any location within Alberta and Western Canada on an as need basis and to meet the objectives and obligations of the specific job, jobsite or project to which the Employee is assigned. The Employees regular hours of work shall be from 6:30 AM to 6:30 PM, Monday to Saturday, but may be required to work additional hours upon request of the Employer or Direct Supervisor.
- a) **LOA/Hotels:** LOA rate will be based on each individual job. Hotels may be provide by Acre Prime Inc. but there will be 2-4 employees per room pending on job and location ( you may choose to have your own room but you will be required to pay your portion of the room cost)
5. **Compensation:** The Employee's hourly rate of pay will be \$ \_\_\_\_\_/hour, subject to deductions required by law and will be paid on a biweekly basis in accordance with the Employers standard payroll practices.
6. **Probation:** The employment of the Employee is subject to a three (3) month probation period and may be terminated by the Employer at any time in accordance with the provisions set out at Clause 15 – Termination to this Agreement. **This period of probation shall reset if the Employee ceases to work for the Employer for 6 consecutive months**
7. **Past Service: The Employee expressly confirms and agrees that his/her past service with any past employer shall not be recognized for any purposes or calculation under this Agreement, unless otherwise expressly agreed ti, but in any event shall not ever include recognition of past services for the calculation of termination notice, pay in lieu of notice, or combination thereof as set out in the provisions found at clause 15- Termination to this Agreement**
8. **Vacation and Statutory Holiday Pay:** Employers are not required to give hourly construction employees vacation time off, however hourly construction employees are paid vacation pay of 4% or 6% based on years of service as well as being paid 8 hours for Statutory Holidays that fall within their employment. For salary employees, vacation time off is included in their employment contract. This vacation time off must be used within the company guidelines. Salary employees are not entitled to financial payout in lieu of unused vacation.
9. **Benefits:** Participating in the Employer's benefits plan is mandatory and coverage will commence approximately 6 months after initial employment (waiting period). If, during the waiting period, your employment is interrupted, the waiting period restarts. Acre Prime does not provide benefits/long-term or short-term disability insurance during this waiting period. Once the 6 months waiting period has elapsed the employee must accumulate 300 hours to activate coverage. Acre Prime at its sole discretion has the right to negotiate the length or waive the waiting period. Benefits will be provided through the Employer's approved benefit provider, the benefit provider of which may change at the sole and unfettered discretion of the Employer without notice to you, including the elimination of such benefits. For as long as benefits

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remain, the Employer will cover 50% of the cost of benefits coverage and the Employee will be responsible for the remaining 50% of cost of benefits coverage. The Employer does provide Short-term/Long-term Disability benefits, and the cost is covered 100% by the Employer. The employee may hold a separate benefits plan at their cost, however must still be active in the Acre Prime benefits plan.

10. **The Alberta Employment Standards Code:** This Agreement, and the employment relationship between the Employee and Employer, shall be governed by and construed in accordance with *Alberta's Employment Standards Code* (the "**Code**") as amended from time to time. By accepting this Agreement, each Party irrevocably submits to the jurisdiction of the Code and its amendments with respect to any matter arising under or related to this Agreement.
  
11. **The Employer's Personnel Policies and Procedures Manual (the "Health and Safety Manual"):** The Policy Manual is available at the Acre Prime office and on the Drop Box Link provided during employment and forms part of this Agreement. The Employee's below signature confirms the Employee's confirmation and acceptance of the following:
  - a The Employee will be subject to and required to comply with the policies and procedures set out in Policy Manual.
  - b The policies and procedures, both written and oral, that are adopted by the Employer from time to time and that are amended from time to time, form a material term to this Agreement.
  - c In the event of any conflict between the Policy Manual and the terms of this Agreement, this Agreement shall govern.
  - d The Employee's signature below confirms that a copy of the Policy Manual has been provided to the Employee prior to the execution of this Agreement and that the Employee has had a reasonable opportunity and amount of time to review the terms of the Policy Manual prior to the execution of this Agreement.
  - e The Employee understands that if he/she is to misplace the copy of the Policy Manual provided that another copy will be made available to the Employee upon request and the Employee confirms his/her knowledge that a copy of the Policy Manual is made accessible and available to all employees for review at the Employer's main office, the address of which is set out at beginning of this Agreement and it is also available, including by mobile at any time by accessing the following Drop Box Link: [www.dropbox.com;Username:field@acreprime.ca;Password:Acre prime](http://www.dropbox.com;Username:field@acreprime.ca;Password:Acre%20prime)
  - f The Employee agrees that the Employer may from time to time enact other policies or procedures governing its employees and that the Employee, upon notice of same, agrees to be bound by all such amended policies and procedures.
  
12. **Chain of Command Policy:**
  - a The chain of command outlines the reporting relationships and levels of authority within the organization. It refers to the intended order or flow of communication of decisions, concerns and feedback. Employees are to use the chain of command when communicating. This includes on the worksite and at the office. You should never go over your immediate supervisors head, unless the issue is with this person. At this point you should contact your Human Resources representative to discuss the matter.
  - b Never at any point should any employee, including front line employees to the President, ever talk to the client/customer. They are to give the customer a contact number for them to discuss their matter. Even with written permission, the only employees to talk to a customer would be the President or Division Manager, even that employee needs to have written permission from the client for each topic that they may discuss. Until that point the employee is to tell the customer "Sorry, I am not qualified to make that decision."

