

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

U.S. Department of Labor
Employment and Training Administration
 OMB Approval No. 1205-0134, Expires 11/30/2012

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono) Westlake Tree Farms, 2421 N. Hill Camp Rd, Pottstown, PA 19465 610-469-6913	Numbers 4, 5, 6, 7 and 8 for State use only.	
	4. Industry Code/Código de Industria 0191	5. Job Order #/No. Orden de Empleo 851689
	6. Occupational Title and Code /Título Ocupacional y Código Farm workers Laborers 45-2092.00	
	7. Clearance Order Issue Date / Fecha de Tramite 1/17/12	8. Job Order Expiration Date / Fecha de vencimiento 7/21/12
2. Location and Direction to Work Site/Dirección del lugar de trabajo 2421 N. Hill Camp Rd, Pottstown, PA 19465 Same driving directions as in Item 3. (If additional space is needed, use separate sheet of paper)	9. Anticipated Period of Employment / Período Anticipado de Empleo 3/20/2012 to 12/20/2012 From/ Desde: To/Hasta:	
	10. No. of Worker's Requested / No. de Trabajadores Pedidos # 5	
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Farm housing, No family housing available. See attached 1-B. 2421 N Hill Camp Rd, Pottstown, PA 19455 From city limits of Pottstown, Turn R on PA 724 W/W Schuylkill Rd @ 3.3 mi. Turn L on Unionville Rd & go @ 2.2 mi. Turn R on St Peters Rd & go @ 1.4 mi. Turn L onto N Hill Camp Rd & Go @ 1.1. mi. Destination is on right. (If additional space is needed, use separate sheet of paper). / Si necesita más espacio, utilice documento adicional.)	11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 35 Sunday / Domingo _____ Monday / Lunes 6 Tuesday / Martes 6 _____ Wednesday / Miércoles 6 Thursday / Jueves 6 _____ Friday / Viernes 6 Saturday / Sábado 5 _____	
	12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements / Arreglo de Alojamiento
 Housing and cooking facility is provided at no cost to eligible workers. And see attached 1.B. & E.

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
 Complete attached referral from & call & fax pursuant to instructions on attachment to ETA 790, and see 3. I. 1.

15. Job Specifications / Descripción del Trabajo
 Erect farm fence using post hole diggers Fell & wrap trees Plant fertilize trim & water trees Use hand tools Tend to evergreen trees Load & unload tools, equipment, materials & trees. Constant bending & heavy lifting up to 100 lbs.
 (If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

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

Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period / Período de Pago
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
All tasks	\$10.34	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal <input checked="" type="checkbox"/>
	\$	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 semanas <input type="checkbox"/>
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	\$	\$		Other (specify)/ Otro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago
 See attached to ETA 790, Item 1. (H.) and Item 1. (I.)
 See Attachment to ETA 790, 1(H.)

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

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17. Transportation Arrangements / Arreglos de Transportación

No advanced payment of transportation costs. Daily round trip between employer's housing and worksite is free for housed workers. See 1-Item F.

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

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si No

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

N/A

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes No

20. Workers' compensation insurance provided? Indemnización por accidente de trabajo:

Yes No

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

Yes No

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

None/ Ninguno

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") /

None

Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya numero de teléfono)

PA/SWA 717-787-5436: 13th Flr W., 7th and Forester Streets, Harrisburg, PA 17122

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)

717-787-5436, Mr. John Stolz

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 de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Titulo del Empleador

Westlake Tree Farms, Grower-Gary Westlake

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

Public Burden Statement

Public reporting burden for the ETA Form 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 is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Rev. July 2009)

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Attachment to ETA 790. Westlake Tree Farms/H2A.

1. Contents of Job Offers & Assurances. A. Equivalent Treatment of U.S. & Alien Workers. This job complies with all Federal, State, child labor, social security, health & safety, migrant & seasonal farm worker & related laws & the ETA 790 together w/ these attachments, contains all material terms & conditions of the job. U.S. workers & foreign guest workers will receive the same benefits & treatment. If the wage or other amounts paid the worker changes after this case is certified & the regulations call for employer to affect those changes on a certain date, employer will do so. Employer also reserves the right to lower the wage or other amounts provided for in the regulations and on the date provided by the regulation(s.) US-DOL will have reasonable access to accurate & adequate workers' earnings records. This is a fixed site employer.

