



U.S. Department Labor  
Employment and Training Administration

JUN 07 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 (Número, Calle, Ciudad, Estado y Código Postal)

Bland Farms New York, LLC, 11388 Schuler Road, Cato, NY 13033.

Telephone number/Teléfono: (315) 626 6671 Fax: (315) 626 6005

2 Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo  
Bland Farms New York, LLC is located at 11388 Schuler Road in Cato, New York. Please see attachment 4 to ETA Form 790 for directions to all fields worksites.

(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  
There are two housing locations consisting of wood structure buildings. The first housing location is located at 140 Muck Drive, Hannibal, NY 13074 off County Route 3 between Fulton, NY and Hannibal, NY. The second housing location is located at 7835 State Route 104, Oswego, NY 13126 off Route 104 between Hannibal, NY and Oswego, NY. See attachments to ETA Form 790 for a complete location and description of housing.

140 Muck Drive capacity - 20  
Hannibal  
Oswego capacity - 8  
142 Muck Drive Hannibal - 20  
1369 Curtis Co-Op Road  
Stirling - capacity 24

(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 ESTADAL

4. Industry Code/Código Industrial: 111219  
5. Job Order No. / Num. de Orden de Empleo: NY0983254

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

7. Clearance Order Issue Date / Fecha de Tramite  
JUN 10 2011

8. Job Order Expiration Date / Fecha de Expiración  
8/26/11

9. Anticipated Period of Employment / Período Anticipado de Empleo  
From/ Desde: 8/7/2011 To/Hasta: 9/14/2011

10. No. of Workers Requested / Num. de Trabajadores Solicitados  
54

11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana. Total: 40  
Sunday / Domingo: Monday / Lunes: 8  
Tuesday / Martes: 8 Wednesday / Miércoles: 8  
Thursday / Jueves: 8 Friday / Viernes: 8  
Saturday / Sábado:

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 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. See attachments to ETA Form 790 for complete boarding arrangements.

**14 Referral Instructions / Instrucciones sobre cómo Referir Candidatos**

The application is posted on the New York State Department of Labor website or applicants may apply at any One Stop Office. Bland Farms New York, LLC, Gina Olmstead (315) 626 6671.

**15 Job Specifications / Especificaciones del Trabajo**

Workers will harvest onions. Workers must exercise extreme care not to drop the onions at any time during handling. Workers must be able to work in hot, cold, and/or humid weather conditions. Workers are required to bend or stoop to reach ground level onions and able to stand on their feet for long periods of time. See attachments to ETA Form 790 for a complete job 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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			Periodo de Pago
	\$	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Onions (See Attachments to ETA Form 790)	\$ 10.25	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hand Clipping Onions	\$ 10.25	\$ 13.00/20 Bushel BIN		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago  
See attachments to ETA Form 790 for more details regarding pay.

(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

See attachments to ETA Form 790 for more details regarding transportation arrangements.

(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 esta(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?

N/A

19 Unemployment insurance provided? Seguro de Desempleo?

Yes/Si  No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador

Yes/Si  No

21. Are tips provided at no charge to the workers? / Se les provee propina sin cargo 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 incidentes de este tipo, indique "Ninguno")  
None/Ninguno.

24. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)  
The application is posted on the New York State Department of Labor website and any One Stop Office.

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono)  
New York State Department of Labor  
One Stop Office nearest to you

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by the employer.  
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

sole member

Date:

6/7/2011

**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.

ETA Form 790 (Revised Oct, 2010)  
Previous versions not usable

## **Housing for Bland Farms**

There are four housing locations consisting of wood structure buildings.

- 1.) The first housing location is located at 140 Muck Drive Hannibal, NY 13074 off County Route 3 between Fulton, NY and Hannibal, NY. This location houses 20 people.
- 2.) The second housing location is located at 142 Muck Drive Hannibal, NY 13074 off County Route 3 between Fulton, NY and Hannibal, NY. This location houses 20 people.
- 3.) The third housing location is located at 7835 State Route 104 Oswego, NY 13126 off Route 104 between Hannibal, NY and Oswego, NY. This housing location houses 8 people.
- 4.) The fourth housing location is located at 1369 Curtis Co-Op Road Sterling, NY 13156 off of State Route 38 between the towns of Victory and Sterling. This housing location houses 24 people.

**ETA FORM 790 ATTACHMENT 3**  
**(Additional Clarification for Attachments 1 and 2)**

**Contract Dates 08/03/2011 – 09/14/2011**

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 6. The employer 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:** Bland Farms New York, LLC; 11388 Schuler Rd. Cato, New York 13033. Telephone: (315)626-6671.

