

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 08/31/2008



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) Pinecrest Tree Farms 207 East Rausch Road New Ringgold, PA 17960 Ph: (570) 449-8804		Industry Code / Código de Industria 0181	Job Order # / No. Orden de Empleo 675095
c/o ILMC Labor Consultant 234 Cameron Ave. P.O. Box 630 Vass, NC 28394 Ph: (910) 245-4808 Ex: (910) 245-3837		Occupational Title and Code / Título Ocupacional y Código 45-2082.01 Nursery Worker	
2. Location and Direction to Work Site / Dirección del lugar de trabajo 207 East Rausch Road, New Ringgold, PA 17960 79 Little Mountain Road, New Ringgold, PA 17960 823 Summer Valley Road, New Ringgold, PA 17960 all work sites owned or controlled by the employer workers will be notified the previous work day which field to report to the following work day (see attachment / para más detalles vea)		Clearance Order Issue Date / Fecha de Tramite: 1/25/10	Job Order Expiration Date / Fecha de expiración: 4/05/10
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 1 North Market Street New Ringgold, PA 17960 (see attachment / para más detalles vea)		6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: 3/8/10 To/Hasta 12/20/10	
4. Board Arrangements / Arreglo de Alojamiento Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing is not provided to non-workers. SEE ETA 790 ATTACHMENTS FOR FULL BOARDING ARRANGEMENTS (see attachment / para más detalles vea 4)		7. No. of Worker's Requested / No. de Trabajadores Pedidos 5	
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos All local applicants and intrastate (in state) are to apply directly to employer Monday thru Thursday between the hours of 9:00 am and 4:00 pm and Fridays between 9:00 am and 11:00 am. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting employer directly. SEE ETA 790 ATTACHMENTS FOR FULL REFERRAL INSTRUCTIONS (see attachment / para más detalles vea 5)		8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total: 40 Sunday / Domingo 0 Wednesday / Miércoles 7 Monday / Lunes 7 Thursday / Jueves 7 Tuesday / Martes 7 Friday / Viernes 7 Saturday / Sábado 5	
10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) Planting, cultivating, and harvesting Christmas trees on a Christmas-tree farm. Removes brush, ferns, and other growth from planting area using tractor, mattock, and brush hook. Plants seedlings, using mattock or dibble. May scatter fertilizer pellets over planted area by hand. Shears tops and limb tips from trees, as specified by supervisor to control growth, increase limb density, and improve shape. May spray herbicides or pesticides. Selects trees for cutting according to markings or size, species, and grade, and fells trees using ax or chain saw. Drags out cut trees from cutting area, runs trees through tree bailer, and loads trees into trucks for transport. May do other minor activities in shrubbery. GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work is considered heavy labor. Work is performed during snow, cold, and in damp weather with temperatures ranging from 85+ degrees to 20 degrees F. Workers will work on their feet in bent position for long periods of time. Workers are not required to provide any special equipment but are required to supply their own work clothes and boots adequate enough to protect themselves from the cold and adverse weather conditions. Employer will provide all safety and special equipment when needed. Employees must be able to frequently lift trees ranging in weight from 30 to 50 pounds and occasionally lift trees weighing up to 100 pounds. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. Able to work in varying temperatures. Temperatures will range from 85+ degrees F down to 20 degrees F. Able to work in steep terrain. Able to stand, bend, reach, cut and pull weeds and felled Christmas Trees for the entire work period each day. Employees must be able to frequently lift trees ranging in weight from 20 to 50 pounds and occasionally lift trees weighing up to 100 pounds. Workers subject to random drug tests at employer's expense. SEE ETA 790 ATTACHMENTS FOR FULL JOB DESCRIPTION (see attachment / para más detalles vea 10)		9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar. Employer / El Empleador Yes ___ No <input checked="" type="checkbox"/> Local Office / Oficina Local Yes ___ No <input checked="" type="checkbox"/>	
10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box) El establecimiento, la cultivación, y la cosecha de los árboles de navidad en un Navidad-árbol cultivan. Quita el cepillo, los helechos, y el otro crecimiento de plantar área usando el tractor, el azadón de pato, y el gancho de cepillo. Planta plantas de semillero, usando el azadón de pato o el plantador. Pelotillas del fertilizante de la dispersión de mayo sobre área plantada a mano. Los esquilos rematan y el miembro inclina de árboles, según lo especificado por el supervisor para controlar crecimiento, densidad del miembro del aumento, y mejora forma. Herbicidas o pesticidas del aerosol de mayo. Selecciona los árboles para cortar según marcas o tamaño, especie, y grado, y derriba árboles usando el hacha o la motosierra. Arrastra hacia fuera árboles del corte del área de corte, funciona árboles a través de depositante del árbol, y carga árboles en los carros para el transporte. Mayo hace otras actividades de menor importancia en arbustos. CONDICIONES GENERALES APPLICABLES A TODAS LAS COSECHAS: El trabajo en el terreno comienza en el tiempo asignado poco después de la luz del día. El trabajo se considera trabajo pesado. El trabajo se realiza durante la nieve, frío, y en tiempo húmedo con temperaturas el alcance de los grados 85+ a los trabajadores de 20 grados F. trabajará en sus pies en la posición doblada por largos periodos del tiempo. No requieren proporcionar ningún equipo especial sino se requieren a los trabajadores suministrar su propia ropa y cargadores de trabajo bastante adecuados para protegerse contra las condiciones atmosféricas frías y adversas. El patrón proporcionará toda la seguridad y equipo especial cuando está necesitado. Los empleados deben poder levantar con frecuencia los árboles que se extienden en peso a partir del 30 a 50 libras y levantar de vez en cuando los árboles que pesan hasta 100 libras. Los trabajadores suministrarán su propia ropa de trabajo. Todas las tareas en esta descripción de las funciones constituyen un (1) trabajo; el patrón puede asignar a trabajadores a diversas tareas en cualquier día o a las tareas múltiples durante el mismo día adentro el único juicio del patrón. Los trabajadores pueden ser requeridos realizar el trabajo, sobre la granja, que es fortuita a cultivar las cosechas enumeradas en el uso, tal como ejecución de tareas, weeding o azada de la cultivación de la mano, limpieza y reparación de los edificios agrícolas, los argumentos, las pipas y equipo de la irrigación de la disposición y del movimiento, el cultivar un huerto, weeding y el shrubbing, etc. capaces de trabajar en temperaturas diversas. Las temperaturas se extenderán 85+ de los degees F abajo a 20 grados de F. capaz de trabajar en terreno escarpado. Capaz de colocar, de doblar, de cortar y de tirar de malas hierbas y de los árboles de navidad derribados para el periodo entero del trabajo cada día. Los empleados deben poder levantar con frecuencia los árboles que se extienden en peso a partir del 20 a 50 libras y ocasionalmente levantar los árboles que pesan hasta 100 libras. Trabajadores conforme a pruebas al azar de la droga. VEA LOS ACCESORIOS DE ETA 790 PARA LA DESCRIPCIÓN DE LAS FUNCIONES (see attachment / para más detalles vea) COMPLETA		(see attachment / para más detalles vea)	

