



U.S. Department of Labor  
Employment and Training Administration

OMB Control No. 1205-0134  
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790  
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)  
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Pro-X Builders Inc. 201 West Carmel Circle Sioux Falls, SD 57108</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 46-1765612</p> <p>b) Telephone Number / Número de Teléfono: 361-455-1526</p> <p>c) Fax Number / Número de Fax: N/A</p> <p>d) E-mail Address / Dirección de Correo Electrónico: shawn@pro-xbuildersinc.com</p>	<p><b>Nos. 4 through 8 for STATE USE ONLY</b> <b>Números 4 a 8 para USO ESTATAL</b></p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>9676 Lower Lake Rd Barker, NY 14012</p> <p>Directions: From Albany, NY head northwest on NY-5 W/Washington Ave toward Hawk St, slight right onto Central Ave, take the 1st right onto Henry Johnson Blvd, continue onto Rte 90 N, take the I-90 ramp to Buffalo/Boston, keep left at the fork, follow signs for Interstate 90 W and merge onto I-90 W, continue on I-90 W to Ogden, merge onto I-90 W, keep left to stay on I-90 W, take exit 45 for I-490 toward Rochester, exit 45 turns slightly right and becomes I-490 W, take the NY-531 W exit toward Spencerport/Brockport, continue onto NY-531 W, take NY-104 W and NY-18 W to Carmen Rd in Somerset, turn right onto NY-35 N, turn left onto NY-31 W/Slate Rte 31 W, turn right onto NY-260 N, turn left onto NY-104 W, turn right onto Peter Smith Rd, turn left onto NY-18 W, See ETA 790 Attachments.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45209900</p> <p>5. Job Order No. / Num. de Orden de Empleo: NY1121519</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Agricultural Workers, All other</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>Sunset Motel 4054 W Main St Rd Batavia, NY 14020</p> <p>Directions: From Albany NY, get on I-191 S from Eagle St and Madison Ave, head South east on Washington Ave toward Eagle St, Washington Ave turns slightly right and becomes Eagle St. Continue straight to stay on Eagle St, turn left onto Madison Ave continue straight to stay on Madison Ave, turn right to merge onto I-191 S toward New York State Thruway, follow I-90 W to Park Rd in Batavia. Take exit 44 from I-90 W, merge onto I-191 S, take exit 1 toward I-191 S/44 road. Keep right at the fork to continue on East 24 - 81, follow signs for Interstate 191 North toward Buffalo and merge onto I-191 N, toll road. Continue onto NY-81 S/44 toll road, merge onto I-90 W, toll road. Take exit 44 for NY-80 toward Batavia, park at 4054 road. Continue on Park Rd. Drive to NY-5 W in Batavia continue straight onto Park Rd (signs for New York 54 Schenectady New York 82 New York 310 Batavia). Park at road, turn left to stay on Park, See ETA 790 Attachments</p> <p>a) Description of Housing / Descripción de la vivienda: Licensed and permitted motel</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 866-477-9757</p> <p>a. 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). 866-477-9757</p>
	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 3/20/2015</p>
	<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 8/6/2015</p>
	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 03/19/2015 - To / Hasta: 12/23/2015</p>
	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: X 10 (see p-7 of attachment) mb 3/20/15</p>
	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo <sup>0</sup> _____ Thursday / Jueves <sup>8</sup> _____ Monday / Lunes <sup>8</sup> _____ Friday / Viernes <sup>8</sup> _____ Tuesday / Martes <sup>8</sup> _____ Saturday / Sábado <sup>0</sup> _____ Wednesday / Miércoles <sup>8</sup> _____</p>
	<p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: None</p>
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Pro-X Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

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14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

The employer will provide the workers with 3 meals a day and deduct \$11.58 per day.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Referrals will be accepted from any source including other applicants, workforce agency personnel, walk-ins, gate hires etc.

Workers may also contact our office at 201 West Carmel Circle, Sioux Falls, SD 57108 (251)287-4981 and/or contact the local Workforce office during regular hours and submit an application ~~or resume~~.

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16. Job description and requirements / Descripción y requisitos del trabajo:

On farms, unload materials, lay out lumber, tin sheets, trusses and other components for building livestock confinement structures. Build and erect walls and trusses. Lift tin sheets to roof and sheet walls, install doors and caulk structure. Clean up job sites. Must be able to lift and carry 75lbs/75yds.

