



U.S. Department Labor  
Employment and Training Administration

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

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

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

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):  
Brenckles Farms & Greenhouse  
300 Shannon Rd  
Renfrew, PA 16053

a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador :251321282

b) Telephone Number / Número de Teléfono:  
412-290-7204

c) Fax Number / Número de Fax:  
724-482-4990

d) E-mail Address / Dirección de Correo Electrónico:  
[joanh628@aol.com](mailto:joanh628@aol.com)

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:  
Location: 322 Shannon Rd.  
Renfrew, PA 16053  
Directions: from I-79 N take exit 83 for PA-528 towards Evans City, merge onto Lindsay Rd/ PA-528, turn right at Evans City Rd/PA-528/PA -68 Left at Rosehaven Dr Left at Shannon Dr.

Ubicación: 322 Shannon Road.  
Renfrew, PA 16053  
Cómo llegar: desde la I-79, tome la salida 83 N para PA-528 hacia Evans City.  
City. incorpórate a Lindsay Rd / PA-528, girar a la derecha en Evans City Rd/PA-528/PA. 68 izquierda en Rosehaven Dr. Izquierda en Shannon Dr.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:  
Housing for the 6 workers will be at:  
300 Shannon Rd.  
Renfrew, PA 16053  
Description: Large original farmhouse on property with recently remodeled Kitchen, baths and living area. Four (4) bedrooms each containing two (2) beds and Two (2) bathrooms.

Vivienda para los 6 trabajadores estarán en:  
300 Shannon Road.  
Renfrew, PA 16053  
Descripción: Finca grande original en propiedad con cocina recientemente remodelada, baño y sala de estar. Cuatro (4) dormitorios cada uno con dos (2) camas y dos (2) baños.

3a- Employer Attestation: I hereby attest that all housing used by workers complies with all applicable local, State and Federal Standards.

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

4. SOC (O\*NET/OES) Occupational Code / Código Industrial:  
45-2092.02

5. Job Order No. / Num. de Orden de Empleo:  
5245209

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

6. Address of Order Holding Office (Include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):  
112 Hollywood Drive, Ste 203  
Butler PA 16001

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).  
Jane Zavacky

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:  
1-9-14

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:  
7-16-14

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:  
From / Desde: 03/23/14 To / Hasta: 11/08/2014

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

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas por alas diferentes actividades de la temporada:  
8:00am thru 5:00 pm

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:  
Employer / Empleador: Yes / SI  No

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

Housing has appropriate food storage and preparation facilities for workers to prepare their own food. Workers will be provided free transportation to the grocery and other stores weekly. Laundry facilities are available.

Housing is clean and in good conditions. Workers will be responsible for maintaining housing neat and clean. If both and Female workers are hired, separate toilet, shower facilities, and sleeping rooms will be provided by the employer. Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

Vivienda cuenta con almacenamiento de alimentos y los medios de preparación de los trabajadores para preparar su propia comida. Los trabajadores se proporcionará transporte gratuito a la tienda de comestibles y otras tiendas semanales. Servicio de lavandería están disponibles.

La vivienda es limpio y en buenas condiciones. Los trabajadores serán responsables de mantener la vivienda limpia y ordenada. Si ambos generos estaran contratados, se provee baños y cuartos para dormir separados los hombres de las mujeres. Vivienda y servicios se ofrecen sin costo alguno para los trabajadores que no pueden regresar a su lugar de residencia el mismo día.

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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.

Applicants or referral agencies must contact Joanie Brenckles to request an application which can be completed in person, mailed or faxed to the employer. All applicants will be contracted within 48 hours when possible to continue application process.

Brenckles Farms & Greenhouse, referral person: Joanie Brenckles  
Address: 300 Shannon Rd., Renfrew, PA16053  
Telephone: (412) 280-7204 FAX: (724) 482-4990  
Office Hours: 8:00 A.M.-6:00 P.M. Monday- Friday

Aplicantes deben hablar con Joanie Brenckles para pedir una aplicacion que puedan completar en oficina o mandar por fax. Apicantes seran llamado para seguir proceso aplicacion entre 48 horas cuando posible.

Para aplicar para este trabajo, comuniquese con Joanie Brenckles en persona o por correo: 300 Shannon Rd. Renfrew, Pa 16053.  
Por telefono: (412) 280-7204 FAX: (724) 482-4990  
Horario de oficina: 8:00 A.M.-5:00 P.M. Lunes a Viernes

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

Medium to heavy agricultural labor. Vegetable planting, cultivating and harvesting labor. Manually plant, cultivate and harvest vegetables. Safe use and care of hand tools such as shovels, hoes, trowels, tampers, pruning hooks, shears and knives. Worker's will follow supervisors instructions to perform the duties and to cut or pick and store harvested vegetables in a basket, which when full, weights 40-70 lbs each. The filled basket must then be carried to a waiting wagon in the field, and place product carefully into containers, then return to position in row crop and fill another basket.