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

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	NO	Pay Period Periodo de Pago
Christmas Trees	\$8.77	\$		FICA	*X		Weekly / Semi-annual
	\$	\$		Federal Tax	*X		
	\$	\$		State Tax	*X		Bi-Weekly / cada 2 sem. X
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof 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 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. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law. Cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, will be charged to the worker. (see attachment / para más detalles vea 11)
*FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary agricultural wage.

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This paragraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which 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. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, 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. (see attachment / para más detalles vea 12)

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, ó pagar a los trabajadores en este/estos tipo(s) de cosecha(s) / sembrado(s)? Yes No 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?

14. Unemployment insurance provided / Seguro por Desempleo: Yes No If applicable excludes H-2A workers

15. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes No

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No

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")
NONE / NINGUNO

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")
NONE / NINGUNO

19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
Bureau of Workforce Development Partnership
Employer Coordination Services
13th Floor West, Labor and Industry Building
7th & Forster Streets
Harrisburg, PA 17121 PH: 717-787-6521

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de teléfono)
John Stoltz Ph: (707) 787-6521

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.
Employer's Signature & Title / Firma y Título del Empleador *John Stoltz* **Manager**

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.
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 trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte.

Public reporting burden for the ETA Form 790 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 are mandatory by 20 CFR 653.600. Persons are not required to respond to this collection of information unless it displays a currently valid OMB number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1

The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers.

