

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
 Employment and Training Administration
 OMB Approval No. 1205-0134, Expires 09/30/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) / Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Reids Orchard, Inc. 717-677-7466 20-3963752 Reids Orchard & Winery 2135 Buchanan Valley Rd Orrtanna, Pennsylvania		Numbers 4, 5, 6, 7 and 8 for State use only.	
2. Location and Direction to Work Site / Dirección del lugar de trabajo Jobsite (1) is located on 3235 Buchanan Valley Rd., Orrtanna, PA; Adams County. From US 30, exit onto Hwy 234 (Buchanan Valley Rd.). Worksite straight ahead. (If additional space is needed, use separate sheet of paper)		4. Industry Code / Código de Industria 0161	5. Job Order # / No. Orden de Empleo 672350
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Housing consists of one house located at 1643 Buchanan Valley Rd Orrtanna, Pennsylvania; Adams County. Housing is located El alojamiento consiste en una casa localizado en 1643 Buchanan Valley de Carretera, Orrtanna, Pennsylvania; Adams Conado.		6. Occupational Title and Code / Título Ocupacional y Código 45-2092.02 GENERAL FARMWORKERS	
7. Clearance Order Issue Date / Fecha de Trámite 1/13/10		8. Job Order Expiration Date / Fecha de vencimiento 4/01/10	
9. Anticipated Period of Employment / Periodo Anticipado de Empleo From / Desde: 3-1-2010 To / Hasta: 12-10-2010		10. No. of Worker's Requested / No. de Trabajadores Pedidos 6	
11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana. Total: 40 Sunday / Domingo _____ Monday / Lunes 7 Tuesday / Martes 7 Wednesday / Miércoles 7 Thursday / Jueves 7 Friday / Viernes 7 Saturday / Sábado 5		12. Collect Calls Accepted from / Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements / Arreglo de Alojamiento See Attachment #13

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos Applicants are recommended to reply to their closest workforce agency first. However they may apply to the employer. Apply by application, resume, email, or phone.

15. Job Specifications / Descripción del Trabajo Job consists of spring/summer vegetables, small fruit trees, small fruit, herbs, greenhouse tomatoes. Workers must be able to work in stooped position, pass drug test, lift 50lb, be nonsmoker.
 (If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH per attach

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES / SI	NO	Pay Period / Periodo de Pago
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)				
	\$	\$		Social Security / Seguro Social	X		Weekly / Semanal
PRE-HARVEST	8.77			Federal Tax Impuestos Federales	X		Weekly
HARVEST	8.77			State Tax Impuestos Estatales	X		Bi-weekly / cada 2 semanas
	\$	\$		Meals / Comidas		X	
	\$	\$		Other (specify) / Otro.		X	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documentos adicionales.)

C-10006-2880

17. Transportation Arrangements / Arreglos de Transportación See Attachment # 17
 All transportation between the worksite and the workers housing site that is provided by the agricultural business will comply with all applicable Federal, State, and local laws, at a minimum, the same vehicle safety standards and insurance as required un 29 U.S.C. 1841 and CFR 29, part 500, subpart D, unless Worker Compensation Insurance is used to cover such transportation as described in 533.104(h)(3).

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)
 18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si No
 If you have checked yes, what is the FLC wage for each activity? / Si contestó "Si," ¿cuáles es el salario que le paga al Contratista Agrícola por cada actividad?

19. Unemployment insurance provided? Seguro de Desempleo? Yes No
 20. Workers' compensation insurance provided? Indemnización por accidente de trabajo: Yes No
 21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")
 NONE

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None") / Indique toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
 NONE

24. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono)
 PA Bureau of Workforce Development
 Seventh + FORTER ST.; LABOR + Industry Bldg.
 HARALIS BUREAU, PA

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono)
 WIA ANALYST
 717-787-6521

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
 Certificación del Empleador: Este orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title / Firma y Título del Empleador
David Bevil; Employer

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

Public Burden Statement
 Public reporting burden for the ETA Form 780 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 6 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ATTACHMENT TO ETA 790

1). EMPLOYER NAME AND ADDRESS

Reid's Orchard, Inc. 717-677-7047
2135 Buchanan Valley Road
Orrtanna, PA 17353 20-3963752

2). LOCATION AND DIRECTION TO WORKSITE

This job order consists of 1 worksite; 2135 Buchanan Valley Rd., Orrtanna, PA 17353; Adams County. Take U.S.30 (Old Valley Road), turn onto Hwy 234 which is Buchanan Valley Road.

3). LOCATION AND DESCRIPTION OF HOUSING

Housing consists of 1 modular house located at 1643 Buchanan Valley Rd., Orrtanna, PA 17353, Adams County.