2. **Location and Direction to Work Site:** Bland Farms New York, LLC worksite is located on NY Route 3 in Hannibal, New York or at 11388 Schuler Rd in Cato, New York. Please see Attachment 4 to Form 790 for directions to all field worksites.

3. **Location and Description of Housing:** There are two housing locations both consisting of wood structure buildings. The first housing location is located at 146A Muck Drive, Hannibal NY 13074 off County Route 3 between Fulton, NY and Hannibal, NY. The second housing location is located at 7835 State Route 104, Oswego NY 13126 off Route 104 between Hannibal, NY and Oswego, NY.

4. **Board Arrangements:** 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 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.

No charge will be made for bed or cooking utensils and similar items furnished by the employer to workers to whom housing is provided.

Workers will keep assigned housing clean and in compliance with OSHA housing standards (1910.142) OSHA Regulations as posted in the facility at all times when occupied. The housing provided varies according to location and includes dormitory-style buildings.

Housing provided will be shared without regard to the gender of the workers. Separate toilet, shower facilities, and sleeping rooms will be provided by the employer if both male and female workers are hired. 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 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.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Workers residing in employer's housing may have mail directed to them at the employer's address in Item 1.

**5. Referral Instructions:**

The referral application is posted on the New York State Department of Labor website or applicants may apply at any One Stop Office. All local and intrastate (in state) applicants may be referred directly to Bland Farms New York, LLC (315)626-6671 for interview. All interstate (out of state) applicants interested in this job offer should first contact the local ~~New York~~ State Department of Labor prior to contacting Bland Farms New York, LLC to verify the terms and conditions have not changed and for permission

to refer. State Workforce Agency staff are encouraged to call Bland Farms New York, LLC 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 SESA 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 Bland Farms New York, LLC staff to conduct the telephone interview quickly. 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, should report to work. 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.

Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully apprised by the local employment services 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.

**6. Anticipated Period of Employment:** From August 3, 2011 to September 14, 2011.

**7. No. of Worker's Requested:** The approximate maximum number of workers to be employed in the certified occupation by the grower is 54. 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 number, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

**8. Anticipated Hours of Work:** Workers will report to work at the designated time and place as directed by the Grower each day. The standard workday is 8 hours per day. 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. 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.

**9. Collect Calls:** Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing. The employer will not accept collect telephone calls. Workers residing in employer's housing may have mail directed to them at the employer's address.

**10. 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. There will be no smoking allowed in the field or packing areas.

**Hand Clipping "Clipping or Harvest":**

Worker will pick up onions at ground level and clip each root and top of onion using supplied shears and place in 5 gallon bucket. **At no time will onions be dropped from a height greater than 8 inches into buckets, or at any time during handling. Workers must exercise extreme care not to drop the onions at any time during handling.** Workers should place the onions in the bucket carefully and with caution to avoid bruising or fingernail cuts. After the buckets are full the worker will transfer the onions to a common 20 bushel field bin. Loose onions or onions spilling out of field bags must be picked up and placed back into bags, buckets or field bins. Workers will not pick seed onions. The rate of pay for clipping "Harvest" is \$13.00 per 20 bushel bin box. The production standard is one 20 bushel bin per man per hour. A team of workers may clip "Harvest" into buckets. If teams are used then the rate of pay is \$13.00 per bin box to be divided among the crew.

**Weeding:**

Pulling weeds out of the field placing them in 5 gallon buckets and taking to the end of the field to dump out, for later pick up.

**Pulling Ends:**

Pulling onions off the ends of fields and carry into existing rows and laying down to clear the ends of fields (approx. 20 ft.) for equipment movement.

**Machine Harvest:**

Workers will walk at a safe distance picking up any spilled onions off the ground. The workers will pick out any stones or debris while filling bins on unloading machine. Workers may need to help onions to flow on the conveyer.

**Placing Boxes:**

Workers will place 20 bushel bins on conveyor of harvesting machine.

**Filling Boxes:**

Workers will make sure that the 20 bushel bins are full of onions and onions are level in each bin with their hands during machine harvest box filling, also making sure to pick up any loose onions that are on the ground.

**Irrigation:**

Workers will carry and set up irrigation lines, also remove and stack irrigation pipe when irrigation is complete.

**Repair Wooden Bins:**

Workers will work repair wooden bins using hammers, crowbars, as well as pneumatic nail guns and possibly sawing materials used in the repair process.

**Capping bins:**

Workers will place cap/covers on 20 bushel bins and secure with rubber cords and may be required to climb up bin.

**Forklift Operation During Field Operations "Forklift":**

During field operations, workers may be required to operate forklifts in the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the forklift before operating the forklift. Forklifts should be driven in a manner to protect operator, other workers, products, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

**General Activities During Operations "General":**

All Crops: During field operations, workers may be required to operate forklifts, drive trucks, pull weeds, move irrigation pipe, clean and repair housing, and perform farm and field sanitation.

