U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

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):

NBBO Farming
5245 St. Route 414
Hector, NY 14841

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

20-2336776

b) Telephone Number / Número de Teléfono:

607-882-9098

c) Fax Number / Número de Fax:

607-882-9099

d) E-mail Address / Dirección de Correo Electrónico:

nbbofarming@gmail.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

5245 State Route 414
Hector, NY 14841
Directions: Take Hwy 414, drive 8 miles north after going through the town of Watkins Glen, NY, farm is on left.

4138 State Route 414
Hector, NY 14841
Directions: Take Hwy 414, drive 4 miles N after going through the town of Watkins Glen, NY, farm is on both sides of the highway.

Work sites are owned and operated by employer.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

5249 State Route 414
Hector, NY 14841

Directions: Take Hwy 414, drive 8 miles north after going through the town of Watkins Glen, NY. Home is on left.

a) Description of Housing / Descripción de la vivienda:

Employer Owned fully furnished house with 4 bedrooms.
Capacity for 8

RECEIVED
DEC 0 5 2016

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45209202

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworkers Laborers Crop

5. Job Order No. / Num. de Orden de Empleo:

NY1190691

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

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

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:

12/6/2016

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

7/9/2017

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:

From / Desde: 02/15/2017 To / Hasta: 11/30/2017

10. Number of Workers Requested / Número de Trabajadores Solicitados:

4

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 44

Sunday / Domingo 0
Monday / Lunes 8
Tuesday / Martes 8
Wednesday / Miércoles 8
Thursday /Jueves 8
Friday / Viernes 8
Saturday / Sábado 4

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

44 hours minimum per week

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador: Yes / Si ● No ☐

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 transport workers to grocery store 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 office,
Word-of-mouth, gate hires etc. will also be considered,
Order holding office to refer applicants to employer's office.
Office hrs Mon-Fri 9-5pm ET time or call 607-882-9098 (Ryan Bossert)

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

Workers will perform any combination of tasks related to the cultivating, harvesting and processing of fruit and vegetable crops including, but not limited to: pruning; pulling brush; tying; weeding; thinning; irrigation; fertilizing; mowing; harvesting; grading; sorting; classifying fruit by size, weight, or condition; placing fruit in containers; and taping, moving, and stacking cartons. Use farm equipment (mechanical and manual), implements and tools such as shovel, shears, saw and hoe. Field work begins at assigned time shortly after daylight. Work may be performed in light rain and in high humidity, and in temperatures ranging from 100+ degrees to below 35 degrees F. In addition responsibilities include maintaining and keeping structures and barns in good order. Special Requirements: Minimum of (3) months experience required. Ability to lift 60lbs.
Job Specifications in Spanish - please see attachment page 3

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: 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 60 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 / Inclinándose 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 / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Sí	No	Pay Period / Periodo de Pago / /
Vegetables	$ 11.74	$		Social Security / Seguro Social	●	☐	Weekly / Semanal ●
Fruit	$ 11.74	$		Federal Tax / Impuestos Federales	●	☐	
	$	$		State Tax /Impuestos Estatales	●	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	●	
	$	$		Other (specify) / Otro (especifica)	☐	●	Monthly/Mensual ☐
							Other/Otro ☐

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

NA

19. Transportation Arrangements / Arreglos de Transportación

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period. Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced and/or reimbursed to the worker. After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment.

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 ☒

RC 12/6/16

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.

Ryan Bossert - Manager

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

MANAGER

Employer's Signature / Firma y Título del Empleador

12/2/16

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 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 numero de la sección e incluya archivos adjuntos, si es necesario.

Please see 8 pages of 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 11 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 Ryan Bossert Date: 12/2/16

Employer's Signature MANAGER

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: NY1190691

ITEM 2 – LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 5245 State Route 414 Hector, NY 14841 & 4138 State Route 414 Hector, NY 14841 in the following County/counties: Schuyler

The directions to the worksites are: (1) Take Hwy 414, drive 8 miles north after going through the town of Watkins Glen, NY, farm is on left. (2) Take Hwy 414, drive 4 miles north after going through the town of Watkins Glen, NY, farm is on both sides of road .

ITEM 3 – LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at: 5249 State Route 414 Hector, NY 14841

Directions to housing are: Take Hwy 414, drive 8 miles north after going through the town of Watkins Glen, NY. Home is on left.

Description of housing: Employer Owned fully furnished house with 4 bedrooms-Capacity for 8

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. 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.

MANAGER

Signature

12/2/16

Date

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

ADDRESS: 5249 State Route 414 Hector, NY 14841

PHONE NUMBER: 607-882-9098

ITEM 11 – ANTICIPATING HOURS OF WORK:

8 hours per day is normal. The worker may be requested but not required to work 0 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.

ITEM 13 – BOARD ARRANGEMENTS: (Check Appropriate Item(s))

n/a Employer will provide 3 meals per day and will deduct $ n/a per day.

X Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a ~~voluntary~~ regular basis) transportation to assure workers access to stores where they can purchase groceries. 12/6/16 RC

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)

Referrals accepted from local Job Service, word of mouth, gate hires etc. Order holding office to refer applicants to employer. Office hrs Mon-Fri 8-5 ET Time at Tel: 607-882-9098 Ryan Bassert

RC 12/6/16

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

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

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

___ Other (describe) _____

ITEM 15-JOB SPECIFICATIONS:

Workers will perform any combination of tasks related to the cultivating, harvesting and processing of fruit and vegetable crops including, but not limited to: pruning; pulling brush; tying; weeding; thinning; irrigation; fertilizing; mowing; harvesting; grading; sorting; classifying fruit by size, weight, or condition; placing fruit in containers; and taping, moving, and stacking cartons. Use farm equipment (mechanical and manual), implements and tools such as shovel, shears, saw and hoe. Field work begins at assigned time shortly after daylight. Work may be performed in light rain and in high humidity, and in temperatures ranging from 100+ degrees to below 35 degrees F. In addition responsibilities include maintaining and keeping structures and barns in good order.