B. Housing. Housing w/free kitchen facilities & with utilities is only available for single workers & is provided at no cost to workers unable to return to their place of residence the same day. Housing is not available for non-workers. It is not the prevailing practice to offer family housing. Workers are responsible for maintaining housing in neat, clean manner. No charge made for beds/ cooking utensils & similar necessary items furnished housed workers unless unlawfully removed/ damaged beyond normal wear & tear by that worker. Kitchen & other common areas will be shared without regard to sex but separate toilet & sleeping facilities will be provided. If housing not ready on start date workers will be housed in local hotels & motels. Worker shall tell employer of any problem/ complaints with housing. Reasonable repair costs for damages to housing or damage to or loss of furnishings or appliances, other than that caused by normal wear & tear, will be paid by worker responsible for the damage/ loss. Employer retains possession & control of housing premises at all times & workers shall vacate housing promptly upon employer request and/or end of employment. Housed Workers may receive mail at employer's address as noted on ETA 790, Item 1. Housed workers will be provided a telephone number for receipt of emergency/ urgent messages. Employer does not accept collect calls. Worker pays for all personal telephone calls. C. Insurance Coverage. Employer shall maintain insurance coverage for work-related injuries during the period of certification & any extensions thereof, at no cost to worker. If said coverage expires during the term of certification it will be renewed. Proof of continuing coverage will also be provided US-DOL at such address as they should direct. D. Employer Provided Items. Farm tools, equipment & supplies, usual & incident to assigned task, required in performance of specified work or deemed necessary by OSHA or other law, is free. Worker responsible for reasonable costs related to worker's refusal/ negligent failure to return any property furnished by employer or due to said worker's willful damage/ destruction of such property. E. Meals. Housed workers buy & cook their own groceries in free cooking & kitchen facilities. Workers will clean up after themselves, washing pots, flatware & plates & will store cooked food & groceries in a sanitary manner. Employer does not provide meals. F. Transportation & Subsistence. Eligible housed worker is given daily free round-trip transportation between provided housing & work-site, same meeting all applicable safety standards. Use of transportation is voluntary, & no worker is required to take transportation offered by employer but if worker does not use employer provided transportation worker pays own cost thereof. No advance of incoming transportation & subsistence costs to place of employment is paid. This is not a prevailing practice. If employer did not otherwise provide incoming transportation & subsistence, after eligible worker has completed 50% of work period, the transportation reimbursement amount shall be no higher or lower than the most economical & reasonable common carrier charges for same & the subsistence reimbursement shall be \$10.73 per day pursuant to §655.173(a) or less if the subsistence amount be lowered by regulation as applicable to the time frame this reimbursement be made or workers providing receipts will be reimbursed up to the amount authorized by the Continental United States (CONUS) per diem rate of \$46.00. As may be required by regulation, the Employer will provide outgoing transportation & subsistence expense to eligible worker who completes the work agreement, is terminated for reasons beyond employer's control due to Acts of God which makes work impossible, or if worker is displaced by a US worker under 50% rule. Employer will reimburse eligible worker outgoing transportation expenses in the same amount as the eligible worker was qualified for incoming transportation expenses regardless of whether the worker is a U.S. Domestic or visaed worker. Employer will likewise pay eligible worker, whether U.S. Domestic or visaed worker, \$10.73 per day outgoing subsistence to the point of origin/ hire. This benefit inures only to eligible housed workers & not to local workers not eligible for employer-provided housing. Workers otherwise eligible for employer provided housing but who fail to have legal, suitable documents to comply with IRCA, that are discharged for lawful job-related reasons, are terminated for cause, apply for employment knowingly unable to perform job activities, who miss 5 consecutive work days without the consent of the employer, or who quit work before the end of certification will not be eligible for reimbursement of transportation or subsistence expenses. G.) (1.) Three-fourths Guarantee: Employer guarantees the opportunity to work at least 3/4ths the number of hours in work days starting from 1st date worker reported for work (worker ready, willing, able & eligible to work) during period of certification to end date of certification including extensions. Any hours the worker was offered the opportunity of work but failed to work in a work day (up to a maximum number of hours shown on job order for that workday) may be taken as a credit by Employer for purposes of the calculation, § 655.122. For purpose of 3/4ths guarantee if worker not offered opportunity to work 3/4ths such hours, employer will supplement pay of worker as though worker actually worked. Amount can be computed after last work day of period of certification & any extension thereof. If worker paid on piece rate or other similar incentive system, rather than AEWR, worker's average hourly piece rate earning (if higher than AEWR) will be used in determining amount due under this guarantee if required by regulation §655.122(i)(2.) In Act of God terminations, 3/4ths guarantee period ends on date of termination. All hours of work actually performed (including voluntary work over 8 hours in a work day or voluntary work on the worker's Sabbath or Federal holidays) may be counted in the calculation § 655.122(i)(3.) G.) (2) First Week of Employment. Employer will provide the number of hours of work for the week beginning with the start date unless the date of need has been amended at least 10 working days prior to the original start date with the order-holding office. If employer fails to notify the order-holding office 20 days prior to the original start date employer shall pay eligible workers referred through the clearance system the specified hourly rate of pay for the week starting w/ the original start date. The specified rate of pay is the wage offer that satisfies 20 CFR § 655.120. H. Deductions. Employer will make all deductions required by law to be made from earnings & shall not make withholdings except lawful ones. Employer will take set-offs for advanced wages, if any, & make deductions for: repayment of loans, repayment of overpayment of wages to worker, payment for articles worker has voluntarily purchased from employer, recovery of any loss to employer due to worker's damage to (beyond normal wear & tear) or loss of equipment or damage to housing-where shown worker responsible & any other deductions expressly authorized by worker in writing. Worker will pay any & all long distance toll charges for personal calls at the time the call is made and if not, deductions for same will be made if not paid by worker. I. Rates of Pay. As may be called for

