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):

Pete's Greens, Inc.
266 South Craftsbury Rd.
Craftsbury, Vermont 05826

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
90-0540746

b) Telephone Number / Número de Teléfono:
802-586-2882

c) Fax Number / Número de Fax:
N/A

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

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

266 South Craftsbury Road, Craftsbury, VT 05826:
From the town of Hardwick go north on US Route 14 for approx. 7 miles. Turn right onto Cemetery Road, continue approx. 9/10 mile, then turn right onto South Craftsbury Road for approx. 1/10 mile to arrive at 266 South Craftsbury Road.

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

363 Guy Lot Road, Craftsbury, VT 05826:
From the worksite, turn left onto South Craftsbury Road. Travel 100 feet, turn left onto Cemetary Road. Go to the end of Cemetary Road. Cross Route 14 onto Guy Lot Road. Housing is the first house on the left.

a) Description of Housing / Descripción de la vivienda:

Wood Frame barracks style.

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial:
45-2092

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

5. Job Order No. / Num. de Orden de Empleo:
280553

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

VDOL Career Resource Center
197 Harrel Street
Morrisville, VT 05661-0429
Phone: 802-888-4545 Fax: 802-888-2543

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).

Chance Payette
802-828-3920

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
02/09/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
07/28/2015

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 04/10/2015 To / Hasta: 11/14/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
7

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 48

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

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

7 am to 7 pm depending on weather and crop conditions

13. Collect Calls Accepted from: / Aceptan Llamadas por

Cobrar de: Employer / Empleador: Yes / Si ☐ No ☒

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

Employer will not provide three meals per day. Workers will purchase food and prepare meals in the employer's provided and equipped kitchen. All kitchen facilities will be provided free to the worker.

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.

The applicant holding office is requested to refer all qualified and available applicants through the local order holding office. Applicants can contact the employer by email: amy@petesgreens.com.

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

All applicants must able, willing and qualified to perform the work described in the job order and must be available for the entire period of employment in box 9, page 1. Workers are needed to plant, maintain and harvest various vegetable and herb crops, greenhouse tomatoes and strawberries. Workers must have working knowledge of and ability to perform various tasks required in greenhouse tomato production, including harvesting, grading, suckering, lowering, clipping and thinning. Workers will perform field work including planting, transplanting, weeding, thinning, hoeing and other tasks required in the planting, maintaining, and harvesting crops. Workers will sort, wash, pack and otherwise prepare various crops for storage and shipping. Workers will transport and deliver various crops from field to farm and/or retail stand. Workers will operate, load and unload trucks and other farm vehicles and will set up and operate various irrigation equipment. Workers will cut brush and other vegetation in and around fields, buildings and equipment. Workers must be able to work in various extreme weather conditions from damp, cold spring and fall days to hot, humid summer days. Work is physically demanding requiring workers to stand, bend, stoop, and kneel for extended periods of time. Workers must be able to lift and carry up to 50 pounds on a frequent basis. Workers must be available for work Monday through Saturday. After completion of training or break-in period, employer will expect workers to pick and bunch to uniform size 120 bunches of kale, chard, parsley or cilantro per hour worked. Employer will provide 1 day of training and 2 days of work for workers to meet production and job standards. Daily beginning and ending times will vary depending on crop and other conditions. The employer will furnish to workers without cost all tools and equipment required to perform assigned duties. Workers will be given a ½ hour lunch break and a 15 minute break in the morning and afternoon. Workers must be able to take direction in simple English.

a. 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: 1

b. Check all requirements that apply:

☐ Certification/License Requirements / Certificación/Licencia Requisitos
☐ Driver Requirements / Requisitos del conductor
☒ Employer Will Train / Empleador entrenará o adiestrará
☒ Extensive Sitting / Estar sentado largos ratos
☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
☒ Lifting requirement / Levantar o Cargar 50 lbs./libras
☒ Repetitive Movements / Movimientos repetitivos
☐ Criminal Background Check / Verificación de antecedentes penales
☐ Drug Screen / Detección de Drogas
☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
☒ Extensive Walking / Caminar por largos ratos
☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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

Crop Activities Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions* Deducciones	Yes/Sí	No	Pay Period / Período de Pago / /
Field Labor	$ 11.26	$ None	None	Social Security / Seguro Social	☒ ❑	❑	Weekly / Semanal ❑
Vegetable Harvest	$ 11.26	$ None	None	Federal Tax / Impuestos Federales	☒ ❑	❑	
Strawberry Harvest	$ 11.26	$ None	None	State Tax /Impuestos Estatales	☒ ❑	❑	Bi-weekly/ Quincenal ☒
	$	$		Meals / Comidas	❑	☒ ❑	❑
	$	$		Other (specify) / Otro (especifica)	❑	☒ ❑	Monthly/Mensual ❑
							Other/Otro ❑

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

NONE

19. Transportation Arrangements / Arreglos de Transportación

AFTER 15 DAYS OR 50% OF THE WORK CONTRACT PERIOD WHICHEVER COMES FIRST, THE EMPLOYER SHALL REIMBURSE THE WORKERS FOR COST OF TRANSPORTATION AND SUBSISTENCE FROM PLACE OF RECRUITMENT TO PLACE OF WORK, EXCEPT THAT ANY WORKER PROTECTED PURSUANT TO THE FAIR LABOR STANDARDS ACT WILL BE PAID IN COMPLIANCE WITH THE FLSA BEGINNING IN THE FIRST WORK WEEK. UPON COMPLETION OF THE WORK CONTRACT, THE EMPLOYER WILL PAY REASONABLE COSTS OF THE RETURN TRANSPORTATION AND SUBSISTENCE TO THE PLACE OF RECRUITMENT EXCEPT WHEN THE WORKER WILL NOT BE RETURNING TO THE PLACE OF RECRUITMENT, DUE TO SUBSEQUENT EMPLOYMENT WITH ANOTHER EMPLOYER WHO AGREES TO PAY SUCH COST, IN WHICH CASE THE EMPLOYER ONLY PAYS FOR THE TRANSPORTATION 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 DISTANCES INVOLVED. THE AMOUNT OF THE DAILY SUBSISTENCE MUST BE NO LESS THAN $11.58 PER DAY WITHOUT RECEIPTS AND UP TO $46.00 PER DAY WITH RECEIPTS AS THE AMOUNT TO BE REIMBURSED.

