



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>Wafler Farms, Inc., Paul E. Wafler, 10748 Slaght Rd., Wolcott, NY 14590</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 16-1149261</p> <p>b) Telephone Number / Número de Teléfono: 315-594-2399</p> <p>c) Fax Number / Número de Fax: N/A</p> <p>d) E-mail Address / Dirección de Correo Electrónico: N/A</p>	<p><b>Nos. 4 through 8 for STATE USE ONLY</b> <b>Números 4 a 8 para USO ESTATAL</b></p> <table border="1"> <tr> <td data-bbox="808 401 1198 615"> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45209202</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers &amp; Laborers CROP</p> </td> <td data-bbox="1198 401 1578 615"> <p>5. Job Order No. / Num. de Orden de Empleo: NY1168962</p> </td> </tr> <tr> <td colspan="2" data-bbox="808 615 1578 892"> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono): 877-466-9757</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). 877-466-9757</p> </td> </tr> </table>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45209202</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers &amp; Laborers CROP</p>	<p>5. Job Order No. / Num. de Orden de Empleo: NY1168962</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono): 877-466-9757</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). 877-466-9757</p>													
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<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 10748 Slaght Rd., Wolcott, NY 14590</p> <p>Directions: From Wolcott, head northwest on E Main St toward Lake Ave for 0.7 mi. Continue onto Ridge Rd for 0.3 mi. Turn right toward Lummisville Rd in 325 ft. Slight left onto Lummisville Rd in 1.5 mi. Turn right onto Dutch Street Rd in 2.1 mi. Turn left onto Slaght Rd. Destination will be on the left in 0.5 mi.</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 5/5/2016</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 9/9/2016</p>																
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 10717 Slaght Rd., Wolcott, NY 14590</p> <p>a) Description of Housing / Descripción de la vivienda: Directions: From Wolcott, head northwest on E Main St toward Lake Ave for 0.7 mi. Continue onto Ridge Rd for 0.3 mi. Turn right toward Lummisville Rd in 325 ft. Slight left onto Lummisville Rd in 1.5 mi. Turn right onto Dutch Street Rd in 2.1 mi. Turn left onto Slaght Rd. Destination will be on the right in 0.5 mi.</p> <p>Description: Employer-owned 6 bedrooms 2 sided duplex; 3 bedrooms per side 1full kitchen and 1bathroom per side; 12 beds accommodates 12.</p> <p>(See Attachment)</p>	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 07/10/2016 To / Hasta: 11/10/2016</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 12(See Attachment)</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 49</p> <table border="0"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Thursday / Jueves</td> <td>9</td> </tr> <tr> <td>Monday / Lunes</td> <td>9</td> <td>Friday / Viernes</td> <td>8</td> </tr> <tr> <td>Tuesday / Martes</td> <td>9</td> <td>Saturday / Sábado</td> <td>5</td> </tr> <tr> <td>Wednesday / Miércoles</td> <td>9</td> <td></td> <td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: 49 minimum per/week</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;"><b>RECEIVED</b> MAY 03 2016</p>	Sunday / Domingo	0	Thursday / Jueves	9	Monday / Lunes	9	Friday / Viernes	8	Tuesday / Martes	9	Saturday / Sábado	5	Wednesday / Miércoles	9		
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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.

**Workers will purchase food and prepare meals in employer provided fully equipped kitchen. Employers will make sure workers have access to a grocery store at least once per week.**

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 accepted from local Job Service, Word-of-mouth, gate hires etc. Order holding office to refer applicants. Contact office during hrs 8-5pm ET time, Mon-Fri, at 315-594-2399. (See Attachment)

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

Duties include the following: Manually plant, cultivate and harvest apples. Use hand tools such as shovels, trowels, hoes, tampers, pruning tools, shears, and knives. Duties include tiling soil and applying fertilizers, transplanting, weeding, thinning or pruning crops, applying chemicals, cleaning, packing and loading harvested products. Construct trellises, repair fence, and or. farm buildings or participate in irrigation activities. Set up and operate irrigation equipment. Operate tractors, tractor drawn machinery, and self propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, spray, prune, train, and harvest crops. Inform farmer or farm manager of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Record information about crops, such as pesticide use, yields, or costs. Pick Apples - apples injured by bruising during picking shall not exceed 0 percent(WNY) for fresh and 0 percent(WNY) for processing. cont'd. (See Attachment) Spanish Translation- (See Attachment)

1. Is 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: 1

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 35 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) / Dias 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.)	x Deductions*	Yes/Sí	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Picking	\$ 11.74	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Pruning	\$ 11.74	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>10</del>
Load & Unload	\$ 11.74	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly / Quincenal
Equip. Repair & Maint.	\$ 11.74	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO <del>10</del>
(See Attachment)	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual <input type="checkbox"/>
							Other/Otro <input type="checkbox"/>

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

(See Attachment)

19. Transportation Arrangements / Arreglos de Transportación

(See Attachment)

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?