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by regulation the rate of pay shall be the highest of: the AEW, the prevailing hourly wage or piece rate, if appropriate, any existing agreed-upon collective bargaining wage, the Federal or State minimum wage for all work done. If said rate changes during the period of certification & the regulations call for its implementation on a date certain, employer will affect such change, be it higher or lower, as required or allowed by regulation. No bonus is promised. Activities are specified on the ETA 790. J. Frequency of Pay. Payroll period is weekly. Workers will be provided with an earnings statement containing hours actually worked, hours of offered work, total earnings & all deductions. Statement will comply w/ all regulations. Worker and/or worker's representative shall have reasonable access to accurate and adequate records of worker's earnings. K. Work Impossibility. If continuation of the work becomes impossible due to an Act of God before the end date of the period of certification the Employer will be bound by 3/4ths guarantee from 1st work day after arrival to date of termination. In this event Employer will make efforts to transfer worker to other comparable employment acceptable to the worker consistent w/existing law, as applicable, but if not transferred employer will pay costs of returning worker to place from which worker came to work for employer (disregarding intervening employment) or if worker prefers to worker's next certified H-2A employer & Employer will reimburse worker for all deductions made from pay, if any, for transportation & subsistence costs to place of employment & pay costs incurred by worker for transportation & subsistence to that employer's place of employment not less than the most economical & reasonable common carrier transportation costs for the distances involved. L. Work Agreement. Employer has specified the hours & days of work (subject to holidays), the specific tasks to be done on the job order & a copy thereof with Work Rules including terms & conditions of employment, as specified in Regulations will be provided worker no later than day work commences. M. Occupational Qualifications. Worker not required to have experience or a specified level of education. 2. Assurances. A.) Employer shall comply with all CFR assurances. B.) Employer has not authorized, directly or indirectly, moreover expressly forbids, the collection of any fee from any potential job applicant as a condition of access to the job opportunity, forbids the collection of a fee as a condition of the job offer, forbids the collection of a fee as a condition to access to the job, and forbids the collection of a fee related to Employer's cost of obtaining the H-2A certification. So long as no potential applicant or worker pays any fee whatsoever as a condition of access to the job opportunity, no fee as a condition of the job offer, and no fee as a condition to access to the job, Employer has no objection if that applicant or worker voluntarily chooses to utilize the services of any independent facilitator in matters dealing with DOS, in matters obtaining access to the Internet, or for other assistance the worker desires. C.) Employer is a fixed-site employer. 