Housing is provided at no cost to workers who are not reasonably able to return to their place of residence on a daily basis. This paragraph applies to such workers only. Housing is not provided to non-workers, including family members of workers. Housing is not provided as family units. In the event that a female is hired, they will be provided sleeping facilities shared only with their family members or other women. Sex segregated toilet facilities are also provided. No charge will be made for beds, cooking utensils or similar items furnished to workers whom housing is provided unless unlawfully removed or damaged beyond normal wear and tear. Housing will be clean and in compliance with OSHA housing standards when occupied. The housing provided can vary from houses, mobile homes, dormitory-style buildings (bunk housing), to apartments. Housing includes free kitchen facilities. Kitchen and other common areas will be shared facilities. All workers provided housing under the terms of this work agreement shall vacate the housing promptly upon termination or voluntary abandonment of employment with the employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs for loss or damage of property, unless caused by normal wear and tear, will be charged to the worker(s) found responsible for the damage and / or loss to housing or any furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached ETA 790 and ETA 9142 forms. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

11). ANTICIPATED HOURS OF WORK PER WEEK

The regular work week is seven hours per day, Monday-Friday, and five hours on Saturday for the full period of employment. Worker will report to work at the designated time and place as directed by the Grower each day. Workers may be requested to work various amount of hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to work over the regular weekly hours each day. Also, the workers may be requested, but not required, to work on federal holidays and on their Sabbath. Workers may volunteer to work additional hours when work is available.

The worker agrees to work for employer whenever work is available during the full period of employment even though work may be slack at times. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employers control. These periods can occur anytime throughout the season. The slow times should be understood upon accepting job offer.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantee and / or certain transportation reimbursements discussed in this job order. Excessive tardiness and / or absences will result in termination.

Daily work assignments and location of work will be made at the sole discretion of the employer or any person put in charge by employer (referred to as foreman) Workers may be assigned a variety of duties on any given day or different tasks on different days. Workers will be expected to perform any duties and work on any crop stated in job order as requested by the employer / foreman.

13). BOARD ARRANGEMENTS

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Family units are not available. In the event that a female is hired, they will be provided sleeping facilities shared only with their family members or other women. Sex segregated toilet / shower facilities are also provided. No charge will be made for beds, cooking utensils, and other necessary similar items furnished to the workers for whom housing is provided. Housing will be clean and in compliance with OSHA housing standards when occupied. The housing provided varies according to location and includes frame houses, trailers, and dormitory-style buildings. All housing includes free kitchen facilities. Housing provided will be shared facilities without regard to sex. Any worker provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the assigned employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear, will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

14). REFERRAL INSTRUCTIONS

All applicants should apply to their local employment services. Although application may be made directly to employer, it is strongly suggested to first contact your local employment services. All interstate (out state) applicants interested in this job offer should first contact the job order holding office prior to contacting Employer. Workers should be fully apprised by order holding office of all terms and conditions of job offer including job description, work rules, and any requirements necessary to make informed decisions on acceptance of this job offer. Only interested applicants should be submitted to the employer for interview.

Workers should also be fully informed by the local employment office of all documents needed upon reporting to work. Only workers legally entitled to work in the United States and who will possess original identity and employment eligibility documents sufficient to complete INS Form I-9, within 3 days of hire date, as required by the Immigration and Nationality Act will be permitted to complete the hiring process.

15). **JOB DESCRIPTIONS**

Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work. Workers will be charged for any willful damage or loss of such tools and equipment.

Squash, Beans, Sweet Corn, Sweet Peppers, Hot Peppers, Tomatoes, Peas: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting, pruning, and weeding. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields range from forty (40) to over one hundred (100) degrees. Workers must be physically able to perform the job as described above.

Lettuce (Multiple Varieties): Workers will cut mature cabbage lettuce heads and bunches of collard, kale and mustard greens using knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment

Basil, Mint, Chive, Dill, Parsley, Rosemary, Sage, Thyme, Terragon, Oregano, Cilantro, Lavender: Workers will prepare grounds for planting. This will include plowing, fertilizing, mulching, wrapping fields in plastic & cutting holes in plastic to create planting beds. Remainder of clean up work from previous year will also be required. Workers will plant seedlings in trays. Care must be taken to keep seedlings watered while in trays. At appropriate time, seedlings will be transplanted to prepared beds. During growing season the beds must be cared for. This includes, but is not be limited to, activities such as hoeing, pruning, weeding & watering. Harvesting of the herbs must be done with great care as not to damage the plant. Herbs are harvested separately, by plant, and packaged in plastic containers or plastic bags. Before harvesting, these containers must be labeled by having company stickers attached. Herbs are placed in labeled containers and transferred into boxes for delivery to local grocery chains. Workers will also be required to prepare grounds for the following years harvest. Maintenance will include, but not be limited to, lubrication, adjustments, and minor repairs as needed. Workers may also grade and package/prepare crop for market.