1. Name and address of employer: Pinecrest Tree Farms, 207 East Rausch Road, New Ringgold, PA 17960.

4. Housing and kitchen facilities will be provided at no cost to workers who are not reasonably able to return to their place of residence the same day. The following section describing the terms and conditions of housing apply only to such workers. Workers may be required to change housing accommodation during the period of employment as the demands of the work dictate. Housing is neither provided nor available to non-workers. The employer will make specific housing accommodation assignments to workers.

Employers will furnish free cooking and kitchen facilities to those workers who are entailed to live in the employers; housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

No charge will be made for bed or cooking utensils and similar items furnished by the employer to workers to whom housing is provided, unless unlawfully removed or damaged beyond normal wear and tear. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the workers found to be responsible for damage or loss to housing or furnishings.

Workers will keep assigned housing clean and in compliance with OSHA housing standards (1910.142) OSHA Regulations) as posted in the facility at all times when occupied. The housing provided varies according to location and includes frame houses, trailers, and dormitory-style buildings. Please refer to Addendum No. 1 attached: "Summary of Employment and Housing which describes the specific housing accommodations available and their locations.

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. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. 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.

Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. At the time of occupancy, housing shall be in compliance with 1910.142 OSHA Housing Standards. Workers residing in the employer provided housing agree to be responsible for maintaining the housing in a neat and clean manner and in compliance with OSHA standards as posted in the housing units at all times. Occupants must report any problem with the housing to the employer or farm supervisor immediately.

Workers residing in employer's housing may have mail directed to them at the employer's address on the 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.

5. All local applicants are to apply directly to Pinecrest Tree Farms Monday-Friday between the hours of 9:00 am and 4:00 pm. All interstate (out of state) and intrastate (in state) applicants may apply at any State Workforce Agency (SWA) office prior to contacting Dutchman to verify the terms and conditions have not changed and for permission to refer, in accordance with the referral instructions above. State Workforce agency staff is encouraged to call Bryan MacDonald at (570) 449-8804, to make a referral while the applicant is at the Job Service office. Interviews will be conducted quickly over the telephone to create less of a burden on the applicant. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements and enable Pinecrest Tree Farms staff to conduct the telephone interview quickly. Employer will take applicants from any source. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral.

Only workers legally entitled to work in the United State and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to work. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers not providing this required documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act."

6. *Anticipated dates of employment:* 3/8/10 until 12/20/10.

7. The approximate maximum number of workers to be employed in the certified occupation by the grower is shown in the Addendum (the list of employers). The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

8. *Anticipated Hours of Work:* Workers will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday through Friday and 5 hours on Saturday is normal. Workers may be requested to work up to 10 hours per day, or more, depending upon the conditions in the fields and maturity of the crops, but will not be required to work more than 7 hours on Monday through Friday and 5 hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack after times. 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 discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination. Excessive absences are defined as two consecutive days of unexcused absences or three unexcused absences within the course of the contract.

10. *Job Specifications:*

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.

Planting, cultivating, and harvesting Christmas trees on a Christmas-tree farm. Removes brush, ferns, and other growth from planting area using tractor, mattock, and brush hook. Plants seedlings, using mattock or dibble. May scatter fertilizer pellets over planted area by hand. Shears tops and limb tips from trees, as specified by supervisor to control growth, increase limb density, and improve shape. May spray herbicides or pesticides. Selects trees for cutting according to markings or size, species, and grade, and fells trees using ax or chain saw. Drags out cut trees from cutting area, runs trees through tree bailer, and loads trees into trucks for transport. May do other minor activities in shrubbery.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work is considered heavy labor. Work is performed during snow, cold, and in damp weather with temperatures ranging from 85+ degrees to 20 degrees F. Workers will work on their feet in bent position for long periods of time. Employer will provide all safety and special equipment when needed. Employees must be able to frequently lift trees ranging in weight from 30 to 50 pounds and occasionally lift trees weighing up to 100 pounds. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. May also operate a tractor on a limited and incidental basis, as is the norm in growing diversified commodities, and assist in land preparation and planting/cultivation activities. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc.

