

# HERITAGE REFORESTATION INC.

1418 Mt. St. Partick Rd. Dacre, ON K0J 1R0

# CREW BOSS EMPLOYMENT CONTRACT

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#### Section I:

## **Term of Contract**

The term of this contract is for the period April 28, 2016 (the 'Start Date') to the last day of the Tree Plant (the 'End Date'), inclusive.

#### Section II:

## **Eligibility**

- (1) Must hold valid First Aid Certification
- (2) Must hold valid Class C or above (or provincial equivalent) Drivers License
- (3) Must complete MOL Safety Awareness Training (administered through HRI)
- (4) Must be WHMIS Certified (administered through HRI)
- (5) Must have Transportation of Dangerous Goods (administered through HRI)
- (6) Must complete HRI Vehicle Orientation Training (administered through HRI)
- (7) Must have planted with HRI.

#### Section III:

#### **Job Description**

Heritage Reforestation Inc. expects, as a minimum, a Crew Boss to preform the following duties.

Duty	Expectation	
Hiring (14/120)	The Company expects you to Hire a crew of 14 Planters.	
Initial:	Marking criteria: Each Planter hired by you on your crew, that shows up at the pickup location of the Tree Plant = 1 full mark. Planters that show up late do not receive a mark.	
	To get full marks: Hire all 14 planters. Make sure they show up on the pickup date	
Production (29/120)	The Company expects your crew, by the beginning of the second shift, to plant <u>a minimum</u> of 15,750 trees per day, or 78,750 trees per week.	
Initial:	Marking criteria: The final number (out of 29) will be divided by the number of shifts in your season. For example, if your crew plants 10 shifts, 2.9 marks will be allotted for each shift.	

	Where your crew performs above the expectation, noted above, you will receive full marks for the shift. Where your crew's production falls below the expectation, you will not receive any marks for the shift.
	To get full marks: Your crew must plant more than 15,750 trees every day (not including your first shift)
Quality (35/120)	To receive full marks, the Company expects your Crew's Planting quality to be no less than an average of 95% and to fill out Plot sheets, 1 plot per planter per day.
Initial:	Marking criteria: You start with a full 35 marks. For every missing plot sheet, you will lose ½ a mark. Each time your crew has to replant a block, you will lose 5 marks.
	To receive full marks:  Never fail a block. Hand in your plot sheets to your supervisor on time every day.
Vehicle (35/120)	The Company expects you to return the Company vehicle you <u>sign out</u> in good working order as outlined in Section I of Schedule A.
Initial:	Marking Criteria: See Schedule A
	To Receive Full Marks:  Meet the criteria as outlined in schedule A and hand in a Completed log book, with no mistakes.
Personal Protective Equipment (PPE) (7/120)	The Company expects you to wear, at all times while on the worksite, proper personal protective equipment; including hard hat, hi-vis and steel toe boots. The Company also expects you to enforce that your planters wear proper Personal Protective Equipment.
Initial:	Marking Criteria: You start with full marks. Anytime your Supervisor or client sees you without the proper PPE on, you loose 1 mark
	To Receive Full Marks: Always wear your proper PPE.

If the tasks outlined in the table above are not met, the Company reserves the right to terminate your Employment as a Crew Boss at anytime in the duration of this Contract.

#### Section IV:

## **Expected Working Hours**

Heritage Reforestation expects a Crew Boss to work the following hours:

Production Day Initial:	On-duty hours start at 6:45am (time of vehicle circle check) Off-duty lunch break – 1 hour (mid-day) Leave the block at 6:00pm Back in camp and Off duty by 6:45pm. Total On-duty hours: 11 hours per production day.
Per Shift Initial:	A shift will run 5 days on, 1 day off Expected on-duty hours per shift: 55 hours
Days Off Initial:	Hours are recorded as Off-duty, vehicle log books are recorded 'Personal Hours and must have 36 hours off duty (means getting back to camp on bush Friday before 6pm)
Camp Moves Initial:	You are expected to assist with Camp Moves. You will be paid a wage of \$11.75/hour for the hours worked on a camp move. It is your responsibility to submit a time sheet to your Supervisor for the hours you work.
Reefer Unloads Initial:	You may or may not be tasked with a Reefer unload. Any employee, Crew Boss or Planter, unloading a reefer, will be paid \$11.75/hour from the time the first box or tray is unloaded until the last box or tray is unloaded, and reefer is reloaded with empties.
Overtime & Vacation Pay Initial:	Based on the Expectations as noted above, Overtime and Vacation Pay are included in your Price Per Tree Pay Structure.
Management Training Initial:	The Company expects you to show up a minimum of 2 days before the start date of the contract for Management Training. You are also expected to stay 2 days after the end of the Tree Plant. You are compensated for this training as part of the price per tree you earn in your Price Per Tree Pay Structure.