**GENERAL CONDITIONS APPLICABLE TO ALL CROPS:**

Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110 degrees to 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched 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, grounds, set up and move aluminum irrigation pipes and equipment, cleaning and maintaining drip irrigation systems, installation and removal of black plastic for purposes of drip irrigation, gardening, weeding and shrubbing, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Work and/or harvest 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 day's work.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field 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 eight hours per day Monday through Friday and as may be requested on Saturday every day that work is available for the full period of employment shown in Item 6, 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 6. Work available is defined in Item 10, no work required on the worker Sabbath or federal holidays.

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 6 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. 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. The production standard is one 20 bushel bin per man per hour.

**11. Wage Rates, Special Pay Information and Deductions:** Crop 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.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of \$10.25 per hour. 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, this lower AEWR becomes the guarantee. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective. These jobs include activities paid by the hour and piece rate activities with a minimum hourly guarantee.

<i>Crop Activity</i>	<i>Piece Rate / Unit</i>	<i>Est. Hourly Earnings</i>
<b><u>ONIONS</u></b>		
Weeding Plants "Weeding"		\$10.25
Clipping "Hand Clipping"	\$13.00 per 5 person team/20 bushel bin	\$10.25
Pulling "Pulling Ends"		\$10.25
Placing Boxes "Placing Boxes"		\$10.25
Irrigation "Irrigation"		\$10.25
Filling Boxes "Filling"		\$10.25
Capping "Capping Bins"		\$10.25
Forklift "Forklift"		\$10.25
Repair Wooden Bins "Repair"		\$10.25
Machine Harvest "Machine Harvest"		\$10.25

**Equipment Operation during Production Operations:** Workers may be required to operate equipment during operations as a supportive activity in the production and harvesting of onions. Operation in support of production and harvesting will be paid at \$10.25 per hour unless otherwise listed. Before any worker is required to operate a piece of equipment, the worker will be instructed in the proper and safe operation. Workers will be required to operate equipment according to instructions and in a manner that protects the operator, other workers, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination.

The tasks listed above will be paid at the above listed piece rates whenever possible. None of the tasks listed above will be paid at less than the above-listed piece rates. Certain tasks included in this job order are paid at the piece rates described herein. All other work will be paid on an hourly basis at the Adverse Effect Wage Rate (AEWR) of \$10.25 per hour. If a higher piece rate or

hourly rate is determined to be prevailing in the area of intended employment for any activity included in this order, the higher prevailing piece or hourly rate will be paid in lieu of the rate described herein. Workers are guaranteed their total earnings for all hours worked in a payroll period will not be less than the AEWR of \$10.25 per hour.

In all instances, the guarantee of not less than the AEWR of \$10.25 per hour for all hours worked in the payroll period will apply. All activities not listed as paid by piece rate will be paid by the hour in accordance with the prevailing hourly wage survey or the AEWR, whichever is highest.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income Tax as required by law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, and any other deductions expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the Federal statutory minimum wage per hour.

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 acceptable 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 6 unless employers has amended the date of need by notifying the local SESA 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, 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.

**12. Transportation:** The Employer will offer transportation to and from the daily work site to workers living in employer's 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 11C, 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 \$10.73 per day (as required and published in the Federal Register) for workers who do not produce documentation of actual expenses.

### **13. Farm Labor Contractor (s):**

This job order is for individuals and/or for registered Farm Labor Contractors (Federal DOL License) and crews. All Farm Labor Contractors considered for employment under this job order must possess a current and valid Federal Farm Labor Contractor License (issued by USDOL) which is in full force and effect under the regulations pertaining to Farm Labor Contractors of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), and must be in full compliance with all other applicable local, state and federal laws for the full period of employment covered by this application. A faxed copy of the applicant's currently valid Federal Farm Labor Contractor license will be sufficient to establish initial compliance with this requirement.

Farm Labor Contractors planning to provide transportation or cause their crewmembers to be transported must provide Bland Farms New York, LLC with current valid evidence that they are Transportation Authorized by US DOL (current documentation of required vehicle inspections and proper insurance) prior to departing the place of recruitment. Farm Labor Contractors providing transportation to the jobsite to their crewmembers will be reimbursed their actual cost of transportation for those workers who complete 50% of the work contract period in accordance with H-2A regulations up to a maximum of the most economical common commercial carrier transportation cost for the distance involved. Farm Labor Contractors are free, of course, to transport their crewmembers by commercial transportation. Transportation and subsistence reimbursement will be provided by Bland Farms New York, LLC in accordance with H-2A regulations. All transportation provided or caused to be used by the Farm Labor Contractor must be in accordance and compliance with H-2A regulations and applicable regulations of MSPA and in accordance with any other applicable federal, state or local laws or regulations for the jurisdiction involved. If Farm Labor Contractors will not provide transportation for their crewmembers, a written attestation to that effect must be signed and faxed to the employer prior to departing the place of recruitment.