En las granjas, descargar los materiales, exponer la madera, hojas de lata, armaduras y otros componentes de construcción para edificios de confinamiento para animales. Construir y levantar paredes y muros. Levantar hojas de estaco en las paredes y techo de lamina, instalar puertas y estructura de masilla. Limpia el sitio de trabajo.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es así, número de meses de experiencia: one

2. Check all requirements that apply:

- |   |  |
|---|--|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos   | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales                          |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor                           | <input type="checkbox"/> Drug Screen / Detección de Drogas   |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará                   | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente                   |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos                           | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos                                   |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas  | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia                  |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>75</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Ferialdos no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos                |  |

17. 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/ Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Construction of livestock buildings	\$ 11.26	\$		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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly / Mensual
							Other / Otro
							<input type="checkbox"/>

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18. More Details About the Pay / Mas Detalles Sobre el Pago:

None.

19. Transportation Arrangements / Arreglos de Transportación

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

\$11.86

The employer will also provide advance subsistence at a minimum amount of ~~\$44.58~~ per 24-hour period of travel from the place of recruitment to the place of employment (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.

See ETA 790 Attachment. *Maximum daily subsistence (w/ receipts) the employer will provide to workers is \$46.*  
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20. 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 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," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

\$11.26 per hour for all worksites.

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si  No

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si  No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si  No

24. 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.

25. List any strikes, 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.

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí  No

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27. 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.

Shawn Bartow, President

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador



Employer's Signature / Firma y Título del Empleador

1-15-15

Date / Fecha

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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job 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 (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job 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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

#### DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las Instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

See ETA 790 Attachments.

**20 CFR 653.501  
Assurances**

**INTRASTATE AND INTERSTATE CLEARANCE ORDER**

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions 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 agrees to expeditiously notify the OHO 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 employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Shawn Barlow Date: 1-15-15

Employer's Signature 

**Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.**

Attachments to ETA 790

Job Order Number NY1121519

**ITEM 1-EMPLOYER'S NAME AND ADDRESS**

Pro-X Builders Inc.  
201 West Carmel Circle  
Sioux Falls, SD 57108

**ITEM 2- LOCATION AND DIRECTIONS TO WORK SITE:**

9676 Lower Lake Rd  
Barker, NY 14012

Directions: From Albany, NY head northwest on NY-5 W/Washington Ave toward Hawk St, slight right onto Central Ave, take the 1st right onto Henry Johnson Blvd, continue onto Rte 9 N, take the I-90 ramp to Buffalo/Boston, keep left at the fork, follow signs for Interstate 90 W and merge onto I-90 W, continue on I-90 W to Ogden, merge onto I-90 W, keep left to stay on I-90 W, take exit 45 for I-490 toward Rochester, exit 45 turns slightly right and becomes I-490 W, take the NY-531 W exit toward Spencerport/Brockport, continue onto NY-531 W, take NY-104 W and NY-18 W to Carmen Rd in Somerset, turn right onto NY-36 N, turn left onto NY-31 W/State Rte 31 W, turn right onto NY-260 N, turn left onto NY-104 W, turn right onto Peter Smith Rd, turn left onto NY-18 W, turn right onto Carmen Rd.

**ITEM-3 LOCATION AND DESCRIPTION OF HOUSING:**

Sunset Motel  
4054 W Main St Rd  
Batavia, NY 14020

Directions: From Albany NY, get on I-787 S from Eagle St and Madison Ave, head Southeast on Washington Ave toward Eagle St, Washington Ave turns slightly right and becomes Eagle St. Continue straight to stay on Eagle St, turn left onto Madison Ave continue straight to stay on Madison Ave, turn right to merge onto I-787 S toward New York State Thruway. Follow I-90 W to Park Rd in Batavia. Take exit 48 from I-90 W, merge onto I-787 S, take exit 1 toward I-87 toll road. Keep right at the fork to continue on Exit 24 - 61, follow signs for Interstate 87 N/Montreal/Buffalo and merge onto I-87 N, toll road. Continue onto NY-915H, toll road, merge onto I-90 W, toll road. Take exit 48 for NY-98 toward Batavia, partial toll road. Continue on Park Rd. Drive to NY-5 W in Batavia continue straight onto Park Rd (signs for New York 98 S/New York 5/New York 63/New York 33/Batavia). Partial toll road, turn left to stay on Park Rd, turn left onto NY-63 S. Turn right onto NY-5 W. Destination will be on the left.