SMALL FRUIT TREES, SMALL FRUITS: Trees are planted in rows making it easy to walk through rows removing weeds as necessary. Some small trees may need staked for support until stronger. Trees must be thinned by hand as needed. Thinning, pruning, irrigating, fertilizing, and all other duties to care for trees and small fruits will be required throughout the spring and summer. Small

fruits must be kept watered, weeded, fertilized, and pruned removing unwanted debris, rotten fruit, etc. Harvest of small fruits begins in June to August. Fruit trees are harvested approximately August - September. During harvest all over ripe, diseased, or otherwise unwanted fruit must be knocked off trees by either pruning or using bats to remove unwanted fruit. With the small fruit, the same process is done, only by kneeling, moving down rows, removing clusters of over ripe, rotted, or diseased fruit. All produce is put into buckets or field containers for transport to appropriate place to sort, pack, price, and all other activities to prepare for market.

SUNFLOWERS, BLACK-EYED SUSAN VINES, DAISY, (MULTIPLE VARIETIES): Workers will start flowers from seedlings. Will water, fertilize, prune if necessary, and all other necessary duties to ensure growth and healthy product. At maturity workers will transfer into 6 inch pots. Pots will be transferred to garden center for marketing / sales.

GREENHOUSE PRODUCE: Workers will be required to perform a variety of duties in the greenhouse including, but not limited to, duties concerned with preparing and growth of tomatoes, herbs, flowers, & other produce. Digs, rakes, and screens soil and fills cold frames and hot beds to prepare them for planting. Plant, spray, water produce. Transplant to larger containers when required. Work on potting line transplanting seedlings into selling containers and place in growing area. Ties, bunches, wraps, prices, tags, and packs produce to fill orders. Load / unload trucks for marketing. Works with greenhouse tomatoes & tumbler tomatoes for hanging baskets.

Due to the threat of contamination from tobacco mosaic virus this company has established a "no smoking" policy for the year 2010. Any one who smokes will have nicotine transferred to their hands. Washing does not guarantee ridding of all nicotine. If a worker smokes a cigarette (for example) on his way to work, then comes into the warehouse and touches a tomato plant, it is likely to be the start of an epidemic of this virus, spreading through their greenhouse tomatoes. They grow a large variety of heirloom tomatoes, all of which are extremely labor intensive. Requirements are not only to grow the product but cage, pinch, prune, and pick the product for transplanting to baskets, etc. An infestation of the TMV would cause a loss of hundreds of plants as well as thousands of dollars in labor costs. To allow smokers on the premises would be not only be dangerous but an extremely bad business decision on Reid's Orchard, Inc.

For these reasons, and to protect their business, Reid's Orchard has established the policy for 2010 that all applicants must be non-smokers to be eligible for hire with their company.

16). WAGE RATES, SPECIAL PAY INFORMATION

Harvesting specifications, including all activities performed on farm, can change during the season due to crop or market conditions. Workers will be expected to conform to these changes and follow specific instructions given for each day's work. Instructions and general supervision will be provided by the employer or foreman. However, field workers will be expected to perform their duties in a timely and proficient manner without supervision. Reduced quality of work due to lack of supervision will not be tolerated and is reason for termination.

All work will be paid the adverse effect wage rate (AEWR), the prevailing wage, or the Federal Minimum Wage, whichever is higher. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the current AEWR at the time of application, this higher or lower AEWR becomes the guarantee and will be paid in lieu of the AEWR, unless the AEWR is lower than the Federal Minimum Wage. Then the higher of wage rates will be the guaranteed wage rate beginning on the effective date specified in the notice in the Federal Register

The employer will make the following deductions from the Worker's wages: FICA, Federal, and State Income tax if required by law, deductions for advanced money or material objects, long-distance telephone charges, deductions for equipment or housing items lost or damaged beyond normal wear and tear (where Worker is shown responsible), and any other deductions expressly authorized by the Worker in writing. No deductions except those required by law (ex: taxes) will be made which bring the workers earnings for their pay period below the current applicable Federal or State minimum wage.

Employers guarantee to offer 3/4 of the total hours of the job order and all amendments beginning with the first workday after the workers' arrival at their employer's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the job order including any extensions or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required, but may choose, to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Washington's birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25 if work is available. If the worker at the conclusion of his work agreement has been offered less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours needed to meet the regulatory 3/4 guarantee. In determining whether the guarantee of employment has been met, any hours the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee.

