

**Agricultural and Food Processing Clearance Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

**AUG 11 2010** U.S. Department of Labor  
 Employment and Training Administration  
 OMB. Approval No. 1205-0134, Expires 11/30/2012

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) / Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Roger Lamont Farms LLC James Kirby Farms c/o ILMC 3031 Densmore Road 2987 Crandall Road 234 Cameron Ave/PO Box 630 Albion, NY 14411 Albion, NY 14411 Vass, NC 28394 (585) 582-7022 jointly: (585) 737-6587 910-245-4808			Numbers 4, 5, 6, 7 and 8 for State use only.				
			4. Industry Code/Código de Industria <u>11331</u>	5. Job Order #/No. Orden de Empleo <u>NY09448841</u>			
2. Location and Direction to Work Site/Dirección del lugar de trabajo 3031 Densmore Road, Albion, NY about 300 meters south of W. Transit Church Rd. 2987 Crandall Road, Albion, NY about 1600 meters north of Densmore Road 3.39 miles from Densmore address (If additional space is needed, use separate sheet of paper)			6. Occupational Title and Code / Título Ocupacional y Código <u>farmworkers &amp; laborers 45209200</u>				
			7. Clearance Order Issue Date / Fecha de Tramite <u>JUL 16 2010</u>				
3. Location and Description of Housing / Dirección y Descripción de la Vivienda  Woodframe - 1 Capacity - 12  Mobile Home - 2 Capacity - 6 and 4 = 10  3077 Densmore Rd., Albion NY 14411 about 300 meters south of W. Transit Church Rd.  Block - 1 Capacity - 33 2803 Crandall Road, Albion NY 14411 about 1600 meters north of Densmore Road 3.39 miles from Densmore addresses  (If additional space is needed, use separate sheet of paper) / Si necesita más espacio, utilice documento adicional.)			8. Job Order Expiration Date / Fecha de vencimiento <u>10/12/2010</u>				
			9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: To/Hasta: <u>09/13/2010 - 11/08/2010</u>				
			10. No. of Worker's Requested / No. de Trabajadores Pedidos <del>35</del> <u>40 increase</u>				
			11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>40</u> Sunday / Domingo <u>0</u> Monday / Lunes <u>7</u> Tuesday / Martes <u>7</u> Wednesday / Miércoles <u>7</u> Thursday / Jueves <u>7</u> Friday / Viernes <u>7</u> Saturday / Sábado <u>5</u>				
			12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:  Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
13. Board Arrangements / Arreglo de Alojamiento Housing is provided at no cost to workers who are not reasonably able to return...SEE ETA 790 ATTACHMENTS FOR FULL ARRANGEMENTS							
14. Referral Instructions / Instrucciones para el Referimiento de Candidatos Applicants may apply at any State Workforce Agency (SWA) office or by contacting employer, in accordance with the referral instructions...SEE ETA 790 ATTACHMENTS FOR FULL INSTRUCTIONS.							
15. Job Specifications / Descripción del Trabajo Apple Harvest: Workers will be assigned a row usually with a partner and is responsible for picking all of the proper fruit from that row, or half row...SEE ETA 790 ATTACHMENTS FOR FULL DESCRIPTION (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	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period / Periodo de Pago
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Apples	\$ 10.16	\$ see attach		Social Security / Seguro Social	*X		Weekly / Semanal XX
	\$	\$		Federal Tax Impuestos Federales	*X		
	\$	\$		State Tax Impuestos Estatales	**X		Bi-weekly / cada 2 semanas
	\$	\$		Meals / Comidas		X	
	\$	\$		Other (specify)/ Otro	X		Other / Otro
More Details About the Pay / Mas Detalles Sobre el Pago Employer will deduct all applicable taxes and items worker has voluntarily purchased. SEE ETA 790 ATTACHMENTS FOR MORE COMPLETE WAGE DETAILS (If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)							