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13. **Notice of Data Privacy for Employees:**

- a In connection with your employment, Acre Prime Inc. may ask you to provide certain information including, but not limited to, your name, mailing address, telephone number, gender, birth date, citizenship, nationality, marital status, name of dependents, birth date of dependents, occupation of your dependents and social insurance number. Additionally we may maintain information relating to your employment with Acre Prime Inc. including, but not limited to, physical work location, job code, supervisor, work shift, hire and termination date, training, skills, educational background, language proficiency, certifications and licenses (collectively, "Employee Information"). The information collected by Acre Prime Inc. will be used for various administrative and record keeping purposes.
- b Employee information will be disclosed to a limited number of Acre Prime Inc. employees whose job necessitates that they maintain, compile, or otherwise have access to Employee Information. Acre Prime Inc. may also disclose Employee Information to a third party when it believes, in good faith, that such disclosure is reasonably necessary to comply with any law or to protect the rights, property, or safety of another person. Additionally, Acre Prime Inc. may disclose Employee Information to a third party employee benefit provider or payroll service. Lastly, Acre Prime Inc. may transfer or otherwise disclose Employee Information in connection with the sale of its business to a third party.
- c All employees will not disclose any of Acre Prime Inc.'s contacts, vendors, suppliers, pricing, photos, or methods of work to any parties while employed or for a minimum of 3 years after the last day of employment with Acre Prime Inc. to avoid any legal action between Acre Prime Inc. and the employee or past employee. At no time will a current employee post general information or photos on the internet such as Facebook, Twitter, or any other public site or media without the written approval of its owners.

14. **Violence and Harassment Prevention Policy:** Acre Prime Inc. is committed to a healthy, harassment & violence free work environment for all our employees. Acre Prime Inc. has a Zero Tolerance Policy of any act of harassment and/or violence and shall work to control hazards associated. Acre Prime Inc. has developed a company-wide policy and procedure intended to reduce, prevent and eliminate harassment and/or violence of any type and to deal with such matters effectively and appropriately. Any incidents of harassment & violence shall be reported to an Acre Prime Inc supervisor. Acre Prime Inc. management will investigate all complaints of harassment and/or violence, whether they be formal or informal, verbal or written and take the necessary corrective action. Through education, enforcement, and responsible action Acre Prime Inc. will strive to ensure that all employees have a safe work environment, free of harassment and/or violence and/or intimidation.

15. **Termination of Employment by Employer:**

- a The Employer may terminate the Employees employment at any time, whether during or after the Probationary Period, for just cause without notice or compensation in lieu thereof.
- b The Employer may terminate or fundamentally alter the Employee's employment, including this Agreement, the Parties acknowledging that Clause 24 – Amendment, below, has no application to the Employer, for any reason, at its sole discretion, by providing the Employee with written notice, or compensation in lieu of notice, or a combination thereof, equal to the minimum requirements set out in the Code. No notice or compensation in lieu of notice or a combination thereof in excess of the minimums set out in Part 2 Division 8 of the Code shall be provided and no further obligations for termination notice or pay in lieu thereof, at common law or otherwise, shall be owed to the Employee. The Employee's below signature confirms his/her understanding and the implications of this provision.
- c If you have attended any courses paid by Acre Prime Inc. during your employment and quit or are terminated **for cause** within 6 months of the course date, you will be required to pay back the amount of the course. The cost of the course will be deducted from your last paycheck.

