U.S. Department Labor
Employment and Training Administration

DEC 22 2011

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/ Nombre y Dirección del Empleador (Numero, Calle, Ciudad, Estado y Código Postal)

Kalir Enterprises Inc
166 Gary Drive
Brockport, NY 14420
(585) 747-4300
FID# 16-1496645

c/o ILMC
234 Cameron Ave/PO Box 630
Vass, NC 28394
(910) 245-4808

Telephone number/Teléfono: Fax:

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

7673 Ridge Road, West Brockport, NY 14420
Monroe County
13079 Eagle Harbor/Knowlesville Road, Albion, NY
Knowlesville Road, Knowlesville, NY
Town Line Road, Town of Ridgeway
Mill Road, Lyndonville, NY
Orleans County

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

Block
Capacity: 12
13079 Eagle Harbor Road, Albion, NY 14411

Wood Frame
Capacity: 16
13111 Eagle Harbor Road, Albion, NY 14411

Wood Frame
Capacity: 12
205 West Avenue, Albion, NY 14411

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

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

4. Industry Code/Código Industrial: 111331

5. Job Order No. /Num. de Orden de Empleo: NY1006871

6. Occupational Title and Code /Título Ocupacional y Código: Farmworkers+Laborers, Crop 45-2092.02

7. Clearance Order Issue Date / Fecha de Tramite: 12/28/11

8. Job Order Expiration Date / Fecha de Expiración: 7/12/12

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 2/27/2012 To/Hasta: 11/25/2012

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 10

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40

Sunday / Domingo 0 Monday / Lunes 7
Tuesday / Martes 7 Wednesday / Miércoles 7
Thursday / Jueves 7 Friday / Viernes 7
Saturday / Sábado 5

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si ☐ No ☒
Local Office / Oficina Local Yes/Si ☐ No ☒

13. Board Arrangements / Arreglo de Alojamiento

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing is not provided to non-workers.
SEE ETA 790 ATTACHMENTS FOR FULL BOARDING ARRANGEMENTS

La cubierta se proporciona en ninguÌ•n coste a los trabajadores que no pueden razonablemente volver el mismo día a su domicilio. La cubierta no se proporciona a los non-workers.
VEA LOS ACCESORIOS DE ETA 790 PARA LOS ARREGLOS COMPLETOS DEL EMBARQUE

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

All local applicants and intrastate (in state) are to apply directly to employer Monday thru Thursday between the hours of 9:00 am and 4:00 pm and Fridays between 9:00 am and 11:00 am. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting employer directly.
SEE ETA 790 ATTACHMENTS FOR FULL REFERRAL INSTRUCTIONS.

Todos los aspirantes locales e interiores (en estado) deben aplicarse directamente al patrón lunes a jueves entre las horas del 9:00 y el 4:00 P.M. y viernes entre el 9:00 y el 11:00. (Fuera de estado) los aspirantes todo de un estado a otro pueden aplicarse en cualquier oficina de la agencia de la mano de obra del estado (SWA) o entrando en contacto con al patrón directamente.
VEA LOS ACCESORIOS DE ETA 790 PARA LAS INSTRUCCIONES COMPLETAS DE LA REMISIÓN.

15. Job Specifications / Especificaciones del Trabajo

Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work... See ETA 790 Attachments for full job description.

Herramientas y equipo: El patrón suministrará, sin carga, todas las herramientas, fuentes, y el equipo requerido en el funcionamiento del trabajo especificado... vea los accesorios de ETA 790 para la descripción de las funciones completa.

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

16. 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
Fruit	$ ~~10.25~~ 10.56	$		Social Security / Seguro Social	*☒	☐	Weekly / Semanal ☒
	$	$		Federal Tax / Impuestos Federales	*☒	☐	
	$	$		State Tax / Impuestos Estatales where applicable	**☒	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	☒	☐
	$	$		Other (specify)/ Otro (especifica)	☐	☒	Other / Otro ☐

*excludes H-2A workers
*excluye trabajadores de H-2A

More Details About the Pay / Mas Detalles Sobre el Pago

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

SEE ETA 790 ATTACHMENTS FOR MORE COMPLETE WAGE DETAILS/VEA ETA 790 FIJACIONES PARA DETALLES MAS COMPLETOS DE SUELDO

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

Employer will provide transportation at no cost to commuting and non-commuting workers from designated reported site. Transportation provided will meet all applicable federal, state, and local regulations.