Housing will comply with the local, State or Federal Housing Standards. ~~Reasonable repair cost of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings.~~ No smoking inside the housing. No alcohol inside or outside the housing. Workers must be fully clothed (shirt and pants) at all times when outside the housing. Workers must be polite and cooperative with neighbors and management of housing location. Workers will not maintain any romantic or sexual relationship with any person in their housing complex. Workers must maintain outside premises free of debris and trash at all times and the inside of the housing clean. Workers are to report any external or internal damages to housing within twenty-four hours. ~~Deductions will also be made for cleaning when necessary, filthy conditions or disgusting circumstances.~~ Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer.

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Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards no later than 29 days reflected on the attached ETA 790.

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

ADDRESS: 201 West Carmel Circle      PHONE NUMBER: (361) 455-1526  
Sioux Falls, SD 57108

**ITEM 4- BOARD ARRANGEMENTS:** (Check Appropriate Item(s))

Employer will provide 3 meals per day and deduct \$ 11.58 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.

**ITEM 5- REFERRAL INSTRUCTIONS:** (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)

See ETA 790 which states: Referrals will be accepted from any source. Applicants may contact our office or the local New York Workforce Development Office during regular hours.

Applicants, Workforce Agency Personnel, Walk-in, Gate Hires, etc., may:

Call for an interview during normal business hours at the number listed on the ETA 790.

Report to the farm office or worksite listed on the ETA 790.

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM 11- ANTICIPATED HOURS OF WORK:**

8 Hours per day is normal. The worker may be requested but not required to work on the Sabbath or federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

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

- (a) The Company wage is the Adverse Effect Wage Rate of \$ 11.26 the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is and will be the minimum rate of pay because it is the greatest. Employer assures that if a change in the AEWL 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 period result in an average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.~~
- (b) The employer will abide by 20 CFR 655.120(a) so that if there is an adjustment to the prevailing hourly or piece rate during the contract, the employer will pay the highest of the AEWL, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage.

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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)

N/A

(c) The following deductions will be made:

- Taxes, if applicable under Federal, State, and local law from U.S. Workers;
- FICA Taxes  FUTA Taxes  Federal Income Tax Withholding
- Advances;
- Meals;
- ~~Willful destruction of property;~~
- Other (Specify) State Taxes

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

(d) The employer will , will not , pay the worker a bonus of \$ \_\_\_\_\_, based on Quality Picking \_\_\_\_\_ End of Season \_\_\_\_\_ Other \_\_\_\_\_  
Anticipated date by which payments will be made: \_\_\_\_\_

Employer guarantees to offer employment for a minimum of ¼ 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 the place of employment and ending on the expiration dates specified in the work contract or extensions thereof. In Act of God termination, the ¼ guarantee period ends on the date of termination.

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(e) Payroll Periods will be X Weekly : ~~X~~ Bi-Weekly. ~~Workers will be paid every other week and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rate/s number of units (if piece rates are used), and all deductions. The statements will comply with 22 CFR 655.122 (j)-(m).~~

(f) Employer will provide a 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 order holding office no longer than ten (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 \$450.40, for the first week starting with the originally anticipated date of need. Employer will X, will not      require worker to perform alternative work if the guarantee cited in this section invoked. Alternated work may be provided if the guarantee cited in this section is invoked. The alternate work pay will be: general farm labor for \$11.26 per hour.

If worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least five (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 a reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) for inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for the transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

\$11.86

The employer will also provide advance subsistence at a minimum amount of \$ ~~\$11.58~~ per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice).

Worker who provide receipts for meals and non-alcoholic beverages in excess of \$ N/A will be reimbursed during the first pay period, up to the maximum amount \$ ~~N/A~~ per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

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

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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 will be the minimum amount of \$11.58 per 24-hour period of travel

\$46.00  
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and the maximum amount will be \$46.00 per day) from the place of employment to the place recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such cost, in amount of transportation payment will be equal to the most economical and reasonable similar. Free transportation will be provided from housing location to the work site and return each day.

**OTHER CLARIFICATIONS AND ASSURANCES:**

**WORKERS COMPENSATION:** The employer agrees to renew its workers compensation prior to its expiration, if it expires during the contract period.

