



**U.S. Department Labor  
Employment and Training Administration**

Submit by Email

Print Form

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)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>JASON CHARLES PRODUCE 1803 Rohrerstown Rd Lancaster, PA 17601</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 46-5154986</p> <p>b) Telephone Number / Número de Teléfono: 717-475-6788</p> <p>c) Fax Number / Número de Fax: N/A</p> <p>d) E-mail Address / Dirección de Correo Electrónico: N/A</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> <table border="1"> <tr> <td data-bbox="792 472 1136 661"> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and laborers</p> </td> <td data-bbox="1136 472 1477 661"> <p>5. Job Order No. / Num. de Orden de Empleo: 5814417</p> </td> </tr> </table> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 1016 N. Charlotte St. Lancaster, PA 17603</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa): Eric Orbot</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and laborers</p>	<p>5. Job Order No. / Num. de Orden de Empleo: 5814417</p>						
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<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>3001 Rohrerstown Rd, Lancaster, PA 17601 From PA-203 W take PA-741 W toward N. Petersburg .2 mi slight right onto Rohrerstown Rd .3 mi destination is on right.</p> <p>This is a fixed site employer who controls the work place.</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 3-28-14</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 9-3-14</p> <p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: 5/23/2014 To / Hasta: 12/15/2014</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: #: 5</p>								
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>811 Piory Hill Rd, Lancaster, PA 17601 From PA-203 take left on Rohrerstown Rd .2 mi turn left on Piory Hill Rd .01 mi destination is on the left.</p> <p>a) Description of Housing / Descripción de la vivienda: Farm House.</p> <p>No family housing available. 29 CFR 653.501 Assurance: Hired workers: Employer assures the availability of no cost or public housing which meets applicable Federal &amp; State standards &amp; which is sufficient to house the specified number of workers requested through the clearance system.</p>	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana, Total: 35</p> <table border="0"> <tr> <td>Sunday / Domingo _____</td> <td>Thursday / Jueves <u>6</u></td> </tr> <tr> <td>Monday / Lunes <u>6</u></td> <td>Friday / Viernes <u>6</u></td> </tr> <tr> <td>Tuesday / Martes <u>6</u></td> <td>Saturday / Sábado <u>5</u></td> </tr> <tr> <td>Wednesday / Miércoles <u>6</u></td> <td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities; / Range previsto de horas par las diferentes actividades de la temporada: Not reasonably predictable.</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / SI <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	Sunday / Domingo _____	Thursday / Jueves <u>6</u>	Monday / Lunes <u>6</u>	Friday / Viernes <u>6</u>	Tuesday / Martes <u>6</u>	Saturday / Sábado <u>5</u>	Wednesday / Miércoles <u>6</u>	
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Tuesday / Martes <u>6</u>	Saturday / Sábado <u>5</u>								
Wednesday / Miércoles <u>6</u>									

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 / Describe cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

All housing units have free kitchen & cooking facilities with refrigeration capacities. Free cooking & kitchen facilities (& housing facility) is only provided for workers unable to return to their residence the same day. Cooking, kitchen & housing facility is not available for non-worker & it is not the prevailing practice. No family housing available. Each housed worker is responsible for maintaining the unit in a neat, clean manner. Housed worker will promptly clean up after himself or herself, washing pots, pans, plates, flatware, glasses, and promptly storing said items back to their original location for immediate use by other housed worker. Worker will leave counter-tops clean, disposing all trash in the designated trash can, & store all food in a sanitary manner. Worker shall not appropriate groceries purchased by another worker unless that other worker's prior permission has been obtained. Kitchen and other common areas will be shared without regard to sex but separate toilet, bathing & sleeping units will be provided.

Worker shall immediately inform the employer of any problem with the kitchen, cooking, housing unit, as well as any problem in the yard surrounding it. Housed worker may receive mail in care of the Employer at the address specified in Item 1, above. Worker may not make long distance telephone calls at the expense of the employer.

Housed worker will be given a telephone number for receipt of emergency messages.

Employer will not accept collect telephone calls.