See ETA 790 Attachments for more complete transportation arrangements.

El empleador proporcionará el transporte en ningun costo a los trabajadores de conmutación y no de conmutación del sitio divulgado señalado. El transporte proporcionado resolverá todo el federal aplicable, estado, y regulaciones locales.

VEA LOS ACCESORIOS DE ETA 790 PARA ARREGLOS MÁS COMPLETOS DEL TRANSPORTE.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. 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 de 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," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? *excludes H-2A workers *excluye trabajadores de H-2A Yes/Si ☒ *No ☐

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si ☒ No ☐

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

None/Ninguno

23. 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 incidents de este tipo, indique "Ninguno")

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono)	25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su linea directa)
New York State Department of Labor nearest One Stop Office	New York State Department of Labor nearest One Stop Office

26. 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 Signature & Title/ Firma y Título del Empleador Vice President Date: 12/19/11

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 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 One-Stop Career Center constitute a contractual job offer to which the One-Stop Career 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 (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career 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, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1.

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers.

1. Name and Address of Employer: Kalir Enterprises Inc. 166 Gary Dr., Brockport NY 14420

9. Anticipated dates of employment: 2/27/12 until 11/25/12.

10. The approximate maximum number of workers to be employed in the certified occupation by the grower is shown in the Addendum (the list of employers). The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season. The employers total work force need in this occupation is 30 workers. The employer anticipates filling at least 5 of the opportunities with local workers who commute daily from their own homes. Therefore the employer is applying for ~~25~~ 10 workers through this clearance order.

11. *Anticipated Hours of Work*: Workers will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday through Friday and 5 hours on Saturday is normal. Workers may be requested to work up to 10 hours per day, or more, depending upon the conditions in the fields and maturity of the crops, but will not be required to work more than 7 hours on Monday through Friday and 5 hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

13. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. When public accommodations (hotel or motel) are used, the workers will be provided 3 meals per day for $10.73 per day, or the current subsistence amount as posted in the Federal Register.

14. Local and intrastate (in state), applicants may contact their local state workforce or the employer, Oded Kalir, directly at (585) 747-4300. Applicants should call between the hours of 9:00 am – 3:00 pm (Eastern Standard Time) Monday – Thursday and 9:00 am – 11:00 am on Fridays to schedule an interview. For interstate (out of state) applicants should apply at their local state employment agency. State employment service agency staff is encouraged to call to make a referral while the applicant is at the Job Service office during times disclosed above. Interviews will be conducted over the telephone to create less of a burden for applicants, once the employer has fulfilled their requirements of disclosing all terms and conditions of the job. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Employe will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully appraised by the loca employment services of the terms and conditions of employment. Workers recruited against the Job Offer from within normal commutin distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient t complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referre against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complet

section 3 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

15. *Job Specifications*:

Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the produce fields for harvest activities.

Peaches: Workers will perform various tasks involved in planting, cultivating, and harvesting peaches according to supervisor's instructions. Workers may till soil, plant stock, and do minor pruning using a variety of non-mechanical tools. May remove blossoms to improve yield and quality. May aid in irrigation duties. May aid in minor repair of wooden fruit containers. Workers may thin and/or harvest peaches. Workers will harvest peaches according to color, size and degree of maturity as specified by supervisor and place into half-bushel baskets taking the extra time, care and effort not to bruise or scar the fruit. Workers may windrow full containers or carry full containers weighing approximately 50 lbs. to truck or trailer and stack according to supervisor's specifications. Peach thinners will thin peaches using hands to knock off excess peaches, spacing remaining peaches approximately one hand width apart, taking care to walk around entire tree before moving onto next. Workers will be required to stay on their assigned row. All peach work is hourly paid.

