



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

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

**Agricultural and Food Processing Clearance Order ETA Form 790  
Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

<b>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)</b>  <b>Battiato Farms                      c/o Frank Battiato</b> <b>555 Quaker Neck Road</b> <b>Salem, NJ 08079</b>  <b>FEIN: 20-2536624</b>	<b>Nos. 4 - 8 for STATE USE ONLY</b> <b>Números 4 a 8 para USO ESTATAL</b>	
	<b>4. Industry Code/Código Industrial</b>  <b>111988</b>	<b>5. Job Order No./Num. de Orden de Empleo</b>  <b>NJ0839548</b>
<b>6. Occupational Title and Code /Título Ocupacional y Código</b> <b>45-2092.02 Farmworkers and Laborers-Crop</b>		
<b>7. Clearance Order Issue Date / Fecha de Trámite</b> <b>Dec 11, 2012</b>		
<b>8. Job Order Expiration Date / Fecha de Expiración</b> <b>Jul 1, 2013</b>		
<b>9. Anticipated Period of Employment / Período Anticipado de Empleo</b> <b>From/ Desde: Feb 28, 2013 To/Hasta: Nov 1, 2013</b>		
<b>Telephone number/Teléfono: (856) 308-6895      Fax:</b>	<b>10. No. of Workers Requested / Num. de Trabajadores Solicitados</b> <b>26</b>	
<b>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</b> <b>555 Quaker Neck Road Salem, NJ 08079</b> <b>From Pennsville, NJ take Rt. 49 into Salem. Turn Left onto S. Broadway/Rt. 49 and go 1.5 miles. Turn Left on Market St. 1/4 mile, Turn Right on Grant St. Go 2 miles and the farm is on the Right. There is a white house with a big red barn marked 555 on mailbox.</b>	<b>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40</b>  <b>Sunday / Domingo .0      Monday / Lunes .8</b> <b>Tuesday / Martes .8      Wednesday / Miércoles .8</b> <b>Thursday / Jueves .8      Friday / Viernes .8</b> <b>Saturday / Sábado .0</b>	
<b>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</b>	<b>12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:</b>  <b>Employer / Empleador      Yes/Si <input checked="" type="checkbox"/> No <input type="checkbox"/></b> <b>Local Office / Oficina Local      Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/></b>	
<b>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</b> <b>510 Quaker Neck Road Salem, NJ 08079</b> <b>From Pennsville, NJ take Rt. 49 into Salem. Turn Left onto S. Broadway/Rt. 49 and go 1.5 miles. Turn Left on Market St. 1/4 mile, Turn Right on Grant St. Go 2 miles and the housing is on the left, housing is 2.5 story, stone front, home with stucco sides, has 8 bedrooms and 2 bathrooms, housing is appropriate for 30.</b>		
<b>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</b>		

**13. Board Arrangements / Arreglo de Alojamiento**

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities

**14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos**

Interested workers may contact Frank Battiato for an interview Monday - Friday 8:00 am to 5:00 pm by phone at (856) 308-6895 or by mail at:  
Battiato Farms  
c/o Frank Battiato  
555 Quaker Neck Road  
Salem, NJ 08079

**15. Job Specifications / Especificaciones del Trabajo**

Drives and operates farm machinery to plant, cultivate, and harvest vegetables. Attaches farm implements, such as plow, planter, fertilizer applicator, and harvester to tractor and drives tractor in fields to prepare soil and plant, fertilize, and harvest crops. Thins, hoes, and weeds row crops, using hand implements. Must have 3 months minimum experience driving tractor.

Las impulsiones y funcionan la maquinaria de granja para plantar, para cultivar, y vehículos de la cosecha. Los agregados cultivan los instrumentos, tales como arado, plantador, aplicador del fertilizante, y máquina segador al tractor y a las impulsiones el tractor en los campos para preparar el suelo y la planta, fertiliza, y cosecha cosechas. Enrreace, las azadas, y las cosechas de fila de las malas hierbas, usando los instrumentos de la mano. Debe tener 3 meses de experiencia mínima el conducir del tractor.

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	Hourly Wage	Piece Rate / Unid(a)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period Periodo de Pago
				Deducciones			
Peas	\$ 10.34	\$		Social Security Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Spinach	\$ 10.34	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cucumber	\$ 10.34	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Pickles	\$ 10.34	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Beil Pepper	\$ 10.34	\$		Other (specify) Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago  
 Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to worker found to have been responsible for damage to housing or furnishings. See Attachment #16

(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**

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from which the worker came to work for the employer to the place of employment.