Work specifications, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each days work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

Full Growing Season Commitment: The job offered requires that the worker be available for work seven hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment shown in Item 6, even though work may be slack for brief periods at any point during the season. The worker agrees to be available for work and perform the assigned work for the employer whenever work is available through the full period of employment shown in Item 6. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven hours per day Monday-Friday, and five hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 6 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and /or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Employers will provide tools and equipment (pruning shears, hoes, etc.) at no cost for workers to perform the above tasks. Workers will be charged for any willful (intentional damage beyond normal wear and tear) damage to or loss (negligence) of such tools and equipment. Non-mechanical tools and equipment may include ladders, shovels, hoes, tampers, pruning hooks, shears or handsaws.

When beginning a crop activity for the first time, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. By the beginning of the second working day (7 hours of work completed), the employer will expect a worker engaged in a piece rate paid activity to sustain a level of productivity sufficient to earn at least the minimum hourly wage specified in Section 6 of the Fair Labor Standards Act. Workers in all activities will be expected to keep up with fellow workers, not to adversely affect the productivity of the others workers, and to perform the work in a manner specified by the employer and described herein. After the one-day (7 hour) training and acclimation period, workers who fail to meet this standard and/or who fail to perform the work in the manner specified may be terminated.

11. Wage Rates, Special Pay Information and Deductions:

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

All work will be paid the adverse effect wage rate (AEWR) of \$8.77 per hour. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the intended area of employment (MSA reporting area) than the hourly rate specifies herein, only if the new higher prevailing wage survey is know before the acceptance letter is issued by DOL. The offered wage rate is the highest of the AEWR in effect at the time the application is certified, prevailing hourly or piece, or the Federal or State minimum, and the employer will pay the offered wage during the entire period of the approved labor certification. All activities in this ATEC will be paid by the hour.

A. The employer will make the following deductions from the Worker's wages: FICA taxes, State and Federal Income tax as required by law. Workers will be charged for cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing. Consistent with M.C.L. S 408.477, the employer agrees only to make deductions from employees' wages that are: Required by law; or to the benefit of the employee; pursuant to a wage assignment or wage deductions order; or made with written consent, freely given by the employee for each pay period that deduction is to be made; at no point will the cumulative deductions, expressly authorized by the employee in writing for the pay period and made by the employer, take the employees net earnings below the Federal or State statutory minimum wage for the pay period. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the period during which the work contract and all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned employers place of employment and the worker is ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as provided in paragraph C below. For purposes of this guarantee, a "workday" consists of seven hours daily Monday through-Friday and five hours on Saturday. The worker is not required 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; Presidents' Day, 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. On certain of these days, work may be available. If, at the conclusion of the work agreement, the worker has been offered less employment than required under this guarantee, the employer will pay the worker, at the worker's average hourly rate for the hours actually worked by the worker, for those hours in addition to the hours of work offered, required to fulfill the guarantee. In determining whether this guarantee of employment has been fulfilled, the employer will count as hours of work offered all hours actually worked. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hour. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible US workers who apply during the first 30 days of the contract period.

C. The work contract 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, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptance to the worker. If such transfer is not effective, the workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for the employer. In the event of such termination, the guarantee described in paragraph B ends on the date of termination.

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

E. Employer will provide a US worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, specified in item 6 unless employers has amended the date of need by notifying the local SWA 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 \$8.77 per hour (AEWR) for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work (general farm labor and maintenance activities) 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. Alternative work will be

general farm labor and farm maintenance activities and may include, but is not limited to, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood for migrant camps, fence mending and the repair and maintenance of farm buildings and equipment.

F. 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 and/or piece rate in accordance with the guarantee described in paragraph B. (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation: In accordance with the regulations found at 20 CFR 655.104(h)(1), (2), and (3) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

The Employer will offer transportation to and from the daily work site at no cost to the workers entitled to the housing benefit. The use of this daily transportation by eligible workers is voluntary; no worker is required as a condition of employment to utilize the daily transportation to the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

The employer will reimburse workers' costs of inbound transportation and subsistence to the extent required by the H-2A regulations not later than the date on which the worker has completed 50 percent of the period of employment beginning on the first day the worker is at the place of employment and available for work and the ending date of employment set forth in Item 6. The employer will provide or pay for workers' return transportation and subsistence to the extent required by the H-2A regulations for workers who complete the period of employment set forth in Item 6 or whose services are no longer required by the employer, whichever occurs first. Reimbursement of inbound and return transportation will only be provided to workers upon agreeable completion of the work agreement except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation and subsistence to the next job.