Apples: Workers will perform various tasks involved in planting, cultivating, and harvesting apples according to supervisor's instructions. Workers may till soil, plant stock, and do minor pruning using a variety of non-mechanical tools. May remove blossoms to improve yield and quality. May aid in irrigation duties. May aid in minor repair of wooden fruit containers. Workers may thin and/or harvest Apples. Workers will harvest Apples according to color, size and degree of maturity as specified by supervisor and place into half-bushel baskets taking the extra time, care and effort not to bruise or scar the fruit. Workers may windrow full containers or carry full containers weighing approximately 50 lbs. to truck or trailer and stack according to supervisor's specifications. Apple thinners will thin apples using hands to knock off excess apples, spacing remaining apples approximately one hand width apart, taking care to walk around entire tree before moving onto next. Workers will be required to stay on their assigned row. All apple work is hourly paid.

Cherries: Workers will perform various tasks involved in planting, cultivating, and harvesting cherries according to supervisor's instructions. Workers may till soil, plant stock, and do minor pruning using a variety of non-mechanical tools. May remove blossoms to improve yield and quality. May aid in irrigation duties. May aid in minor repair of wooden fruit containers. Workers may thin and/or harvest cherries. Workers will harvest cherries according to color, size and degree of maturity as specified by supervisor and place into half-bushel baskets taking the extra time, care and effort not to bruise or scar the fruit. Workers may windrow full containers or carry full containers weighing approximately 50 lbs. to truck or trailer and stack according to supervisor's specifications. Cherry thinners will thin cherries using hands to knock off excess fruit, spacing according to supervisor's specifications, taking care to walk around entire tree before moving onto next. Workers will be required to stay on their assigned row. All cherry work is hourly paid.

Strawberries: Workers will help install black plastic and drip irrigation on rows in field being careful to cover all exposed edges of plastic cover with soil and be careful not to tear or punch holes in plastic. Workers may be asked to utilize implements associated with the installation of the plastic row covers incidental to performing required tasks on the ground. Workers will plant strawberry plants in pre-punched holes on the plastic covered rows being careful to place the strawberry plants at the same depth in the soil as they grew in the nursery. Workers will remove weeds from around the plants and from the row middles. Workers will bend and stoop to pick strawberries according to size, color, shape and degree of maturity and place into field containers. Workers will be expected to pick fully ripe strawberries, discard any cat-faced, deformed, decayed or undersized berries according to supervisor's instructions. Also, workers must carefully remove any undesirable berries from plant that would later cause fungi to attack the plant. Workers may carry full container weighing approximately six (6) lbs. and empty into field bin or load onto trailer. In some instances workers will be expected to fill a 4-quart/one gallon plastic pail carefully filling the pail to capacity. (Buckets must be full for correct measure and weight.) The pails will be carried in a 2-bucket carrier to be picked in. When full, carried to end of rows at designated truck-loading place. Then the buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers may also be required to pick strawberries in cups, clam shells and/or flats. Strawberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each strawberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Pickers will take extreme care not to damage the delicate berries. Quality and workmanship is of the utmost importance. Pre-harvest activities for strawberries may include weeding and transplanting. Workers may be required to perform other tasks maintenance activities in the strawberry operation. When harvest is completed, the workers will assist in removing the strawberry plants from the plastic to prepare for planting the next crop. In some instances workers may be required to remove the plastic and drip irrigation tape from the row and load on trucks for removal from field.

Tomatoes: Workers will help in installing plastic and drip irrigation tubing of raised beds in tomato rows in field. Workers will cover edges of plastic with soil using long handled shovels being careful not to tear or puncture plastic. Workers will not be expected to operate equipment used in the application of the plastic row covers. Workers will plant, weed, drive stakes and apply string every two plants, prune all suckers to

the first main fork on the tomato plant being careful not to break leaves or injure the stem of the plant. At harvest time workers will pick mature green tomatoes from vine, remove stems and place in a standard 5/8-bushel plastic picking bucket.

Care must be exercised to prevent bruising of the tomatoes. When the picking buckets are full, the worker will carry them to the truck, where they are dumped into bins for transport to the packinghouse. Tomato vines and fruit must be free of moisture before harvest begins. This drying usually occurs by noon, therefore, workers are expected to begin work around noon and continue until 8:00 p.m. After the tomatoes are transported to the packinghouse, workers will assist in the unloading, dumping, grading and packing. The workers may make boxes and lids, place different grade sizes of tomatoes in boxes, apply lids, and stack on pallets and load trucks for transportation to market. Much of the packinghouse work will be done in the evenings of the same days the tomatoes are harvested.

