**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_ 201\_, between:

 **Company Name.,**

 a body corporate, duly incorporated under the laws

of the Province of Alberta,

hereinafter referred to as the “Employer”

- and -

**Employee Name,**

of the City of Calgary, in the Province of Alberta,

hereinafter referred to as the “Employee”

The Employer and the Employee each agree with the other as follows:

1. **Employment**: The Employer has agreed to employ the Employee for the position of XXXXX, and the Employee has agreed to accept such employment. The Employee’s duties are as given and specified by the XXXXXX, which are hereby accepted by the Employee. Other duties may be assigned by the Employer from time to time.
2. **Term**: The term of this Agreement shall begin XXXXX, and shall continue until terminated in accordance with the terms set out below.
3. **Compensation**: For services provided, the Employer shall pay the Employee an annual salary of XXXX Thousand ($XX,000.00) Dollars. The Employee shall be paid twice per month, payable on the 15th and last day of each month. This remuneration is subject to all required withholdings, paid in accordance with the Employer’s regular payroll policies and procedures.
4. Expenses: As part of the employee’s roles and responsibilities, the employee may be required to incur expenses on behalf of the company. The employee will be reimbursed for such expenses providing approval has been obtained prior to the expense being incurred. Any expense over $50 at any given time will require approval.
5. **Benefits**: The benefits offered to the Employee are as specified by the group plan held with Western Life Assurance Company, a copy of which will be given to the Employee.
6. **Vacation**: The Employee will be entitled to annual vacation time in the amount of two (X) weeks per year at a rate of X%. The Employee shall also receive additional time off during the Christmas holidays as decided upon by the Employer and such pay is to be covered by the Employer. Vacations are not to be rolled over from year to year and are to be used each year by December 31. Any vacation days not used by December 31 of each year will expire. Vacation approval will be handled in accordance with the normal practices of the Employer.
7. **Hours of Work**: The Employee agrees to working 8 hours a day from 8:00 am to 5:00 pm with a one hour lunch break. The Employee agrees to work Monday through Friday of each week.
8. **Conduct**: The Employee agrees that during the time of employment with the Employer, the Employee shall adhere to all rules, regulations and policies established by the Employer for the conduct of its employees. The Employee agrees to devote their full time, attention and energies to the business of the Employer.
9. **Conflicting Employment**: The Employee agrees that during the time of employment with the Employer, the Employee will not enter into the services of or be employed in any capacity or for any purpose by any person, firm or corporation other than the Employer, nor will the Employee engage in any business, enterprise or undertaking other than his employment, except with the prior written approval of the Employer and only for so long as such business, enterprise or undertaking does not conflict with the Employee’s performance of his duties under this Agreement.
10. **Confidentiality**: The Employee acknowledges that all information and materials produced or acquired by the Employer are of a confidential nature and shall not release or disclose such information to any person other than solely to those employees of the Employer having a need to know such information in order to accomplish the Employer’s purposes. The confidential information shall remain the sole property of the Employer. The Employee’s obligations of confidentiality and restrictions on use of the confidential information shall survive termination of this Agreement and will continue for a period of five (5) years from the date of such termination.
11. **Notices**: All notices, demands and other communications made or given in connection with this Agreement shall be in writing and personally delivered, sent or mailed by registered or certified mail, postage paid, addressed to the respective parties as follows:

Employer:

Company Name

Company Address

Calgary, Alberta Postal Code

Employee:

XXXX

XXXX

Calgary, Alberta XXX XXX

1. **Termination**: The employment of the Employee by the Employer may be terminated by either party following the Alberta Labour Standards guidelines. The employment of the Employee by the Employer may be terminated immediately upon the occurrence of any one of the following events:
	1. In the event the Employee shall willfully and continuously fail or refuse to comply with the standards, rules, regulations and policies established by the Employer;
	2. In the event the Employee shall be guilty of fraud, dishonesty or any other misconduct in the performance of the Employee’s duties on behalf of the Employer;
	3. In the event the Employee shall fail to perform any provision of this Agreement to be performed by the Employee;
	4. In the event the Employee dies during the term of this Agreement, the Agreement shall terminate.
2. **Severability**: If, for any reason, any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by the law, any prior agreement between the Employer (or any predecessor thereof) and the Employee shall be deemed reinstated as if this Agreement had not been executed.
3. **Assignment**: The Employee shall not assign this Agreement or any part to any person.
4. **Amendment**: The parties may from time to time and by mutual agreement in writing amend the terms of this Agreement.
5. **Governance**: This Agreement shall be governed by the laws of the Province of Alberta.
6. **Probation**: Employment is subject to a 3 month probationary period.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

DATED this day of , 201\_.

**Company Name Employee Name**

Per: