

Agreement Between Contractor and Worker (WH-153)

(TO BE EXECUTED BY BOTH PARTIES)

Place of Employment:

The EMPLOYER, WOODPECKER 1499 Harwood St Prineville, OR 97754 and the WORKER,
_____ mutually agree as follows:

Wages:

Pay day is every other Friday. This contract will be paid at the following rate(s):

Hourly Rate \$ 11.34 Contract No: 2018 Type 2 Hand Crew

Hourly Rate \$ 11.34 Contract No: 2018 Water Handling Agreement

Overtime is paid after 40 hours in a work week at the rate of one and one half times the hourly rate base rate. Overtime is not paid on the fringe benefits listed below.

Benefits:

This contract will pay fringe benefits for all SCA hours worked up to 40 per week maximum: **\$4.41**

(*Fringe Benefits are not paid on Shop Time) **Fringe Benefit Payment for Health & Welfare*

Activities:

Fire suppression and all jobs related to the activity.

Training is a required condition of the contract prior to being employed. Woodpecker will pay for the costs of administering the training but does not pay potential employees for time spent in training. Training includes CPR and First Aid and fire training that meets PMS 310-1 standards.

Period of Employment:

All Woodpecker employees work on an on-call status due to the unpredictable nature of fire and forestry contracts.

Woodpecker is not able to guarantee work due to the unpredictability of wildfires and other contracts. All employees must personally assess the potential for wildfires and work, seasonal work peaks during the summer months.

Transportation:

Because it is included in the contract, all transportation from the home base to and from the fire will be provided and paid by the company. Because the company will not be paid as per the contract, time spent in travel may not be compensated for if any of the crew members or equipment are determined to be in non-compliance. In addition, if you leave the assignment prior to crew demobilization or if you are a replacement worker, you will not be paid for time spent in travel.

Labor Disputes/Overtime:

There are no current or planned labor disputes at the work site known to the company.

Existing Sales Contract:

The Company does not have any current existing sales contracts.

Workers Compensation:

Woodpecker's workers' compensation is covered by SAIF. The policy holder is Andron Usoltseff DBA Woodpecker. If you are injured, you are to immediately notify your crew leader. Rosie Usoltseff at (503) 984-4519 must also be immediately notified of any injury or death and the time and period in which any occurrence has happened.

Equipment and Personal Protective Clothing:

Personal protective gear includes Nomex fire clothing, shelters, hard hats, gloves, goggles, headlamps, and chaps. Woodpecker will be providing fire clothing, hard hats, goggles, fire shelters, and headlamps for employees. This personal protective gear belongs to Woodpecker and will need to be returned to Woodpecker at the completion of each firefighting incident. Woodpecker has a single pair of industry ready boots available for you, but you must return them at the end of the season. If you do not take the boots that Woodpecker provides for you, but purchase your own pair, and you are employed more than 30 days, Woodpecker will only reimburse you up to \$150.00 for this purchase. You are required to return to Woodpecker the firefighting boots provided to you upon close of season, unless you have fulfilled a 30 day work day period. If the boots are not returned, Woodpecker will deduct the cost of those boots on your final paycheck. If you take any additional boots other than the pair Woodpecker provides, you will be charged on your paycheck the full cost of those boots. If you choose to purchase your own boots, Woodpecker will reimburse you up to \$150.00 for your first pair of industry ready firefighting boots during your seasonal employment with Woodpecker after you have been employed for more than 30 days during the current season.

Lost or damaged equipment may need to be paid for by the employee before the employee will be eligible for re-assignment. The gear will be re-issued to the employee the next time the employee is dispatched. Failure to not return any supplies, you will be back-charged on your final paycheck.

Personal Gear:

You are responsible for all your own personal gear such as, camping items such as sleeping bags, tents, socks, cigarettes, etc. of which may not be charged to the Company Credit Card. (Any unauthorized charges will be deducted from your paycheck.)

Housing, Health and Day Care Services:

Housing, health, and day care services are not provided. Wildland firefighters will usually camp at federal and state provided fire camps. Your stay at any location other than what is provided to you will be at your own expense.

I have read and understand this agreement (amended disclosure), and I understand that I will need to return all company issued equipment and personal protective gear before I am issued my final pay check, or the amount to replace the company issued equipment may be deducted prior to the issuance of the final paycheck. I authorize Woodpecker to make deductions from my paycheck for cash withdraws or personal items purchased at my direction. I have received an employee orientation that includes reviewing all company policies, OSHA regulations, and Oregon BOLI and DOL MSPA requirements, and I have received a WH-151 outlining my rights as an employee.

Employee Signature/Date

Company Representative Signature/Date
Andron Usoltseff DBA Woodpecker

Printed Name