(If additional space is needed, use separate sheet of paper. / Si necesitas mas 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 esta(os) tipo(s) de cosecha(s)? Yes / Si  No

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

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

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

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

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

NONE





## **ETA 790 Attachments**

for

**Battiato Farms, Inc.**

**555 Quaker Neck Rd.**

**Salem, NJ 08079**

**(856) 308-6895**

### **ITEM # 2, LOCATION AND DIRECTIONS TO WORK SITE:**

#### **Address to the worksite:**

555 Quaker Neck Road Salem, NJ 08079

#### **The directions to the work site are:**

From Pennsville, NJ take Rt. 49 into Salem. Turn Left onto S. Broadway/Rt. 49 and go 1.5 miles. Turn Left on Market St. 1/4 mile, Turn Right on Grant St. Go 2 miles and the farm is on the Right. There is a white house with a big red barn marked 555 on mailbox.

### **ITEM # 3, LOCATION AND DESCRIPTION OF HOUSING:**

#### **Address of housing:**

510 Quaker Neck Road Salem, NJ 08079

#### **Directions to housing are:**

From Pennsville, NJ take Rt. 49 into Salem. Turn Left onto S. Broadway/Rt. 49 and go 1.5 miles. Turn Left on Market St. 1/4 mile, Turn Right on Grant St. Go 2 miles and the housing is on the left. Housing is 2.5 story, stone front, home with stucco sides, has 8 bedrooms and 2 bathrooms, housing is appropriate for 30.

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Workers may be reached at the following address and phone number:

ADDRESS: 510 Quaker Neck Road Salem, NJ 08079

PHONE: (856)308-6895

**ITEM # 11, ANTICIPATED HOURS OF WORK**

8 hours of work per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath or Federal holidays

**ITEM # 13, BOARD ARRANGEMENTS: (check appropriate boxes)**

- Employer will provide 3 meals per day and will charge the worker \$        per day.
- Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals.
- Employer will provide (on a voluntary basis) transportation to assure workers access to Stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

**ITEM # 14, REFERRAL INSTRUCTIONS: (Include here who an applicant or State Employment Service Representative should contact concerning employment and how that person may be reached)**

Interested workers may contact Frank Battiato for an interview by phone at (856) 308-6895 or by mail at: Battiato Farms c/o Frank Battiato 555 Quaker Neck Road, Salem, NJ 08079

**ITEM # 15 JOB SPECIFICATIONS: (Include here any general crop conditions and work duties not listed on ETA 790, Item #11)**

Drives and operates farm machinery to plant, cultivate, and harvest vegetables. Attaches farm implements, such as plow, planter, fertilizer applicator, and harvester to tractor and drives tractor in fields to prepare soil and plant, fertilize, and harvest crops. Thins, hoes, and weeds row crops, using hand implements. Must have 3 months minimum experience driving tractor.

Las impulsiones y funcionan la maquinaria de granja para plantar, para cultivar, y vehículos de la cosecha. Los agregados cultivan los instrumentos, tales como arado, plantador, aplicador del fertilizante, y máquina segador al tractor y a las impulsiones el tractor en los campos para preparar el suelo y la planta, fertiliza, y cosecha cosechas. Enrarece, las azadas, y las cosechas de fila de las malas hierbas, usando los instrumentos de la mano. Debe tener 3 meses de experiencia mínima el conducir del tractor.

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

Training will be provided for 2 days. Worker will be expected to meet the following production standards if applicable: (list the production standards for each activity if production standards

are applicable)

**ITEM #16, WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

The Adverse Effect Wage Rate ("AEWR") of \$ 10.34, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment, whichever is greatest, will be the minimum rate of pay for all employees. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

**This job offer includes the following crop activities and rates of pay per unit: (Include all crops and activities not listed on ETA 790, Item #9, along with piece rates and units of measure)**

Crop Activity	Flat Rate ( i.e., hr. wk.)	Piece Rate	Unit	Est. Hourly Equiv. C/L	Wage Rate
Plum Tomatoes	\$10.34/hr.				
Yellow Squash	\$10.34/hr.				
Sweet Corn	\$10.34/hr.				

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

The employer will \_\_\_\_\_ OR will NOT XXX pay the worker a bonus of \$ \_\_\_\_\_, based on \_\_\_\_\_.

**Payroll Periods** will be XXX weekly OR \_\_\_\_\_ twice MONTHLY. Workers will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, and all deductions. The statements will comply with 20CFR 655.122(j)-(m).

**Employer guarantees to offer employment for a minimum of 3/4 of the workdays** of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at place of employment and ending on the expiration date specified in the work contract or extensions thereof. In an ACT of GOD termination, the 3/4 guarantee period ends on the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable in accordance with 20 CFR 655.122(0)

Employer will provide a worker referred through the interstate clearance system a full week's work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system for the first week starting with the originally anticipated date of need. If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above mentioned assurance. Alternate work may be provided if the guarantee cited in this section is invoked.

The employer will provide **WORKER'S COMPENSATION INSURANCE**, at not cost to the worker, covering injury and disease, arising out of and in the course of, the worker's

employment.

**ITEM #16 Cont. WAGE RATES, SPECIAL PAY INFORMATION & DEDUCTIONS:**

Employer will not deduct for Federal Taxes for foreign workers, but will make the following deductions: Advances \_\_\_\_\_ Meals \_\_\_\_\_ Other XXX Explain: Reasonable repair costs of damage, other than normal wear and tear, may be charged to worker found to have been responsible for damage to housing or furnishings

No deductions will be made which will bring the employee's hourly wage below the Federal Minimum Wage. (Reference: Internal Revenue Service, Publication 51 Circular A, Agricultural Employer' Tax Guide).