N/A

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

State Insurance Fund # 2406-159-4

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".)

N/A

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

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.

*Susan Waffler Susan Waffler*

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

*Susan Waffler*

Employer's Signature / Firma y Título del Empleador

*5-2-16*

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

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 Attachment**

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:** Susan Waffer - Waffer Farms Inc **Date:** 5-2-16

**Employer's Signature:** Susan Waffer

**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.**

## Attachment to ETA Form 790

### **ITEM 3 - HOUSING:**

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. 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, State, & local Housing Standards no later than 30 days in advance of the date of need reflected on the attached ETA Form 790.

### **ITEM 10 – NUMBER OF WORKERS REQUESTED:**

The employer expects the total number of workers to be used in this occupation to be 12, of which 12 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 worker availability.

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

9 hours per day, Monday-Thursday 8 hours on Friday and 5 hours on Saturday 6 days per week, is normal. The worker may be requested but not required to work additional hours and/or on the Sabbath or Federal holidays, depending upon the conditions in the fields or orchards, weather and maturity of the crop.

### **ITEM 15 - REFERRAL INSTRUCTIONS:**

**FIFTY PERCENT RULE:** 20 CFR 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 US worker who applies to the employer until 50 percent of the period of the work contract has 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."

### **ITEM 16 – JOB DESCRIPTION**

Continued: Productivity must be at least 6 bins(120 bushels) fresh market and or 8 bins(160 bushels) processing fruit per day. Workers will be working in groups of up to 8 workers per self propelled machine.

After 3 days worker is required to keep up with other co-workers, regardless of national origin and race related to performance and productivity of the tasks to produce crops. Workers are expected to work at least the number of days and hours specified. Depending on weather, crop or other conditions, workers may be requested, not required, to work up to seven days per week and or on the Sabbath and up to 12 hours per day. Employers will furnish to workers, without cost all tools and equipment required in the performance of the duties assigned. Workers should

report for work with their own suitable work clothing, which includes rain coat, boots, gloves, eye protection. Field temperatures may range from below 0 to 90+ degrees(with possible wet morning

SW  
(initial)

conditions and possible snow and or rain). \*Workers referred against this order must have a minimum of 1 month experience in performing tasks described in this order.

**Spanish translation:**

Manualmente la planta, cultiva y cosecha de manzanas. Utilizar herramientas manuales como palas, paletas, azadas, pisones, las herramientas de poda, tijeras y cuchillos. Las responsabilidades incluyen suelos de baldosas y abonos, trasplante, deshierbe, poda de adelgazamiento o cultivos, aplicación de productos químicos, limpieza, embalaje y carga de productos cosechados. Construir enrejados, valla de reparación, y o' edificios agrícolas o participar en actividades de riego. Instalar y operar equipos de riego. Operar tractores, tractor, dibujado maquinaria y máquinas automotrices auto para arar, rastra y fertilizar el suelo, o para sembrar, cultivar, aerosol, podar, tren, y cosechar. Informar a los agricultores o encargado de la granja de avance de la cosecha. Identificar las plantas, plagas y malas hierbas para determinar la selección y aplicación de pesticidas y fertilizantes. Registre la información sobre cultivos, como el uso de pesticidas, los rendimientos, o los costos. Recoger las manzanas - manzanas heridas por aplastamiento durante la cosecha no será superior a 0 por ciento (WNY) para fresco y 0 por ciento (WNY) para su procesamiento. La productividad debe ser de al menos 6 contenedores de bushels (120) mercado de productos frescos y 8 o contenedores (160 bushels) de procesamiento de frutas por día. Los trabajadores estarán trabajando en grupos de hasta 8 trabajadores por máquina autopropulsada.