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 algun o 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 benef its for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

NONE

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

NONE

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

Yes/Si ☒ No ☐

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

Amy Skelton Business Manager

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

Employer's Signature / Firma y Titulo del Empleador

February 9th, 2015

Date / Fecha

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

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

PUBLIC BURDEN STATEMENT

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

DECLARACION DE CARGA PÚBLICA

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

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

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 Amy Skelton Date: February 9, 2015

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.

FORM ETA 790 ATTACHMENTS

ATTACHMENT I JOB ORDER NUMBER _____

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

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790

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

a) Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at time of certification, required at 20 CFR 655.122 (j)-(m). The current wage rate being offered is $11.26 per hour.

The rate is based on: AEWR X / STATE PREVAILING WAGE ___ / EMPLOYER'S OFFER ___
Employer assures that if a change in the hourly wage rate requires an increase in the guaranteed minimum; such increase will be paid for all work done on and after the effective date of such increase. The guaranteed minimum wage rate will be in accordance with DOL regulations at 20 CFR 655.120 (a). The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

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 to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum rate.

c) Employer will make the following deductions:

FICA X FEDERALWITHHOLDING X STATE WITHHOLDING X MEALS ___ OTHER (Specify) ____

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 will ___ / will not X pay workers a bonus of $ -.
Bonuses will be based on: Quality Picking $ - / End of Season $ - / Other $ -.
Anticipated date of which payments will be made:

e) The employer guarantees to offer employment for a minimum of 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 workday after the 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 3/4 guarantee period ends on the date of termination. Worker is not required to work more than the 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 ___ / BIWEEKLY X

g) The employer will provide workers referred through the interstate clearance system hours of work for the week beginning with the anticipated date of need UNLESS the employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system $540.48 for the first week starting with the originally anticipated date of need.

Item 11 – ANTICIPATED HOURS OF WORK:

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

ATTACHMENT II **JOB ORDER NUMBER _____**

Item 3 – 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 furnishings. 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 attachment. 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 interstate and intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than March 10th, 2015 which is 30 days in advance of my date of need reflected in the attached ETA-9142 and ETA-790.

Item 19 – TRANSPORTATION:

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from place of recruitment to place of work, except any worker protected pursuant to the Fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first work week. Upon completion of the work contract, the employer will pay reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case this employer only pays for the transportation 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 distances involved. The amount of daily subsistence must be no less than $11.58 per day without receipts and up to $46.00 per day with receipts.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. OTHER: The employer agrees to abide by the regulations at 20 CFR 655.1 35.

2. EMPLOYER OBLIGATION IF EMPLOYMENT IS 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 transportation expenses to the worker.

3. EMPLOYER NOTIFICATION OF CHANGES IN EMPLOYMENT TERMS AND CONDITIONS:
The employer will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

4. OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CER 653.501.

5. WORKERS COMPENSATION: The employer assures that Policy # **4411W0648** issued by **Farm Family Insurance Company** 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, a written statement which provides the following information:

1. The worker's total earnings for the pay period;
2. The worker's hourly rate and/or piece rate of pay;
3. The hours of employment offered to the worker (showing offers in accordance with the 3/4 guarantee as determined in paragraph (i) of this section separate from any hours offered over and above the guarantee);
4. The hours actually worked by the worker;
5. An itemization of all deductions made from the worker's wages,
6. If piece rates are used, the units produced daily;
7. Beginning and ending dates of the pay period; and
8. The employer's name, address, and FEIN.

7. TRAINING: The employer will provide 1 day(s) of training and allow 2 day(s) of work for the worker to satisfactorily perform the duties described in the job description in Item 16 of ETA 790.

8. PRODUCTION STANDARDS: After completion of training or break-in period, employer will expect workers to:

Worker is expected to pick and bunch to uniform size 120 bunches of kale, chard, parsley, or cilantro per hour worked upon completion of 1 day of training and 2 days of work.

9. TERMINATION: Employer may terminate the 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; (b) commits serious acts of misconduct; (c) fails to comply will established company sanitary and safety practices; or (d) fails, after completing any training or break-in period, to reach production standards when applicable.

In the event of termination for medical reasons occurring after arrival on the job, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment. 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 3/4 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.

Workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to the NCP and DHS, will relieve the employer for subsequent transportation and subsistence cost and the ¾ time guarantee.

10. WORKER AGREEMENT: A copy of the contract or this Job Clearance Order will be provided to the worker by the employer NO LATER THAN THE DAY THE WORK COMMENCES.

11. FARM LABOR CONTRACTOR: The employer assures that if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employee (FLCE) on the order, he/she has a valid FLC certificate or FLCE identification card.

12. NON-MONETARY BENEFITS: Non-Monetary benefits provided by the employer are: N/A

13. 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.

14. TOOLS AND EQUIPMENT: The employer will furnish without cost, all tools, supplies or equipment required in the performance of work.

15. TRANSPORTATION TO WORK: For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the work site, as well as to and from shopping and other appointments. The transportation provided will be in accordance with applicable LAWS and REGULATIONS.