



**U.S. Department 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)

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)  
Dewey Produce Inc. 6997 Transit Road  
Byron, New York 14422

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:  
16-1532980

b) Telephone Number / Número de Teléfono:  
585-548-7407

c) Fax Number / Número de Fax:  
(585) 548-2743

d) E-mail Address / Dirección de Correo Electrónico:  
dew99@juno.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:  
6997 Transit Road Byron, New York 14422

From I-90 take route 98 North 3 1/2 mi., turn right onto Route 262 East, travel 3.8 mi. Turn right onto Transit Road travel 300' turn left into Dewey Produce

*EU 7/3/15*  
*Work site owned and operated by employer.*

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:  
12 South Main Street  
Elba, New York 14058

From work site: Turn right out of driveway onto Transit Rd Turn left onto Route 262 Bear right onto Ford Rd Turn Right onto Route 98 and go .9 mi. To town of Elba 12 South Main in son the left.

a) Description of Housing / Descripción de la vivienda:  
Two bedroom apartment secured with kitchen and cooking facilities.  
Housing will meet all applicable local, state, and federal housing standards

**Nos. 4 through 8 for STATE USE ONLY  
Números 4 a 8 para USO ESTATAL**

4. SOC (O*NET/OES) Occupational Code / Código Industrial: <i>45-2091.00</i>	5. Job Order No. / Num. de Orden de Empleo: <i>N1137171</i>
a. SOC (ONET/OES) Occupational Title / Título Ocupacional <i>Agricultural Equipment Operator</i>	
6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): <i>(877) 466-9757</i>	
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). <i>(877) 466-9757</i>	
7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: <i>7/3/15</i>	
8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: <i>11/10/15</i>	
9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde 09/01/2015 To / Hasta: 02/01/16	
10. Number of Workers Requested / Número de Trabajadores Solicitados: 2	
11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:40 Sunday / Domingo _____ Thursday / Jueves <u>8</u> Monday / Lunes <u>8</u> Friday / Viernes <u>8</u> Tuesday / Martes <u>8</u> Saturday / Sábado _____ Wednesday / Miércoles <u>8</u>	
12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: Approx. 40 hours per week, some weekends possible	
13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/>	

**RECEIVED**  
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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.

Employer provides kitchen & cooking facilities & voluntary transportation to assure workers access to stores where they can purchase groceries

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.

Contact Mark Dewey during normal business hours M-F 8-5 p.m. for interview at 585-548-7407 or apply at nearest NYSDOL One Stop Office

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

(check)

EN 1/3/15  
Drive truck to haul product to storage area. Operate fork truck, have mechanical skills, perform maintenance on equipment, High school diploma & 3 months experience required. Must have or be able to obtain driver's license.

Conduce camiones para transportar el producto a la zona de almacenamiento. Operar camión tenedor, tener conocimientos de mecánica, realizar el mantenimiento de los equipos, Bachillerato y 3 meses de experiencia requerida. Debe tener o poder obtener la licencia de conducir.

1. previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3

2. Check all requirements that apply:

- Certification/License Requirements / Certificación/Licencia Requisitos
- Driver Requirements / Requisitos del conductor
- Employer Will Train / Empleador entrenará o adiestrará
- Extensive Sitting / Estar sentado largos ratos
- Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- Lifting requirement / Levantar o Cargar \_\_\_\_\_lbs./libras
- Repetitive Movements / Movimientos repetitivos

- Criminal Background Check / Verificación de antecedentes penales
- Drug Screen / Detección de Drogas
- Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- Extensive Walking / Caminar por largos ratos
- Frequent Stooping / Inclinandose o agachándose con frecuencia
- OT/Holiday Is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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/Si	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Beets	\$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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/> without destruction of property	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

19. Transportation Arrangements / Arreglos de Transportación

Employer provides per H2A Requirements – see attachment page 4 item #17

Employer assures transportation between housing and worksite will be provided at no cost

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 este(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?

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 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".) / 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/Si  No

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.

Mark Dewey

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

*Mark Dewey*  
Employer's Signature / Firma y Título del Empleador  
*President*  
*Dewey Products, Inc*

*6/30/15*  
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.