Farm Labor Contractors employed by Bland Farms New York, LLC must provide copies of all personnel documentation for each employee recruited to work at Bland Farms New York, LLC. Any person who recruits US workers to be employed at Bland Farms

New York, LLC on behalf of the Farm Labor Contractor must be properly licensed as a Farm Labor Contractor or a Farm Labor Contractor Employee under MSPA and comply with all applicable requirements of MSPA and all other applicable federal, state, and local laws and regulations.

Each member of a Farm Labor Contractors labor crew must possess original, valid documentation evidencing they are legally authorized to work in the United States and sufficient to complete Form I-9. No employee will be permitted to begin work until such documentation has been presented and a Form I-9 has been completed.

Farm Labor Contractors functions are limited exclusively to recruitment and supply of legal domestic workers to the employer. The grower performs all other employer functions including, but not limited to, interviewing, hiring, employing, housing, paying, transporting, and supervising. Farm Labor Contractor credentials will be verified and substantiated at the time of referral and/or application and those Farm Labor Contractors found not to be properly registered and not in full force and effect with applicable Farm Labor Contractor laws and other applicable laws will not be considered for employment under this job order.

Before a Farm Labor Contractor can depart the place of recruitment for work at Bland Farms New York, LLC he/she must meet the standards set forth above and sign an agreement attesting that they are in full compliance with all local, state, and Federal laws, the standards above, and agree to pay any and all costs arising out of litigation involving the Farm Labor Contractor and indemnify Bland Farms New York, LLC from any violations of law on the part of the Farm Labor Contractor.

**Farm Labor Contractor Override:** Properly registered US Farm Labor Contractors (Crew leaders) employed by Bland Farms New York, LLC in accordance with Section 7 above will receive compensation (override) for recruiting and providing US workers legally authorized to work at Bland Farms New York, LLC.

The override will be comparable to rates paid for the supervisors of non-immigrant alien workers but shall not be less than 15 % of the total payroll for the Farm Labor Contractors crew. The maximum pay, however, for a Farm Labor Contractor is capped at \$20.00 per hour regardless of the number of workers provided. The employer, Bland Farms New York, LLC, reserves the right to verify every employee's employment eligibility with the United States government.

Farm Labor Contractors will not supervise the workers they recruit and provide or any other employees at Bland Farms New York, LLC unless they are expressly authorized to do so by the farm owner.

Farm Labor Contractors will be offered employment with the same terms and conditions under this job order as their crew. Farm Labor Contractors who accept a job as a farm worker at Bland Farms New York, LLC will receive the terms in addition to the override disclosed herein. Farm Labor Contractors employed as farm workers at Bland Farms New York, LLC are subject to the same terms and conditions as all other workers working under this agreement.

#### **14. 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 10, 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, 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 methods and other crop specific issues such as, but not limited to, the proper size and color of the commodity and other 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 10. The training/demonstration and acclimation period offered in this work agreement is consistent with the Dictionary of Occupational Titles definition for 404.687-010 Farm worker, Field Crop II. As defined, the Specific Vocational Preparation listed in the trailer for this definition is 2, which estimates the average amount of time the typical worker requires to learn the techniques, acquire the information, and developed the facility needed for average performance on the job at anything beyond a short demonstration.

**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 CFR 655.103, Assurances, and at 20 CFR 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 655.105(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 12 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 (29 CFR 500.075(8)) 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 are subject to drug testing or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

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

**15. Grievance and Arbitration Procedure:** As required by Department of Labor regulations, all workers (foreign or domestic) have a right to file a grievance or complaint with the nearest local office of the New York Department of Labor with the complaint specialist, as described in 20 CFR 658, Subpart E (Job Service Complaint System). As an option, Bland Farms New York, LLC also provides a grievance and arbitration procedure available to all workers (domestic and/or foreign) for the resolution of

grievances involving Covered Rights arising out of employment under this clearance order. This procedure is established for workers, at no cost to the worker, to use for the resolution of complaints not made through an administrative process (such as through the Job Service Complaint System, the New York Department of Labor, the U.S. Department of Labor, the Equal Employment Opportunity Commission, etc.). Employees must agree to use this procedure as an alternative to filing suit in local, state or federal court as a condition of employment. If a timely filed grievance under the Bland Farms New York, LLC procedure involving a Covered Right is not resolved to the satisfaction of the worker and/or has not been referred to a government agency, the worker may request confidential, binding arbitration of the grievance as the worker's sole remedy. A Covered Right is defined as a violation of statutory or common law rights, such as discrimination, harassment, or retaliation based on race, sex, national origin, color, religion, age, or disability; wrongful termination or constructive discharge; workers' compensation retaliation, denial of medical leaves under any law, including the Family and Medical Leave Act; common-law torts based on negligence or intentional acts; breaches of contract; "right to work" violations; and disputes regarding pay, including claims under the Fair Labor Standards Act and any applicable state wage and hour law.