Workers will also pick red/pink tomatoes at times. When doing this they will remove from the vines all tomatoes that are showing any red or pink color, ranging from a small spot of red on the blossom end to a fully red tomato. Workers will place harvested tomatoes in standard 5/8 bushel plastic picking buckets discarding any cat-faced, deformed, decayed or water damaged tomatoes on the ground between rows.

Care must be exercised to prevent bruising of the tomatoes. When the picking buckets are filled the worker will carry them to truck where they are graded and field packed. Worker will clean tomatoes where necessary with cleaning cloth furnished by employer. Worker will separate tomatoes into extra large and large sizes and into light pink, pink and red colors and place in individual 25-pound boxes. Workers will stack filled and lidded boxes on pallets for transport to the packinghouse. Workers may assist in unloading boxes from trucks at the packinghouse.

After harvest is complete, workers will remove plastic and irrigation drip tape from rows of tomatoes and place in piles for loading onto trucks, being careful to completely remove all plastic and drip tape from field. Workers will cut string from stakes and then pull, pile and load tomato stakes.

After harvest is completed, the workers will assist in removing the plastic and irrigation tape from the row and load on trucks for removal from field.

Peppers and Eggplant: Workers will seed, plant, cultivate, and harvest vegetables. Workers will start seeds in trays kept in environmentally controlled structure. When seedlings reach appropriate size workers will transplant seedlings to prepared pots according to supervisor's instructions. Workers will weed plants by hand and/or hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce.

The following description of job activities applies to peaches, apples, and cherries.

Harvest: Workers will be assigned a row usually with a partner and is responsible for picking all the proper fruit from that row, or half row. Fruit is selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. The entire tree must be checked to ensure removal of all fruit meeting picking requirements. Fruit is placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs. is then taken to transport vehicles and gently emptied into a field bin, taking care not to spill or bruise the fruit in the container or in the field bin. Field bin volume may be checked and determined by weight on state certified scales. Workers are required to stay on their assigned row unless directed by a supervisor to change, or to help someone sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.

Orchard Maintenance: Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Tractor Operation During Field Operations: During picking, pruning, thinning, limb hauling, root hauling, hand fertilizer application, chemical application, and harvesting workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will attach farm implements. Workers will drive tractors to apply herbicides, fungicides, and pesticides to control diseases, growth and insects. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

After harvest is completed, the workers will assist in removing the plastic and irrigation tape from the row and load on trucks for removal from field.

Farm, Field and Shed Sanitation: All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm anc shed sanitation duties.

Job specifications can change frequently during the season due to crop or market conditions, even on the same crop. Workers will be expectec to conform to the specific instructions given by the supervisor for each days work.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 (+) degrees to below 35 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to.

Work specifications, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each days work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

Full Growing Season Commitment: The job offered requires that the worker be available for work seven hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment shown in Item 9, even though work may be slack for brief periods at any point during the season. The worker agrees to be available for work and perform the assigned work for the employer whenever work is available through the full period of employment shown in Item 5. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven hours per day Monday-Friday, and five hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 9 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and /or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Employers will provide tools and equipment at no cost for workers to perform the above tasks.

When beginning a crop activity for the first time, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. By the beginning of the second working day (7 hours of work completed), the employer will expect a worker engaged in a piece rate paid activity to sustain a level of productivity sufficient to earn at least the minimum hourly wage specified in Section 6 of the Fair Labor Standards Act. Workers in all activities will be expected to keep up with fellow workers, not to adversely affect the productivity of the others workers, and to perform the work in a manner specified by the employer and described herein. After the one-day (7 hour) training and acclimation period, workers who fail to meet this standard and/or who fail to perform the work in the manner specified may be terminated.

16. Wage Rates, Special Pay Information and Deductions: All work will be paid the adverse effect wage rate (AEWR) of $10.25 per hour. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and State and Federal Income tax as required by law. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the period during which the work contract and all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned employers place of employment and the worker is ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as provided in paragraph C below. For purposes of this guarantee, a "workday" consists of seven hours daily Monday through-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents' Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If, at the conclusion of the work agreement, the worker has been offered less employment than required under this guarantee, the employer will pay the worker, at the worker's average hourly rate for the hours actually worked by the worker, for those hours in addition to the hours of work offered, required to fulfill the guarantee. In determining whether this guarantee of employment has been fulfilled, the employer will count as hours of work offered all hours actually worked. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hour. The guarantee described in this paragraph shall not apply if the worker voluntarily

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abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible US workers who apply during the first 50 percent of the employment period in accordance with the rule at 20 CFR 655.122(i)(4).

