



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

FUTURE H-2A JOB ORDER
Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/
Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

Dolinsky Brothers Inc
2055 Laurytown Road
Weatherly PA 18255
(570) 427-4145
(570) 427-8882 - FAX
FID# 23-2639883

c/o ILMC
234 Cameron Ave/PO Box 630
Vass, NC 28394
(910) 245-4808

Telephone number/Teléfono: Fax:

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

70 North Stagecoach Road
Weatherly PA 18255
Carbon county

work sites are owned/controlled by the employer

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

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

Block
Capacity: 20
70 North Stagecoach Road
Weatherly PA 18255

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

Nos. 4 - 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. Industry Code/Código Industrial <u>0181</u>	5. Job Order No. /Num. de Orden de Empleo <u>6158801</u>
6. Occupational Title and Code /Título Ocupacional y Código <u>Nursery Workers 45-2092.01</u>	
7. Clearance Order Issue Date / Fecha de Tramite	<u>12-21-12</u>
8. Job Order Expiration Date / Fecha de Expiración	<u>7-19-13</u>

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 2/25/2013 To/Hasta: 12/10/2013

10. No. of Workers Requested / Num. de Trabajadores Solicitados

12

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40

Sunday / Domingo <u>0</u>	Monday / Lunes <u>7</u>
Tuesday / Martes <u>7</u>	Wednesday / Miércoles <u>7</u>
Thursday / Jueves <u>7</u>	Friday / Viernes <u>7</u>
Saturday / Sábado <u>5</u>	

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/SI No
Local Office / Oficina Local Yes/SI No

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13. 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

La cubierta se proporciona en ningún costo a los trabajadores que no pueden razonablemente volver el mismo día a su domicilio. La cubierta no se proporciona a los non-workers.

VEA LOS ACCESORIOS DE ETA 790 PARA LOS ARREGLOS COMPLETOS DEL EMBARQUE

14. Referral Instructions / Instrucciones sobre cómo Referir 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. 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.

Todos los aspirantes locales e interiores (en estado) deben aplicarse directamente al patrón lunes a jueves entre las horas del 9:00 y el 4:00 P.M. (Fuera de estado) los aspirantes todo de un estado a otro pueden aplicarse en cualquier oficina de la agencia de la mano de obra del estado (SWA) o entrando en contacto con al patrón directamente.

VEA LOS ACCESORIOS DE ETA 790 PARA LAS INSTRUCCIONES COMPLETAS DE LA REMISIÓN.

15. Job Specifications / Especificaciones del Trabajo

Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work... See ETA 790 Attachments for full job description.

Herramientas y equipo: El patrón suministrará, sin carga, todas las herramientas, fuentes, y el equipo requerido en el funcionamiento del trabajo especificado... vea los accesorios de ETA 790 para la descripción de las funciones completa.

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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	Pay Period Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
nursery	\$ 10.34	\$		Social Security / Seguro 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 where applicable	** <input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica) where applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

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.
 SEE ETA 790 ATTACHMENTS FOR MORE COMPLETE WAGE DETAILS/VEA ETA 790 FIJACIONES PARA DETALLES MAS COMPLETOS DE SUELDO
 (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 provide transportation at no cost to commuting and non-commuting workers from designated reported site. Transportation provided will meet all applicable federal, state, and local regulations.
 See ETA 790 Attachments for more complete transportation arrangements.

El empleador proporcionará el transporte en ningún costo a los trabajadores de conmutación y no de conmutación del sitio divulgado señalado. El transporte proporcionado resolverá todo el federal aplicable, estado, y regulaciones locales.
 VEA LOS ACCESORIOS DE ETA 790 PARA ARREGLOS MÁS COMPLETOS DEL TRANSPORTE.

(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?

*excludes H-2A workers
 *excluye trabajadores de H-2A 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/Ninguno

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

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (Incluya el número de teléfono)
Pennsylvania Dept of Labor & Industry
13th Floor West, Labor & Industry Building
Seventh and Forester Streets
Harrisburg, PA 17122 - (717) 787-5436

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)

John Stoltz - (717) 787-5436

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

William Dolinsky

Employer's Signature & Title/ Firma y Título del Empleador President

Date: 12/18/2012

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.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractual a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

Public Burden Statement

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 (Revised Oct, 2010)
Previous versions not usable

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ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1. Workers recruited under this Job Order are recruited to work on the employer's farm in the certified occupation during the period of employment shown in Item 9. 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: Dolinsky Brothers Inc; 2055 Laurytown Rd., Weatherly PA 18255.

9. Anticipated dates of employment: 2/25/13 until 12/10/13.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. 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. Employer anticipates hiring local workers in addition to this job order being filled.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to 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. Starting and stopping times will vary according to weather and crop conditions throughout the season. When this occurs workers will be notified of such changes in writing.

13. Employers will furnish free cooking and kitchen facilities to those workers who are entitled 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.

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. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. 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. When public accommodations (hotel or motel) are used, the workers will be provided 3 meals per day for \$11.13 per day, or the current subsistence amount as posted in the Federal Register.

14. All local and intrastate (In state) applicants are to apply directly to the employer, between the hours of 9:00 am – 4:00 pm (Eastern Standard Time) Monday – Thursday. Applicants MUST call the employer William Dollnsky, at ((570) 427-4145 prior to coming, to schedule an appointment. For interstate (out of state) applicants should apply at their local state employment agency. State employment service agency staff is encouraged to call to make a referral while the applicant is at the Job Service office during times disclosed above. Interstate applicants will be interviewed over the phone once the employer has received written confirmation that they have met their disclosure requirements. Completing an application and an in person (for local applicants) interview is part of the hiring process.

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Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. 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. 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 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.

