



**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):
**New Morning Farm
22263 Anderson Hollow Rd.
Hustontown, PA 17229-9403**

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
25-1335770

b) Telephone Number / Número de Teléfono:
814-448-3904

c) Fax Number / Número de Fax:
814-448-0150

d) E-mail Address / Dirección de Correo Electrónico:
johnmdizazzo@gmail.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
**22263 Anderson Hollow Rd.
Hustontown, PA 17229-9403
See Attachment for specific directions.**

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
**22263 Anderson Hollow Rd.
Hustontown, PA 17229
Housing is located 1/4 mile down private road
after central farm location**

a) Description of Housing / Descripción de la vivienda:
**# of rooms: 3
Total capacity: 3
See Attachment**

**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

a. SOC (ONET/OES) Occupational Title / Título Ocupacional:
Farmworkers + laborers

5. Job Order No. / Num. de Orden de Empleo:
8514081

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):
Debbie Zacker

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).
**3001 Fairway Drive
Altoona, PA 16602**

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
3-9-15

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
8-15-15

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:
 From / Desde: **05/20/2015** To / Hasta: **11/10/2015**

10. Number of Workers Requested / Número de Trabajadores Solicitados:
3

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: **43**

Sunday / Domingo	_____	Thursday / Jueves	<u>7</u>
Monday / Lunes	<u>7</u>	Friday / Viernes	<u>7</u>
Tuesday / Martes	<u>7</u>	Saturday / Sábado	<u>8</u>
Wednesday / Miércoles	<u>7</u>		

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

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.

Employer will not provide meals. The employer will furnish free cooking and kitchen facilities so workers can prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase groceries for the week.

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

Applicant holding office to refer qualified applicants through order holding office or applicant can apply directly to the farm listed, during normal business hours.

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16. Job description and requirements / Descripción y requisitos del trabajo: Hourly Rate of \$11.29

Must have 1 month or more mixed organic vegetable production experience. The job duties include: picking piece rate - peas, green beans, cherry tomatoes, and raspberries. Will also include pruning tunnel cucumbers, row cover application and removal, tomato staking and twining, and fall removal of bed plastic. Hourly harvested crops will include: corn, cauliflower and lettuce. A 10 day training period and a minimum pick rate after that time will be applied to satisfy the job requirements.

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

1 month or more, mixed organic vegetable production

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 adiestrará | <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 checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclínándose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>50</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input checked="" 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 / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Raspberry	\$	\$ 2.50 / lb		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Peas	\$	\$ 0.60 / lb		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Green Beans	\$	\$ 0.30 / lb		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cherry Toms	\$	\$ 0.47 / lb		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
All other specified jobs	\$ 11.29	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other/Otro
							<input type="checkbox"/>

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

Workers will be paid on an hourly basis for all worked hours at the wage rate in effect at the time of certification.

19 Transportation Arrangements / Arreglos de Transportación

After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for the cost of transportation and subsistence from the place of recruitment to the place of work. Upon completion of the work contract transportation and subsistence to the place of recruitment, as required at 20 CFR 655.122(h), will be provided. The amount of transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. The employer will provide travel subsistence of no less than permitted under 20 CFR 655.173, which is currently \$ ~~47.00~~. The employer will reimburse a maximum of \$46.00 per day (with documentation of actual expenses).

\$11.86

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

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

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

Yes/Sí No

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

James K. Crawford / owner & operator
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

James K. Crawford
Employer's Signature / Firma y Título del Empleador

3-2-15
Date / Fecha

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

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de Intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

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

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

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**20 CFR 653.501
Assurances**

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name James K. Crawford Date: 3-2-15

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

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Item 2 – Direction to Work Site

From the Washington Beltway:

Take **I-270 North** to Frederick, MD. Continue on **I-70 West** from Frederick to Hagerstown, MD. Continue on **I-81 North**, entering Pennsylvania. Take the exit for **Hwy 11 (Molly Pitcher Hwy)** and turn left at the bottom of the exit.

Follow Hwy 11 to the second red light, for **PA-16**, where you will be facing a Walgreens on your left and Sheetz on your right--take a **left at this light**. Follow PA-16 through Mercersburg, over the mountain, and down into McConnellsburg, following a **slight left** as you continue onto Main Street. **Turn right at Hwy 522 (Second St.)**. Follow 522 for about 15 minutes, crossing over and passing the Pennsylvania turnpike. After another mile or so, **turn left at Sinoquipe Rd**. Follow this winding road to its end at a fork--and **turn left onto 475**. After less than half a mile, **turn right onto Anderson Hollow Rd**. The farm is at the very end of this winding, part-gravel road. Park facing the ridge across from Tuscarora Organic Growers Cooperative. Our driveway continues past the mailboxes.

From the Pennsylvania Turnpike:

These directions will serve for visitors from Pittsburgh and all points west, or from Harrisburg and all points east.

Take **exit 180 (Fort Littleton, Mt. Union)**. You will emerge at **Hwy 522**--take a **right**. Continue for about 1 mile and **turn left onto Sinoquipe Rd**. Follow this winding road to its end at a fork--and **turn left onto 475**. After less than half a mile, **turn right onto Anderson Hollow Rd**. The farm is at the very end of this winding, part-gravel road. Park facing the ridge,staff Page 2/27/2013 across from Tuscarora Organic Growers Cooperative. Our driveway continues past the mailboxes.

Item 3 – Description of Housing

- a) Housing will be clean and meet the applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.
- b) No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.
- c) I request that my order be granted conditional entry into the Intrastate Clearance System. I assure that the workers housing will meet the applicable Federal

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- d) Standards not later than 4/20/2015, which is at least 30 days in advance of my date of need reflected in the attached ETA 9142 and ETA 790.