3. Other Conditions of Employment. A.) Termination & Discipline. Worker may be terminated for any lawful job-related reason & Employer will notify authorities when/if such termination occurs. Employer may reasonably discipline worker including requiring worker (without pay) to leave work for reasonable time, unpaid suspension from employment for up to 3 days or termination of employment. Worker may be terminated or disciplined for failure to follow work rules (see attachment) B.) Injuries. Employer will provide insurance covering work related injuries. Worker will immediately report any job accident/ injury to supervisor. C.) Employer Obligation If Employment Is Extended. During an extension Employer is not relieved from paying wages already earned & from providing transportation or paying transportation expenses as required by the Regulations. D.) Employer Notification of Changes in Employment Terms & Conditions. Employer will expeditiously notify the appropriate SWA by telephone upon learning a crop is maturing earlier or later or that weather conditions, over-recruitment or other factors have changed terms & conditions of employment being offered. E.) Access to Workers. Any interview of worker by authorized official will be conducted outside working hours & off the clock. F.) Training. Training period for job is 1 day starting w/ 1st day of employment to acclimate worker to physical demand of farm work & familiarize worker w/ job specifications & to demonstrate proper work methods & other crop specific issues. After completion of training period worker is expected to keep up w/ fellow workers & not detrimentally affect other worker's productivity. G.) Days & Hours of Work. Worker will report to work at designated time & place as directed by Employer each day. Work is performed M-F & on Sat. Worker may be requested, but not required, to work more hours per day, on federal holidays, or the Sabbath. Worker may volunteer to work additional hours if work is offered. Worker may expect occasional periods of little or no work due to weather, crop, or other conditions beyond employer's control which can occur anytime. Worker is not required to work on Sabbath or U.S. federal holidays. H.) Job Specifications. Duties include those set forth on the ETA 790, Item 15 Heavy lifting to 60 lbs., frequent bending. I.1. Referral Instructions. Referrals will be accepted from any source but employer, who is often in the field and there is no one in the office, prefers referrals be faxed to: 229-559-0628, Att: Elizabeth. Elizabeth assists employer to facilitate the referral process but makes no hiring decisions. Referral information may also be mailed to employer at: 2421 N Hill Camp Rd, Pottstown, PA 19465. By prior arrangement personal interviews may be conducted at the local job service office. Referrals will be accepted from local Job Service Office, through word of mouth, gate hires (walk-up workers) & other sources. All referrals should be thoroughly familiarized with job specifications, terms & conditions of employment on job order. Only a person meeting all qualifications on job order should be referred by job service office. Referral must show legal, suitable documents to complete I-9 as required. Anyone interested may also apply by contacting the SWA, as shown on the ETA 790, or report to nearest Job Service Center. Applications may be faxed 9am - 5pm, M-F excluding holidays. Please be sure information provided is legible & current so applicant can be sent a hire letter w/ reporting instructions. In the event of any difficulty please call employer's assistant, Elizabeth at 229-559-0241 or fax 229-559-0628. Elizabeth provides clerical support to employer. Employer makes all hiring decisions. 2. Referral Results. Employer will provide SWA w/ list of U.S. domestic applicants that accept job along w/ date of hire & other recruiting information if requested. J. Farm Labor Contractor/Employer Provisions. Employer will maintain a valid FLC card or FLCE identification if required by law to have one. K. Other. No strikes, work stoppages, slowdowns or interruption of operations by workers exist at job site. There are no arrangements made w/ Employer for payment of commission or other benefits for sales made to workers.