## Section V:

## **Allowable Deductions**

You hereby authorize Heritage Reforestation to Deduct the following items from your pay

<b>Equipment Use</b>	At the start of the season, Company equipment will be signed out to you.
Initial:	You are responsible for taking all reasonable care of the equipment loaned to
	you by the company. Loss or unreasonable damage to your GPS, Two-Way

	Radio, or any other company equipment may be wholly or partially deducted from your pay.
Camp Costs Initial:	Depending on your Log Book Bonus (see Schedule A: Section II) and the level of experience of a Crew Boss (view below), as outlined in this contract, you may incur Camp Costs. You hereby authorize the Company to deduct camp costs, inclusive of HST, from your pay, in the amount of \$28.25 per production day.
Cash Advances Initial:	The Company understands you may from time to time need a Cash Advance. You hereby authorize Heritage Reforestation to deduct any amount paid to you in the form of a Cash Advance from you pay.

## Section VI:

## **Compensation**

For the Job Description outlined above, Heritage Reforestation will pay its Crew Bosses the following Compensation:

#### PLEASE CIRCLE AND INITIAL BESIDE YOUR LEVEL OF EXPERIENCE.

## First-Year Crew Bosses

Minimum Price Per Tree you earn that a Planter on your Crew Plants	1 cent
Maximum Price Per Tree you earn that a Planter on your Crew Plants	1.2 cents
Criteria for Earning Maximum Price Per Tree:	Marks out of 120 as outlined above. 120 out of 120 = 1.2 cents/tree
Additional Earnings - Project Difficulty: The Company recognizes that some blocks require more effort than others. For example, if your crew is planting a walk-in block, the Company feels that you as a Crew Boss deserve to be compensated for what would ultimately be a lower production day.	For blocks your crew is walking into over 1km from truck/van access, you will receive an additional <b>0.15 cents</b> per tree that your crew plants on this block.
The Company also recognizes that Tree Stock Packaging can impact the production of a crew. For example, planting OVF totes, compared to PRT boxes is a noticeable change in production.	Trees planted from trays or ovf size jiffy pods, the crew boss will receive an additional <b>0.1 cent per tree.</b>
You Pay Camp Costs	\$25 per production day
Log Book Bonus	Removal of Camp Costs – See Section II of Schedule A

## Second-Year Crew Boss

Minimum Price Per Tree you earn that a Planter on your Crew Plants	1 cent
Maximum Price Per Tree you earn that a Planter on your Crew Plants	1.3 cents
Criteria for Earning Maximum Price Per Tree	Marks out of 120 as outlined above. 120 out of 120 = 1.2 cents/tree
	Additional 10 marks available based on a particular area your Supervisor wants you to work on, as outlined in Schedule B.
Additional Earnings - Project Difficulty: The Company recognizes that some blocks require more effort than others. For example, if your crew is planting a walk-in block, the Company feels that you as a Crew Boss deserve to be compensated for what would ultimately be a lower production day.	For blocks your crew is walking into over 1000m from truck/van access, you will receive an additional 0.15 cents per tree that your crew plants on this block.
The Company also recognizes that Tree Stock Packaging can impact the production of a crew. For example, planting OVF totes, compared to PRT boxes is a noticeable change in production.	Trees planted from trays or ovf size jiffy pods, the crew boss will receive an additional <b>0.1 cent per tree.</b>
You Pay Camp Costs	\$25 per production day
Log Book Bonus	Removal of Camp Costs – See Section II of Schedule A