For US workers eligible for the inbound transportation benefit, the Employer will reimburse US workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has departed to the employer's place of employment, and by regulation is not required to exceed the most economical and reasonable common carrier transportation cost for the distance involved. For eligible foreign (H-2A) workers coming from outside the United States, this reimbursement benefit basis is the place from which the worker departed is the place of recruitment which DOL has interpreted in the regulations to mean the appropriate US consulate or port of entry. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. For foreign (H-2A) workers who came to work from outside the United States, this outbound transportation benefit basis is the place from which the worker has departed will be considered to be the appropriate US consulate or port of entry as interpreted by DOL in the regulations. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence checks through the grower via US mail. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers/association for any damages, injuries, and personal or property losses.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he can not perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 30 day rule in 20 CFR 655.102(f)(3)(i).

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.104(h)(1), which refers to 20 CFR 655.104(g) and is governed by 20 CFR 655.114(a), which is capped at \$9.90 per day for 3 meals under the regulation.

Other Conditions of Employment: A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office as required by law if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commits serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify their employer and secure permission for necessary absences; g) fails to meet production standard as specified, h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination.

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. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B. 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 for up to three days, or termination of employment as described in paragraph (A) above.

C. 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. Workers must report all injuries and illnesses to their employer as soon as is reasonably possible. Failure to do so may result in termination.

D. 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.

E. 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 Worker and approval of the ETA Regional Administrator.

F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

G. Training: There will be a training/demonstration and acclimation period (7 hours) to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, but not limited to, the proper size and color of the commodity to be harvested and particular grading specifications. After completion of the demonstration period, the employer will expect all workers to meet production standards which equal to the minimum wage specified in Section 8 of the Fair Labor Standards Act, keep up with fellow workers, not adversely affect other workers productivity, and possess the skills to work in the production of the crops described in Item 11. After the training period, workers who fail to meet applicable production standards for the pay period may be terminated.

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

I. Workers referred through the Interstate Clearance System for employment under this agreement may be covered by unemployment insurance. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

J. Employer agrees to abide by the regulations at 20 CRI 655.105, Assurances, and at 20 CFI 653.501.

K. If a sufficient number of US workers are available at the same time and place to come to work for the Employer as part of its positive recruitment pursuant to 20 CFR 655.102(d)(1-4), will coordinate group in-bound transportation arrangements (such as arranging for group purchase of bus tickets, charter bus service, or other arrangements or assistance, as appropriate). Workers will be responsible for paying the cost of such transportation pursuant to Item 17 of this Job Order.

L. The employer is an equal opportunity employer. Women and minorities are encouraged to apply for these jobs.

M. There are no strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.

N. For US workers subject to the Migrant Seasonal Agricultural Worker Protection Act there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to US workers.

O. **SUBSTANCE ABUSE POLICY:** This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their employees and visitors. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees will be requested to take random and pre-employment drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

P. **Grievance and Arbitration Procedure:** As required by Department of Labor regulations, all workers (foreign or domestic) have a right to file a grievance or complaint with the nearest local office of the Pennsylvania Employment Security Commission, as described in 20 CFR 658, Subpart E (Job Service Complaint System). As an option, Pinecrest Tree Farms provides a grievance and arbitration procedure available to all workers (domestic and/or foreign) for the resolution of grievances involving Covered Rights arising out of employment under this clearance order. This procedure is established for workers, at no cost to the worker, to use for the resolution of complaints not made through an administrative process (such as through the Job Service Complaint System, the Pennsylvania Employment Security Commission, the U.S. Department of Labor, the Equal Employment Opportunity Commission, etc.). Employees must agree to use this procedure as an alternative to filing suit in local, state or federal court as a condition of employment.

If a timely filed grievance under the Pinecrest Tree Farms procedure involving a Covered Right is not resolved to the satisfaction of the worker and/or has not been referred to a government agency, the worker may request confidential, binding arbitration of the grievance as the worker's sole remedy. A Covered Right is defined as a violation of statutory or common law rights, such as discrimination, harassment, or retaliation based on race, sex, national origin, color, religion, age, or disability; wrongful termination or constructive discharge; workers' compensation retaliation, denial of medical leaves under any law, including the Family and Medical Leave Act; common-law torts based on negligence or intentional acts; breaches of contract; "right to work" violations; and disputes regarding pay, including claims under the Fair Labor Standards Act and any applicable state wage and hour law.

