**February 23, 2022**

Employee Info

**Re: Offer of Employment**

We are pleased to offer you term employment (the “**Term**”) as **Horticultural Technician** commencing **April 1, 2022** and ending on **October 31, 2022** based on the terms and conditions set out in this letter. We are excited about you potentially joining our team and should you accept our offer we would integrate you into our team, with formal mentorship provided under our Horticulturist.

**ABC Agricultural Consulting Inc.** (the “**Company**”) is a progressive and productive agricultural services company with an engaged and committed staff. Your addition to our team would enhance that and we anticipate you helping us to make positive changes for an even better future.

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| Position | **Horticultural Technician**, with such duties as further described in Schedule “A” appended to this letter.  You agree to faithfully, diligently and loyally carry out your duties and agree to act in the best interests of the Company at all times. |
| Reporting | You will report directly to the Horticulturist. |
| Job-Related Skills | * Post-secondary education in agriculture, biology, environmental science or a related field. * A valid driver’s licence, with a clean driver’s abstract. * Provision of own vehicle for work term use. * Excellent communication skills (written and verbal). * Highly proficient with Microsoft Office and G-Suite software. * Some experience in agronomy, agriculture business management and/or stakeholder engagement. |
| Wage | Paid as Salary, based on a calculated hourly wage rate of **$28.00** (“**Base Salary**”) over **40 hours per week**, payable in bi-monthly installments (less statutory deductions and withholdings as required by law). |
| Mileage | The use of your own vehicle is required for the position and mileage will be compensated at the Federal Government rate of **$0.61/km for the first 2500 km,** dropping to $0.50/km from 2500-5000 km driven and $0.35/km driven beyond 5000 km.  Mileage is recorded from the starting point of your day in the field or from the office. All vehicle maintenance and repairs are the responsibility of the employee. |
| Benefits | As this is a summer term position, no health benefits will be provided. A cell phone benefit of **$20 per pay period** will be provided to offset data and cellular overages on the use of your personal phone. |
| Vacation | For the purposes of vacation entitlement for this term position, you will receive **7 days of paid** holidays. Time in lieu, within reason and as discussed for work in excess of agreed upon hours. |
| Equipment, Data and Information | Should you at any time during your employment with the company be provided with company equipment the equipment and any data or information contained in it or by it depending on where the data or information is stored, is the property of the company and the company has the right to access the information as and when it needed. |
| Work Day | You will be working on salary and only be entitled to overtime pay if required by the *Employment Standards Act* (B.C.) due to the nature of your position. All overtime entitlement (if applicable) is subject to the Company’s overtime policies as amended from time to time by the Company at its discretion without advance notice. You will not be entitled to overtime pay unless authorized in advance. |
| Insurance | The Company will cover Professional Liability Insurance and Worker’s Compensation Board Insurance at the cost of the Company to provide coverage for the employee. |
| Policies and Procedures | You must follow all policies and procedures of the Company, including the Company’s Employee Handbook,as implemented, and amended from time to time at its discretion without advance notice. |
| Confidentiality | You acknowledge and agree that as part of your employment you will be provided with confidential information about the affairs of the Company. You agree that both during your employment and subsequent to your employment ending you will not disclose any confidential information to any person or entity except as necessary to carry out your duties at the Company. As a condition of your employment you must agree to the terms and conditions contained in the attached Confidentiality, Intellectual Property and Competitive Services Agreement. Please acknowledge your understanding and agreement to it by signing the attached copy of it and returning it along with your signed copy of this letter. |
| Termination | You may resign from your employment with a minimum of two weeks’ notice.  Within the first six months of your employment, the Company may terminate your employment at any time by providing you with the minimum notice, pay in lieu of notice or any combination thereof (“**Notice**”) required by the *Employment Standards Act* (B.C.) (the “**Act**”).  The Company may also terminate your employment at any time without advance notice for just cause.  The Company may also terminate your employment at any time on a without cause basis by providing you with 3 weeks of Notice, pay in lieu such notice, or any equivalent combination thereof (“Notice”) for each full year of employment up to a maximum total of 3 months of Notice.  Notice will be based on Base Salary only unless otherwise required by the Act. Receipt by you of Notice satisfies all obligations of the Company to you related to termination of your employment, including all obligations (if any) related to notice, pay in lieu of notice, commission payments, bonus payments, and severance pay of any kind including all obligations pursuant to the common law. |
| Continuation | A formal review of the Term will be conducted in September 2022 to determine if both Parties are interested and willing to continue the employment relationship. At this time a discussion will be held to review job performance, compensation and future scope of work. |
| Miscellaneous | This letter will be construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. If any provision of this letter is for any reason declared to be void or unenforceable in whole or in part, such declaration shall not affect or impair the enforceability of validity of the remaining terms of this letter, which remaining portions shall remain in full force and effect |

If you have any questions about this offer, please contact me directly. Otherwise, please confirm your acceptance to the terms and conditions of employment contained in this letter and the attached Confidentiality, Intellectual Property and Competitive Services Agreement by signing the enclosed copy of this letter and return them to me by **March 5, 2022**.

Sincerely,

Jane Smith, M.Sc., P.Ag

Horticulturist/Director

ABC Agricultural Consulting, Inc.

Encl.

I, have read, understand and accept the terms and conditions of my employment contained in this letter and attached agreement. I have had the opportunity to obtain independent advice about this offer.

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**Mike Jones**  Date

**Schedule “A”**

Job Responsibilities: Horticultural Technician

* Conduct horticultural scouting for insect pests, diseases and weeds in apple, pear, and cherry orchards.
* Provide quality control support for crop harvest – cherry, apple, pear.
* Collection, preparation and sending of crop nutrition, disease and MRL samples – as required.
* Create, document and deliver digital and in-field horticultural extension content for tree fruit growers (may include but is not limited to the creation of written materials, brochure, photos, video, social media posts, online meetings and grower field tours).
* Assistance with on-farm audit preparation and food safety documentation.
* Assistance with on-farm and packinghouse food safety training, pre-audit inspections and preparation of documents.
* Assist with maintaining grower files and certification documentation.
* Assist with the planning, set-up and management of small plot research trials from planting or bloom through to fruit harvesting activities, as per research protocols. This includes, the horticultural management, maintenance, documentation (photos and observations) and assessment (qualitative and quantitative data) for trials throughout the season.
* Data analysis and summary writing for horticultural and extension projects.
* Submission of regular trial reports to Supervisor.
* Participation in industry events, knowledge transfer and learning opportunities that contribute both to your own Professional Development and to raising the profile of the Company.