Employer retains possession & control of the kitchen and cooking facility, and all other portions of the housing unit at all times and worker shall promptly vacate same at the earlier of the Employer's request and/or the end of employment. Housed worker will have access to nearby local grocery stores, post offices, and pharmacies, but employer does not pay the cost of the worker's transportation to same. Worker will not have guests in provided kitchen or cooking facility, the housing unit, or the grounds thereat, after 10:00 p.m. on days prior to work days, or after mid-night on days preceding a non-work day, pursuant to the work rules, incorporated by reference into the terms of this job order.

20 CFR 653.501 Assurances, Intrastate & Interstate Clearance Order: Employer agrees to expeditiously notify the Order Holding Office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment or other factors have changed the employment terms and conditions.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Referrals will be accepted from all legal sources, including the job service center, through word of mouth, or from self-referrals from newspaper ads. Employer is often in the field or may be on a farm errand and prefers all referral information be faxed to the attention of E. Gaither, USA Works, at (229)559-0628. E. Gaither at USA Works provides clerical administration & support but does not recruit or solicit workers. Employer makes all hiring decisions. Applications may be faxed to (229) 559-0628, Monday through Friday, 8:00a.m. until 6:00p.m. excluding holidays. Referral information may also be mailed to the Employer at the address shown in Item 1. above. E. Gaither will be provided contact information for Employer if Employer should be away from work for any reason. In the event of a problem getting a fax to go through please call E. Gaither at (229)559-0241. Anyone interested may also contact the OHO or the job center service nearest them for referral. All referrals should be thoroughly familiarized with the job specifications & job tasks & only a person willing & able to perform the job tasks should be referred by the job service center. Referrals must show legal, suitable documents to complete the I-9 as required. Information provided must be legible & current so referral can be contacted and sent a hiring letter with instructions. Employer will provide the SWA with a list of U.S. referral information received, along with the referral results, if requested. Employer will provide employment to any qualified, eligible U.S. workers who apply to the employer until 50 percent of the period of the work contract has elapsed.

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

Use post hold digger to erect & repair farm fence Cultivate row crops such as tomato strawberry pepper Irrigate Till soil w/ hand tools Farm field & shed sanitation. No cost for tools, supplies & equip. 7am-2pm M-F & 5 hrs on Sat.

1. Is previous work experience preferred? / ¿Se prefiere previa experiencia? Yes / Sí  No  If yes, number of months preferred: / Si es así, número de meses de experiencia: \_\_\_\_\_

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 checked="" type="checkbox"/> Employer Will Train / Empleador entrenará o educará         | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente   |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos                         | <input type="checkbox"/> Extensive Walking / Caminar por largos ratos   |
| <input type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas           | <input type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia  |
| <input type="checkbox"/> Lifting requirement / Levantar o Cargar _____ lbs./libras              | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio No do not require mandatory overtime or work on legal holidays. |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos                         |   |