*Use of the masculine pronoun herein is for convenience of reference only.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer, these work rules are only a suggestion to the employer. The employer's use of these work rules is entirely voluntary. The employer may develop and enforce his/her own work rules.

Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited 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 alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences are defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30-day period. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.** Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
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. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, 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.
11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.

12. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hours end at 12:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.
13. Workers may not deliberately restrict production.
14. Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
15. **WORKERS WILL BE DISCHARGED** for fighting on the employer's premises, including housing premises, at any time.
16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
17. **WORKERS WILL BE DISCHARGED** if they steal from fellow workers or from the employer.
18. Workers may not falsify identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's as soon as is reasonably possible. **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
23. Workers must follow supervisor's instructions.
24. Workers may not commit acts of insubordination - failure to regard authority.
25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 PM on Saturday night.
27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

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REGLAS DE TRABAJO

Las reglas de trabajo siguientes son queridas para proporcionar la dirección a trabajadores en los estándares de conducta e interpretación esperada de ellos por el Patrón. La violación de estas reglas u otras exigencias de patrón relacionadas con el trabajo legales, incluso estas reglas de trabajo, será considerada tierras para disciplina o descarga inmediata. Las penas para infracciones pueden incluir la suspensión del trabajo sin la paga para el resto del día, o durante hasta tres días, en el único juicio del Patrón, según la seriedad de la infracción, el registro previo del trabajador, y otros factores relevantes. Las infracciones repetidas, serias, o agravadas pueden causar la descarga inmediata. Se espera que trabajadores cumplan con todas las reglas acerca de disciplina, asistencia, calidad de trabajo y cantidad, y el mantenimiento de toda la propiedad.

1. Los trabajadores deben realizar su trabajo adjudicado en una manera cuidadosa, parecida a un trabajador de acuerdo con la provisión del contrato de trabajo. El trabajo descuidado no será tolerado.
2. El uso o la posesión de bebidas alcohólicas o medicinas ilegales son estrictamente prohibidos durante el tiempo de trabajo o durante cualquier día laborable antes de que el trabajo sea completado para el día (como durante comidas); los trabajadores pueden no hacer un informe para el trabajo bajo la influencia de bebidas alcohólicas o medicinas ilegales. Las medicinas ilegales no pueden ser usadas o siguieron cualquier local de patrón, incluso el alojamiento en cualquier momento. El uso o la posesión de medicinas ilegales, fallando o rechazando tomar una prueba de medicina serán la CAUSA PARA LA TERMINACIÓN INMEDIATA.
3. Las ausencias excesivas y/o la tardanza no serán permitidas. Se espera que empleados estén presentes, a tiempo, capaces y complacientes a realizar el trabajo adjudicado cada previsto el día laborable. Este no es el "o trabajo de día esporádico." Las ausencias excesivas son definidas como: Dos días consecutivos de ausencias no perdonadas o tres ausencias no perdonadas en un período de un 30 día. La violación será la CAUSA PARA LA TERMINACIÓN INMEDIATA. Los trabajadores deben hacer un informe en tiempo adjudicado y lugar cada día laborable como dirigido por el cultivador o supervisor. Los TRABAJADORES SERÁN DESCARGADOS PARA LA TARDANZA EXCESIVA. La tardanza excesiva es definida cuando 2 no perdonó tardies en fila o 5 no perdonó tardies en un período de treinta días.
4. Los trabajadores mantendrán y guardarán la residencia proporcionada a ellos conforme a OSHA 1910.142 Estándares como fijado en el alojamiento y en la condición limpia y en la reparación buena, tener en cuenta el desgaste razonable. Los trabajadores cooperarán con otros trabajadores adjudicados a tal alojamiento en el mantenimiento de cocina común y áreas vivas en buenas condiciones. Se requerirá que trabajadores guarden el área exterior que rodea el campo limpio y libre de escombros. Los trabajadores relatarán puntualmente cualquier problema con el alojamiento al patrón o supervisor designado.
5. Los trabajadores que viven en el alojamiento del patrón adjudicado a literas pueden no separar literas, cuando el espacio en cuartos durmientes es necesario por todos los inquilinos.
6. Los trabajadores que viven en el alojamiento del patrón pueden no cocinarse en cuartos durmientes o ninguna otra no cocina. Los trabajadores están prohibidos de quitar baterías de detectores de humo por cualquier razón. La VIOLACIÓN SERÁ LA CAUSA PARA LA TERMINACIÓN INMEDIATA.
7. Los trabajadores no deben dejar caer papel, latas, botellas y otra basura en campos, embalando la casa, o en el alojamiento del local. La basura y los receptáculos de desecho deben ser usados.
8. Los trabajadores pueden no tomar rupturas no autorizadas del trabajo.
9. Los trabajadores pueden no dejar el campo u otra área de trabajo adjudicada sin el permiso de agricultor o persona responsable.
10. Los trabajadores pueden no entrar en el local del patrón sin la autorización.
11. Los trabajadores pueden no comenzar el trabajo antes del tiempo inicial previsto o seguir trabajando después del tiempo parador a menos que no autorizado por el patrón.
12. Los trabajadores que viven en el alojamiento del patrón pueden no tener a invitados en el alojamiento del local después de las 22h30 excepto el sábado por la noche en el cual las horas de invitado se terminan a las 12h00. Ningunas personas, además de trabajadores adjudicados por el patrón a un cuarto, pueden dormir en cualquier cuarto.
13. Los trabajadores pueden no restringir deliberadamente la producción.

