

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate	Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/ Si	No
Cultivos	Salario por hora	Pago por Pieza / Unidad(es)		Pagos Especiales (Bonos, etc.)	Deducciones		
Cultivating	\$ 9.94	\$			Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harvest	\$	\$.30			Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$			State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$			Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$			Other (specify)/ Otro (especifica)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago
 - The AEWR of \$9.94 is to be paid for all hourly work.
 (**continued on attachment**) KLC 12/10/2010

SEE ATT. 7901 ITEM D3
 KLC 12/10/2010

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

- Employer will reimburse workers for transportation costs to the job site upon 50% completion of the contract.
- At completion of contract, reasonable costs of return transportation will be paid by the employer.
- Employer will reimburse workers for sustenance costs incurred during transit to and from worksite as listed above. The rate of \$19.50 per day (without receipts) or up to \$39.00 (with receipts) will apply. Employer agrees to adjust rate to reflect any increases from DOL. *MAXIMUM AMOUNT OF 446 DOLLARS WILL BE REIMBURSED TO EMPLOYEES WITH RECEIPTS KLC 12/10/2010*
- Transportation from the worker's on-the-job site living quarters to the place where the work is to be performed will be provided by the employer without cost to the worker. Those workers paying the transportation and reasonable subsistence expenses from the place of recruitment, who are unable to complete the minimum employment for legitimate medical reasons, shall also be reimbursed for the same. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (and Act of God shall mean any frost, hail stones, flood, or natural calamity), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment insurance provided? Seguro de Desempleo? Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/Indemnización al trabajador. Yes/Si No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si No

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

None

Attachment 790-1

Item # 2

- Worksite directions: From "Rheems – Elizabethtown" exit of route 283, take Cloverleaf Rd. south to Colebrook Rd. Travel south on Colebrook Rd, make left turn onto Kraybill Church Rd. Continue to 694 Kraybill Church Rd.

Item # 3

- We are in the process of establishing housing at the worksite listed above. Until completed, housing will continue at the location we have used for the previous 8 yrs (116 Trail Rd North Elizabethtown PA). Free transportation will be provided to and from the worksite. When housing is finished, we will contact PADOLI to schedule an inspection. When occupancy permit is issued and housing has passed inspection we will move workers, free of charge, to new housing at 694 Kraybill Church Rd.
- For initial housing: From "Rheems – Elizabethtown" exit of route 283, take Cloverleaf Rd. north to Greentree Rd. Take Greentree north to Elizabethtown Rd. Take Elizabethtown Rd. east to Trail Rd. Take Trail Rd. north to farm. (approx. 1/8 mile)
- For housing at 694 Kraybill Church Rd follow directions in Item #2 above.
- Apartments will meet all federal and state standards.
- Workers are responsible for maintaining quarters in a neat and clean manner.
- Workers will be responsible for reasonable costs of repair due to any damage other than normal wear and tear to housing or furnishings. Money will be deducted from pay of responsible party (parties).
- Housing and utilities are provided at no cost to workers.

Item # 4

- Employer provides kitchen (in apartment) and will provide free weekly transportation to a grocery store for food and provisions.

Item # 8

- 8 hours per day is normal. Worker may be requested but not required to work 10 hrs per day and/or the Sabbath depending upon conditions (crop maturity, weather).

Item #10

- Day laborers with at least three months experience needed to assist in the day to day operation of a commercial cut-flower farm in Lancaster County. Labor to include manual weeding and cultivating, disinfecting flats and buckets, manual seeding and transplanting, manual harvesting, manual grading and packing, digging, hauling and hanging flowers, loading, spreading manure, pruning, irrigation setup and maintenance, laying and lifting plastic, laying and lifting of row cover. Workers must be physically fit. Workers must have ability and stamina to work consistently in the heat and rain of summer. Work begins in mid January and completes in November. The "3/4 guarantee" as defined by the Dept. of Labor will be in effect. All tools and supplies necessary are provided at no cost. Transportation and subsistence expenses will be paid after 50% of the contract is completed. Housing is provided to workers not able to return to their homes is a reasonable amount of time at the end of the work day. The Adverse Effect Wage Rate (AEWR) of \$9.94 is offered. Flower harvest to be paid at piece rate of 30 cents per field bunch.

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Attachment 790-1

Item # 3

- Apartments will meet all federal and state standards.
- Workers are responsible for maintaining quarters in a neat and clean manner.
- Workers will be responsible for reasonable costs of repair due to any damage other than normal wear and tear to housing or furnishings. Money will be deducted from pay of responsible party (parties).
- Housing and utilities are provided at no cost to workers.

Item # 11

- 8 hours per day is normal. Worker may be requested but not required to work 10 hrs per day and/or the Sabbath depending upon conditions (crop maturity, weather).

