

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

**U.S. Department of Labor**  
**Employment and Training Administration**



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

<p>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)</p> <p><b>Strathmeyer Forests, Inc. (717) 292-5583</b>  <b>255 Zeigler Road, PO Box 70, Dover, PA 17315</b></p>		<p>Industry Code / Código de Industria: <b>0811</b>      Job Order # / No. Orden de Empleo: <b>673869</b></p> <p>Occupational Title and Code / Título Ocupacional y Código: _____</p> <p>Clearance Order Issue Date / Fecha de Tramite: <b>1/21/10</b></p> <p>Job Order Expiration Date / Fecha de expiración: <b>3/28/10</b></p> <p>6. Anticipated Period of Employment / Período Anticipado de Empleo                  From / Desde: <b>2/28/10</b> To / Hasta: <b>12/11/10</b></p> <p>7. No. of Worker's Requested / No. de Trabajadores Pedidos: <b>3</b></p> <p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"></td> <td style="text-align: right;">Total:</td> <td style="text-align: right;">45</td> </tr> <tr> <td>Sunday / Domingo</td> <td style="text-align: right;">0</td> <td>Wednesday / Miércoles</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Monday / Lunes</td> <td style="text-align: right;">8</td> <td>Thursday / Jueves</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Tuesday / Martes</td> <td style="text-align: right;">8</td> <td>Friday / Viernes</td> <td style="text-align: right;">8</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td style="text-align: right;">5</td> </tr> </table> <p>9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar:                  Employer / El Empleador: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  Local Office / Oficina Local: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>			Total:	45	Sunday / Domingo	0	Wednesday / Miércoles	8	Monday / Lunes	8	Thursday / Jueves	8	Tuesday / Martes	8	Friday / Viernes	8			Saturday / Sábado	5
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<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo</p> <p><b>One mile north of Dover, PA</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 2)</p>		<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p><b>Barracks on Zeigler Road within 1/2 mile of work site.</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 3)</p>																				
<p>4. Board Arrangements / Arreglo de Alojamiento</p> <p><b>Facilities for workers to fix own meals.</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 4)</p>		<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p><b>All applicants should be familiarized with the job specifications and terms and conditions of ...</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 5)</p>																				
<p>10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)</p> <p><b>Works with 5-7 member ball and burlap crew to carry out assigned ... SEE ATTACH.</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 10)</p>		<p>10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)</p> <p><b>Trabaja con 5-7 pelota de miembro y tripulación de a pillera para ... VEA ANEXACION</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 10)</p>																				
<p>11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)</p>																						
Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES / SI	NO / NO	Pay Period / Período de Pago															
Uniloader Oper.	\$ 11.83	\$	*	Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal															
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>															
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 sem.															
	\$	\$		Meals (comidas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>															
	\$	\$		Other (specify) / Otro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>															
<p>More Details About the Pay / Más Detalles Sobre el Pago</p> <p>*Possible longevity and in-season merit raises. (see attachment / para más detalles vea 11)</p>																						
<p>12. Transportation Arrangements / Arreglos de Transportación (Please explain)</p> <p><b>For workers who complete 50% of the the work period, the employer will reimburse ...</b></p> <p style="text-align: right;">(see attachment / para más detalles vea 12)</p>		<p>13. 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 area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sambrado(s)? Yes/SI <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity? / Si contesto "SI," ¿cual es el salario que le paga el Contratista Agrícola para cada actividad?</p> <p>14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>17. 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") <b>None</b></p> <p>18. 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") Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") <b>None</b></p>																				
<p>19. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) <b>York County Career Link 841 Vogelsong Rd., York, PA 17404 (717) 767-7600</b></p>				<p>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono) <b>W. Thor 717-767-7600</b></p>																		
<p>21. 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: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.</p> <p>Employer's Signature &amp; Title / Firma y Título del Empleador: <b>Fred R. Strathmeyer 1-12-2010</b></p>																						
<p>READ CAREFULLY: In view of the statutory established basic function of the Employment Service as a not-for-profit 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.</p> <p>LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y</p>																						

C-10014-22114

**Strathmeyer Forests, Inc.**  
**ATTACHMENTS TO ETA-790 -- AGRICULTURAL CLEARANCE ORDER**  
**Unloader Operator**

Employer agrees to abide by the assurances at 20 CFR §553.501 and at 20 CFR §655.103 and assures that the employer will provide a copy of the work contract to each worker in this occupation no later than on the day work commences.