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CONDITIONAL ACCESS & VERIFICATION

THE REQUEST FOR CONDITIONAL ACCESS INTO THE INTRASTATE OR INTERSTATE CLEARANCE SYSTEM IS MADE ON BEHALF OF THE UNDERSIGNED WHOSE HOUSING HAS NOT YET BEEN INSPECTED AND FOUND IN COMPLIANCE WITH APPLICABLE REGULATIONS AND IS MADE WITH THE EXPRESS UNDERSTANDING THAT THE RESPECTIVE EMPLOYER ASSUMES THE OBLIGATION UNDER THE APPLICABLE HOUSING REGULATIONS FOR TIMELY COMPLIANCE WITH APPLICABLE HOUSING STANDARDS. HOUSING WILL MEET DEPARTMENT OF LABOR STANDARDS AT LEAST THIRTY (30) CALENDAR DAYS BEFORE THE HOUSING IS TO BE OCCUPIED. IF SAID HOUSING IS NOT READY ON THE APPLICABLE DATE THE WORKERS WILL BE HOUSED IN LOCAL HOTELS AND MOTELS.

IN THE EVENT WE REQUEST A CHANGE IN THE DATE OF NEED AFTER U.S. WORKERS HAVE DEPARTED FOR YOUR PLACE OF EMPLOYMENT, WE WILL PROVIDE FREE HOUSING AND SUBSISTENCE WITHOUT CHARGE UNTIL WORK BECOMES AVAILABLE.

ASSURANCE OF MAINTAINING INSURANCE COVERAGE

I AM SUBMITTING THIS STATEMENT IN ASSURANCE OF MAINTAINING INSURANCE COVERAGE. IF INSURANCE COVERING ANY WORK RELATED INJURIES SHOULD EXPIRE DURING THE PERIOD OF CERTIFICATION I WILL RE-NEW IT TO PROVIDE CONTINUOUS COVERAGE.

DATE: 1-5-2012

BY:


WESTLAKE TREE FARMS
Gary Westlake

STREET ADDRESS AND DRIVING DIRECTIONS TO THE FARM:

2421 N. HILL CAMP RD, POTTSTOWN, PA 19465

DRIVING DIRECTIONS: FROM THE CITY LIMITS OF POTTSTOWN, TAKE RIGHT ON PA-724 W/W SCHUYLKILL RD APPROX 3.3 MI TURN LEFT ON UNIONVILLE RD APPROX 2.2 MI, TURN RIGHT ONTO ST PETERS RD APPROX 1.4 MI TURN LEFT ONTO N HILL CAMP RD 1.1 MI DESTINATION WILL BE ON THE RIGHT.

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Work & Conduct Rules

The following rules are intended to provide guidance to workers of the standards of conduct expected of them. Violation of these rules or other lawful job-related employer requirements will be considered grounds for termination. In cases of less serious violations, workers will be penalized such as suspension from work- for up to three days. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the care and maintenance of all property.

1. Workers who perform fraudulent or sloppy work will be suspended without pay for the remainder of the workday or for up to three days, as in the sole judgment of the supervisor depending on the degree of infraction, the worker's prior record, and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for the day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used or kept on the employer's premises.
3. Excessive absence or tardiness will not be permitted. Excessive absence is defined as five consecutive days of un-excused absences.
4. Housed Workers shall maintain their living quarters to OSHA standards posted on the property and shall promptly report any problems to the employer.
5. Housed Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.
6. Workers living in employer's housing may not separate or move bunk beds.
7. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.
8. Workers may not repeatedly drop paper, cans, bottles or other trash in fields, packing house or housing area. Trash and waste receptacles must be used.
9. Workers cannot enter areas of the employer's premises (except the worker's assigned work area/field or the worker's own housing unit) without permission of the foreperson/supervisor in charge.
10. Workers may not enter employer's premises (except their own housing) without authorization - at times other than the hours the employee is scheduled to work.
11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.
12. Workers may not abuse break periods which may be provided, or take unauthorized breaks from work.
13. Workers may not deliberately restrict production.
14. Workers may not engage in horse-play, scuffling, throwing things, wasting time or loitering during work hours.
15. Workers may be discharged for fighting on the employer's premises at any time.
16. Workers may not post or remove any notices, signs or other instructions from the employer's property.
17. Workers may be discharged if they steal from fellow workers or from the employer.
18. Workers may not falsify personnel, medical, production or other work-related records.
19. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or employees.
20. After the training period, workers must keep up with fellow workers and not detrimentally affect other workers' productivity.
21. Workers may not commit acts of insubordination.
22. Workers may not interrupt other workers rest/sleep period by excessive or unnecessary noise or commotion.
23. No guests are allowed to remain at housing unit or on the employer's property after 10:00 p.m. except on Saturday & then not past 12:00 midnight.
24. Workers may not engage in indecent, immoral or illegal conduct on the employer premises.
25. No firearms or weapons may be brought onto the employer's premises at any time.
26. Worker shall not tamper with or remove the batteries from smoke detectors, and shall immediately report the need for new batteries to their supervisor if same becomes know to that worker.
27. Workers may not remove any item from housing that belongs to someone else or belongs to their employer.
28. Workers must report any use of the fire extinguisher or malfunctioning smoke detector to their supervisor immediately.