MA 4/3/14

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/!	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
All tasks erect farm fence, & cultivate crops.	\$ 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) Loans etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
Employer reserves the right to lower the wage rate set forth in Item 17, above, if said wage is lowered by law or regulation. The daily subsistence amount is no less than \$11.56. Employer will provide the required statements to the workers on or before each payday as required by regulations at 20 CFR sec. 655.122(k)							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago: Farm equipment, tools & supplies necessary & incident to the work called for hereunder shall be furnished without cost, except for items damaged beyond reasonable wear & tear, destroyed or removed without permission from Employer's premises, and in those instances the responsible worker shall owe the Employer for the reasonable replacement cost thereof. If employer deducts incoming transportation and/or subsistence expenses borne by Employer from that worker's pay, the worker will be reimbursed same no later than the half-way point from the date the worker began working to the ending date of certification. Employer agrees to provide 1/3rds the number of weekly work hours as set forth in Item 11, above, to available workers hired to begin work on the beginning date of certification unless the beginning date of certification (initial start date of need) shall have been amended at least 10 working days prior to the original beginning date of certification (initial start date of need) with the CMO. If employer fails to notify the CMO at least 10 days prior to the original start date of certification that the original start date of certification was delayed the employer shall pay workers hired through the intrastate/interstate clearance system to begin work on the original start date of certification the hourly rate specified in Item 17, above, for the week starting with the original start date of certification, subject to the 1/3rds guarantee. Employer will make all deductions from wages required by law to be made, if any, & shall make deductions for repayment of loans, repayment for over-payment of wages, Articles worker may have voluntarily purchased from Employer, the reasonable replacement value of Employer's property damaged beyond normal wear & tear, Employer items unlawfully removed by that worker, where shown that worker was responsible, for telephone calls made by worker at Employer's expense, and any other deduction for items authorized by the worker in writing to be made from wages. If fire, crop failure, unforeseen disaster or 'Acts of God' beyond Employer's control render work impossible before the period of certification ends and is determined by the CMO, the Employer will 1.) be bound by the 1/3rds guarantee from the first work day after arrival to termination, and to this event, 2.) try to locate another H-2A job for the worker if means of locating other H-2A jobs is known by Employer & if agreeable to worker, but if not transferred, Employer will pay the most economical common carrier return transportation costs of the worker to the location of the worker when the worker was available & hired by the employer. Employer shall take a set-off for wages advanced the worker, at being at the employer's discretion when & in what amounts such set-off(s) shall be taken. The subsistence amount set forth in Item 17, may be higher or lower if changed by regulation applicable to the time frame the expense was incurred if applicable, as may be authorized under COMUS at a per meal rate, eligible worker shall be reimbursed according to the date the expense was incurred. Worker otherwise eligible for Employer provided housing and reimbursement for incoming or outgoing expenses but fails to have legal documentation to comply with U.S. law, is discharged for cause, or other lawful, job related reason, will not be provided housing, reimbursement for or payment of incoming transportation & subsistence expenses. Employer will offer advances in its recruitment and pay a wage that is the highest of the ADMR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage.

19. Transportation Arrangements / Arreglos de Transportación  
Eligible housed worker shall have free daily round-trip transportation to work from housing location, if same is not within walking distance of work.  
All provided transportation by Employer shall meet all applicable safety regulations. Worker is not required to utilize Employer provided transportation but if not, worker pays own expenses thereof. Advanced incoming transportation & subsistence may not be made by Employer as it is not the prevailing practice. If employer did not otherwise provide incoming transportation and/or subsistence, after eligible worker has completed half the work from the worker's start date to the ending date of certification, reimbursements will be provided for incoming transportation in no greater amount than the most reasonable common carrier charges for same. Employer will provide outgoing transportation and subsistence expenses to eligible worker who 1.) worked until the ending date of the period of certification, or 2.) was terminated for reasons beyond Employer's control due to Acts of God making work impossible, or if worker is, 3.) displaced by a U.S. worker under the 80% rule. Eligible worker will be provided outgoing transportation expense in the same amount worker was qualified for incoming transportation expenses and will be provided the daily subsistence amount as set forth in Item 17, above. This benefit inures only to eligible housed workers.

CONTINUATION FROM ITEM 18, ABOVE. 20 CFR 655.501 assurances, Intrastate and Interstate Clearance Order:  
Employer agrees to provide available workers hired through the clearance system 10 or more days prior to the original dates of need, the number of work hours per week in Item 20 of the clearance order for the week beginning w/ the anticipated date of need, unless employer amends the date of need at least 10 working days prior to the original date of need by notifying the Order-Holding Office (OHO). If employer fails to notify the CMO at least 10 working days prior to original date of need, Employer shall pay eligible workers so hired through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. Employer may require workers to perform alternative work if the guarantee is invoked & if such alternative work is stated on the job order.  
Employer agrees no extension of employment beyond the period of employment shown on the job order will relieve employer from providing outgoing or return transportation or paying outgoing or return transportation expenses of eligible worker.

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(s) tipo(s) de cosecha(s)? Yes / Si  No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuéntas 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   
(or insurance covering on-the-job injuries)

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

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

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".) None.