**Item 2. Location and Directions to Work Site.**

Strathmeyer Forests, Inc. raises trees and shrubs on approximately 2,000 acres in five counties in south-central Pennsylvania. The company headquarters are located at:

255 Zeigler Road  
Dover, PA 17315

Zeigler Road is  $\frac{1}{4}$  of a mile northwest of Dover, Pennsylvania on the west side of PA 74.

**Item 3. Location and Description of Housing.**

The employer will provide housing and bedding at no cost to workers who are not reasonably able to return to their usual place of residence each day. Housing includes a cement block structure accommodating 24 workers. That structure includes bathrooms with sinks, commodes, showers and facilities for clothes washing. Also includes food preparation and dining/social areas. An outdoor recreational area is also available.

There is a newer barracks with similar facilities approximately  $\frac{1}{2}$  mile from the headquarters location. It is also approved for 24 workers.

There are phones for workers in each of the housing units.

Workers will be assigned to housing by a designated company manager, and must occupy the quarters assigned to them. Workers recruited under this Job Order from within normal commuting distance will not be provided with housing. No person who is not an employee of Strathmeyer Forests, Inc. and has not been assigned housing will be permitted to occupy the housing.

Women workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations. Dining and other common areas may be shared or separate cooking facilities will be provided.

No tenancy is created in employer provided housing beyond that of Commonwealth of Pennsylvania law. Workers provided housing under the terms of this clearance order shall vacate

the housing promptly upon termination of employment with Strathmeyer Forests, Inc. in accordance with said law.

Housing will be clean and in compliance with applicable OSHA Housing Standards or local rental housing standards when made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with Strathmeyer Forests' "Labor Camp Rules and Regulations" which will be provided upon assignment to the housing. Failure to comply with these rules will result in disciplinary action as described in the attached "Field Worker Work Rules and Disciplinary Procedures". Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings.

Mail intended for workers occupying Strathmeyer Forests' farmworker housing should be addressed to the worker in care of Strathmeyer Forests, Inc. at the address listed below:

Strathmeyer Forests Seasonal Housing  
255 Zeigler Road, PO Box 70  
Dover, PA 17315

In case of emergency only, workers occupying this housing can be contacted by calling Strathmeyer Forests at (717) 292-5683 during normal business hours.

The original barracks housing is located approximately 1/4 mile from the company's office on Zeigler Road, and the newer housing is 1/2 mile from the office. The newer barracks has the following address:

Strathmeyer Forests Seasonal Housing  
560 Zeigler Road  
Dover, PA 17315

#### **Item 4. Board Arrangements.**

The employer will furnish cooking facilities, utilities and utensils for workers to prepare their own meals. Employer will provide transportation to grocery store at least once a week for workers who wish to shop for food.

#### **Item 5. Referral Instructions.**

All applicants should be familiarized with the job specifications and terms and conditions of employment before a referral is made to the employer. Questions should be directed to the Careerlink office at the address and telephone number listed in Item 19. Only workers meeting all the qualifications for employment and who are able, willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time

and place needed, should contact or be referred to Strallmeyer Forests, 255 Zeigler Road, Dover, PA 17315, telephone (717)292-5683. Applications will be accepted from 8:00 a.m. to 4:30 p.m., Monday through Friday.

Documentation of identity and employment authorization sufficient to complete an I-9 Form as required by the Immigration Reform and Control Act must be in the possession of the worker at the time the worker reports for work and will be examined by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement and how to fulfill it, and help to assure that workers they refer on this order are legally entitled to work in the United States and possess the necessary documents to complete an I-9 Form.