## 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, will 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 who perform fraudulent or sloppy work, as defined under Job Specification will be suspended 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. Discharge of the worker may result from any subsequent offense. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provisions of the work contract.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday, 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: Two days of unexcused absences. Employees are expected to notify the employer prior to any absences, being absent for more than one day without prior notification is defined as excessive absences. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.** Excessive tardiness is defined as two unexcused late arrivals to work.
4. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on employer's premises. Trash and waste receptacles must be used. No glass of any type will be allowed within proximity to any onions or other farm produce.
5. Workers may not take unauthorized breaks from work.
6. Workers may not leave the field or other assigned work area without permission of grower or supervisor in charge.
7. Workers may not enter employer's premises without authorization.
8. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
9. Workers may not deliberately restrict production.
10. Any worker who verbally or physically threatens another worker, the farmer, or any supervisor with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
11. **WORKERS WILL BE DISCHARGED** for fighting on the employer's premises, including housing premises, at any time.

12. Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer.

13. **WORKERS WILL BE DISCHARGED** if they steal from fellow workers or from the employer.

14. Workers may not falsify identification, personnel, medical, production, or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**

15. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**

16. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools, or other equipment or property for their personal use unless expressly authorized by the employer.

17. Workers may not misuse or remove from the farm premises without authorization from his supervisor and employer property such as truck and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**

18. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employers' office immediately. **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**

19. Workers must follow supervisor's instructions.

20. Workers may not commit acts of insubordination – failure to regard authority. Workers should not use offensive language against the supervisors or their fellow workers. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**

21. Workers will not knowingly engage in any type of behavior to take any action that might cause the grower to be out of compliance with any local, state, or federal law.

22. No firearms or any other weapons may be brought on the employer's premises by the worker at any time.

23. Workers may not engage in horse play, scuffling, throwing things, wasting time or loitering during work hours.

24. A Worker may be dismissed if he/she accepts a job at Bland Farms New York, LLC and does not report for orientation on the specified date, place, and time of the first day of employment and fails to notify the employer.

### **HOUSING RULES**

This housing is temporary in-season housing provided for migrant agricultural workers employed by Bland Farms New York, LLC who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.

2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.

3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.

4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris.

5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.

6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.
7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.
8. Occupants are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids **MUST** remain on these receptacles at all times as required by law.
10. Workers living in employer's housing may not entertain guests in or on housing premises after 10:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday.
11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. Sunday through Friday, nor after 11:00 p.m. on Saturday.
12. Fighting, horse play, scuffling, throwing things, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.
13. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.** Offensive language against supervisors or fellow workers is strictly prohibited.
14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.
15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.
16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.
17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
18. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.
19. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.
20. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.
21. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
22. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.
23. Occupants must notify their supervisor if any fire extinguisher has been discharged for any reason.
24. Occupants are prohibited from smoking inside the housing facilities. Smoking is only allowed in outside designated areas.
25. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited in employer provided housing. Use or possession of alcoholic beverages or illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**

## REGLAS DE TRABAJO

Las siguientes reglas tienen la intención de proveer una guía para los trabajadores acerca de los estándares de conducta y desempeño que el empleador espera de ellos. La violación a estas reglas o a los requerimientos legales relacionados al empleo, incluyendo estas reglas de trabajo, será considerada para cargos disciplinarios o despido inmediato. Las penalizaciones por la infracción incluyen suspensión del trabajo sin pago por el resto del día, o hasta 3 días, a juicio del empleador, dependiendo de la seriedad de la infracción, el récord previo del trabajador, y otros factores relevantes. Las infracciones repetidas, serias o graves pueden resultar en el despido inmediato. Se espera que los trabajadores cumplan con estas reglas relacionadas con disciplina, asistencia, calidad y cantidad de trabajo, y mantenimiento de toda propiedad.