Requirements: Ability to work outdoors a minimum of 7 hours daily, walking stooping and bending in uneven terrain in all weather conditions, hot to cold. Demonstrate physical strength and endurance good hand-eye coordination to avoid injuries to self and/or plant or products being marketed. Ability to understand safety and work instructions in English or Spanish. Workers must have a minimum of 3 months experience in planting, cultivating and harvesting labor.

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

**17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)**

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Vegetables	\$ 11.06	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
		\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
		\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

N/A

**19. Transportation Arrangements / Arreglos de Transportación**

Free transportation will be provided to workers between the employer-provided housing and the work site and back on a daily basis.

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20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si  No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

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

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

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

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None/Ninguno

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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 incidentos de este tipo, indique "Ninguno".)

None/Ninguno

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 trabajadoras 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.

Donald Brenckle

Owner

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

Donald Brenckle  
Employer's Signature / Firma y Título del Empleador

1/4/14  
Date / Fecha

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**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 contractual 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.

**DECLARACIÓN DE CARGA PÚBLICA**

La carga de información pública para responder a la Forma FTA 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. Envía 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.

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

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	<b>C.I.T.A</b> <b>Independent Agricultural Workers Center</b>		PAGE 2 of 8
	<b>ETA-790 Attachment</b> <b>Brenckles Farms &amp; Greenhouse 2014 Season</b>	POSTED DATE: 7/31/2013	REVISIÓN DATE: 7/31/2014
		No. REVISIÓN	1

Attachment to ETA-790 Company: **Brenckles Farms & Greenhouse 2014 Season**  
 Job Order Number:

Job Title: **45-2092.02 Farm workers and Laborers, Crop**

Period of Employment: **March 19<sup>th</sup>, 2014- November 8<sup>th</sup>, 2014**

**Brenckles Farms & Greenhouse is the fixed site grower. Brenckles Farms & Greenhouse is a small owner-operated farm which is location at 300 Shannon Rd. Renfrew, PA 16053**

**Item 2: Direction to the Housing:**

Location: **322 Shannon Rd.**

**Renfrew, PA 16053**

Directions: **from I-79 N take exit 83 for PA-528 towards Evans City, merge onto Lindsay Rd/ PA-528, and turn right at Evans City Rd/PA-528/PA -68 Left at Rosehaven Dr Left at Shannon Dr.**

Ubicación: **322 Shannon Road.**

**Renfrew, PA 16053**

Cómo llegar: **desde la I-79, tome la salida 83 N para PA-528 hacia Evans City. Incorpórate a Lindsay Rd / PA-528, girar a la derecha en Evans City Rd/PA-528/PA. 68 izquierdas en Rosehaven Dr. Izquierda en Shannon Dr.**

**3b - Family Housing**

Family housing is made available when the prevailing practices in the area. It is not the prevailing practice in this area.

**3c-Conditional Access Request**

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards no later than 30 days prior to the date of need reflected on the attached ETA-790.

Workers may be reached at the following address and Phone Number:

**322 Shannon Rd. Renfrew, PA 16053**

**Telephone: (412) 290-7204**

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**Item 11: Anticipated Hours of Work**

8 hours per day 5 days per week. Actual hours depend upon weather and maturity of the crops. 40 hours is the average work week. Due to crop or weather conditions worker may be requested, but not required to work on Sundays, if it is the worker's Sabbath.

**Item 9: Job Specification/Especificaciones del Trabajo:**

Medio a pesado trabajo agrícola. Plantones de hortalizas, cultivo y cosecha del trabajo. Manual de plantar, cultivar y cosechar verduras. Seguridad en el uso y cuidado de las herramientas manuales como palas, azadones, paletas, pisones, ganchos de podar, tijeras y cuchillos. Trabajadores seguirá las instrucciones del supervisor para desempeñar las funciones y para cortar o recoger y guardar las verduras cosechadas en una canasta, que cuando está lleno, el peso es de 40-70 libras cada uno. La canasta llenó entonces debe ser llevado a un carro esperando en el campo, y con cuidado vierta el producto en recipientes, y luego volver a la posición en cultivos en línea y llenar otra cesta.

Requisitos: Capacidad para trabajar al aire libre de un mínimo de 7 horas diarias, caminar encorvado y doblado en un terreno desigual en todas las condiciones climáticas, caliente al frío. Demostrar la fuerza física y la resistencia buena coordinación ojo-mano para evitar lesiones a sí mismo y/o plantas o productos comercializados están. Capacidad para entender instrucciones de seguridad y de trabajo en inglés o español. Experiencia comprobada de Tres (3) meses en cada trabajo de plantar, cultivar y cosechar verduras para evitar lastimaduras en la persona y en la planta y producto que se va a vender.