#### **Item 7. Number and Type of Workers Requested**

The employer's total workforce need in this occupation for this period of employment is 6, of which the employer anticipates hiring 3 former domestic employees and 0 new domestic workers. Therefore, the employer is requesting 3 workers through the interstate (ARS) system.

#### **Item 8. Anticipated Hours of Work Per Week.**

The scheduled work week is 45 hours, consisting of 8 hours per day Monday through Friday and 5 hours on Saturday. During the heavy digging and planting period in April and May, work is often available seven days a week with 70 or more hours available. From June through September, extra hours are limited. During the Christmas tree harvest in October, November and December, work is again available seven days a week, with 70 or more hours of work available.

This is regular, full-time work requiring the worker to be available for work on a daily basis as needed. This is not "day work". Excessive tardiness and/or absences will not be tolerated and may result in disciplinary action.

The normal spring workday is 7:00 a.m. to 3:30 p.m. with an unpaid lunch break. During the summer, the time shifts to 6:00 a.m. to 2:30 p.m. In September the workday is adjusted back to 7:00 a.m. to 3:30 p.m. The work day may begin earlier or later on any given day. Workers will be instructed the previous evening if there is any change in the starting time. Workers may receive less work or be requested to work more hours on any given day depending upon conditions in the fields, and market demand. Workers may be requested but will not be required to work on the worker's Sabbath and/or on a Federal holiday.

The employer will provide United States workers referred through this Clearance Order with 45 hours of work for the week beginning with the anticipated date of employment shown in Item 6, unless the employer amends the date of need in accordance with 20 CFR §653.501(d) (2) (v). The employer may require the worker to perform alternative work if this guarantee is invoked. Alternative work will include any available field work, general nursery labor and

nursery maintenance activities, including mending, repair, maintenance or preparation of fences, housing and other nursery buildings, and equipment.

The employer guarantees to offer the worker employment for at least three-quarters of the workdays of the total contract period and all extensions thereof, beginning with the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work, and ending on the expiration date shown in Item 6 or any extension thereof. For the purposes of this guarantee a workday shall mean 8 hours Monday through Friday and 5 hours on Saturday and shall exclude the worker's Sabbath and Federal holidays. The worker may, however, be offered more hours of work than listed above, and may be offered work on the worker's Sabbath and on Federal holidays.

If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of workdays. In determining whether the period of guaranteed employment has been met, the employer will count all hours of work actually performed (including hours over 8 voluntarily worked Monday through Friday and over 5 on Saturday and hours voluntarily worked on the worker's Sabbath and on Federal holidays), and any hours which the worker fails to work, up to a maximum of 8 hours on Monday through Friday, and 5 hours on Saturday, when the worker has been offered an opportunity to work.

If the worker voluntarily abandons employment before the end of the contract period or is terminated for cause, the worker is not entitled to the guarantee set forth above.

If, before the ending date of the period of employment set forth in Item 6, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane, adverse crop conditions or other Act of God which makes the fulfillment of the anticipated period of employment impossible, the employer may terminate the worker's employment. In the event of such termination, the employer will fulfill the above guarantee for the period that has elapsed from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work, until the date employment is terminated. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the employer will offer to return the worker at the employer's expense, to the place from which the worker, disregarding intervening employment, came to work for the employer.

#### **Item 9. Collect Telephone calls.**

Collect telephone calls will be accepted by Stratlmeyer Forests, Inc. at the telephone number listed in Item #5 from Job Service placement personnel of applicant holding offices only Monday through Friday from 8:00 a.m. to 4:30 p.m. Collect telephone calls will not be accepted from individual applicants. Applicants should be thoroughly screened as requested in Item #5 before referring officials place collect telephone calls. Persons wishing to apply by collect telephone must apply through the Job Service.

## **Item 10. Job Specifications.**

This job requires a minimum of 3 months (or 545 hours) of prior experience working in a tree and shrub nursery and/or Christmas tree farm operating unloaders that can be fitted with a hydraulic digger, fork lift, bucket and/or tree boss.