15. Job Specifications: All workers must have at least 3 months verifiable experience working in commercial nursery.

Worker must possess requisite physical strength and endurance to repeat the harvest process though out the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect worker's ability to perform the work described herein. Workers should be physically able to do the work described with or without reasonable accommodation.

Workers may be required to perform any of the following jobs all of which are outside:

Hay: All procedures of baling grass hay: Operating tractors (most with hay implements), loading and unloading trailers and working in hay storage facilities.

Nursery: All aspects of planting, pruning, B&B digging, loading and unloading, cultivation, mowing/vegetation control, watering, farm equipment operation and other general farm duties.

More specific nursery duties will include:

Planting: Workers may be required to work as operators of wheel tractors pulling planters and planting wagons. Workers may be required to work on the ground planting trees that are fed through a tractor pulled planter-using shovels. Workers will be required to dig trees.

Pruning: When pruning, it is vital to prune the unwanted branch while protecting the stem or trunk wood of the tree. While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from worker's wages. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. Workers must remove all resulting material from the trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment rows.

Balled and Burlap (B&B) tree production: Workers may be required to work as operators of skid steers with tree spade attachments or haul out tines. Workers may be required to work on the ground packaging the finished root ball on a tree by stapling burlap with hog ring pliers, tying basket loops with twine, crimping baskets with pig tail crimpers or tying branches with twine.

Bare root tree production: Workers may be required to work as operators of skid steers with bare root blade attachments. Workers may be required to work on the ground tying branches with twine or hauling trees through the field and loading them onto trucks by hand.

Loading and unloading: Workers may be required to work on flat bed trailers tying B&B trees to the trailer with twine. Workers may be required to work loading or unloading bare root trees by hand into refrigerated trailers.

Cultivation: Workers may be required to work as operators of wheel tractors pulling cultivators, mowers or hilling disks. Some forms of vegetation controls are done by hand using specified tools that are most effective for each specific plantation setting.

Watering: Workers may be required to water trees by hand using pumps and hoses.

Farm Equipment Operation: Workers will drive tractors, mowers, and may use other greenhouse equipment including flat filler. Workers will be instructed in the safety and operation of the tractor and other equipment before driving tractor or using other greenhouse equipment. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

General Duties: Duties performed in the field will be sporadic all through the contract due to the various duties, i.e., preparing soil, planting, pruning, cutting, deadheading, pinching, trimming to shape, spacing plants, potting, fertilizing with granular or liquid fertilizer, cleaning work areas, transporting plant materials in the nursery/greenhouse areas, loading and unloading plants and all other duties associated with ornamental plant production. Between harvesting, workers will be required to perform duties to prepare crops for marketing. Workers will also unload pallets from trucks or wagons into fields for transplanting. Worker may unload and restock for storage.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 (+) degrees to below 35 degrees F. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Employees must be able to frequently lift trees ranging in weight from 20 to 75 pounds and occasionally lift trees weighing up to 100 pounds. 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 growing the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, mowing, weed eating, operate sprayers, set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. This is a very demanding and competitive work in which quality specifications must be rigorously adhered to.

Work and/or harvest 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 day's 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 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 at 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 guarantees 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.

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.

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.

16. 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.

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.

All work will be paid the adverse effect wage rate (AEWR) of \$10.34 per hour. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

All domestic and/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A. The employer will make the following deductions from the Worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: 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 charges expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, 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 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 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 the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours, which the Worker falls to work during a workday when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee. 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 50 percent of the employment period in accordance with the rule at 20 CFR 655.135(d).

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible, and it's approved by the CO. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The 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 a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

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

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E. Employer will provide a worker referred through the SWA Interstate System Forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$10.34 per hour for the first week, or $\$10.34 \times 40 = \375.60 , starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general labor and maintenance activities including, cleaning/stacking greenhouse supplies, cleaning and maintaining migrant housing, pulling weeds, fence mending and the repair and maintenance of greenhouse 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 or piece rate (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; the worker's net pay; the units produced daily, if piece rate are used; the beginning and ending dates of the pay period; the employer's name, address and IRS identification number. Employer will abide by regulations as stated at 20 CFR 655.122(j)(k).

17. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonably return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntarily chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$11.13 or the current subsistence amount as posted in the Federal Register, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is \$46.00. 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 cannot perform the duties of the job as described above (see 17a other conditions of employment), or if he abandons this employment when he is needed by the Grower.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 16C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, 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. 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 by check. 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.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 15 of 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 his employment; g) fails to meet keep up with fellow workers. 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, k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employer's control" includes termination of workers if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule.

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. These employers have a no complete, no rehire policy. 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, and relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee. 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 termination (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 assures that there will be no lapse in coverage for workers compensation. The employer's workers compensation will be provided throughout the entire length of the contract period. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not 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.

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 short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops noted in Item II. For purposes of this section six or more hours will be considered one day.

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 time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the employment is offered, in a language understood by the worker.

I. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations.

J. Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.

K. The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

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

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

N. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the 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 associates, employees and visitors. The use, 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 may also be requested to take random drug tests at no cost to the worker. Failure to comply with the request or testing positive will result in immediate termination.

P. Pursuant to 20 CFR 655.135 (l)(i), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

***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: Three unexcused absences in a 30-day period. Five consecutive days of unexcused absences is considered abandonment of their position. 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.

rev.11/10

Addendum - Dolinsky Brothers Inc

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
William "Bill" Dolinsky Dolinsky Brothers Inc 2055 Laurytown Rd Weatherly, PA, 18255 (670) 427-4748 Nursery Stock	(8088)	29	2/25/13 12/10/13	Block	Carbon	20	12

Total Workers Employed 29
Total Housing Capacity 20
Total H2A Workers Requested 12
Total Employers 1

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