## Third-Year Crew Boss

Minimum Price Per Tree you earn that a Planter on your Crew Plants	1 cent
Maximum Price Per Tree you earn that a Planter on your Crew Plants	1.4 cents
Criteria for Earning Maximum Price Per Tree	Marks out of 120 as outlined above. 120 out of 120 = 1.2 cents/tree
	Additional 20 marks available based on a particular area your Supervisor wants you to work on, as outlined in

	Schedule B.
Additional Earnings - Project Difficulty: The Company recognizes that some blocks require more effort than others. For example, if your crew is planting a walk-in block, the Company feels that you as a Crew Boss deserve to be compensated for what would ultimately be a lower production day.	For blocks your crew is walking into over 1000m from truck/van access, you will receive and additional <b>0.15 cents per tree</b> that your crew plants on this block.
The Company also recognizes that Tree Stock Packaging can impact the production of a crew. For example, planting OVF totes, compared to PRT boxes is a noticeable change in production.	Trees planted from trays or ovf size jiffy pods, the crew boss will receive an additional <b>0.1 cent per tree.</b>
You Pay Camp Costs	\$25 per production day
Log Book Bonus	Removal of Camp Costs – See Section II of Schedule A

# Forth-Year Crew Boss

Minimum Price Per Tree you earn that a Planter on your Crew Plants	1 cent
Maximum Price Per Tree you earn that a Planter on your Crew Plants	1.5 cents
Criteria for Earning Maximum Price Per Tree	Marks out of 120 as outlined above. 120 out of 120 = 1.2 cents/tree
	Additional 30 marks available based on a particular area your Supervisor wants you to work on, as outlined in Schedule B.
Additional Earnings - Project Difficulty: The Company recognizes that some blocks require more effort than others. For example, if your crew is planting a walk-in block, the Company feels that you as a Crew Boss deserve to be compensated for what would ultimately be a lower production day.	For blocks your crew is walking into over 1000m from truck/van access, you will receive and additional <b>0.15 cents per tree</b> that your crew plants on this block.
The Company also recognizes that Tree Stock Packaging can impact the production of a crew. For example, planting OVF totes, compared to PRT boxes is a noticeable change in production.	Trees planted from trays or ovf size jiffy pods, the crew boss will receive an additional <b>0.1 cent per tree.</b>

You Pay Camp Costs	\$25 per production day
Log Book Bonus	Removal of Camp Costs – See Section II of Schedule A

#### Section VII:

#### **Termination of this Contract**

HRI has the right to terminate this Employment Agreement if you are operating in violation of HRI's Standard Operating Procedures as outlined in the Heritage Reforestation Health & Safety Manual. Also, if you destroy tree stock in any way, the Company will terminate your Employment.

#### Schedule A

You are eligible for Two Vehicle Bonuses. Section 1 outlines 'Where the Company Stands' on the responsibilities entrusted to you as a driver in the Company. The table below clearly outlines by category how you can achieve 29 marks available under Vehicle section of the Crew Boss Job Description.

Section II is a separate Vehicle Bonus that is available to you upon returning a no-mistakes, complete Log Book. Simply put, the Company will cover the costs of you Camp Costs once you return a complete Log Book, with no mistakes.

**Section I: Vehicle Report** 

Vehicle Component	Where the Company Stands	Financial Responsibility
Windshield	The vehicle you receive will not have any cracks in the windshield. The Company believes that cracked windshields are largely the result of drivers driving to close to other vehicles on rocky logging roads. However, the Company also understands that a rock can suddenly hit your windshield on the highway or by other means. The windshield is one of the first item of inspection in your daily circle check. If you notice a crack, report it immediately to your Supervisor.	If your vehicle is returned to the shop with a cracked windshield and there is no mention of it in your log book, your vehicle bonus will lose 10 marks.
Bumper and Vehicle Body Damage, Broken Mirrors, Damaged Lights	At the start of the season you will sign out a vehicle from the HRI shop. At this time an inspection will be conducted with you and your supervisor or the shop supervisor and you will both complete a full circle check, noting all defects.	If your vehicle returns with additional body damage from the time it was signed out, you will lose 10 marks.
Tires	The Company wants its Crew Bosses to pay attention to the wear on tires of the vehicle they are driving and ensure that if the tread is too low, the tire gets changed	Seen as wear and tear, not the financial responsibility of a Crew Boss
Leaf Springs, Suspension & Brakes	Given the structural integrity of leaf springs and the suspension, and the safety aspects of the braking system of the vehicle you are driving, the Company expects these items to be inspected daily and any defects to be remedied as soon as possible	If the defects are reported to your Supervisor immediately, you will not ensure a financial responsibility. If your vehicle is returned to the shop with defective Leaf Springs, Suspension or