**Item 17: Wage Rates, Special Pay Information and Deductions:**

Activities include the following:

(a) Greenhouse and Nursery Vegetables

(b) The actual Wage Rates are: \$11.06

- This is the minimum rate of pay for harvest workers in this crop. 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 said increase.
- The employer attests that it will offer a wage rate that is the highest of the AEWR, the Prevailing Wage or Piece Rate, the agreed-upon collective bargaining agreement wage or the Federal or State minimum wage.

c. Domestic workers will have the following statutory deductions made from their paychecks: *(Trabajadores domesticos tend ran los siguientes deducciones de su pago, segun los requerimientos de la ley)*

- FICA and Medicare

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			Nº. REVISIÓN	1

- Federal & State Tax Withholding (In the percentages they request)
- Housing or Meals: None/Ninguno (will purchase and prepare own meals)

d H2A (temporary foreign) workers will have the following deductions made from their checks (*Trabajadores del programa H2A tendran los siguientes deducciones de su pago según los requerimientos de la ley*)

Fica/Medicare: None/ninguno  
 Federal/State Withholding: None/Ninguno  
 Housing or Meals: None/Ninguno

Domestic workers will have State and Federal Unemployment Insurance Taxes paid on their wages in accordance with applicable law.

H2A workers will not be covered or entitled to Unemployment Insurance benefits as provided by law.

ALL workers will be covered by the same Worker's Compensation Insurance and treated equally in the case of any industrial injury or illness.

**Employer Attestation: The annual Certificates of Coverage for Liability and Workman's Compensation which is set to expire during the contract period shall be renewed prior to the expiration date and employer attests there will be no break in coverage.**

- Payroll checks will be issued weekly. Workers will be paid on Saturdays for the prior period of work and will be provided with an earnings statement, which contains, at a minimum, the hours offered and actually worked, total earnings and all deductions. The statement will comply with 20 CFR 655.122(j) through (m).
- Employer guarantees to offer employment for a minimum of  $\frac{3}{4}$  of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extension thereof. In the case of an Act of God, the  $\frac{3}{4}$  guarantee period ends on the date of termination.
- The PA Bureau of Workforce Development Partnership will be notified at least 10 days in advance of the original start dates if there is a change in the start dates. Failure to notify the Order Holding office of a change in need will result in the employer providing the worker with 40 hours of work starting with the date of need

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If a worker referred through the Interstate Clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above mentioned assurance.

**First Week Wage Guarantee:**

The employer will provide all workers referred through the Clearance System the number of hours of work for the week beginning with the anticipated date of need (unless it is necessary to amend the date of need which will be done at least 10 working days prior to the original date of need) by notifying the order holding office. The employer guarantees the wages beginning with the first week wages of \$ 11.06 per hour for 40 hours for a total of \$442.40

**Earnings Records and Statements**

Please add the following statement to Item 10 of the ETA-790 Attachment under "Earnings Records & Statements":

All records must be available for inspection and transcription by the Secretary or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation (an Entry of Appearance as Attorney or Representative, Form G-28, signed by the worker, or an affidavit signed by the worker confirming such representation).

**Item 19: Transportation**

**A. Transportation Assurances**

**B. Transportation Subsistence, Inbound/Outbound and Local Arrangements**

This employer will reimburse the workers for transportation subsistence expenses at least \$11.142 per 24 hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice.) (if receipts for expenses are not provided) as indicated in 20 CFR 655.122 (h) and CFR 20 655.173(a). If receipts are provided reimbursements will be made of up to \$46 per day.

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICCC) In-bound transportation (if and where it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employers work site from the recruitment site when the worker completes 50% of the work period.

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**(Outbound) transportation from place of employment:** If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will 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. 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 will provide or pay 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 §655.135(d) of this subpart with respect to the referrals made after the employer's date of need.

Free transportation will be provided workers between the employer-provided housing and the worksite and back on a daily basis. The housing and worksite are located on the same property.

**C. Workers who voluntarily quit or are terminated for cause prior to completing 50%** If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

**D. 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 worksite. In case of subsequent employment with another employer who agrees to pay such costs, in which 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.

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**E. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence in accordance with current rates published in the Federal Register (currently no less than \$11.42 per day without receipts and up to \$46.00 per day with receipts as the maximum amount to be reimbursed. (Per 20 CFR 655.173.)**

#### **F. Contract Impossibility**

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

- (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;
- (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and
- (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

#### **Other Assurances and Clarifications**

**Employer Furnished Tools and Equipment:** The employer agrees to abide by the regulations at 20 CFR 655.135 Assurances and 20 CFR.653.501.210 CFR 655.135(e) the employer will comply with all applicable Federal, State, and local laws and regulations, including health and safety laws.

**Training:** Training will be provided for 1 day in each task group assigned (example: a day of training followed by observation and coaching for each of planting, cultivating and harvesting.

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individual follow-up as necessary to ensure personal safety and to prevent unnecessary loss of product.

**Production Standards:** Workers must be able to perform the job and its requirements. 2 days is considered a reasonable period of breaking in for each task group and will be monitored for support and on-the-job training as needed. The production standards include keeping up with the pace of the crew and proper application of tasks.

**Agricultural Work Agreement:** A copy of the agricultural work agreement, which includes the Company & Worker Code of Conduct, the ETA-790 and appropriate attachment information will be provided to each guest worker no later than the day the leave for the American Consulate to obtain their Visa and for each domestic worker no later than the date the work commences.

**ETA-790 Attachment Signature**

The employer has provided the information submitted and authorized the agent to sign all attestations and documents on his behalf due to time constraints and the perishable nature of the products being produced and marketed.



Donald Brenckles

12/30/2013

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