The unloader operator works with a 5-7 person ball and burlap digging crew to carry out assigned tasks. Harvests balled and burlapped trees according to specifications for particular variety and size of tree. Operator digs tree with hydraulic digger and moves tree to position above burlap and wire basket. Sets tree on burlap. When crew has completed tying and stapling burlap and crimping wire basket, unloader operator uses fork, bucket or tree boss attachment to load trees on dump trucks or trailers.

Workers should be able to perform all duties of other members of digging team. Workers hired or promoted into this occupation will be subject to a trial period of up to two weeks during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion, the worker may be offered another appropriate position if one is available.

Unloader operators may spend all day in one activity, or may be required to shift among activities. During periods when unloader operation is not required, workers will be expected to do other tasks associated with the planting, cultivating, and harvesting of trees, shrubs and Christmas trees.

Workers with appropriate licenses may drive general purpose vehicles to move personnel, equipment or product from one Strathmeyer field location or facility to another. Workers may be required to do any other manual tasks involved in the production or harvesting of nursery stock and the maintenance of field and other production areas.

The unloader operator maintains a pace of 150-300 balled and burlapped trees per day depending on the size of the ball (20 inch to 40 inch). All work must be performed carefully according to instructions to avoid damage to stock.

**Qualifications:** Must be able to work outdoors in dusty and dirty conditions, in extremes of heat and cold, and in inclement weather. Must be able to crouch, bend, and reach, and lift and carry items weighing up to 75 pounds. Must be able to listen to, understand and follow instructions of supervisors.

Employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in fields.

Strathmeyer Forests Inc. produces high quality conifers and shrubs and Christmas trees primarily for mass merchandisers, other wholesale nurseries, retail nurseries and garden centers.

This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work can not and will not be tolerated.

Instructions and general supervision will be provided by a company supervisor. Technical horticultural activities may be closely supervised. However, unloader operators will be expected to perform their general duties in a timely and proficient manner without close supervision.

The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment, or termination of employment as described in the Strathmeyer "Field Worker Rules and Disciplinary Procedures" attached hereto.

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or alcohol (exception is made for moderate alcohol consumption in company housing during non-working hours in accordance with camp rules) on Company property is prohibited and will be cause for termination.

All tools and equipment necessary to perform required tasks will be provided by the employer at no cost to the worker. Rainsuits and boots will be provided so that workers are able to work in inclement weather, and must be returned to the employer at the end of the season. Workers will be charged for willful damage or loss to tools or equipment.

#### **El artículo 10. Especificaciones de Trabajo**

Este trabajo requiere un mínimo de 3 meses (o 585 horas) de antes de la experiencia que trabaja en una guardería infantil de árbol y arbusto y granja de árbol de Navidad que opera unloaders que pueden ser equipado con una excavadora hidráulica, ascosor de tonedor, 01 cubo y/o el árbol mandan.

El operario de unloader trabaja con una 5-7 polota de persona y arpillera que cavan la tripulación para llevar a cabo las tareas asignadas. Cosecha árboles de balled y burlapped según especificaciones para la variedad y el tamaño particulares de árbol. El operario cava árbol con excavadora hidráulica y mueve árbol a posicionar encima de costa de arpillera y alambre. Pone árbol en la arpillera. Cuando tripulación ha completado star y coser con una grapa la arpillera y rizar costs de alambre, operario de unloader utilizó el tonedor, el cubo o la fijación de jefe de árbol para cargar árboles en descarga camiones o remolques.

Los trabajadores deben ser capaces de realizar todos deberes de otros miembros de cavar el equipo. Los trabajadores emplearon o promovieron en esta ocupación será susceptible a un periodo de prueba de arriba a dos semanas durante que su desempeño de habilidades requeridas se evaluará. Si el

El desempeño no es aceptable al empleador en su única dirección, el trabajador puede ser ofrecido otra posición apropiada si uno está disponible.

Los operarios de Uniloader pueden gastar todo el día en una actividad, o pueden ser requeridos a cambiar entre actividades. Durante periodos cuando la operación de uniloader no se requiere, los trabajadores serán esperados hacer otras tareas asociadas con el plantar, con cultivar, y con cosechar de árboles, Los arbustos y los árboles de Navidad.