Special Requirements:

Ability to lift 60lbs.

ITEM 15-JOB SPECIFICATIONS IN SPANISH:

Los trabajadores realizan cualquier combinación de las tareas relacionadas con el cultivo, cosecha y transformación de frutas y hortalizas incluyendo pero no limitado a: poda; tirar cepillo; atar; escarda; adelgazamiento; riego; de la fertilización; cortar el césped; la cosecha; clasificación; clasificación; clasificar la fruta por tamaño, peso o condición; colocar la fruta en contenedores; y taping, mover y apilar cajas. Uso de maquinaria agrícola (mecánica y manual), implementos y herramientas como tijeras, Sierra, pala y azada. Trabajo de campo comienza en el tiempo asignado poco después de la luz del día. Trabajo puede realizarse en lluvia ligera y alta humedad y temperaturas de 100 grados por debajo de 35 grados F. Además responsabilidades incluyen el mantenimiento y mantener estructuras y graneros en buen estado.

Requisitos especiales:

Capacidad de levantar 60 libras.

ITEM 16 – WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS

(a)The Adverse Effect Wage Rate of $__11.74__, the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of 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.

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)*

____ Grain-planting, cultivating fertilizing, combining and transplanting @$_____
____ Corn-planting, cultivating fertilizing, combining and transplanting @$_____
____ Sunflower-planting, cultivating fertilizing, combining and transplanting @$_____
____ Beans-planting, cultivating fertilizing, combining and transplanting @$_____
__X__ Planting, cultivating, fertilizing, harvesting of fruit and vegetables @$__11.74__

(b) The following deductions will be made:

__X__ Taxes, **if applicable** under Federal, State, and local law from U.S. Workers;
__X__ FICA Taxes __n/a__ FUTA Taxes __X__ Federal Income Tax Withholding
__n/a__ Advances;
__n/a__ Meals;
__n/a__ Willful destruction of property;
No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. 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.

(c) 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) 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 the 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) Employer will pay the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage as required by the regulations citied in 20 CFR 655.120(a).
(f) Payroll Periods will be __X__ Weekly; __ __ Bi-Weekly. Workers will be paid on _Friday_ (day of the week/month) 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). Worker's hourly rate and/or piece rate of pay; the hours of employment offered to the worker in accordance with the ¾ guarantee; beginning and ending dates of the pay period; empoyer's name, address and FEIN.

(g) Employer will provide a worker referred through the interstate clearance system _~~48~~ 44_ 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 $_~~563.52~~ $516.56_ 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 citied in this section is invoked. Alternate work may be provided if the guarantee citied in this section is invoked. The alternate work and pay will be: _n/a_____

RC 12/6/16

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 or within 15 days, whichever comes first.

The employer will also provide **advance** subsistence at a minimum amount of **$_12.09_** 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 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).**

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 $ 12.09 per 24-hour period of travel without receipt and the maximum amount will be $ 51.00 per day with receipt)** 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.

ITEM 18 – OTHER CLASSIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notifications 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. Workers who voluntarily abandon employment or are termed for cause, and the employer provides timely notification to NPC and DHS; will relieve the employer of subsequent transportation, subsistence costs and the 3/4th guarantee.

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.

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)*: Not 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.

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 CONDITIONS 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.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker due to an act of God. As determined by the certifying officer. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination. The employer will make every effort 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 will: (1) return the worker, at the employers expense, to the place from which the worker came to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the workers' 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 employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of 20 CFR 655.122(o). 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 distance involved. Pursuant to regulations at 20 CFR 655.122(o)

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.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be __6__, of which __3__ 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.

EARNINGS RECORDS AND STATEMENTS: Assurance all earnings records and statements will be available for inspection or transcription by the secretary or a duly authorized and designated representative, and by the worker or representatives designated by the worker.

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.

WFDS, LLC
112 E Lincoln Ave.
Fergus Falls MN 56537
Telephone: 1-218-321-5495 Fax: 218-739-3832
h2a@globalworkforce.ne

EMPLOYER'S DESIGNATION OF AGENT FORM

The undersigned, hereby designates **WFDS, LLC.,** as its special agent in its name, place and stead to do everything necessary to pursue and obtain certification and successfully implement on its behalf **"AGRICULTURAL H2A PROGRAM"** including:

(1) Advising undersigned on all H2-A regulations.

(2) Preparation, execution and submittal of any documents necessary for the above purpose to appropriate Governmental agencies on behalf of the undersigned

(3) Assisting undersigned with advertising for workers

(4) Advising undersigned on requirements on interviewing and referrals

(5) Assisting with the paperwork and Processing of H2A workers on behalf of the undersigned

(6) WFDS, LLC is not involved in the recruitment, soliciting, and hiring of potential workers.

The Undersigned assumes full responsibility for the accuracy of its application, for all representations made on its behalf by its agent, and for the fulfillment of all legal requirements arising under 20CFR 655, subpart B. It is understood that hiring or any other action taken on behalf of the undersigned in furtherance of obtaining certification or successfully implementing and H2A program is done solely for the undersigned's benefit and that no employment relationship, either then expressed or implied exists between **WFDS, LLC,** and any employee or prospective employee.

SIGNATURE MANAGER **DATE:** 12/2/16

Employer Name: **Ryan Bossert** .