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16. **Resignation or Termination of Employment by Employee:** The Employee may terminate or resign from employment at any time by providing the Employer with the required statutory notice, as outlined in s. 58 of the Code. Notice of termination or resignation must be in writing, signed and dated and the Employer may decide, at its sole discretion, to waive your required notice of termination or resignation. If the Employee terminates or resigns from employment, for any reason whatsoever, the Employee confirms that he/she will not receive any notice or compensation in lieu thereof at common law or otherwise (except for the amounts provided for pursuant to the Code in respect to unpaid wages up to and including the last day of employment. Holiday pay and vacation pay is included on each cheque.
17. **Confidentiality:** It is understood and agreed that all information pertaining to the Employee's employment or to which the Employee become privy to through employment is strictly confidential. The nature of the work of the Employer is such that you will have access to confidential information on a regular basis in respect to pricing, materials, quotes, bidding and other business operations of the Employer in respect to its engagement with its employees, contractors, customers, clients, vendors and suppliers, and this information cannot be disclosed to any other party except as may be lawfully required to do so during the fulfilling of the Employee's duties. The obligation to protect this confidentiality is a fundamental term of employment and a breach of that duty may result in the immediate termination of employment for just cause. The duty to protect the Employer's confidential information also continues after the Employee's employment with the Employer concludes, for whatever reason as instigated by either Party.
18. **Non-Solicitation:** Except as contemplated herein and except with the Employer's written consent, and during term of this Agreement, the Employee shall not:
  - a Solicit or aid in the solicitation of any employee, contractor, customer, client, vender or supplier except for, on behalf of, and in the best interests of the Employer;
  - b The Employee acknowledges that a breach by the Employee of the provisions contained in this Clause 18, to this Agreement, will result in the Employer and its business suffering irreparable harm that cannot be calculated or fully or adequately compensated by the recovery of monetary damages alone. Accordingly, the Employee agrees that the Employer shall be entitled to obtain interim and permanent injunctions, and other equitable and provisional remedies in addition to any other relief, for any breach of such provisions at law or equity; and
  - c The Employee acknowledges that by reason of the time and money invested by the Employer in its business, the knowledge that the Employee will have acquired of the Employer's business and client, customer, vendor, supplier and other economic relationship based engagement, and the Employee knowing the competitiveness of the business activity carried on by the Employer, the scope of the covenants contained in this Clause 18 are reasonable and commensurate with the protection of the legitimate business interests of the Employer and does not impair or interfere with the Employee's ability to earn a livelihood or to conduct the Employee's services in the general construction industry, save providing excavation, earthworks, land reclamation, erosion control and landscape construction services, and further acknowledges and agrees that the provision of Clause 18 does not constitute a penalty but is a legitimate, good faith, measure to protect the business interests of the Employer.
19. **Drug and Alcohol Policy:** Acre Prime has a zero tolerance policy. The possession or consumption of alcohol and/or illicit drugs, or the misuse of "prescription" (over the counter) drugs is prohibited on company premises (including work trucks), worksites, or areas deemed hazardous to the interest of the company and/or its employees. Prescription drugs (Including medicinal marijuana) are only used with the recommended dosage of the Doctor. With any prescription, a Doctor's note stating they are fit for Duty must be brought to a supervisor or safety designate and be approved prior to commencing work. Failure to report the usage of a prescription drug will result in disciplinary action which may include termination. The use of alcohol or drugs on the work site to any degree will result in immediate suspension of employment until further investigations have been completed. Acre Prime Inc reserves the right to overrule the enforcement policy when drugs or alcohol is a factor. Acre Prime Inc reserves the right to perform a Urine 12 Panel POCT Drug and Alcohol test in the event of an incident, if a worker is suspect of being under the influence, and pre-job screening before starting work on sites. A mandatory Drug and Alcohol Test may

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be required every 6 months.

- 20. **Social Media:** I acknowledge and agree that the Employer's name or its business is not to be used by the Employee for any purpose or reason unless the content to be posted on social media, of any kind, is pre-approved in writing by the Employer. This shall include, but is not limited by, the Employee's employment status, project locations, updates, pictures or any other connection with the Employee's employment with the Employer on all applicable social media sites, including, but not limited to, LinkedIn, Twitter/Facebook. Breach of this clause shall subject to the Employee to immediate just cause termination and the Employee's below signature confirms the content of this paragraph, its implications and consequences.
- 21. **Truck and Cell Phone Policy:** Trucks must be maintained and cleaned out of any garbage and paper work at the end of each shift, smoking is not permitted in any Acre Prime Inc, Trucks and or equipment. Cell phones are not to be used while operating trucks or equipment please make sure to pull over or stop the equipment.All employees are responsible for any traffic fines accumulated while driving a company vehical.
- 22. **Non-Disparagement:** The Employee agrees to take no action and to not make any communication (whether verbal, written or otherwise) to any person or entity of which is intended, or would reasonably be expected, to harm the Employer or its reputation or which would reasonably be expected to lead to any unwanted or unfavorable publicity to the Employer. Breach of this clause shall subject to the Employee to immediate just cause termination and the Employee's below signature confirms the content of this paragraph, its implications and consequences.
- 23. **Severability:** If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining clauses and provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any clause or provision of this Agreement is invalid or unenforceable, but that by limiting such clause or provision it would become valid or enforceable, then such clause or provision shall be deemed to be written, construed, and enforced as so limited.
- 24. **Amendment:** The Employee shall not be entitled amend or vary any provision, clause or term of this Agreement, unless such amendment or variation is evidenced in writing and executed and dated by both Parties.
- 25. **Independent Legal Advice:** The Employee acknowledges that prior to the execution of this Agreement the Employer provided the Employee reasonable opportunity and time to review and understand the content this Agreement and its schedules. The Employee further acknowledges that prior to the execution of this Agreement the Employer provided the Employee reasonable opportunity and time to obtain independent advice regarding this Agreement and its schedules.
- 26. **Acknowledgement:** I, the undersigned, confirm that I have had a reasonable opportunity to consider this Agreement and what the terms herein represent, and to all matters set out herein, and I have had fair and reasonable opportunity and time to obtain independent legal advice. I hereby accept this Agreement and its schedules on the terms set out herein. I do so voluntarily.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties in the city of \_\_\_\_\_ of the Province of Alberta on the \_\_ day of \_\_\_\_\_, 20\_\_.

**ACRE PRIME INC.**

Per: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Employee

\_\_\_\_\_  
Signature of Employee