1. Los trabajadores que realicen un trabajo descuidado o fraudulento, como se define bajo las Especificaciones de Trabajo, será suspendido sin pago por el resto del día o hasta por 3 días, a juicio del supervisor, dependiendo del grado de la infracción, el récord previo del trabajador y otros factores relevantes. El despido del trabajador puede resultar de cualquier falla siguiente. Los trabajadores deben realizar su trabajo asignado de manera cuidadosa y trabajadora de acuerdo con las provisiones del contrato de trabajo. No se tolerará el trabajo descuidado.
2. El uso o la posesión de bebidas alcohólicas o drogas ilegales esta estrictamente prohibido durante horas de trabajo o cualquier otro día antes de terminar el trabajo (como puede ser durante horas de comida); los trabajadores no deberán presentarse al trabajo bajo la influencia de bebidas alcohólicas o drogas ilegales. No deben usarse ni poseerse drogas ilegales dentro de las inmediaciones del empleador, incluyendo el hospedaje, en ningún momento. El uso o posesión de drogas ilegales o el fallo a tomar un examen para detección de drogas CAUSARA LA TERMINACIÓN INMEDIATA.
3. Faltas o retardos excesivos no serán permitidos. Se espera que los trabajadores estén presentes, a tiempo, capaces y disponibles para realizar el trabajo asignado cada día de trabajo programado. Esto no es esporádico o "trabajo de día". Ausencias excesivas se define como: dos días de ausencias injustificadas. Se espera que los empleados notificar al patrono antes de ausencias, que se ausente durante más de un día sin previo aviso se define como el exceso de faltas. La violación causará LA TERMINACIÓN INMEDIATA. Los trabajadores deben presentarse al lugar y hora designados cada día de trabajo como lo indique el patrón o supervisor. LOS TRABAJADORES SERÁN DESPEDIDOS POR RETARDOS los retardos excesivos se definen como dos retardos sin justificación.
4. Los trabajadores no deben tirar papeles, latas, botellas ni cualquier otra basura en el campo, o en cualquier otra inmediación del patrón. Los receptores de basura y desechos deben ser utilizados. No se permite vidrio de ningún tipo cerca de las cebollas o cualquier otro producto.
5. Los trabajadores no pueden tomar recesos sin autorización.
6. Los trabajadores no pueden dejar el campo o el área asignada de trabajo sin el permiso del patrón o el supervisor a cargo.
7. Los trabajadores no pueden entrar en las inmediaciones del patrón sin autorización
8. Los trabajadores no pueden iniciar el trabajo antes del horario establecido o continuar trabajando después del horario de salida a menos que tengan la autorización del empleador.
9. Los trabajadores no pueden restringir deliberadamente la producción.
10. Cualquier trabajador que amenace verbal o físicamente a otro, al patrón o a cualquier supervisor con una herramienta o arma SERA DESPEDIDO INMEDIATAMENTE.
11. LOS TRABAJADORES SERAN DESPEDIDOS por pelear dentro de las inmediaciones del patrón, incluyendo el hospedaje, en cualquier momento.
12. Los trabajadores no pueden publicar o quitar avisos, letreros, u otras instrucciones o documentos del periódico mural del patrón o en las propiedades del patrón sin la autorización específica del patrón.
13. LOS TRABAJADORES SERAN DESPEDIDOS si roban algo de los otros trabajadores o del patrón.
14. Los trabajadores no deben falsificar registros de identificación, personal, médico, producción o cualquier otro relacionado al trabajo QUIENEN LO HAGAN SERAN DESPEDIDOS INMEDIATAMENTE.
15. Los trabajadores no deben intencionalmente abusar o destruir maquinaria, camionetas u otros vehículos, equipo, herramientas u otra propiedad que pertenezca al patrón o trabajadores QUIENES LO HAGAN SERAN DESPEDIDOS INMEDIATAMENTE.
16. Los trabajadores no deben operar o usar camionetas, maquinas, herramientas u otro equipo o propiedad de los cuales no haya sido asignado por el supervisor. Los trabajadores no pueden usar camionetas u otros vehículos, herramientas u otro equipo propiedad del patrón sin la autorización expresa del patrón.
17. Los trabajadores no deben dar mal uso o tomar de la granja sin la autorización del supervisor ninguna propiedad del patrón como camionetas u otros vehículos, camas, refrigeradores, herramientas, etc. QUIENES LO HAGAN SERAN DESPEDIDOS INMEDIATAMENTE.