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs.

D. The payroll period shall be weekly. Workers will be paid weekly.

$10.56 $10.56 x 40 = $422.40

E. Employer will provide a US worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, specified in item 9 unless employers has amended the date of need by notifying the local SWA office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $10.25 per hour (AEWR) for the first week, or $10.25 X 40 = $410.00, starting with the original anticipated date of need. The employer may require the worker to perform alternative work (general farm labor and maintenance activities) if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities and may include, but is not limited to, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood for migrant camps, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate and/or piece rate in accordance with the guarantee described in paragraph B. (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

17. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit. After a worker has completed 50% of the work contract employer will reimburse travel as stated below.

The Employer will offer transportation to and from the daily work site to workers living in employers' housing at no cost to workers. The use of this daily transportation is voluntary; no worker is required as a condition of employment to utilize the daily transportation offered by the employer to get to the worksite. Employees are always free to make arrangements to get to and from the designated work site any way they choose at their own expense. For those employees who voluntarily choose to utilize the free employer provided transportation, the vehicles will depart from a predestinated time and place each day. Time spent in travel to and from the daily worksite is not compensable under the Portal-to-Portal Act found at 29 CFR 785.50 and US DOL regulations.

All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntarily chose not to reside in the employer provided housing; the employer will pay the worker for the initial reasonable costs incurred for inbound transportation and subsistence from the place from which the work has come to work for the employer, whether in the U.S. or abroad to the place of employment. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be $10.73 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, or if he abandons this employment when he is needed by the Grower. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 16C or if the worker is displaced by a U.S. worker under DOL's 50%

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rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

In accordance with Departmental regulations 20 CFR 655.122 (o), if, before the expiration date specified in the work contract, the services of the worker are not 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. The employer will 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 will (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) pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers/association for any damages, injuries, and personal or property losses.

Other Conditions of Employment:

A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the H-2A Central office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned grower's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; five consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Grower and secure permission for necessary absences g) falsifying identification, personnel, medical, production or other work related records h) fails or refuses to take random drug test for all employees i) commits acts of insubordination. Reason beyond employer's control" includes termination of workers, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer, and relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in paragraph (A) above.

C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Workers must report all injuries and illnesses to their employer as soon as is reasonably possible. Failure to do so may result in termination.

D. 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.

E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the H-2A Central 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. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

F. 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 CFR 653.501.

G. Training: There will be a training/demonstration and acclimation period (7 hours) to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, but not limited to, the proper size and color of the commodity to be harvested and particular grading specifications. After completion of the demonstration period, the employer will expect all workers to meet production standards which equal to the minimum wage specified in Section 6 of the Fair Labor Standards Act, keep up with fellow workers, not adversely affect other workers productivity, and possess the skills to work in the production of the crops described in Item 11. After the training period, workers who fail to meet applicable production standards for the pay period may be terminated.

H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences, in a language understood by the worker.

I. Workers referred though the Interstate Clearance System for employment under this agreement may be covered by unemployment insurance. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

J. Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.

K. The employer as a part of positive recruitment as per 20 CFR 655.122(h) (1-4) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

L. The employer is an equal opportunity employer. Women and minorities are encouraged to apply for these jobs.

M. There are no strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.

N. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

O. SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their employees and visitors. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

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

*Use of the masculine pronoun herein is for convenience of reference only.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.

2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION**.

3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences are defined as: Five consecutive days of unexcused absences or three unexcused absences in a 30-day period. Violation will be **CAUSE FOR IMMEDIATE TERMINATION**. Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS**. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.

4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.

5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION**.

7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.

8. Workers may not take unauthorized breaks from work.

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.

10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.

12. Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer to a room, may sleep in any room.