**FARM LABOR CONTRACTOR CERTIFICATE:** If the employer is a farm labor contractor, then the employer agrees that it will renew its farm labor contractor certificates prior to their expiration.

**TERMINATIONS:** The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) Commits Serious Acts of Misconduct including: 1) Criminal Acts; 2) Dishonesty and/or Theft; 3) Willful destruction of property, including tools and housing; 4) Insubordination meaning a disregard of or disobedience to an employer's instructions; 5) Failure to follow safety standards; 6) Persistent tardiness; and 7) Negligent and/or reckless performance of job duties.; or (c) ~~fails, after completing any training or break-in period, to reach production standards when production standards are applicable.~~

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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 of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

Workers who voluntarily abandon employment or are terminated for cause, and the employer provides timely notification to National Processing Center and Department of Homeland Security; will relieve the employer of subsequent transportation, subsistence cost and the three-fourths guarantee.

**EMPLOYER FURNISHED TOOLS AND EQUIPMENT:** The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work. Crews will be responsible for vans, tools and equipment assigned to them. ~~Deductions will be taken for lost tools, misuse causing damage and destruction of tools and equipment. Vans must be kept clean and deductions will be made for necessary cleaning, damages due to misuse, and reckless operation.~~

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**TRAINING:** Training will be provided for \_\_0\_\_ days and workers will be allowed \_\_0\_\_ days to reach the production standards of the activity.

~~PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (List the production standards for each activity if production standards are applicable). N/A~~

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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.

EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED: No employment beyond the period of employment specified in the job order shall relieve the employer from paying 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 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.

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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.

CONTRACT IMPOSSIBILITY: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer assures that the three-fourths guarantee will be fulfilled for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.

In situations where a transfer is not affected, the employer will return the workers at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. ~~The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment, and pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment.~~

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The amounts the employer will pay for subsistence expenses shall be a minimum of ~~\$11.58~~ per day and a maximum of \$ 46.00 per day for workers with documentation of actual expenses. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The requirement will be nullified if the worker has contracted with a subsequent employer who has agreed to provide or pay

for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite

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: The employer will provide to <sup>all</sup> an H-2A worker, no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the worker in a language understood by the worker as necessary or reasonable. For an H-2A worker going from an H-2A employer to a subsequent H-2A employer the copy must be provided not later than the time an offer of employment is made by the subsequent H-2A employer. At a minimum, the work contract must contain all of the provision required by departmental regulations at 20 CFR sec. 655.122. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of the job order and the certified Application for Temporary Employment Certification will be the work contract.

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NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 10, of which 10 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, ~~crop conditions~~, and workers availability.

OTHER: The employer agrees to abide by the regulations at and 20 CFR 653.501. 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 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. This contract shall be interpreted and governed by the applicable Federal and State pertaining to the State of ~~Iowa~~ NY. Any disputes arising from compliance with the laws and regulations stated herein that proceed to State and/or Federal Court shall be brought in the State of Iowa. NY

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EARNINGS RECORDS: In accordance with Department regulations at 20 CFR sec. 655.122(k),: The employer will furnish to the worker on or before each payday in on ore more written statements the following information:

1. The worker's total earnings for the pay period;
2. The worker's hourly rate and/or piece rate of pay;
3. The hour of employment offered to the worker( showing offers in accordance with the Three-Fourth guarantee as determined in paragraph (i) of this section, separate for any hours offered over and able the guarantee);
4. The hour actually worked by the worker;
5. An itemization of all deductions made from the worker's wages;

6. If piece rate are used, the units produced daily;
7. Beginning and ending dates of the pay period; and
8. The employer's name, address, and FEIN.

**FIFTY PERCENT RULE:** In accordance with Department regulations at 20 CFR sec. 655.135(d): From the time the foreign workers depart for the employer's place of employment, the employer will provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract had elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification, under which the foreign worker who is in the job was hired.

**ASSURANCES AND OBLIGATIONS:** The employer hereby provides written assurance that the employer agrees to follow all of the assurances and obligations set forth in 20 CFR sec 655.135.

**H-2A LABOR CONTRACTOR-FLC AND FLCE CERTIFICATES:** The employer hereby provides written assurance that the employer will renew FLC and FLCE Certificates for registration prior to its expiration.