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AGRICULTURAL WORK AGREEMENT

Employer: WESTLAKE TREE FARMS

Employee: _____

1. The employee agrees to diligently and faithfully perform all the assigned duties within the job description under the direction of the employer's supervisors, which are: Erect farm fence using post hole diggers Fell & wrap trees Plant fertilize trim & water trees Use hand tools Tend to evergreen trees Load & unload tools, equipment, materials & trees Farm, field & shed sanitation Constant bending & heavy lifting up to 100 lbs.
2. Name, Address, Telephone Number and Place of Work: WESTLAKE TREE FARMS, 610-469-6913, POTTSTOWN, PA 19465
See Access for individual physical locations of housing.
3. Location of Employee on Date Accepted Job Offer: _____
4. Home Country: ME
5. Wage: See ETA 790.
6. Area of Employment: Work performed in: Chester County, PA
7. Period of Employment: Starting: _____ and ending at end date of certification, unless another ending date applies.
8. Full Crop Commitment:
This is regular work for the full period of employment. Excepting holidays, the employee agrees to report to work for the employer at 6:00am, M-F and on Saturday at 6:00am (5 hours on Sat.) until the ending date on the ETA 790. Employee understands that if she/he quits or is terminated for cause prior to the completion of the employment period, she/he may not be eligible for rehire in the future unless the termination is a mutual agreement between the employer and employee.
9. Work Rules, Discipline and Termination: A copy of the work rules will be provided to worker no later than first day of work. Work rules are intended to provide guidance to workers of the standards of conduct expected. Violation of rules or other lawful job-related employer requirements will be considered grounds for termination. In cases of less serious violations, workers will be penalized - such as suspension from work without pay for up to three days. Workers are expected to comply with all rules relating to discipline, attendance, work quality & quantity & the care & maintenance of all property.
10. WARNING: If you quit, your job ends, or you are terminated from work you must exit the U.S. within 10 days unless an extension is made or you transfer to another certified employer.
11. WARNING: To foreign guest workers/ visa holders: If you have paid a 'prohibited' fee you will be unable to begin work & Employer will pay your trip home. Do NOT sign this document if you have paid or intend to pay a 'prohibited' fee to get this job or as a condition of obtaining this job opportunity. If you have paid any money to get this job or job opportunity or to get on a list you must IMMEDIATELY tell the employer prior to your first day of work. Any H2 visa employer is restricted by law from hiring you if you have paid any money to get this job opportunity, to get on a list, or for this job. If so, your employer must report this to the government. If you sign this document you are making a representation that you have not promised to pay or paid ANY money to recruit you, you have paid NO fee to anyone for assistance to process for a visa, have paid NO fee to get on a list to obtain a visa, & paid NO fee to any party as a condition of obtaining this job opportunity. Permitted fees are those you voluntarily make to obtain the services of an independent facilitator to help you in matters with the Consulate, travel, passport, access to the Internet, tax advice, lodging, and so forth.

(SIGN)

Employee (date)

Employer (date)

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BY:

Westlake Tree Farms Pottstown, PA needs 5 temp farmworkers 03/20/12 to 12/20/12. \$10.34hr 35 hr week 5am-noon M-F & 5 hr Sat. Erect farm fence using post hole diggers. Fell & wrap trees. Plant, fertilize trim & water trees. Use hand tools. Tend to evergreen trees. Load & unload tools, equipment, materials & trees. Constant bending & heavy lifting up to 100 lbs. All tools supplies equipment provided at no cost No exp ed or training req'd. 3/4ths average of 40 hrs/wk guaranteed. Housing provided at no cost if outside commuting area. Transportation & subsistence in route paid when 50% of work completed & same when work ends Report to nearest PA SWA office or fax resume to: 717-705-5394 JO#

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BY:.....