**17. Transportation Arrangements / Arreglos de Transportación**  
 Employer will not advance transportation and subsistence costs to workers. This paragraph applies only to workers whom the employer is legally obligated to supply housing. After worker has completed 50% of the work contract period, employer shall reimburse worker the reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer will pay the workers 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. In such case employer will pay cost of transportation and subsistence to the next job.  
 SEE ETA 790 ATTACHMENTS FOR MORE COMPLETE TRANSPORTATION ARRANGEMENTS.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

**18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos 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 paga al Contratista Agrícola por cada actividad?  
 N/A

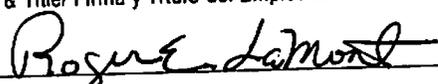
**19. Unemployment Insurance provided? Seguro de Desempleo?** Yes \* No  \*excludes  
**20. Workers' compensation insurance provided? Indemnización por accidente de trabajo:** Yes  No  H-2A  
**21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?** Yes  No  workers

**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") / Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")**  
 None

**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 las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")**  
 None

<p><b>24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono)</b>          New York State Department of Labor          One Stop Office          Nearest to You</p>	<p><b>25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono)</b>          New York State Department of Labor          One Stop Office          Nearest to You</p>
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**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 de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.**

Employer's Signature & Title/ Firma y Título del Empleador  


**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.

**Public Burden Statement**

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. 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 employer(s) listed 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: Roger Lamont Fruit Farm LLC; 3031 Densmore Rd. Albion NY 14411 jointly employed with: James Kirby Farms; 2987 Crandall Rd. Albion NY 14411.

9. Anticipated period of Employment: 9/13/10 until 11/08/10.

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.

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. Housing and kitchen facilities will be provided at no cost to workers who are not reasonably able to return to their place of residence the same day. The following section describing the terms and conditions of housing apply only to such workers. Workers may be required to change housing accommodation during the period of employment as the demands of the work dictate. Housing is neither provided nor available to non-workers. Specific housing accommodation assignments will be made to workers by the employer.

Employers will furnish free cooking and kitchen facilities to those workers who are entailed 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.

Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. At the time of occupancy, housing shall be in compliance with 1910.142 OSHA Housing Standards. Workers residing in the employer provided housing agree to be responsible for maintaining the housing in a neat and clean manner and in compliance with OSHA standards as posted in the housing units at all times. Occupants must report any problem with the housing to the employer or farm supervisor immediately.

Housing provided will be shared without regard to the gender of the workers. In housing facilities occupied by both male and female workers, sex-segregated toilet facilities will be provided by the employer. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. No tenancy in such housing is created; and employer, who is legally liable for the compliance of the housing, retains possession and control of the housing premises at all times, and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the assigned employer who provides such housing.

Workers residing in employer's housing may have mail directed to them at the employer's address on the attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

14. Applicants may contact the employer, Roger Lamont, at (585) 589-7022. For interstate (out of state) state employment service agency staff is encouraged to call to make a referral while the applicant is at the Job Service office. Interviews will be conducted quickly over the telephone to create less of a burden on the applicant. 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 and enable local staff to conduct the telephone interview quickly. Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully apprised of the terms and conditions of employment. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these 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 complete section 3 of form I-9, as provided in the Act. Workers not providing this required 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.

#### 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 fields for harvest activities or the packing facility for packing operations.

**Apple 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 vineyard maintenance may be required to hoe, weed, spread fertilizer, repair and build trellis's, use hand sprayers, remove vines, lay irrigation pipe, repair and maintain drip system, and train grape vines. All equipment will be provided by employer. 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.

#### **Farm, Field and Shed Sanitation**

All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm and shed sanitation duties.

**GENERAL CONDITIONS APPLICABLE TO ALL CROPS:** Field work 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, working in evergreens, 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 work 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. Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, workers will be expected to perform their duties in a timely and proficient manner without close supervision.

**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 9. 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: The tasks in the crops below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of \$10.16 per hour.