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/ ~~Si~~ No

Continuation to Item 27 below. 20 CFR 651.501 Assurances, Intra-state & Interstate Clearances Order: Employer assures that state agency outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 651.307. State agency outreach workers shall comply with appropriate State laws regarding access. State agency outreach workers shall not engage in political activities during the performance of their duties. State agency outreach workers shall be able to produce, if requested, appropriate State Agency Identification Cards or other appropriate identifying materials. State agency outreach workers shall not enter work areas to perform outreach duties described in this section without prior permission of the employer unless authorized by law to enter work areas without Employer's permission to perform outreach duties by law. State agency outreach workers shall not entice nor solicit Employer's workers to leave the employ of the Employer. Besides the material terms & conditions of the employment, the Employer agrees to all assurances made by the employer on this ETA 790, and all responsibilities the Employer has undertaken and stated on this ETA 790, as evidenced by employer's signature below. Employer agrees to allow the state agency to inspect the housing at all reasonable times but request it be done on mutually agreeable dates and times.

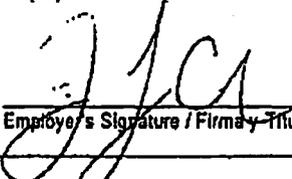
27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos. Employer's working conditions will comply with applicable Federal & state minimum wage, child labor, social security, health & safety, farm labor contractor registration & other employment related laws. And see continuation under Item 26 above.

Jason Charles, Grower

Not Individually but on behalf of

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

Jason Charles Produce

  
Employer's Signature / Firma y Título del Empleador

3/24/2014  
Date / Fecha

**READ CAREFULLY**, in view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

**LEA CON CUIDADO**, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en los órdenes de trabajo sometidos 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.

#### DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

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

the job order. Employer agrees to maintain insurance covering on-the-job injuries and should said coverage expire during the period of certification while U.S. or foreign guest-workers are employed in the performance of the work called for hereunder, Employer agrees to re-new said coverage to provide continuous coverage for said period. Proof of continuing coverage shall be provided to US-DOJ at such address as they should designate. Worker is required to work on the days & hours set forth in Item 11, above, as well as the number of hours on each work date, but if worker is offered work for longer hours on said days, or work days not set forth in Item 11, above, or on holidays, the acceptance of said offered work is voluntary to worker. Worker is required to perform the job tasks consistent with those set forth in Item 15, above. Worker may be terminated for cause if for a lawfully related reason and for other reasons as set forth in the work rules, as attached and incorporated herein. Worker will be given a copy of the work rules and job order prior to the commencement of work. Employer has not authorized, directly or indirectly, moreover expressly forbids, the payment by a potential worker of a 'forbidden fee.' Further Employer has not authorized, directly or indirectly, moreover expressly forbids, any party from collecting a fee from the potential worker as a condition of access to the job opportunity, to 'get on a list,' and from collecting any fee related to Employer's attorney, application or approval fees, if any. Should an employee voluntarily choose to use an independent facilitator to assist with certain services unrelated to the cost of obtaining the H-2A certification, the Employer is not required to bear the cost of such expenses. The employer is not responsible for an employee's voluntary choice to use an independent facilitator, such as to assist the employee in obtaining access to the Internet and in dealing with the DOS, so long as such fees are not made a condition of access to the job opportunity. Employer shall make all deductions from worker's pay that are required by law.

Employer's working conditions will comply with applicable local, Federal & state minimum wage, child labor, social security, health & safety, farm labor contractor registration & other employment related laws. And see continuation under Item 26 above.

If Subject to the Fair Labor Standards Act, 29 U.S.C. §201, et seq.,

Employer shall make no deduction from wages, as defined by 29 U.S.C. §203(m), in violation of 29 U.S.C. §206. In determining Employer's compliance with the F.L.S.A., the 'wage' paid to an employee, as set forth at 29 U.S.C. §203(m), shall include the reasonable cost/ fair market value to Employer of providing board, lodging, or other facilities (such as daily transportation to and from work, etc.) All remittances to the worker from the Employer shall be made on or before such time and in such amount as called under 8 C.F.R. 204, et seq. Federal Register, Vol. 73, No. 245, page 78059. Section 655.22(g)(1). Section 655.22(g)(2) does not prohibit Employer from receiving reimbursement for costs that are the responsibility of the worker, such as government required passport or visa fees but the Employer has forbidden the collection of a fee, directly or indirectly, at any time, from a H-2 visa applicant by anyone as a condition of the Employer's H-2 employment (other than the actual costs of transportation, any government-mandated passport, visa or inspection fees.) 8 C.F.R. 214.1(h)(5)(xi)(A.)