Los trabajadores con licencias apropiadas pueden manejar vehículos de uso general para mover el personal, el equipo o el producto para una ubicación de campo de Strathmeyer para la facilidad a otro. Los trabajadores pueden ser requeridos a hacer cualquier otra tarea manual implicada en la producción o cosechando de acciones de guardería infantil y conservación de campo y otras áreas de producción.

El operario de uniloader pone el ritmo de 150-300 árboles de balled y burlap por día para el equipo que cava. Todo trabajo se debe realizar con cuidado según instrucciones y evitar el daño para vender.

Los requisitos: debe ser capaz de trabajar fuera en condiciones polvorientas y sucias, en extremos del calor y el frío, y en el tiempo inclemente. Debe ser capaz de agachar, doblar, y para alcanzar, y para levantar y llevar artículos que pesan hasta 75 libras. Debe ser capaz de escuchar, entender y seguir las instrucciones de supervisores.

El empleador se conformará con todos estándares de la protección de trabajador y restricciones de ingreso aplicables a pesticidas y otras sustancias químicas utilizadas en campos.

Los Bosques de Strathmeyer, los productos S.a. coníferos y arbustos de alta calidad y árboles de Navidad principalmente para comerciantes masivos, otras guarderías infantiles al por mayor, venden al por menor las guarderías infantiles y los centros de jardinería. Esto es un negocio muy exigente y competitivo en el que las especificaciones de la calidad se deben adherir rigurosamente. El trabajo desaliñado puede no y no será tolerado.

Las instrucciones y la supervisión general serán proporcionados por un supervisor de la compañía. Las actividades hortícolas técnicas se pueden supervisar de cerca. Sin embargo, operarios de uniloader serán esperados realizar sus deberes generados en unos momentos oportunos y espaz sin la supervisión.

El empleador puede disciplinar al trabajador, inclusive requerir al

trabajador para salir el campo ("e intermedio") para un periodo determinado por el capataz, por el empleo de forma de suspensión, o por la cesantía como descrito en el Strathmeyer "las Reglas de funcionario destacado en el terreno y Procedimientos Disciplinarios" conectado a esto.

Los trabajadores no pueden informar para el trabajo mientras ebrio ni Las drogas. La posesión o el uso de drogas o alcohol ilegales (la excepción so causa el consumo moderado de alcohol en la envoltura de la compañía durante horas de no-trabajando de acuerdo con reglas de campo) en la propiedad de la Compañía es prohibido y será la causa para la terminación.

Todo equipar con herramienta y el equipo necesario para realizar las tareas requeridas serán proporcionadas por el empleador en ningún costo al trabajador. Los juicios de la lluvia y botas se proporcionarán para que trabajadores sean capaz de trabajar en el tiempo inclemente, y debe ser vuelto al empleador a fines de la temporada. Los trabajadores serán cargados para el daño o la pérdida voluntariosos a instrumentos o equipo.

#### **Item 11. Wage Rates - Special Pay Information and Deductions**

Unloader operators will be paid a base hourly rate of \$11.83 per hour. The employer agrees to comply with the wage provisions of 20 CFR 655.108.

Workers returning to Strathmeyer in the unloader position may receive a longevity increase based on prior service as a unloader at Strathmeyer.

In-season raises may be given for superior performance.

The employer may pay an end of season bonus to workers who complete the season.

Workers will be paid weekly by check or by cash with an accompanying voucher. The payroll week is Sunday through Saturday. Workers will be paid not later than Saturday for work performed the preceding week. The employer will make the following deductions: FICA (if applicable); Federal income tax withholding (if applicable); State withholding (if applicable); repayments of loans; long-distance telephone charges incurred by the worker (if any); recovery of any loss to the employer due to damage (beyond normal wear and tear) or loss of equipment, housing or furnishings caused by the worker (if any); and deductions expressly authorized by the worker in writing (if any). No deductions except those required by law will be made which bring the worker's earning for any pay period below an applicable statutory Federal or state minimum wage.