13. Workers may not deliberately restrict production.

REGLAS DE TRABAJO

Las reglas de trabajo siguientes son queridas para proporcionar la dirección a trabajadores en los estándares de conducta e interpretación esperada de ellos por el Patrón. La violación de estas reglas u otras exigencias de patrón relacionadas con el trabajo legales, incluso estas reglas de trabajo, será considerada tierras para disciplina o descarga inmediata. Las penas para infracciones pueden incluir la suspensión del trabajo sin la paga para el resto del día, o durante hasta tres días, en el único juicio del Patrón, según la seriedad de la infracción, el registro previo del trabajador, y otros factores relevantes. Las infracciones repetidas, serias, o agravadas pueden causar la descarga inmediata. Se espera que trabajadores cumplan con todas las reglas acerca de disciplina, asistencia, calidad de trabajo y cantidad, y el mantenimiento de toda la propiedad.

1. **Los trabajadores deben realizar su trabajo adjudicado en una manera cuidadosa, parecida a un trabajador de acuerdo con la provisión del contrato de trabajo. El trabajo descuidado no será tolerado.**

2. El uso o la posesión de bebidas alcohólicas o medicinas ilegales son estrictamente prohibidos durante el tiempo de trabajo o durante cualquier día laborable antes de que el trabajo sea completado para el día (como durante comidas); los trabajadores pueden no hacer un informe para el trabajo bajo la influencia de bebidas alcohólicas o medicinas ilegales. Las medicinas ilegales no pueden ser usadas o siguieron cualquier local de patrón, incluso el alojamiento en cualquier momento. El uso o la posesión de medicinas ilegales, fallando o rechazando tomar una prueba de medicina serán**la CAUSA PARA LA TERMINACIÓN INMEDIATA**.

3. Las ausencias excesivas y/o la tardanza no serán permitidas. Se espera que empleados estén presentes, a tiempo, capaces y complacientes a realizar el trabajo adjudicado cada previsto el día laborable. Este no es el "o trabajo de día esporádico." Las ausencias excesivas son definidas como:Cinco días consecutivos de ausencias no perdonadas o tres ausencias no perdonadas en un período de un 30 día. La violación será **la CAUSA PARA LA TERMINACIÓN INMEDIATA**. Los trabajadores deben hacer un informe en tiempo adjudicado y lugar cada día laborable como dirigido por el cultivador o supervisor. **Los TRABAJADORES SERÁN DESCARGADOS PARA LA TARDANZA EXCESIVA**. La tardanza excesiva es definida cuando 2 no perdonó tardies en fila o 5 no perdonó tardies en un período de treinta días.

4. Los trabajadores mantendrán y guardarán la residencia proporcionada a ellos conforme a OSHA 1910.142 Estándares como fijado en el alojamiento y en la condición limpia y en la reparación buena, tener en cuenta el desgaste razonable. Los trabajadores cooperarán con otros trabajadores adjudicados a tal alojamiento en el mantenimiento de cocina común y áreas vivas en buenas condiciones. Se requerirá que trabajadores guarden el área exterior que rodea el campo limpio y libre de escombros. Los trabajadores relatarán puntualmente cualquier problema con el alojamiento al patrón o supervisor designado.

5. Los trabajadores que viven en el alojamiento del patrón adjudicado a literas pueden no separar literas, cuando el espacio en cuartos durmientes es necesario por todos los inquilinos.

6. Los trabajadores que viven en el alojamiento del patrón pueden no cocinarse en cuartos durmientes o ninguna otra no cocina. Los trabajadores están prohibidos de quitar baterías de detectores de humo por cualquier razón.**La VIOLACIÓN SERÁ LA CAUSA PARA LA TERMINACIÓN INMEDIATA**.

7. Los trabajadores no deben dejar caer papel, latas, botellas y otra basura en campos, embalando la casa, o en el alojamiento del local. La basura y los receptáculos de desecho deben ser usados.

8. Los trabajadores pueden no tomar rupturas no autorizadas del trabajo.

9. Los trabajadores pueden no dejar el campo u otra área de trabajo adjudicada sin el permiso de agricultor o persona responsable.

10. Los trabajadores pueden no entrar en el local del patrón sin la autorización.

11. Los trabajadores pueden no comenzar el trabajo antes del tiempo inicial previsto o seguir trabajando después del tiempo parador a menos que no autorizado por el patrón.