Item 11 – Anticipated Hours of Work per Week

7-8 hours per day is normal. The worker may be requested, but not required to work 12 hours per day and/or Sabbath depending upon the conditions at the worksite, weather, and maturity of the crop.

Item 12 – Anticipated range of hours for different seasonal activities

Crop / Job	Start Date	End Date	Rate	per	Weekend
Peas	30-May	30-Jun	\$0.60	lb	\$0.65
Green Beans	5-Jun	15-Oct	\$0.30	lb	\$0.35
Cherry Toms	20-Jun	15-Oct	\$0.47	lb	\$0.47
Raspberry	1-Aug	15-Oct	\$2.50	lb	\$2.75
Corn	30-Jun	5-Oct	\$10.87	hour	\$11.06
Cauliflower	1-Oct	10-Nov	\$10.87	hour	\$11.06
Prune tunnel cukes	20-May	10-Jul	\$10.87	hour	\$11.06
Harvest lettuce	20-May	10-Nov	\$10.87	hour	\$11.06
Twine toms	30-Jun	30-Aug	\$10.87	hour	\$11.06
Row cover spring	20-May	20-Jun	\$10.87	hour	\$11.06
Row cover fall	15-Sep	10-Nov	\$10.87	hour	\$11.06
Remove bed plastic	1-Oct	10-Nov	\$10.87	hour	\$11.06

Anticipated hours worked for each task will vary according to weather and plant growth.

Item 15 – Job Specifications – clarification on “ORGANIC vegetable experience”

The specification for experience in organic vegetable production is based on the professional needs of our farm. We have been expanding acreage, and quantity of workers. The past several seasons we have been transitioning to only experienced labor, and we currently have a crew (including new hires) of workers with specific experience in this field. More experience seems to equal much greater efficacy at our farm.

The job description has also been changed due to clarification by a DOL inspector of the term “corresponding worker” and a need to more accurately define positions. Need for

experience remains the same, as the crops handled account for over 1/2 of our gross vegetable sales, and improper handling or care could result in serious financial loss.

Item 16 – Wage Rates, Special Pay Information and Deductions

Job Training:

The employer designates a 10 day period at the beginning of employment as a training period. During this period, workers will be expected to be able to pick at our minimum pick rate per crop within this time frame. Our pick rates are based off of on farm experience of average rate picked per hour. Inability to work up to this standard will result in termination of employment.

	Minimum lbs
Crop	picked per hour
Beans	36
Raspberry	4.5
Cherry	23
Peas	18

The employer assures that the working conditions comply with applicable Federal and State minimum wage, child labor, farm labor, and other employment related laws.

a) Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at the time of certification, required at 20 CFR 655.120(a) The offered wage is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage.

The employers offer is \$11.29

- b) If piece rate earnings for total hours of work at a piece rate during a pay period do not result in average hourly earnings equal or greater than the guaranteed minimum hourly rate, the worker will receive make up pay to the guaranteed minimum rate.
- c) Employer will make the following deductions, if required by law: FICA, FEDERAL WITHHOLDING TAX. State tax if required by law.

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer will transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

- d) The employer **may** pay the worker a bonus at the end of season. Anticipated date by which payments will be made: 11/10/2015
- e) The employer guarantees to offer employment for a minimum of ¾ of the workdays of the total specified period during which the work contract and all extensions thereof are in

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effect, beginning with the first workday after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the $\frac{3}{4}$ guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order, or on the worker's Sabbath or Federal holidays to meet the guarantee period.

- f) Payroll periods will be Weekly
- g) The employer will provide workers referred through the interstate clearance system 43 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system the appropriate wage rate.

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OTHER CLARIFICATIONS AND ASSURANCES

1. **Other:** The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances and 20 CFR 653.501 and 655.403, 655.122 (d). The employer also agrees to abide by the regulations at 20 CFR sec. 655.122(o)
2. **Employer Obligation if Employment Extended:** No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.
3. **Employer Notification of Changes in Employment Terms and Conditions:** ~~The~~ employer will expediently notify the order holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that the weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.
4. **Outreach Workers:** Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 654.107 and 20 CFR 653.501
5. **Workers Compensation:** The employer assures that Policy # WCP90130 issued by Everett Cash Mutual Insurance Co. provides the required insurance for injuries arising out of and in the course of employment.
6. **Wage Statement:** The employer will furnish each worker on or before each pay day written statements which provides the following information:
 - a) The worker's total earnings for the pay period
 - b) The worker's hourly rate and / or piece rate of pay
 - c) The hours of employment which have been offered to the worker
 - d) The hours actually worked by the worker
 - e) An itemization of all deductions made from the worker's wages
 - f) If piece rates are used, the units produced daily
- 7.) **Termination:** Employer may terminate worker with notification to the Employment Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct - to include intoxication, chronic late arrival, not showing up for shift repeatedly without

calling or giving notice, or repeated incidents after written warnings of unprovoked insubordination. Insubordination to mean a repeated, willful or intentional failure to obey a lawful and reasonable request of a supervisor.

- 8.) **Worker Agreement:** A copy of the contract of this Job Clearance Order will be provided to the worker by the employer no later than the day the work commences.
- 9.) **Proof of Citizenship:** All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.
- 10.) **Tools and Equipment:** The employer will furnish, without cost, all tools, supplies or equipment required in the performance of work.
- 11.) **In the event of Contract Impossibility, the employer agrees to abide by the regulations set forth in 20 CFR sec. 655.122(o), excerpt to follow:**

“(o) *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.”

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