20 CFR 653.501 Assurances, Intrastate & Interstate Clearance Order: Employer assures that state agency outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107, & shall comply with appropriate State laws regarding access, not engage in political activities during the performance of their duties, shall be able to produce, if requested, appropriate State Agency Identification Cards or other appropriate identifying materials, shall not enter work areas to perform outreach duties described in this section without prior permission of the employer unless authorized by law to enter work areas without Employer's permission to perform outreach duties by law, shall not entice nor solicit Employer's workers to leave the employ of the Employer.

Employer agrees to allow the state agency to inspect the housing at all reasonable times but request it be done on mutually agreeable dates and times. Employer will abide by the assurances enumerated at 20 CFR sec. 655.135

Besides the material terms & conditions of the employment, the Employer agrees to all assurances made by the employer on this ETA 790, and all responsibilities the Employer has undertaken and stated on this ETA 790, as evidenced by employer's signature hereon.

OFFERED WAGE: 20 CFR 655.120(a); EMPLOYER WILL PAY, ADVERTISE, AND OFFER THE HIGHEST WAGE PROVIDED FOR FROM THE AENR, THE PREVAILING HOURLY WAGE OR PIECE RATE, ANY AGREED-UPON COLLECTIVE BARGAINING WAGE, OR THE FEDERAL OR STATE OR ANY LOCAL MINIMUM WAGE, EXCEPT WHERE A SPECIAL PROCEDURE IS APPROVED FOR AN OCCUPATION OR SPECIFIC CLASS OF AGRICULTURAL

EMPLOYMENT.

20 CFR 653.501 Assurances, Intrastate & Interstate Clearance Order: Employer agrees to expeditiously notify the ORO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the employment terms & conditions.

EARNINGS RECORDS: 20 CFR 655.122(k); EMPLOYER WILL FURNISH ON EACH PAYDAY ON THE WORKER'S EARNINGS RECORDS THE FOLLOWING INFORMATION: TOTAL EARNINGS FOR PAY PERIOD, HOURLY RATE OF PAY OR PIECE RATE OF PAY, HOURS OF EMPLOYMENT OFFERED TO WORKER (SHOWING OFFERS IN ACCORDANCE W/ 3/4THE GUARANTEE AS DETERMINED IN PARAGRAPH (1) OF THIS SECTION, SEPARATE FROM ANY HOURS OFFERED OVER AND ABOVE THE GUARANTEE), HOURS ACTUALLY WORKED BY WORKER, AN ITEMIZATION OF THE DEDUCTIONS MADE FROM THE WORKER'S WAGES, IF PIECE RATES ARE USED, THE UNITS PRODUCED DAILY, BEGINNING AND ENDING DATES OF THE PAY PERIOD, AND THE EMPLOYER'S NAME, ADDRESS AND FEIN.

### Work Rules

The following rules give notice to potential applicants for the job of the expected standards of conduct if hired. Violation of these rules or other lawful job-related employer requirements will be considered grounds for termination. In cases of less serious violations, workers will be penalized—such as suspension from work for up to 3 days. Workers are expected to comply with all rules relating to discipline, attendance, work quality & quantity, & the care & maintenance of all property. 'Employer's premises' includes the work site, office, farm & farm buildings, employer-provided housing, & transportation unit.