Item #12

- International collect calls will not be accepted – domestic only.
- Employer guarantees workers the number of hours per week shown in item # 12 for the first week of work
- Employer estimates that 8 workers will be needed for the full term of the contract

Item # 16

- The employer guarantees all workers employed in 2011 the current AEW, the prevailing wage rate as established by the Commonwealth of PA, or the legal federal or state minimum wage rate, ~~whichever is highest.~~ *OR THE AGREED UPON COLLECTIVE BARGAINING RATE AS STATED IN 20 CFR 655.120(A) WHICHEVER IS HIGHEST.*
- Piece rate of .30/bunch is offered. (Estimated equivalent of \$10.00/hour, not to go below the above mentioned hourly rate.) *KLC 12/10/2010*
- No bonus is offered.
- Payroll period is bi-weekly.
- The employer guarantees to offer employment for a minimum of 3/4's of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after the workers arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Miscellaneous

Contract Impossibility

In the event that the employer must terminate the contract of any worker(s) due to circumstances beyond the employer's control, the employer is bound by the 3/4 guarantee from the first day after arrival to the date of termination. If the employer is unable to work out a transfer of the worker to other comparable employment, the employer will be required to offer to return the worker (at the employer's expense) to the place from which the worker came to work for the employer. If the worker has not been reimbursed for transportation to the job site [in accordance with ~~655.102(b)(5)(i)~~]. The worker will be reimbursed for any transportation and sustenance due. *20 CFR 655.122(h) KLC 12/10/10*

Assurances

The employer has read and understands the assurances at 653.501 and ~~655.103~~. The employer agrees to abide by these assurances. *20 CFR 655.135 KLC 12/10/10*

Employer agrees to provide each worker, no later than the first day of work, a copy of complete work contract between the employer and worker.

11/19/2010

KLC

Attachment 790-2

Item #10a

- Los trabajadores del día con por lo menos tres meses de experiencia necesitaron asistir a la operación cotidiana de una granja comercial de la cortar-flor en el condado de Lancaster. Trabajar para incluir el manual que escarda y que cultiva, desinfectando los planos y los cubos, manual que siembra y que trasplanta, cosecha manual, calificando manual y embalando, mantenimiento cavando, acarreado y colgando las flores, abono del cargamento, el separarse, poda, disposición de la irrigación y, poniendo y levantando el plástico, el poner y elevación de la cubierta de la fila. Los trabajadores deben ser cabidos físicamente. Los trabajadores deben tener capacidad y stamina de trabajar constantemente en el calor y la lluvia del verano. El trabajo comienza a los mediados de enero y termina en noviembre. La "3/4 garantía" según lo definido por el departamento del trabajo estará en efecto. Todos los materiales consumibles y herramientas necesarios se proporcionan en ningún coste. Los costos del transporte y de subsistencia serán pagados después de que el 50% del contrato se termine. La cubierta se proporciona a los trabajadores no capaces de volver a sus hogares es una cantidad de tiempo razonable en el final del día del trabajo. El índice de salario del efecto nocivo (AEWR) de \$9.94 se ofrece. Corte de flores de pago al precio por pieza de 30 centavosoe dolar por racimo de campo.

Item # 11

- The AEWR of \$9.94 is to be paid for all hourly work.
- **The employer guarantees all workers employed in 2011 the current AEWR, the prevailing wage rate as established by the Commonwealth of PA, or the legal federal or state minimum wage rate, whichever is highest.**
- Piece rate of .30/bunch is offered. (Estimated equivalent of \$10.00/hour, not to go below the above mentioned hourly rate.)
- No bonus is offered.
- Payroll period is bi-weekly.
- The employer guarantees to offer employment for a minimum of 3/4's of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after the workers arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Item #12

- Employer will reimburse workers for transportation costs to the job site upon 50% completion of the contract.
- At completion of contract, reasonable costs of return transportation will be paid by the employer.
- Employer will reimburse workers for sustenance costs incurred during transit to and from worksite as listed above. The rate of \$19.50 per day (without receipts) or up to \$39.00 (with receipts) will apply. **Employer agrees to adjust rate to reflect any increases from DOL.**
- Transportation from the worker's on-the-job site living quarters to the place where the work is to be performed will be provided by the employer without cost to the worker. Those workers paying the transportation and reasonable subsistence expenses from the place of recruitment, who are unable to complete the minimum employment for legitimate medical reasons, shall also be reimbursed for the same. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (and Act of God shall mean any frost, hail stones, flood, or natural calamity), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same

11/17/2010

KLC

Attachment 790-3

Contract Impossibility

In the event that the employer must terminate the contract of any worker(s) due to circumstances beyond the employer's control, the employer is bound by the ¾ guarantee from the first day after arrival to the date of termination. If the employer is unable to work out a transfer of the worker to other comparable employment, the employer will be required to offer to return the worker (at the employer's expense) to the place from which the worker came to work for the employer. If the worker has not been reimbursed for transportation to the job site [in accordance with 655.102 (b) (5) (i)]. The worker will be reimbursed for any transportation and sustenance due.

Assurances

The employer has read and understands the assurances at 653.501 and 655.103. The employer agrees to abide by these assurances.

Miscellaneous

Item A

- Employer agrees to provide each worker, no later than the first day of work, a copy of complete work contract between the employer and worker.

Item B (form 790 item # 9)

- Employer guarantees workers the number of hours per week shown in item # 10 (790) for the first week of work.

Item C

- Employer estimates that 8 workers will be needed for the full term of the contract.

11/17/2010

KLC