

Hello Angelica!

Could you please reference the following comments & questions during the Migrant Council meeting tomorrow, which are in reference to the new Migrant Labor Worker Agreement during the appropriate discussion period? I hope that the following does not appear to be “over-thinking”, but it has been my experience that these points would and have been specifically required by the inspectors in the past. We could indicate that there are points to be left vague, but then all involved need to be OK with that. Thank you so much for communicating the following feedback – it is greatly appreciated! I will welcome any follow up questions if needed. My direct extension is (715) 716-4979.

Regards,

Erica Kunze – Sr. HR & Safety Manager, Lakeside Foods – New Richmond, WI.

MIGRANT LABOR WORKER AGREEMENT REVISION – questions/comments

Section # 3:

Should there be separation of jobs in the manufacturing/processing industry – does it matter if position handles product prior to processing (raw product vs. cooked product)? “Grading or storing any agricultural or horticultural commodity in its unmanufactured state” may not cover all of the categories associated to job tasks designated for product – ex; machine operator could be raw product machine operator or cooked product machine operator. Regarding Field based work, should we differentiate between operating equipment in the field or manual labor directly in field (harvest operator vs. manually harvesting or picking the product)? How do “position recruited” and “position hired” differ?

Section # 4:

I believe that most employers offer wage detail or a wage associated with specific positions which should be in an attachment – there should be a check box for wage attachment included, just as there should for bonus attachment in Section # 5. These are both areas that offer explanation which won’t fit on agreement. Should there be an “N/A” or Not Offered” box to check under Piece-Rate Wage Guarantee?

Section # 7:

Include more space for entry because I believe that often an employer will have an incremental span of time – ex; 10 – 20 hours.

Section # 8:

Perhaps include language that references explanation to start and end date terms in Section #15 – ex; “Reference Section # 15 for detail on start & end dates”????

Section # 10:

“If the meal costs will be deducted from pay, explain the rate of payroll deduction” seems redundant to providing the cost of the meal which is required in this section also. Perhaps a check box to include that this is a cost deducted from payroll

Section # 11:

Transportation provided by Employer is fairly vague. For instance, we provide transportation to and from the airport or bus depot to the housing facility, but not transportation to and from the plant on a daily basis as our plant and housing are right next to each other. Should there not be some separation of this? Also, cost is not specific as it is based on the fee that the company is being charged for each ticket fee.

(Bottom of Contract – above worker signature):

What is “a written recruiting disclosure statement”?

Additional note – I do not see a requirement to list all potential payroll deductions. There are some payroll deductions that do not fall under housing cost, transportation cost, etc. Examples of these would be housing damage cost, safety shoes purchased off of shoes truck (paid initially by employer, etc.

My hope is that this can all be included on a one-page document, as there needs to be a (2-3)-part copy made on each agreement. Also, would it be possible to get a final expected date of completion on the revised agreement? The recruitment time is fast approaching – I would recommend not pushing the final date of completion past the end of February.