1. Worker performing sloppy work will be suspended w/o pay for remainder of workday or up to 3 days, as reasonably determined by employer depending on degree of infraction, worker's prior record, & other relevant factors & shall be terminated for 2<sup>nd</sup> offense. Worker shall be terminated upon discovery of any fraudulent work claim.
2. No use/possession of alcohol/unlawful drugs is permitted during work time, during any workday, or before work is completed for the day (such as during meal or break periods.) Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used, kept, bought or sold.
3. ABSENCE & TARDINESS: Worker shall give prior notice to employer if worker will be tardy to work, intends to leave work early, or will be absent from work. If said absence is caused by a bona fide emergency worker will give notice to Employer as soon as possible. If worker's absence from work is caused by an emergency which did not give worker time to give employer prior notice that worker would be absent from work & worker is not incapacitated, during the working hours of the first day worker is absent due to said emergency worker shall give employer notice of the emergency that prevented worker from working that day & any subsequent day. Excessive (defined as 5 times) absence, tardiness, or leaving work early, is not be permitted. Worker must be present at time announced for employer-provided transportation to depart for work or depart therefrom, otherwise worker shall be responsible for the cost of worker's own transportation for said trip. Employer-excused absences from work, tardiness, or leaving work early is based upon the reasonableness of the prior request.
4. Housed worker shall assist to maintain housing in neat, clean manner & shall promptly report any problems to employer.
5. Housed worker shall share cleaning duties with other housed workers in all common areas. Worker shall clean & maintain worker's own personal space, bed linens & use of kitchen wares.
6. No moving furniture in employer's housing. No cooking in sleeping rooms or any other non-kitchen area.
7. No placement of trash except in provided & designated trash & waste receptacles.
8. No entry into areas of employer's premises (except the worker's assigned work area/field during scheduled work hours or the worker's own housing unit) without Employer's permission. Worker may not enter employer's premises (except their own housing) without authorization at times other than the hours the employee is scheduled to work. No working shall occur outside scheduled starting & ending time unless authorized by Employer.
9. Worker shall not abuse provided break periods or take unauthorized breaks from work without prior approval. Worker will promptly notify/get word to Employer when worker is unable to, or not going to, report for scheduled or agreed upon work, or shall be tardy or desire to leave work early.
10. Worker may not deliberately distract other workers or restrict production. No horse-play, scuffling, throwing things, wasting time or loitering during work hours. Worker may be discharged for fighting on the employer's premises or causing unnecessary work delays. Worker may not have guests at any time during work hours.
11. Worker shall not post any notices or remove any of employer's posted notices, signs or other instructions.
12. Worker shall not steal from fellow workers or from Employer. Worker shall not borrow nor lend any property of Employer without prior permission of employer. Worker shall not go through other worker's personal property or use other worker's supplies or food.
13. Worker shall not falsify personnel, medical, production or other work-related records.
14. No willful abuse or destruction any machinery, equipment, tools or other property shall be committed. Fire extinguishers shall be used only in the event of fire. In the event of a fire which can not be extinguished the fire department must be contacted immediately & immediately after the use of the fire extinguisher, all fires, or contacting the fire department or police department shall be reported to Employer as soon as possible.
15. After the training period worker must keep up with fellow workers. Worker shall not interfere with other worker's productivity. After a reasonable orientation period worker shall achieve a reasonable productivity level which is that level of productivity that earns the hourly wage being paid.
16. Worker shall not commit acts of insubordination nor interrupt other worker's rest/sleep period by excessive/unnecessary noise/ commotion.
17. Except for worker's housing unit, no guests are permitted on employer's premises. Worker must be present at all times with a guest. No guests past 10:00 p.m., except on Saturday & then not past 12:00 midnight. Guests are not permitted during working hours. No guest may be present without the presence of the worker with whom the guest is visiting.
18. No indecent, immoral or illegal conduct or bullying any other worker on Employer premises.
19. No firearms/weapons may be brought onto employer's premises at any time by worker or worker's guest.
20. Worker is responsible for reasonable costs related to the refusal/ negligent failure to return any property furnished by employer or due to said worker's willful damage/ destruction of such property.
21. Worker shall not make telephone calls at Employer's expense.
22. Worker shall pay for damage to housing or contents beyond reasonable wear & tear & unlawful removal of employer's property which shall be cause for termination from work.
23. Employer retains possession & control of housing premises at all times. Worker shall promptly vacate housing upon the earlier of Employer's direction or end of employment.
24. Worker shall immediately/ as soon as possible, report any work accident or injury to themselves or another worker to employer.
25. No worker shall be bullied. Any worker aware of any bullying shall report said instance to Employer as soon as possible. Any worker found to have bullied another worker will be subject to termination.
26. Employer or Supervisor's constructive criticism of worker's work shall not be considered as bullying.
27. Worker must immediately report any communicable disease or condition to employer.
28. There shall be no retaliation by any other worker against a worker for reporting activities of the other worker to employer.