14. **Cualquier trabajador que verbalmente o físicamente amenaza a otro trabajador, el agricultor o cualquier supervisor con cualquier instrumento o arma ESTARÁ SUJETO LA DESCARGA INMEDIATA TO.**
15. **LOS TRABAJADORES SERÁN DESCARGADOS para luchar en el local del patrón, incluso el alojamiento del local, en cualquier momento.**
16. Los trabajadores pueden no fijar o quitar ningún aviso, signos, u otras instrucciones de tableros de anuncios del patrón o propiedad del patrón sin autoridades específicas del patrón.
17. **LOS TRABAJADORES SERÁN DESCARGADOS si ellos roban de compañeros de trabajo o del patrón.**
18. Los trabajadores pueden no falsificar identificación, personal, médico, producción u otros archivos relacionados con el trabajo. **Los INFRACTORES ESTARÁN SUJETOS LA DESCARGA INMEDIATA TO.**
19. Los trabajadores pueden no abusar voluntariamente o destruir ninguna maquinaria, camión u otro vehículo, equipo, instrumentos u otra propiedad que pertenece al patrón o a otros empleados. **LOS INFRACTORES ESTARÁN SUJETOS LA DESCARGA de TO INMEDIATAMENTE**
20. Los trabajadores pueden no usar o hacer funcionar camiones u otros vehículos, máquinas, instrumentos u otro equipo y propiedad a la cual el trabajador no ha sido expresamente adjudicado por su supervisor. Los trabajadores pueden no usar o hacer funcionar camiones u otros vehículos, instrumentos u otro equipo o propiedad para su uso privado a menos que expresamente no autorizado por el patrón.
21. Los trabajadores pueden no emplear mal o quitar del local de granja sin la autorización de su supervisor ninguna propiedad de patrón como camiones y otros vehículos, camas, refrigeradores, instrumentos, etc. **los INFRACTORES ESTARÁN SUJETOS LA DESCARGA de TO INMEDIATAMENTE**
22. Los trabajadores deben obedecer todas las reglas de seguridad y prácticas de seguridad comunes y deben relatar cualquier herida o accidentes a su supervisor o el patrón **tan pronto como es razonablemente posible. EI COMPORTAMIENTO DE TRABAJO INSEGURO PUEDE SUJETAR AL INFRACOR PARA DESCARGAR.**
23. Los trabajadores deben seguir las instrucciones del supervisor.
24. Los trabajadores pueden no cometer actos de la insubordinación - fracaso de considerar autoridades.
25. Después del período de adiestramiento, esperan a trabajadores a tropas las habilidades necesarias de realizar el trabajo descrito en el contrato de trabajo y al estándar puesto por el patrón.
26. Los trabajadores pueden no interrumpir otros trabajadores descansan/duermen el período por ruido excesivo o escándalo. Los trabajadores no deben tocar la música fuerte después 9:00 de la tarde durante noches de trabajo o después 12:00 de la tarde el sábado por la noche.
27. Los trabajadores no engranarán a sabiendas en ningún tipo del comportamiento o tomarán cualquier acción que podría hacer que el cultivador fuera fuera de la conformidad con cualquier ley local, estatal, o federal.

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