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 Mark Dewey

Date: 6/30/15

8 Employer's Signature

*Mark Dewey, President  
Dewey Products Inc*

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 Form 790

Job Order Number: \_\_\_\_\_

### ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 6997 Transit Road Byron, New York 14422 in the following county/counties: Genesee. The directions to the work site are: From I-90 take route 98 North 3 1/2 mi., turn right onto Route 262 East, travel 3.8 mi. Turn right onto Transit Road travel 300' turn left into Dewey Produce

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

Location: Housing is located at 12 South Main Street  
Elba, New York 14058

Directions to housing are From work site: Turn right out of driveway onto Transit Rd. Turn left onto Route 262. Bear right onto Ford Rd. Turn Right onto Route 98 and go .9 mile to town of Elba. 12 S. Main is on the left.

Description of housing: 2 bedroom apartment

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Housing will be clean and meet all applicable local, state, or 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 furnishings.~~ 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.

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.

X Mark Perry President X 6/30/15  
Signature Dewey Produce, Inc Date

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

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

Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40

Sunday / Domingo \_\_\_\_\_ Monday / Lunes 8 Tuesday / Martes 8  
Wednesday / Miércoles 8 Thursday / Jueves 8 Friday / Viernes 8  
Saturday / Sábado \_\_\_\_\_

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

ADDRESS: 6997 Transit Rd. PHONE NUMBER: 585-548-7407  
Byron, New York, 14422

**ITEM 13- BOARD ARRANGEMENTS: (Check Appropriate Item(s))**

Employer will provide 3 meals per day and will deduct \$ \_\_\_\_\_ 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 14 - REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)**

Contact Mark Dewey during normal business hours 8-5 p.m. for interview at 585-548-7407 or apply at NYSDOL One Stop Office Nearest You

Applicants, Workforce Agency Personnel, Walk-ins, 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 16 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

- (a) To comply with its obligation under Sec. 655.122(l), an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEW \$ 11.26 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.

If the prevailing hourly wage rate or piece rate is adjusted during a work contract, and is higher than the highest of the AEW, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay that higher prevailing wage or piece rate, upon notice to the employer by the Department.

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)*

- (b) The following deductions will be made:

  X   Taxes, if applicable under Federal, State, and local law from U.S. Workers;  
  X   FICA Taxes   No   FUTA Taxes   X   Federal Income Tax Withholding  
       Advances;  
       Meals;  
  X   ~~Willful destruction of property;~~  
       Other (Specify) ~~Will request reimbursement for willful destruction of property.~~

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

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

(d) Employer guarantees to offer employment for a minimum of ¾ 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 date specified in the work contract or extensions thereof. In Act of God termination, the ¾ guarantee period ends on the date of termination.

(e) Payroll Periods will be   X   Weekly: \_\_\_\_\_ Twice Monthly. Workers will be paid on   Friday   (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings,   piece rates/ number of units (if piece rates are used)  , and all deductions. The statements will comply with 20CFR 655.122 (j) through(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 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 \$ 450.40, for the first week starting with the originally anticipated date of need. Employer will \_\_\_\_\_ will not X require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be:

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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, 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.

The employer will also provide advance subsistence at a minimum amount of \$ 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 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 of \$ 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% 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 \$11.86 per 24-hour period of travel and the maximum amount will be \$ 46.00 per day) from the place of employment to the place of 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 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 from the housing location to the work site and return each day.

OTHER CLARIFICATIONS AND ASSURANCES:

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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; or (c) ~~fails, after completing any training or break-in period, to reach production 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 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. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable under CFR 655.122 (O)

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

TRAINING: Training will be provided for N/A days and workers will be allowed N/A 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):~~

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.

X Employer will renew and keep in force workmans comp. coverage in the event the coverage date expires before the contract period ends. Coverage will be in place for the duration of the employees contract period.

**EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED:** 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 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 conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

(o) **CONTRACT IMPOSSIBILITY** If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (l)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:

(1) Return the worker, 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 the worker's next certified H-2A employer, whichever the worker prefers;

(2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and

(3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. 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.

**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 the work commences.

**OTHER:** The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, 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 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.