



MIGRANT LABOR WORKER AGREEMENT

The information requested on this form is required under Wis. Stat. § 103.915 and Wis. Admin. Code Ch. DWD 301 to employ a migrant worker into the state of Wisconsin. Per Wis. Stat. § 103.915(2), an Employer/Migrant Labor Contractor may elect not to use this form; however, if this form is not used, the Employer/Migrant Labor Contractor must use a form approved by the Department of Workforce Development ("DWD").

Personal information you provide may be used for secondary purposes. Providing your social security number (SSN) is required so the Department can verify that the Employer/Migrant Labor Contractor is making the required payroll deductions and tax statements.

Note: Pursuant to Wis. Admin. Code § DWD 301.05(8)(b), Migrant Labor Worker Agreement/Contracts shall be maintained for 3 years and made available to the Worker or DWD for inspection upon request. A copy of the written recruiting disclosure statement required under Wis. Stat. § 103.915(1)(a) should also be maintained with this form and available for inspection.

1.Worker Information:

Worker Name: _____
Permanent Address: _____
Telephone Number: _____
Social Security Number: _____

2. Employer/Migrant Labor Contractor Information:

Employer Name or Migrant Labor Contractor (also known as "recruiter"): _____
Permanent Address: _____
Telephone Number: _____

Place of Employment:

List work site(s) address(es): _____
If more than one address, attach a complete list: _____

3. Kind of Work Available (Job Description and Crops)

☐ Planting ☐ Cultivating ☐ Harvesting ☐ Handling crops ☐ Drying ☐ Packing ☐ Packaging

☐ Processing ☐ Freezing ☐ Grading or storing any agricultural or horticultural commodity in its unmanufactured state.

Position recruited: _____
Position hired: _____
Type of crop(s): _____

4. Applicable Wage Rates:

☐ Hourly Wage Guarantee: \$ _____

Note: Worker can be paid no less than the Hourly Wage Guarantee

☐ Piece-Rate Wage Guarantee
\$ _____ per hour _____ or per crop _____
(If necessary, attach schedule)

Note: If the Worker is paid on a piece rate basis, the Employer/Migrant Labor Contractor must specify a guaranteed hourly rate at the time of recruitment.

5. Bonuses

Bonus Arrangement, if any: ☐ Yes ☐ No
Specify under what conditions bonus will be given _____

(If necessary, attach bonus conditions)

Note: Bonuses may not be conditioned upon the Worker continuing to work "until the end of the harvest." A bonus may be conditioned on a Worker continuing to work up to 7 days beyond the approximate ending date in the work agreement.

6. Pay Period:

- ☐ Weekly
☐ Bi-weekly

7. Approximate Hours of Employment:

Work Hours:

Per day: _____ Per week: _____ (i.e. 8 – 12 hours per day and 32-50 hours per week)

_____ Straight Time _____ Overtime, after ____ number of hours

Work Days- Circle all that apply:

S M T W T F S

8. Term of Employment:

Approximate Beginning Date: _____

Approximate Ending Date: _____

Actual Start Date: _____

9. Housing:

Housing Provided by Employer/Migrant Labor Contractor? ☐ Yes ☐ No

Number of person(s) in the family provided with housing: _____

If housing provided, answer the following and attach the housing rules:

☐ Dormitory ☐ Single Family ☐ Mobile Home ☐ Hotel ☐ Apartment

Cooking Facilities:

☐ No kitchen ☐ Common kitchen with stove, oven, refrigerator and sink ☐ Central mess only

☐ Single family: kitchen with stove, oven, refrigerator and sink

Restroom and Shower:

☐ Single Family ☐ Common Use

Laundry Facilities:

☐ Washer ☐ Dryer

Maximum Number of Persons:

☐ For families: _____ Maximum number of persons allowed to occupy assigned housing unit

☐ For single workers: _____ Maximum number of persons allowed to occupy assigned sleeping area

☐ Cost for housing (including specified amenities) \$ _____

If the meal costs will be deducted from pay, explain the rate of payroll deduction. _____