Employer will provide worker referred through the Interstate clearance system 40 Hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 10.34 / hr. for the first week starting with the originally anticipated date of need. Employer will \_\_\_\_\_ will not XXX require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: \_\_\_\_\_

If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

**ITEM #17 TRANSPORTATION ARRANGEMENTS**

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced and/or reimbursed to the worker.

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$11.13 per 24-hour period of travel and the maximum amount will be \$46.00 per day with receipts as the maximum amount to be reimbursed for their transportation subsistence expenses) from place of employment to place of recruitment, except when the worker will not be returning to place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

Free transportation will be provided to and from the housing to the work site each day.

**CLEARANCE ORDER ASSURANCES**  
**(20 CFR 653.501)**

By filing and interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in Item #9 of the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay workers recruited through this Clearance Order the rate specified in the Clearance Order for the first weeks starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.
2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employer (FLCE) on the order, has a valid FLC certificate or FLCE identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in Item #3 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.



\_\_\_\_\_  
SIGNATURE OF EMPLOYER

12-6-12  
DATE

## **OTHER CLARIFICATIONS AND ASSURANCES:**

**ASSURANCE:** The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135., 20 CFR 653.107

**EXTENSION OF EMPLOYMENT:** 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.

**TERMS AND CONDITION CHANGES:** The employer will expeditiously notify the order holding office or the 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.

**OUTREACH WORKERS:** Outreach workers shall have reasonable access to the worker in the conduction of outreach activities pursuant to 20 CFR 653.501 and 20 CFR 653.107.

**CONTRACT IMPOSSIBILITY:** The employer will terminate the work contract of any worker whose services are no longer required for due to an ACT of GOD. In the event of such termination, the employer will be bound by the 3/4's guarantee from the first work day after arrival to the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law as applicable in accordance with 20 CFR 655.122(0)

**TERMINATIONS:** The employer may terminate the worker with notification to the Employment Service, if the worker: (a) refuses work without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (fails, after completing any training or break-in period, to reach productions standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an ACT of GOD, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

**EMPLOYER FURNISHED TOOLS AND EQUIPMENT:** The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

**INJURIES:** The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

**PROOF OF CITIZENSHIP:** All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

**AGRICULTURAL WORK AGREEMENT:** A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on

the day work commences.

**NUMBER OF WORKERS:** The employer expects the total number of workers to be used in this occupation to be 26 , of which 26 will be H2-A workers for which certification is requested, and the balance will be domestic workers. These numbers are only estimates, as the total workforce needs are dependent upon weather, crop conditions, and worker availability.

**OTHER:** The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

**TRAINING:** Training will be provided for 2 days. Worker will be expected to meet the following production standards if applicable: *(list the production standards for each activity if production standards are applicable)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

**WORK RULES**  
**for**  
**Battiato Farms, Inc.**

These work rules are not intended to be a complete list of rules. However, these work rules will help provide guidance to workers concerning standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for termination of the worker's employment. Penalties such as suspension from work opportunity for the remainder of the day, or for up to three days, may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality, effort, and the care and maintenance of all property provided to them by the employer.

1. Workers must follow the supervisor's instructions. Insubordination or failure to regard authority will not be tolerated.
2. The employer will train workers in all aspects of planting and harvesting of crops (as specified in Item #15, Job Specifications) for (2) days (16 working hours).
3. Workers who do not perform work as per supervisor's instructions may be suspended without pay for the remainder of the work day or for up to (5) days at one time. This is the sole judgment of the supervisor, depending upon the degree and seriousness of the infraction. The worker's prior record and other relevant factors will be considered before any disciplinary action is taken.
4. No use or possession of beer, liquor, unlawful drugs or weapons is permitted during work time or during any work day before work is completed for the day (such as during meals). Workers may not report to work under the influence of alcohol or drugs. Illegal drugs may not be used or kept on any employer premises, including housing. Use or possession of illegal drugs, failing or refusing to take a drug test, excessive use of alcohol, will usually result in immediate termination.
5. Employees are expected to be present, able, and willing to perform the assigned work every scheduled work day before work is completed for the day. This is not sporadic or "day work". Excessive absences will not be tolerated. Excessive absences is considered five (5) consecutive days of un-excused absences or five (5) absences in a 30 day period.
6. Workers shall maintain any living quarters provided to them in a clean and consistent manner. Workers will cooperate with other workers assigned to such housing and agree to assist in maintaining common kitchen and living areas.
7. 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.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen and living areas.
9. Workers may not drop paper, cans, bottles or other trash in fields, packing house area or on housing premises. Trash and waste receptacles must be used.
10. Workers may not leave the field or other assigned work areas without permission of employer or supervisor.