18. Los trabajadores deben obedecer las reglas de seguridad y practicas comunes de seguridad y deben reportar cualquier herida o accidente al supervisor o la oficina del patrón inmediatamente. QUIEN TENGA UNA CONDUCTA DE TRABAJO INSEGURA PUEDE SER DESPEDIDO.
19. Los trabajadores deben seguir las instrucciones del supervisor.
20. Los trabajadores no pueden cometer actos de insubordinación – fallar a obedecer a la autoridad.
21. Después del periodo de entrenamiento, los trabajadores que fallen a cumplir los estándares aplicables de producción pueden SER SUJETOS A LA TERMINACIÓN.
22. Los trabajadores no deben tomar conscientemente ningún tipo de conducta o tomar acción que pueda provocar que el patrón falte a las leyes locales, estatales o federales.
23. No se permite a los trabajadores introducir armas de fuego o blancas a las inmediaciones del patrón en ningún momento.
24. Los trabajadores no deberán jugar, maltratarse, aventar cosas, perder el tiempo o estar sin hacer nada durante horas de trabajo.
25. Un trabajador puede ser despedido si el/ella acepta un empleo en Bland Farms New York, LLC y no se reporta a la orientación en el lugar, fecha y hora especificados del primer día de trabajo y falla a notificar al empleador.

### REGLAS DE HOSPEDAJE

El hospedaje es temporal por temporada provisto para trabajadores contratados por Bland Farms New York, LLC que no les es posible regresar a su lugar de residencia diariamente. El hospedaje es en grupo. Los residentes deben conocer completamente los derechos de los demás para disfrutar apaciblemente el hospedaje provisto por el empleador. Para la protección del empleador y su propiedad, y para asegurar la comodidad de todos los residentes, se aplican las siguientes reglas. Quienes no cumplan las reglas de hospedaje estarán sujetos a acciones disciplinarias, que pueden incluir la terminación del empleo y/o ser removidos del hospedaje.

1. Las asignaciones del hospedaje serán hechas exclusivamente por el empleador. Los trabajadores pueden ocupar únicamente el hospedaje al que fueron asignados. Los trabajadores pueden dormir solamente en los cuartos, áreas o unidades como sea asignado por el empleador o el supervisor designado.
2. Los trabajadores que se les asigne dormir en literas no podrán separarlas ya que el espacio libre del piso es necesario para los ocupantes.
3. Ninguna persona que no sea asignada por el empleador podrá ocupar una cama o quedarse a dormir en la unidad de hospedaje.
4. Los ocupantes deben cooperar con el empleador y con los otros trabajadores para mantener el hospedaje en condiciones de limpieza y buen estado, en conformidad con las regulaciones OSHA del Gobierno de los EU. Se requiere que los trabajadores mantengan el área exterior alrededor del campo limpia y libre de desechos.
5. Los trabajadores deben reportar cualquier problema con el hospedaje o cualquier problema potencial inmediatamente después de descubrirlo al empleador o al supervisor designado.
6. Las instalaciones de la cocina y otras áreas comunes son para ser utilizadas por todos los residentes de la unidad de hospedaje. Por favor sea considerado con sus compañeros trabajadores. Cada persona que utilice las instalaciones de cocina deberá limpiarlas inmediatamente después de utilizarlas. Todos los ocupantes deben cooperar y compartir la responsabilidad de mantener las áreas comunes limpias y mantenerlas en buenas condiciones.
7. No se permite cocinar en las habitaciones o cualquier otro de las áreas que no sean de cocina.
8. No se permite quitar las baterías de los detectores de humo en ningún momento ESTO PODRIA CAUSAR LA TERMINACIÓN INMEDIATA.
9. Los ocupantes no deben tirar papel, latas, botellas o cualquier otro tipo de basura en las áreas de hospedaje ni alrededor de ellas. Los receptores de basura y desechos deben ser utilizados. Las tapas deben permanecer colocadas en estos receptores todo el tiempo como lo requiere la ley.
10. Los trabajadores que vivan en el hospedaje del patrón no pueden tener invitados dentro del hospedaje después de las 10 PM de domingo a viernes, los sábados no después de las 12 de la noche.
11. Los ocupantes no pueden interrumpir el periodo de sueño/descanso de otros por ruido excesivo o conmoción. Los trabajadores no pueden tocar música fuerte después de las 9 PM de domingo a viernes, ni después de las 11 PM los sábados.
12. Pelear, jugar rudo, maltratarse, aventar cosas, emborracharse, conducta escandalosa o indisciplinada, amenazar o acosar a otros ocupantes no será tolerado y puede causar la terminación y remoción de la unidad de hospedaje.
13. Cualquier trabajador que amenace verbal o físicamente a otra persona con una herramienta o arma SERA DESPEDIDO INMEDIATAMENTE.
14. No se permite introducir armas de fuego ni armas blancas al hospedaje a ninguna persona más que a los oficiales de la ley en ningún momento.
15. Los ocupantes no pueden publicar ni remover avisos, letreros, posters, anuncios, o cualquier otro documento del patrón que provee el hospedaje sin la autorización específica del empleador.
16. Los ocupantes no deben abusar ni destruir intencionalmente ninguna propiedad del hospedaje propiedad del empleador ni propiedades de otros trabajadores.

