OMB Approval: 1205-0466
Expiration Date: 8/31/2022

Agricultural Clearance Order
Form ETA-790
U.S. Department of Labor

***IMPORTANT**: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed 790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed 790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.*

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY *Questions 1 through 17*		
1. Clearance Order Number * NY1332527	2. Clearance Order Issue Date * 1/28/2020	3. Clearance Order Expiration Date * 5/6/2020
4. SOC Occupation Code * 45-2092.02	5. SOC Occupation Title * Farmworkers and Laborers, Crop	

SWA Order Holding Office Contact Information		
6. Contact's last (family) name * Gwise	7. First (given) name * Caylin	8. Middle name(s) § L
9. Contact's job title * Foreign Labor and Agriculture Specialist		
10. Address 1 * 276 Waring Road		
11. Address 2 *(suite/floor and number)* §		
12. City * Rochester	13. State * New York	14. Postal code * 14609
15. Telephone number * 585-258-8855	16. Extension §	17. E-Mail address * h2a@labor.ny.gov

II. Employer Contact Information

1. Legal Business Name * Big O Farm inc		
2. Trade Name/Doing Business As (DBA), if applicable §		
3. Contact's last (family) name * Torrey	4. First (given) name * Maxwell	5. Middle name(s) §
6. Contact's job title * Farm manger		
7. Address 1 * 5520 North Byron Rd		
8. Address 2 *(apartment/suite/floor and number)* §		
9. City * Elba	10. State * New York	11. Postal code * 14058
12. Telephone number * +1 (716) 560-4945	13. Extension §	14. Business e-mail address * h2ah2bhelp@gmail.com
15. Federal Employer Identification Number *(FEIN from IRS)* * 16-0977781	16. NAICS Code * 11199	

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. *(choose only one)* *	☑ 790A (H-2A clearance order) ☐ 790B (regular clearance order)

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Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .03 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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Expiration Date: 8/31/2022

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

A. Job Offer Information

1. Job Title * farmworker laborer crop

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	145	145	3. Begin Date * 3/27/2020	4. End Date * 6/15/2020

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

35	**a. Total Hours**	5	c. Monday	5	e. Wednesday	5	g. Friday
5	b. Sunday	5	d. Tuesday	5	f. Thursday	5	h. Saturday

7. Hourly work schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 5 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Will hand place onion transplant Individually into ground, onion transplant to be planted as directed by supervisor, will bend repetitively and continuously during work day while walking. Will transplant cabbage. Will weed, maintain hedges, prep fields and cover commodity sheds. Will need to lift 60 pounds. May drive bus to transport workers to work location. Not all workers requested to drive. Those that are requested to drive will be required to possess appropriate license. No one will be rejected for the position that does not possess a driver's license. Three months experience in commercial, conventional farming in the jobs listed is required. Workers referred against this order must have a minimum of 3 months verifiable experience in performing the tasks posted in this job order. Random drug and alcohol testing may be done if required by a government regulation. post-hire at employer's expense. Cell phones or other electronic devices can not be used during working hours. Failure to abide by this policy may result in disciplinary action including termination. All workers will be provided a designated day of rest each week. Day of rest may vary with notice to the employee. Workers may be requested but not required to work on their Sabbath.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14 . 29	☑ HOUR ☐ MONTH	$ ____ . ___	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)

all applicable state and federal taxes required will be withheld

After January 1 2020, overtime will be paid at one and half times the regular rate for any hours worked in excess of 60 hours, and for any hours voluntarily worked on the designated day of rest. After l/1/20 Disability Insurance at .60 cents per week and Paid Family Leave after 120 days at 0.270% of an employee's weekly wage and is capped at an annual maximum of $196. 72.

H-2A Case Number: JO-A-300-20020-264358 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	3	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

exposure to extreme temp, lifting 50 lbs, repetitive movements, extensive pushing and pulling, extensive walking, frequent stooping.