Describe how housing cost is calculated (e.g., per person, per day, per contract term)

10. Meals:

Meals provided by Employer/Migrant Labor Contractor? ☐ Yes ☐ No

List the meals provided: _____

Cost \$ _____

Describe how meal cost is calculated (e.g., per meal, per day, per contract term)

Meals will be provided throughout the period of the contract term unless otherwise specified. List any circumstances under which the meals listed above will not be provided: _____

If the meal costs will be deducted from pay, explain the rate of payroll deduction. _____

11. Transportation to the place of employment:

Transportation provided by Employer/Migrant Labor Contractor? ☐ Yes ☐ No

Mode

☐ Bus ☐ Van ☐ Airplane ☐ Own transportation (automobile, truck)

Note: Transportation provided by the Employer/Migrant Labor Contractor between the Worker's places of residence shall be safe and adequate.

Cost \$ _____

If cost will be deducted from pay, explain the rate of payroll deduction: _____

Describe how cost for transportation is calculated (e.g., per ride, per pay period, per contract term)

12. Worker's Family Information:

Are family members employed by the same Employer/Migrant Labor Contractor? ☐ Yes ☐ No

☐ If yes, list names of all working family employed: _____

☐ Are there family members over the age of 6? ☐ Yes ☐ No

Note: Housing used for a family with one or more children over 6 years of age shall have a room or partitioned sleeping area for the spouses. The partition shall be of rigid materials and installed so as to provide reasonable privacy.

14. Labor Disputes

Have there been wage complaints filed against the Employer/Migrant Labor Contractor with the United States Department of Labor – Wage & Hour Division or the DWD – Equal Rights Division within the last 2 years?

☐ Yes ☐ No

If yes, explain: _____

15. Work Guarantee: The minimum work guarantee shall cover the period from the date the Worker is notified by the Employer to report for work, which date shall be no later than 10 days from the Approximate Beginning Date specified above in Section 8. or the date the Worker reports for work, whichever is later, and continue until the date of the final termination of employment, which date shall be no sooner than 7 days before the Approximate Ending Date specified above in Section 8., or earlier if the Worker is terminated for cause or due to seriously adverse circumstances beyond the Employer/Migrant Labor Contractor's control.

If a Worker is notified by the Employer/Migrant Labor Contractor to report for work or is employed prior to the Approximate Beginning Date, the period of employment and the guarantee of minimum work shall begin on the date the Worker is notified to report for work or the date the Worker reports for work, whichever is later, and shall continue until the final termination of employment, as specified above, signed at the time of recruitment, or earlier if the Worker is terminated for cause or due to seriously adverse circumstances beyond the Employer/Migrant Labor Contractor's control.

If the beginning or ending period of employment does not coincide with the Employer/Migrant Labor Contractor's pay period, the Employer/Migrant Labor Contractor may reduce the guarantee for such beginning or ending period to an amount that is equal to the number of days in the beginning or ending period of employment multiplied by one-sixth of the guarantee if the Employer/Migrant Labor Contractor's guarantee is on a weekly basis or multiplied by one-twelfth of the guarantee if the Employer/Migrant Labor Contractor's guarantee is on a biweekly basis.

Work Guarantee:

Agricultural ☐ 45 hours/2 weeks

Non-Agricultural ☐ 20 hours/week or ☐ 64 hours/2 weeks

☐ At the time of my recruitment, I was provided a written recruiting disclosure statement containing the information provided in this agreement.

☐ I understand that if I am not available for work, the Employer/Migrant Labor Contractor may reduce the minimum guarantee by an amount equal to the wages I would have earned had I been available.

☐ I hereby understand and accept the conditions and terms of employment as described herein and I have received a copy of the work agreement.

Worker Signature

Date Signed

☐ I hereby certify that this work agreement describes the terms and conditions of employment and those terms and conditions of employment are not less favorable than those provided local workers for similar work.

Employer/Migrant Labor Contractor Name: <hr/>	Date Signed
Signature _____	

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