This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, or any Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker(s) to other comparable employment. If such transfer is not effected, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4 guarantee period ends on the date of termination. The 3/4 guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the interstate clearance system the AEWR or Federal Minimum Wage, whichever is

higher, for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance referencing the guarantee of 40 hours if applicable conditions are met. Alternative work will be general labor and maintenance activities including, cleaning/stacking supplies, pulling weeds, cutting fire wood, fence mending, clearing fence rows, mowing, weeding, and all other lawn care maintenance surrounding buildings located on farm, maintenance, irrigation and fertilization, cleaning and maintaining migrant housing and farm buildings, and the repair and maintenance of farm buildings and equipment.

The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate of pay or piece rate (if applicable); total hours worked by the worker, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address.

The payroll period shall be weekly. Workers will be paid weekly.

17. TRANSPORTATION ARRANGEMENTS

The Employer will not advance transportation and subsistence costs to place of employment. These expenses are reimbursed at the appropriate time.

This paragraph applies only to Workers that employer is legally obligated to supply housing. After worker has completed 50% of job order employment period, employers shall reimburse worker for most economical cost of transportation from consulate of use or point of entry to place of employment. Employer will also reimburse worker subsistence cost for number of days traveled from consulate of use or point of entry to place of employment. Upon satisfactory completion of the work agreement, employers will pay for Workers most economical costs of return transportation and subsistence to the point of entry unless the worker will be going to subsequent employment with another employer who does not agree to pay such costs. In this case the employer only pays for the transportation and subsistence to the next job. The amount of such transportation payment will be equal to the Worker's actual transportation costs, not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer who is paying the travel costs reserves the right to charter or otherwise arrange or provide for transportation at said employer's election. Subsistence reimbursement shall be the minimum daily amount published in the Federal Register, Final Rule, without producing documentation of actual expenses.

Employer will not pay transportation for worker if suitable documents to comply with proof of identity and employment eligibility requirements of IRCA are not available or able to be provided, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Grower. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God

which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS

Field work begins at assigned time by employer, usually shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet and in bent / stooped position for long periods of time. Workers will supply their own work clothes. All the tasks in the Job Description constitute one (1) job. The employer may assign workers to different or multiple tasks within the same day. Description of workers duties may change on a daily basis but is always at the sole judgment of the employer. Workers may be required to perform work that is incidental to the job description or to the crops. These duties include, but are not limited too, performing hand cultivation tasks, gardening, weeding, pruning, hoeing, cleaning and repairing farm buildings and equipment, seed beds, trailers, preparation / cultivation of grounds, set up and move irrigation equipment, repair and install equipment, clear fence rows, etc. This is very demanding and competitive business in which quality specifications must be strictly adhered to. Sloppy work will not be tolerated.

TERMS AND CONDITIONS / ASSURANCES

- 1). Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.
- 2). To the best of my knowledge, I am not subject to registration under the Migrant and Seasonal Agricultural worker protection Act. If subject, I have a valid certificate which is in full force and effect.
- 3). Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned grower's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to have the ability to perform the work as specified in this job order, d) malingers or otherwise refuses without justified cause to perform, as directed, the work for which the Worker was recruited and hired, e) provides any lawful job-related reason(s) for termination of employment, f) abandons this employment; three consecutive scheduled working days of unexcused absence shall be considered abandonment of employment; employees must notify the assigned Grower and secure permission for necessary absences, g) falsifying identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, if requested, i) commits acts of insubordination, j) violation of any state, federal, or local law regardless of severity.

Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice.

4). Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer and KTL immediately. Failure not to do so may result in termination.

5). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

6). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Workers.

7). SESA / SWA workers shall have reasonable access to Workers in the conduct of outreach activities.

8). The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment related leave.

9). Work Agreement: A copy of the contract or Job Clearance Order and work rules will be provided to the worker by the employer no later than on the day the work commences.

10). There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.

11). SUBSTANCE ABUSE POLICY: KTL Labor will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Although alcohol may be permitted in the housing facility outside work hours, any interference in the daily job activities due to use of alcohol could result in termination of worker using the alcohol. Examples of these interferences would be, but not limited to, tardiness, slow or sluggish work activities, unable to work next day, interruption of other workers activities, workers sleep, etc.

Employees may be requested to take random drug and / or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

12). Training: There will be a short demonstration to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide formal orientation or training periods for each crop, type of task, or job assignment covered within the job description. After completion of 5 days on the job the employer will expect all workers to have obtained the skills to work in the production of the crops noted in this job order. For purposes of this section five or more hours will be considered one day.

WORK RULES

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for terminating worker's employment. Penalties such as suspension from work opportunity for the remainder of a day or for up to three days at a time may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing.
3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work."
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.
5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not drop paper, cans, bottles and other trash in fields, packing house area, or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.
9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
10. Workers may not enter employer's premises without authorization.

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Jan 7 2010 09:28am

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