C. Place of Employment Information

1. Address/Location *
5520 North Byron Rd

2. City *	3. State *	4. Postal Code *	5. County *
Elba	New York	14058	Genesee

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
see addendum b

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
6342 Prentice rd

2. City *	3. State *	4. Postal Code *	5. County *
Leroy	New York	14482	Genesee

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
worker housing	1	20

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

If meals are not provided then the employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase their groceries.

2. If meals are provided, the employer: *			
	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

transportation at no cost to the worker will be provided between the housing and the work site. The transportation provided will be in accordance with applicable laws and regulations.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

employer will reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved
Employees who are H2A workers are notified that they are required to leave the U. S. at the end of the period of certified employment, or if separated from employment early, unless the H2A worker is being sponsored by another employer, for a future H2A contract.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *			
	a. no less than	$ 12 . 46	per day *
	b. no more than	$ 55 . 00	per day with receipts

H-2A Case Number: JO-A-300-20020-264358 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Applicants may contact the state workforce agency at 1-877-466-9757.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (716) 560-4945	bigofarm@gmail.com

4. Website address (URL) to Apply *
n/a

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers 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 H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound)*

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse 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 U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. *Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), 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; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to 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 his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. 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. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. 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. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
torrey	maxwell	
4. Title *		
farm manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		1/20/2020

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
1	hand plant onions	$ 14 . 29	Hour	
2	maintain hedges	$ 14 . 29	Hour	
3	weed	$ 14 . 29	Hour	
4	prep fields	$ 14 . 29	Hour	
5	cover commodity sheds	$ 14 . 29	Hour	
		$.		
		$.		
		$.		
		$.		
		$.		

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	transit rd	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	spoilbank rd elba ny 14058	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	sheeler rd elba ny 14058	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	new guinea rd elba ny 14058	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	oak orchard rd elba ny 14058	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	11388 schuler rd cato ny 13033	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	4270 route 364 penn yan ny 14527	3/27/2020	6/15/2020	145
Big O Farm inc	5520 North Byron Rd Elba, New York 14058 GENESEE	route 98 elba ny 14058	3/27/2020	6/15/2020	145

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
worker housing	5833 cook rd Elba, New York 14058 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	1342 prentice rd leroy, New York 14482 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	6632 morgan rd clarendon, New York 14470 ORLEANS	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	7212 oak orchard rd Elba, New York 14058 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	3 mechanic st Elba, New York 14058 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	5745 oak orchard rd Elba, New York 14058 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	3 north main st Elba, New York 14058 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
worker housing	4235 maltby rd Elba, New York 14058 GENESEE	Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing	1	20	☑ Local ☑ State ☑ Federal
					☐ Local ☐ State ☐ Federal
					☐ Local ☐ State ☐ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - referral contact

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Contact Employer Big O Farms, Inc. at 716-560-4945 Monday- Friday between the hours of 1-4 pm to arrange for an interview or contact 877-466-9757 for your nearest State Workforce Agency. Prior to referral each worker should have seen and read a copy of the job order ETr1, 790 and attachments to confirm that they understand all the terms and conditions of employment as noted in the order. The worker should be able to work in any of the listed job activities al the discretion of the employer. Workers must meet all of the following criteria:

Are available and indicate willingness to work for entire season.
Have transportation to job site at start of season for non-local workers and daily for local workers.
Have been fully apprised by the State Workforce Agencies (SWA's) of the terms, conditions, and nature of employment.
Are legally entitled to work in the U.S.
Are able, willing, and qualified to perform the work.
Are able to work Saturdays.

Local workers confirm availability of reliable daily transportation to and from the job site for the entire season.

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form 1-9 will be required of each worker within (3) days of employment pursuant to U.S, law. 16

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - days and hours

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 7 hours per day

Work days varies due to weather and crop conditions, however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Starting and ending times may vary according to weather and crop conditions. When this occurs, the employer will give workers advance notice as possible. Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - housing rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This housing is temporary in-season housing provided for migrant agricultural workers employed by employer. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or untts as assigned by the employer or designated supervisor.