		Brakes, you will lose half of your vehicle bonus.
Cleanliness	Every employee in the Company is expected to clean out their vehicle everyday. Smoking is prohibited in Company vehicles. A thorough cleaning (vacuum, pressure wash) is to be done before the day off.	Your supervisor will conduct random checks of your vehicle. If the vehicle is deemed to be unclean, you will incur a financial responsibility by losing one mark on your vehicle bonus for every time the vehicle is found unclean.
Transmission	The Company expects you to check fluid levels as part of your daily circle check.  If your vehicle's transmission becomes defective, report it to your Supervisor immediately	If it is deemed that you were not checking your fluid levels and your transmission fails, you will not receive a vehicle bonus.
Engine Failure	If the engine of your vehicle is acting up, report it to your supervisor immediately.	If it is deemed that you were not checking your fluid levels and your engine fails, you will not receive a vehicle bonus.
Starter	If your vehicle will not start, report it to your Supervisor	You are not financially responsible for a defective starter.
Missing License Plate, Insurance and Ownership Papers in Vehicle, CVOR, Maintenance Log	It is expected that in your daily circle check, you inspect each license plate to ensure the plate is mounted properly and the sticker is valid. It is also expected that you know the location of your Vehicle binder, keep it clean and tidy and ensure it has a copy of the Vehicle Ownership, Insurance Slip, CVOR Number and Maintenance Log	If you are pulled over by the OPP or MTO and are missing a License Plate, Insurance Slip, Vehicle Ownership, CVOR or Maintenance Log, you will not receive a vehicle bonus.
Emergency Equipment, Seatbelts, and Emergency Exits	As a safety priority it is expected that you do not operate a HRI vehicle with an amount of passengers in excess of the working seat belts in your vehicle. It is also expected that as part of your vehicle circle check, you check to make sure you have all the necessary emergency equipment and properly function emergency exits	The Company will deduct 10 marks off your vehicle bonus if the vehicle is returned to the shop with doors that do not work properly, missing emergency equipment and damaged or destroyed seatbelts.
Speeding,	Safe driving is a priority for us. Speeding is never	Up to 5 marks may be

Distracted Driving,	tolerated. Speed limit is 70 km/h on primary	deducted for each
Unsafe Driving	logging roads, 50 km/h on secondary logging roads.	infraction. Fines may also
	One warning may be issued by the supervisor. Also,	be issued by the supervisor
	do not drive your vehicle into places it should not be	if deemed necessary.
	going.	

## **Section II: Log Book Bonus**

The Company expects every Employee to hand in their Vehicle Log Book at the time they return their vehicle to the shop.

A Complete Log Book with zero mistakes will earn you a bonus equal to the amount of your seasons Camp Costs.

# Schedule B Particular Area of Focus as set out herein (For Experienced Crew Bosses only)

Purpose of this Schedule B is to pick a particular area of focus that the Company feels you need to improve on. The additional marks are based intentionally on the subjective observation of your Supervisor as well as comments from clients. This Particular Area of Focus is meant to be something you actively work on with your Supervisor and work to improve on in consultation with your Supervisor.

Crew Boss Name
Supervisor
Additional Marks Available under this Schedule I 20 Additional Marks
Important:
Terms for Additional Marks:
Comments on:
Review of Terms:

#### Crew Boss Contract

The foregoing represent our entire agreement with respect to your employment with Heritage Reforestation for the term outlined in this Contract.

I have read this agreement and agree wi	th all of its conditions.
Crew Boss Print Name	-
Employee Signature	Date
Supervisor Print Name	-
Supervisor Signature	Date