<u>Apple Harvest Type</u>	<u>Piece Rate/ Unit</u>	<u>Est. Hourly Earnings</u>
Fresh Mkt-Dwarf	\$.850 per 1 Bu	\$10.16
Fresh Mkt-Standard	\$.756 per 1 Bu	\$10.16
Processing	\$.600 per 1 Bu	\$10.16
Juice	\$.600 per 1 Bu	\$10.16

Employer may temporarily raise the piece rate due to market and crop conditions. Employer may also choose to pay a by the hour wage rate, to ensure a quality produce is picked. A few scrapes or scratches could make the difference between a top-grade fruit and fruit to be used in processing.

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 days work. The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work, not listed in the piece rates above, will be paid the adverse effect wage rate (AEWR) of \$10.16 per hour. Persons working on a piece rate are guaranteed that their total earnings will be at least the AEWR for all hours of piece work in the payroll period. If the Worker's piece-rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the Worker will be provided makeup pay to the guaranteed minimum rate for each hour worked. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage will become the guarantee.

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. Cash advances will be deducted in full from the worker's next regular paycheck with the employee's written consent. If the employer does not deduct the advances in full from the next regular paycheck, then thereafter the employer will only deduct, with the employees written consent, up to 10% of the gross wage each pay period until fully paid off. Overpayments will be deducted in full from the workers next regular paycheck with the employee's written consent. Repayment of loans made to employees at interest rates less than prime will be deducted from wages, with the employee's written consent, at no more than 10% of the employee's gross wage each pay period until fully paid off. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

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 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 contract period.

C. The work contract 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 the worker to other comparable employment acceptance to the worker. If such transfer is not effective, the workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for the employer. In the event of such termination, the guarantee described in paragraph B ends on the date of termination.

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

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 5 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 \$10.16 per hour (AEWR) for the first week, 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 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 to the worksite offered by the employer. Workers are free to choose their own means of transportation at their own expense.

The following paragraphs pertain only to workers who are not reasonably able to return to their place of residence the same day.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

The Employer will reimburse workers who complete 50 percent of the work contract period and who are not reasonably able to return the same day to their place of residence for the reasonable cost of transportation and subsistence from the place of recruitment to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place of recruitment to the place of employment, not to exceed the most economical and reasonable common carrier transportation cost for the distance involved. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation.

For workers who complete the work contract, the Employer will provide or pay for the worker's reasonable cost 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. 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 to the place of recruitment. 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. Workers may be required to complete an exit interview to complete their contract and receive their return transportation and subsistence. The Employer reserves the right to arrange charter or other return transportation.

The employer will not reimburse, pay for or provide any transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he can not perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a US worker under the 50 percent rule in 20 CFR 655.103(e).

Daily subsistence reimbursement will be paid in accordance with regulations at 20CFR 655.102(b)(5) to workers who are eligible for reimbursement of transportation costs. Subsistence reimbursement shall be limited to \$10.64 per day, with a maximum of \$46.00 with receipts, (as required and published in the Federal Register) for workers who do not produce documentation of actual expenses.

**Other Conditions of Employment:** A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office as required by law if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commits serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 15 and Attachment, d) malingers or otherwise refuses 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 their employer and secure permission for necessary absences; g) fails to meet production standard as specified, h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test once employment commences, or j) commits acts of insubordination.

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. 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. 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 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. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval of the ETA Regional Administrator.

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 15. 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.

I. Workers referred through 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 CRI 655.103, Assurances, and at 20 CFI 653.501.

K. If a sufficient number of US workers are available at the same time and place to come to work for the Employer as part of its positive recruitment pursuant to 20 CFR 655105(a), will coordinate group in-bound transportation arrangements (such as arranging for group purchase of bus tickets, charter bus service, or other arrangements or assistance, as appropriate). Workers will be responsible for paying the cost of such transportation pursuant to Item 17 of this Job Order.

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 US workers subject to the Migrant Seasonal Agricultural Worker Protection Act there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to US 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 once employment commences. Failure to comply with the request or testing positive may result in immediate termination.