2 . Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. All beds must be kept elevated at least 12 inches from the floor.

3. Workers must not remove light bulbs from the lights in the housing .

. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate wtth other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the imployer or designated supervisor .

Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.

I . Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. No person with a contagious disease should work in preparing, cooking or handling of the food.

7. The following is not allowed in any sleeping rooms: Electric stoves, gas stoves, hot plates, toaster ovens, refrigerators. electric heaters, air conditioning units, and open flames of any kind.

8. Occupants are forbidden from removing batteries from smoke detectors for any reason.

9. Occupants must not drop paper. cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - housing rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

10. Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer lo a room, may sleep in any room. Workers may not entertain guests in or on
housing premises after 9 :00 p.m. Sunday through Friday. nor after 12 midnight on Saturday.
11. Occupants may not interrupt other workers rest / sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on work nights, or after 12:00 p.m. on Saturday night.
12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housin9.
13. Workers are not to remove the paper tag from the fire extinguishers. Extinguishers are to remain in their holder.
14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.
15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.
16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer.
17. Occupants may not remove beds, refrigerators, stoves. tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Do not remove storage boxes provided for storing clothes and personal articles.
18. Workers will be discharged for stealing from the employer or from other workers.
19. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.
20. Workers will not knowingly or deliberately engage in any type of behavior or lake any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.
21. common drinking cups are not permitted to prevent the spread of disease and illness.
22.workers must keep toilet rooms lighted during the day and night
23. Workers must not feed any stray animals at the housing facilities. Report any stray animals to employer or designated supervisor.
24. Workers must leave aft stick props in the windows so that windows can be propped open in warm weather. Workers must not remove screens or screen mesh material from windows or doors.
25. Workers must not remove sell-closing devices from doors.
IN THE EVENT OF AN EMERGENCY OR LIFE-THREATENING SITUATION, CALL 911. THE LOCAL AUTHORITIES WILL HAVE SOMEONE RESPOND, DEPENDING ON THE SITUATION -AN AMBULANCE. THE FIRE DEPARTMENT OR THE POLICE WILL RESPOND.

f. Job Offer Information 6

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - housing info

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Free family housing not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible \ employees authorized by the employer, may occupy or remain overnight in employer-provided housing

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - job terms

3. Details of Material Term or Condition (*up to 3,500 characters*) *

A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful Job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunitie.s with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete. no rehire policy.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - employer policies

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment, bullying, intimidation, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management. Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended. Employer will not tolerate any type of harassment or intimidation of fellow workers. If you are threatened or intimidated in any way you should report this to upper management immediately.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - employer policies

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Harassment: The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites. Just because someone does not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour. Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.
Prohibition of charging fees: No workers are allowed to charge other workers any fees PERIOD. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to employer. Workers caught charging or requesting fees will be terminated immediately

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - work rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for terminating worker?s employment. Penalties such as: suspension from work, opportunity for the remainder of the day, or for up to three days at a time, may be made in the case of less serious violations.
Workers are expected to comply with all rules relating to discipline, attendance, work quality, effort, and the care and maintenance of all property provided to them by the employer.
1. The employer will train workers on specific task based on the Job description. A trained worker is expected to perform the required job.
2. Workers who perform sloppy work may be suspended without pay for the remainder of the work day or for up to three days with the sole judgment of their supervisor, depending on the degree of infraction, the worker?s prior record, and other relevant factors. Discharge of the worker may result from any subsequent offense.
3. No use or possession of beer, liquor, firearms, weapons of any kind or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals). Workers may not report for work under the influence of alcohol or drugs. Illegal drugs may not be used or kept on any employer premises, including housing. Employer may terminate workers for
excessive alcohol use or drunk/disorderly conduct in housing after hours.
4. Excessive absences will not be permitted. This concerns regular, everyday work for which employees are expected to be present, able and willing to perform. This is not sporadic or ?day work?.
5. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.
6. Workers living in employer's housing, that are assigned to bunk beds, may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
7. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.
8. Workers may not drop paper, cans, bottles, and other trash in fields. Trash and waste receptacles must be used.
9. Workers may not take unauthorized breaks from work.
10. Workers may not leave the field or other assigned work areas without permission of employer or immediate supervisor.
11. Workers may not enter employer's premises without authorization.
12. Workers may not begin work prior to scheduled starting time or continue working after scheduled ending time.
13. The employer reserves the right to exclude any person(s) from visiting housing premises. No persons, other than workers assigned by employer to a room, may sleep in any room.
14. Workers may not deliberately restrict production.
15. Workers may not carry or have in their possession at any time any type of weapon or firearm