17. Los ocupantes no pueden remover las camas, refrigeradores, estufas, mesas, sillas, etc. Ni cualquier otro equipo de las inmediaciones del hospedaje sin la autorización específica del patrón. QUIENES LO HAGAN PUEDEN SER SUJETOS A DESPIDO INMEDIATO.
18. Los ocupantes no pueden dañar o destruir el hospedaje y sus contenidos. Si algún trabajador que recibe hospedaje por parte del patrón es encontrado responsable de daños o pérdida del hospedaje o sus muebles más allá del desgaste normal, el costo razonable de reparación o reemplazo de la propiedad dañada o perdida puede ser deducido de su salario.
19. LOS TRABAJADORES SERAN DESPEDIDOS por robar del empleador o de otros trabajadores.
20. El uso o posesión de drogas ilegales será causa de la terminación inmediata y remoción del hospedaje.
21. Los trabajadores deberán dejar el hospedaje y retirar sus pertenencias cuando termine su empleo.
22. Los trabajadores no deben tomar conscientemente ningún tipo de conducta o tomar acción que pueda provocar que el patrón falte a las leyes.
23. Los inquilinos deben notificar su supervisor si algún extintor de fuego se ha descargado por cualquier razón.

**ETA FORM 790  
ATTACHMENT 4**

**DIRECTIONS TO FIELD WORKSITES**

Please find the directions to all Bland Farms New York, LLC worksites. These field locations are located in Cayuga and Oswego counties in New York. All locations are owned or controlled by Bland Farms New York, LLC. The directions below are given from the starting location of the Bland Farms New York, LLC office located at 11388 Schuler Road, Cato, New York 13033.

**Western Farm**

- ✓ From farm turn left onto Schuler Road and Follow to Townline Road
- ✓ Townline Road turns into Swamp Road watch for driveway on right (cannot see farm from road) driveway is before small bridge

**Towline Farm**

- ✓ From farm turn left onto Schuler Road and follow to Townline Road
- ✓ Turn right on Townline-go over first hill
- ✓ Farm driveway is on your right next to the small building

**Arch Farm**

- ✓ From farm turn left onto Schuler Road and follow to Townline Road
- ✓ Turn left -Route 38N to 104 @ Martville-bear to the right
- ✓ Turn right onto Route 3 @ Hannibal
- ✓ Take 1<sup>st</sup> left onto Pollard Road
- ✓ Take 1<sup>st</sup> dirt driveway on right (past trailer) farm is in the back

**Route 3 Farm**

- ✓ From farm Turn left on to Schuler Road and follow to Townline Road
- ✓ Turn left-Route 38N to 104 @ Martville-bear to the right
- ✓ Turn right onto Route 3 @ Hannibal
- ✓ Take the 3<sup>rd</sup> left onto Muck Road-follow into the migrant camp-fields are in back of the camp

**Route 7 Farm**

- ✓ From farm turn left on to Schuler Road and follow to Townline Road
- ✓ Turn left-Route 38N to 104 @ Martville-bear to the right
- ✓ Turn right onto Route 3 @ Hannibal
- ✓ Take 2<sup>nd</sup> right onto County Route 7
- ✓ Take right onto County Route 85
- ✓ Make left onto dirt road at the bottom of the hill of farm(big red rock at entrance)

**Southwest Farm**

- ✓ From farm turn left on to Schuler Road and follow to Townline Road
- ✓ Turn left-Route 38N to 104 @ Martville-bear to the right

- ✓ Farm is on right just before Ontario Orchards

#### **Sterling Farm**

- ✓ From farm turn left on to Schuler Road and follow to Townline Road
- ✓ Turn left-Route 38N to Curtis Co-Op Road (left hand turn 3.9 miles after Pit Stop gas station)

#### **Oswego Farm**

- ✓ From farm turn left on to Schuler Road and follow to Townline Road
- ✓ Turn left -Route 38N to 104 @ Martville- bear to the right
- ✓ Left turn onto Rout 29 at the first caution light after Ontario Orchards
- ✓ Left turn onto Route 7 at the stop sign
- ✓ Right turn on to Gardenier Road
- ✓ Left into farm after S curve

#### **Grasso Farm**

- ✓ From farm turn left onto Schuler Road and follow to Townline Road
- ✓ Turn left-Route 38N to 104 @ Martville- bear to the right
- ✓ Turn right onto Route 3 @ Hannibal
- ✓ Take the 2<sup>nd</sup> right onto County Route 7
- ✓ Turn left into farm- Driveway is directly across from Brackett Road by the white farm house

#### **Paura Farm**

- ✓ From Farm turn left onto Schuler Road and follow to Townline Road
- ✓ Turn left- Route 38N to Route 104 E.
- ✓ Turn left on Silk Road farm is 6 miles on the right