The employer will furnish to the worker on each payday a written statement of the worker's total earnings for the pay period, the worker's hourly rate of pay, the hours of work offered to the worker (broken out by hours offered in accordance with and over and above the three-quarters

guarantee), the total hours actually worked by the worker, and an itemization of all deductions made from the worker's wages.

All employees are covered by workers compensation insurance in accordance with Pennsylvania law. This insurance provides payment of medical benefits and time loss payments when an employee is accidentally injured on the job.

Employees are provided Unemployment Insurance coverage in accordance with Pennsylvania law for agricultural employers.

#### **Item 12. Transportation Arrangements.**

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be \$12 per day without documentation and in accordance with the current Federal Register notice for workers with receipts. The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. If the worker completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer.

For the purposes of the above reimbursement, the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment shown in Item #6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance.

Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

If a sufficient number of able, willing, qualified and eligible workers are available in a single locality at the same time to come to work for the employer, the employer will arrange bus transportation at the most economical rate attainable for such workers. However, workers will be responsible for paying the cost of such in-bound transportation and subsistence, if applicable.

In the event of the death of a worker during the time the worker is employed under this job order, the worker's remains will be returned to the worker's permanent home at no cost to the worker or the worker's family.

**Item 19. Workers' Questions**

Workers who have questions about this order may call the telephone number listed for the order holding office in Item 19 of the ECA 790.

## **WORK RULES AND DISCIPLINARY PROCEDURES**

Strathmeyer Forests, Inc. produces high quality trees and shrubs. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work and unsafe working conditions can not and will not be tolerated.

### **The following acts are expressly prohibited:**

1. Being absent from work without excuse, late in arriving at work, or late in beginning to work.
2. Clocking of another person's time badge, failure to report an accidental clocking, or asking another person to clock your badge.
3. Sleeping, wasting time or loitering during working hours.
4. Being absent from your work area or quitting work early without permission.
5. Insubordination or refusal to carry out a job assignment or instruction of your supervisor or management.
6. Unsatisfactory performance.
7. Soliciting of any kind during "working time" on Company property.
8. Falsifying information on an employment or insurance application, or omitting information from Company records, or failing to disclose information which should be known by the Company.
9. Making a false statement -- written or verbal -- including, but not limited to, statements regarding work-related and non-work-related injuries or illnesses.
10. Revealing confidential business information to any person including, but not limited to, employee lists or Company records.
11. Duplicating keys without permission.
12. Admitting a non-employee or visitor onto Nursery property during working hours without prior approval of your supervisor.
13. Accepting a personal gift in the course of conducting company business with vendors or customers.

14. Removing notices, or tampering with bulletin boards or signs.
15. Stealing, borrowing, wasting, destroying or unauthorized removal of any Company property.
16. Operating any Company equipment or vehicle without supervisor authorization. Only designated workers may drive company vehicles during non-working hours.
17. Driving any vehicle on company property without a legal license to drive that vehicle.
18. Failing to observe Company safety rules or Federal or State requirements.
19. Not immediately reporting any damage or breakdown occurring to Company equipment or property.
20. Intentionally mishandling plants.
21. Consuming, possessing, selling, or being at work under the influence of alcohol or illegal drugs.
22. Using profane, abusive, or derogatory language.
23. Threatening, intimidating, coercing or interfering with any employee.
24. Striking, fighting with, or pushing another person on nursery property at any time, even if provoked.
25. Possession of any weapon or explosive, including fireworks, on the premises without specific written permission signed by a Company officer.
26. Conviction of a felony.
27. Harassment. All types of harassment--verbal, visual, physical and/or sexual harassment—are prohibited
28. Any other conduct which, in the sole discretion and opinion of the company, is adverse to the interests of the Company or contrary to the standards of conduct expected in the workplace.

An employee who commits or engages in any of the foregoing prohibited acts will be subject to disciplinary action. The list is not exhaustive because it is not possible to describe every action that could lead to disciplinary action. DISCIPLINARY ACTION MAY INCLUDE WARNING, REPRIMAND, SUSPENSION OR TERMINATION, DEPENDING ON THE CIRCUMSTANCES.