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - work rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

16. Any worker who physically threatens another worker, the employer, or supervisor with any tool or weapon will be subject to immediate discharge. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination
17. Workers may not post or remove any notices, signs, or other instructions from the employer?s bulletin boards or the employer?s property without specific authority from the employer.
18. Workers may be discharged for fighting on the employer?s premises, including housing premises, at any time.
19. Workers will be discharged if they steal from the employer or fellow workers.
20. Workers may not falsify identification, personnel, medical, production, or other work-related records.
21. Workers may not willfully abuse or destroy any machinery, vehicles, equipment, tools or other property belonging to the employer or to other employees.
22. Workers may not use or operate vehicles, machines, tools, equipment, or other property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate vehicles, tools, equipment or other property for their personal use unless expressly authorized by the employer.
23. Workers may not misuse or remove any employer property such as vehicles, beds, refrigerators, tools, etc. from the employer?s premises without authorization from his supervisor.
24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or employer.
25. Workers may not use any electronic devices during work hours, i.e. ipod, mp3 players, cell phone.
26. Unless otherwise noted above, employees who violate any of the Work Rules listed will be disciplined by the following procedures:
First Offense: Oral warning and Correction
Second Offense: Written warning and unpaid leave for balance of day.
Third Offense: Immediate termination. Worker will be asked to sign written fact statement

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - ny rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

all applicable state and federal taxes required will be withheld
The employer will not guarantee to pay the worker a bonus but reserves the right to offer a bonus or to pay an hourly wage rate in excess of highest applicable rate stated above based on longevity of tenure or exceptional job performance."
After January 1 2020, overtime will be paid at one and half times the regular rate for any hours worked in excess of 60 hours, and for any hours voluntarily worked on the designated day of rest. After l/1/20 Disability Insurance at .60 cents per week and Paid Family Leave after 120 days at 0.270% of an employee's weekly wage and is capped at an annual maximum of $196. 72.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - ny rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

New York State Specific Assurances:
3. Housing for Workers: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law.
Therefore, the employer may NOT require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for the damage.
12. Frequency of Pay: Article 6 of the NYS Labor Law, section 191.1a, requires that employer pay wages weekly to manual workers (farmworkers are manual workers) no later than 7 calendar days after the end of the week in which wages are earned. Therefore, manual workers can be paid weekly or biweekly (up to date; where all days, including payday hours are paid).
15. Deductions from Worker's Pay: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT make any other deductions NOT required by law.
Additional Assurances:
a. Per the Farm Laborer Fair Labor Protections Act, effective January 1, 2020, all farmworkers , including H-2A foreign guest workers, will earn one and a half times the regular rate for all hours worked over 60, and for any hours voluntarily worked on a workers day of rest.
b. NYS Labor Law section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - job duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
a. Before and after working
b. Before beginning work in a different area
c. Before and after eating
d. After visiting the restrooms, toilets and port-a-johns
e. Before and after treating an open wound or cut
f. Before and after treating an individual with a cut or wound
g. After blowing of nose
h. After touching the hair or face
i. After sneezing or coughing
j. After touching anything which can cause contamination or performing maintenance
k. After any break
l. After handling any dirty raw material or garbage
m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - job requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

All workers should have at least 3 months experience in work listed. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Must be physically able to meet and perform all job specifications stated in job order

p. Job Offer Information 16

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

3. Details of Material Term or Condition (*up to 3,500 characters*) *