Después de 3 días se requiere trabajador para mantenerse al día con otros compañeros de trabajo, regardless de origen nacional y la raza en relación con el rendimiento y la productividad 1 de las tareas para la producción de cultivos. se espera que los trabajadores trabajar por lo menos el número de días y horas especificadas. Dependiendo del clima, los cultivos u otras condiciones, los trabajadores pueden ser solicitados, no se requiere, para trabajar hasta siete días por semana y ni en sábado y hasta 12 horas por día. Los empleadores proporcionarán a los trabajadores, sin costo todas las herramientas y equipos necesarios en el ejercicio de las funciones asignadas. Los trabajadores deben presentarse a trabajar con su propia ropa de trabajo adecuada, que incluye la capa de lluvia, botas, guantes, protección para los ojos. Las temperaturas de campo pueden variar desde menos de 0 a más de 90 grados (con posibles condiciones de humedad de la mañana y la posible nieve y la lluvia o). \* Los trabajadores a que se refiere en contra de esta orden debe tener un mínimo de experiencia de 1 mes de la realización de tareas que se describen en este orden.

**ITEM 17 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

(a) The Adverse Effect Wage Rate, the prevailing hourly wage rate or piece rate, the Federal or State minimum wage rate, or the agreed-upon collective bargaining wage, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEWB 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 result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

(b) This job offer includes the following activities and rates of pay per unit:

- Picking @ \$11.74
- Pruning @ \$11.74
- Load & unload @ \$11.74
- Equipment Repair & Maint. @ \$11.74

(c) The following deductions will be made:

- Taxes, **if applicable** under Federal, State, and local law from U.S. Workers;
- FICA Taxes

SW  
**(initial)**

N/A FUTA Taxes  
X Federal Income Tax Withholding  
N/A Advances;  
N/A Meals;  
X Willful destruction of property;  
N/A Other \_\_\_\_\_

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

**ITEM 18 – MORE DETAILS ABOUT THE PAY:**

The employer will N/A, will not X pay the worker a bonus of \$N/A, based on Quality Picking N/A End of Season N/A Other N/A. Anticipated date by which payments will be made: N/A.

(d) The 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 the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the 3/4 guarantee period ends on the date of termination.

(e) Payroll Periods will be X Weekly;     Twice monthly. Workers will be paid on Friday each payroll period. The employer will furnish to the worker on or before each payday in one or more written statements the following information and will comply with 20CFR 655.122(j)(k)(l)(m):

1. The worker's total earnings for the pay period
2. The worker's hourly rate and /or piece rate of pay
3. The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in paragraph (i) of this section, separate from any hours offered over and above the guarantee)
4. The hours actually worked by the worker
5. An itemization of all deductions made from the worker's wages
6. If piece rates are used, the units produced daily
7. Beginning and ending dates of the pay period
8. The employer's name, address, and FEIN

Assurance provided that the highest wage will be paid at the time work is performed, for every hour or portion thereof worked, including any adjustments during a work contract period upon notification from the U.S. Department of Labor.

All earning records and statements will be available for inspection or transcription by the Secretary or a duly authorized and designated representative, and by the worker and representatives designated by the worker. 655.122(j)(k)(l)(m).

(f) Employer will provide a worker referred through the interstate clearance system 48 hours of work for the week beginning with the anticipated date of need, unless employer has amended the

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 (initial)

\* 575,260 SW

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 \$563.52, for the first week starting with the originally anticipated date of need. Employer will ; will not  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: N/A.

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 19 - 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 must pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the US or abroad, to the place of employment.

The employer will also provide advance subsistence at a minimum amount of \$N/A per 24-hour period of travel from the place from which the worker has come to work for the employer 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. If no receipts are presented worker will be reimbursed 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 from which the worker has come to work for the employer 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 \$12.09 when workers do not have receipts per 24-hour period of travel, and the maximum amount will be \$51.00 per day when workers do have receipts) from the place of employment to the place from which the worker has come to work for the employer, except when the worker will not be returning to the place from which the worker has come to work for the employer due to subsequent employment with another employer who agrees to pay such costs, in which case the new employer will

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(initial)

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:**

**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.

**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 (i)(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 H2A 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
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.

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

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**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*): N/A

**ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:**

If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee described in paragraph (i) of this section. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

**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. Workers Comp will be renewed if coverage expires during work 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.

**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.

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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 no less than the same benefits, wages and working conditions that the employer is offering, intends to offer, or will provide to H2A workers.

The employer will provide to an H2A 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 workers in a language understood by the worker. 655.122(q).

*Susan Walker*

Signature

*5-2-16*

Date

(initial)